



**CITY OF SANDUSKY COMMISSIONERS**  
**REGULAR SESSION AGENDA**  
**October 12, 2010 at 5 p.m.**  
**City Hall, 222 Meigs Street**

**INVOCATION, PLEDGE OF ALLEGIANCE**

**CALL TO ORDER**

**ROLL CALL**

**APPROVAL OF MINUTES**

**PRESENTATIONS**

P. Brown, D. Kaman, J. Hamilton, K. Nuesse, J. Farrar, D. Waddington and D. Cole  
September 27, 2010

**Tim King and Carrie Whitacre, Erie Regional Planning**

**U.S. Census**

**Jim Pengelly – JRV Management**

**Proposed Sports/Recreation Complex**

**AUDIENCE PARTICIPATION**

Agenda Items Listed Below Only (3 minute limit)

**COMMUNICATIONS**

Motion to accept all Communications submitted below

**ITEM #1 – Ordered in 9.27.10**

**ORDINANCE NO. \_\_\_\_:** It is requested an Ordinance be passed declaring that a certain portion of real property owned by the city located at 129 Columbus Avenue Rear, 0.0955 acres of Parcel No. 56-61203.000 is no longer needed for any municipal purpose and authorizing and directing the City Manager to enter into an agreement to sell the designated portion to Gary and Diane Ackerman, dba Old Platt LLC; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM #2**

**ORDINANCE NO. \_\_\_\_:** It is requested an Ordinance be passed approving, ratifying and amending the fourth and final change order for work being performed by Hoty Builders, LLC, of Sandusky, Ohio, for the Paper District public waterfront improvements project “Chesapeake Walkway project” in the amount of \$34,563.00; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM #3 – SECOND READING - Submitted by Hank Solowiej, CPA, Finance Director**

**Budgetary Impact:** There is no budgetary information at this time. The Finance Department will be responsible for determining the dollar amounts by fund that will be needed for the “Payroll Stabilization Fund” special revenue fund. The Finance Department will consult with other municipalities and the State Auditor’s Office for guidance in establishing funding.

**RESOLUTION NO. \_\_\_\_:** It is requested a Resolution be passed authorizing the Finance Director to establish a special revenue fund designated as the “Payroll Stabilization Fund” for the City of Sandusky, Erie County, Ohio.

**ITEM #4 – SECOND READING - Submitted by Amanda Meyers, Paralegal and Carrie Handy, Chief Planner**

**Budgetary Information:** The cost of these acquisitions will be approximately \$1,900 in title fees, title insurance, escrow fees, deed preparation, closing costs and transfer fees, but upon sale the purchaser(s) shall be required to pay these costs and the city will recoup them. The taxing districts will not collect the delinquent taxes, assessments, penalties and interest currently due and owing in the amount of \$91,388.47, of which \$60,058.37 is owed to the city for assessments. However, by returning this abandoned nonproductive land to tax producing status, the taxing districts will begin collecting approximately \$1,054.32 yearly in real estate taxes and assessments, which will eventually increase with development of the vacant lands.

**RESOLUTION NO. \_\_\_\_:** It is requested a Resolution be passed approving and accepting certain real property for acquisition into the land reutilization program.

**ITEM #5 – Submitted by Carrie R. Handy, Chief Planner**

**Budgetary Information:** The City of Sandusky will award the Center for Cultural Awareness \$21,000 to implement a program entitled the Citizen Circle. Funds will be used for administrative management and marketing of the new program to assist ex-offenders to become acclimated back into society. The Center for Cultural Awareness is providing \$4,718 of an in-kind match to support the program. There is no impact to the city’s 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 Center for Cultural Awareness, substantially in the same form as attached hereto, and to expend an amount not to exceed \$21,000.00 from the FY 2010 Community Development Block Grant funds; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM #6 – Submitted by Carrie R. Handy, Chief Planner**

**Budgetary Information:** The City of Sandusky will award Volunteers of America \$65,000 to provide homeless prevention services including emergency rental, mortgage and utility assistance to low- and moderate income residents in Sandusky under the rules and regulations of the Community Development Block Grant. Emergency rental, mortgage and utility (gas, water and electric) assistance will be provided for maximum of three months. The maximum assistance is \$1,500 per family. Volunteers of America Northwest Ohio is providing \$182,445 from other local and government program funding sources and \$14,500 of in-kind rent assistance. There is no impact to the city’s 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 Volunteers of America Northwest Ohio, substantially in the same form as attached hereto, and to expend an amount not to exceed \$65,000 from the FY 2010 Community Development Block Grant funds; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM #7 – Submitted by Carrie R. Handy, Chief Planner**

**Budgetary Information:** The City of Sandusky will award Erie-Huron Counties Community Action Agency, Inc. \$130,000 to provide emergency home repairs and accessibility modifications to low- and moderate income single-family homeowners in Sandusky under the rules and regulations of the Community Development Block Grant program. The maximum assistance is \$7,999 per household. Erie-Huron Counties Community Action Agency, Inc. is providing \$65,703 from other local and government program funding sources. There is no impact to the city's 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-Huron Counties Community Action Commission, Inc., substantially in the same form as attached hereto, and to expend an amount not to exceed \$130,000 from the FY 2010 Community Development Block Grant funds; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM #8 – Submitted by Carrie R. Handy, Chief Planner**

**Budgetary Information:** There is no additional cost associated with this memorandum of understanding. It is an agreement to cooperatively plan for the future of transit services in the Sandusky area and outline each organization's responsibilities in that cooperative planning effort. Funding is already in place for the staffing/work described in the agreement.

**ORDINANCE NO. \_\_\_\_:** It is requested an Ordinance be passed authorizing and directing the City Manager to execute the memorandum of understanding for cooperative transportation planning between the City of Sandusky and the Erie Regional Planning Commission Metropolitan Planning Organization for the Sandusky Transit System, substantially in the same form attached hereto; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM #9 – Submitted by Kathryn K. McKillips, P.E., Engineer**

**Budgetary Information:** Funds for the payment of this service are routinely included in the operating budget of the Water Pollution Control Plant. The estimated amount of sludge for the first half of 2010 was 5,550,000 gallons at a price of \$.0273 per gallon. Therefore, the cost for the first six months was \$150,150.00. To date, \$144,471.60 has been spent on sludge disposal. The estimated amount of sludge for the second half of 2010 is 5,500,000 gallons at a price of \$.0273 per gallon for a total amount of \$150,150.00.

**ORDINANCE NO. \_\_\_\_:** It is requested an Ordinance be passed authorizing and directing the City Manager to enter into a six month contract extension with Maple View Farms, LLC, of Castalia, Ohio, for the land application of sewage sludge from the Water Pollution Control Plant for calendar year 2010; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM #10**

**ORDINANCE NO. \_\_\_\_:** It is requested an Ordinance be passed approving the application of Benjamin Byington to expand the existing Community Entertainment District #1 within the city to include Parcel No. 56-00577.000 located at 434 West Market Street; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM #11 – Submitted by Hank Solowiej, CPA, Finance Director**

**ORDINANCE NO. \_\_\_\_:** It is requested an Ordinance be passed providing for the issuance and sale of urban renewal temporary bonds in the maximum principal amount of \$2,600,000, in anticipation of the issuance of definitive urban renewal bonds, for the purpose of paying costs of city urban renewal project activities in the Bayfront Urban Revitalization Area, providing for the pledge of the full faith and credit of the city to pay debt charges on the temporary bonds and the definitive bonds, and declaring an emergency.

**ITEM #12 – Submitted by Kathryn K. McKillips, Engineer**

**Budgetary Information:** The cost of the project based on bids, including engineering, inspection, advertising and miscellaneous costs is \$182,056.95, to be paid with Community Development Block Grant Funds. The funds available are \$250,000.00.

**ORDINANCE NO. \_\_\_\_:** It is requested an Ordinance be passed authorizing and directing the City Manager to enter into a contract with Erie Blacktop, Inc., of Sandusky, Ohio, for the 2010 City of Sandusky resurfacing program; 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**

**ADJOURNMENT**

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

AN ORDINANCE DECLARING THAT A CERTAIN PORTION OF REAL PROPERTY OWNED BY THE CITY LOCATED AT 129 COLUMBUS AVENUE REAR, 0.0955 ACRES OF PARCEL NO. 56-61203.000 IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO SELL THE DESIGNATED PORTION TO GARY AND DIANE ACKERMAN, DBA OLD PLATT LLC; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City is the owner of certain real property located at 129 Columbus Avenue Rear, Sandusky, Parcel No. 56-61203.000; and

WHEREAS, Gary and Diane Ackerman, dba Old Platt LLC, are the property owners of 129 Columbus Avenue, Sandusky, and desire to purchase the property directly behind their current property extending to Market Street and have agreed to purchase the property for \$17,600.00; and

WHEREAS, this legislation should be passed under suspension of the rules as an emergency measure in accordance with Section 14 of the City Charter in order to for the Purchasers to acquire the property and proceed with plans for future use of the property; 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. This City Commission finds, determines and declares that the property, located at 129 Columbus Avenue Rear, 0.0955 acres of Parcel No. 56-61203.000, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose, pursuant to Section 25 of the Charter of this City. The City Manager is hereby authorized and directed to enter into an Agreement on behalf of the City for the sale of 0.0955 acres of Parcel No. 56-61203.000, located at 129 Columbus Avenue Rear.

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.

\_\_\_\_\_  
DANIEL J. KAMAN  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: October 12, 2010

**LEGAL DESCRIPTION  
CITY OF SANDUSKY TO OLD PLATT, LLC  
PART OF LOTS 2, 4 & 6 ON JACKSON STREET  
0.0955 ACRES**

Situate in the State of Ohio, County of Erie, City of Sandusky, Ward 1, and being part of Lots 2, 4 & 6 on Jackson Street (82.5 feet in width) as platted and denoted on the Old Town Plat of the City of Sandusky, also being all of those lands of City of Sandusky, O.R. 337, Pg. 611, all references herein to the Erie County Recorder, more particularly described as follows:

Commencing, for reference, at an iron pin found in a monument box marking the intersection of the centerline of Water Street (74.25 feet in width) with the centerline of Jackson Street (82.5 feet in width); thence, N 64°23'00" E with the centerline of Water Street, a distance of 41.25 feet to a point; thence, S 25°31'40" E, a distance of 37.13 feet to a point marking the intersection of the southerly right of way line of Water Street with the easterly right of way line of Jackson Street, thence, S 25°31'40" E continuing with the easterly right of way line of Jackson Street, a distance of 150.51 feet to a point at the northwest corner of Lot 2 on Jackson Street, the same being the southwest corner of Lot 42 on Water Street, thence, N 64°17'11" E with the north line of Lot 2, the same being the north line of an Alley (12 feet in width), a distance of 199.26 feet to a railroad spike set at the northwest corner of Lot 1 on Columbus Avenue, thence, S 25°30'30" W with the westerly line of lands of Old Platt, LLC, RN#200811016, a distance of 12.00 feet to a railroad spike found, and the **TRUE POINT OF BEGINNING** for this description;

thence, S 25°30'30" E, continuing with said lands, and with lands of FSB Properties, LTD, RN#200409892, City of Sandusky, D.V. 446, Pg. 445 and G & M Properties, D.V. 560, Pg. 394, a distance of 187.96 feet to a railroad spike set in the northerly right of way line of Market Street ( 82.5 feet in width) the same being the southeast corner of Lot 6 on Jackson Street;

thence, S 64°20'20" W, with said right of way line, a distance of 22.13 feet to a railroad spike set;

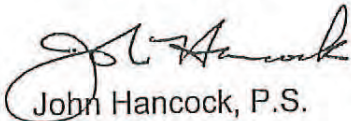


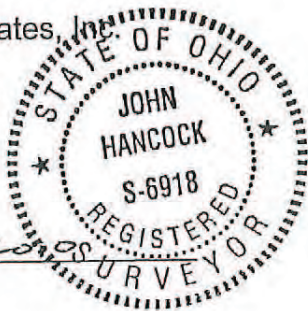
thence, N 25°30'30" W, with the easterly line of lands of City of Sandusky, D.V. 513, Pg. 874, a distance of 187.94 feet to a railroad spike set in the southerly line of an Alley (12 feet in width);

thence, N 64°17'11" E, with said Alley, a distance of 22.13 feet to the point of beginning, containing 0.0955 acres, more or less, subject to legal highways and easements of record.

This description was prepared by John Hancock, P.S., Ohio R.L.S. 6918 from an actual field survey of the premises conducted in September, 2008. Bearings herein are based upon a record bearing of S 25°31'40" E for the centerline of Jackson Street.

John Hancock & Associates, Inc.

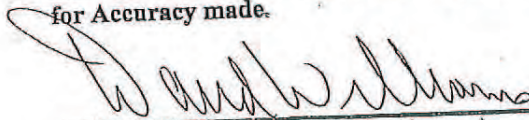
  
John Hancock, P.S.



Date: AUGUST 16, 2008

File: projects on server/169308/docs/1693-parcel 2.doc

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



Erie County Engineer  
Date: \_\_\_\_\_

8/16/10

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

AN ORDINANCE APPROVING, RATIFYING AND AMENDING THE FOURTH AND FINAL CHANGE ORDER FOR WORK BEING PERFORMED BY HOTY BUILDERS, LLC, OF SANDUSKY, OHIO, FOR THE PAPER DISTRICT PUBLIC WATERFRONT IMPROVEMENTS PROJECT "CHESAPEAKE WALKWAY PROJECT" IN THE AMOUNT OF \$34,563.00; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission previously approved the awarding of the contract to Hoty Builders, LLC, of Sandusky, Ohio, for work to be performed for the Paper District Public Waterfront Improvements Project "Chesapeake Walkway Project" by Ordinance No. 08-187, passed on December 22, 2008; and

WHEREAS, this City Commission previously approved the Fourth and Final Change Order for work performed by Hoty Builders, LLC, for the Paper District Public Waterfront Improvements Project "Chesapeake Walkway Project" by Ordinance No. 09-110, passed on December 14, 2009; and

WHEREAS, this Amended Fourth and Final Change Order provides for the installation of 2 walkways as described below:

Area 1: Retaining Wall, Sidewalk, 10 Bollards & Cables/Conduit

Area 2: Sidewalk, Stone & Excavation

; and

WHEREAS, this work being performed was originally approved under the Paper District Public Waterfront Improvements Project "Chesapeake Walkway Project" but was not performed due to potential conflict with the start up of the Paper District Marina Project and is now necessary to properly complete the project for the public walkway and this City Commission was informed by the Acting City Manager at the City Commission meeting on September 13, 2010, of the plan and that the work was proceeding; and

WHEREAS, the current contract with Hoty Builders, LLC, is \$863,501.74, and with the addition of this Amended Fourth and Final Change Order in the amount of \$34,563.00, the revised contract cost is \$898,064.74, and will be paid with City Capital Funds, based upon notes to be issued by the City and retired with the proceeds from the TIF arrangement on the Chesapeake Lofts Condominium; 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 compensate Hoty Builders, LLC, promptly for work performed and to finalize 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 Division of Engineering 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, ratifies, and Amends the Fourth and Final Change Order for the work performed by Hoty Builders, LLC, of Sandusky, Ohio, for the Paper District Public Waterfront Improvements Project "Chesapeake Walkway Project" in an amount not to exceed Thirty Four Thousand Five Hundred Sixty Three and 00/100 Dollars (\$34,563.00).

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

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

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

\_\_\_\_\_  
DANIEL J. KAMAN  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: October 12, 2010



**DEPARTMENT OF FINANCE  
HANK S. SOLOWIEJ, CPA, FINANCE DIRECTOR**

222 Meigs Street  
Sandusky, Ohio 44870  
Phone (419) 627-5888  
Fax (419) 627-5892

TO: City Commission  
FROM: Hank S. Solowiej, CPA, Finance Director  
DATE: September 13, 2010  
RE: Commission Agenda Item

**ITEM FOR CONSIDERATION:**

Ohio Rev. Code Section 5705.13 (B) authorizes a taxing authority to establish a special revenue fund to accumulate cash to pay unused accumulated leave at separation of employment including retirement or paying salaries when the number of pay periods exceeds the usual and customary number for a year.

On March 15, 2010, the City Commission asked the Finance Department to research the process for establishing such a fund. I am requesting a resolution authorizing the Finance Director to establish such a fund named the "Payroll Stabilization Fund" special revenue fund.

The Finance Committee is in support of this matter.

**BUDGETARY INFORMATION:**

There is no budgetary information at this time. The Finance Department will be responsible for determining the dollar amounts by fund that will be needed for the "Payroll Stabilization Fund" special revenue fund. The Finance Department will consult with other municipalities and the State Auditor's Office for guidance in establishing funding.

**ACTION REQUESTED:**

It is recommended that the resolution be approved authorizing the Finance Director to establish a special revenue fund entitled "Payroll Stabilization Fund" for the City of Sandusky.

CC: Donald C. Icsman, Interim City Manager/Law Director

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

A RESOLUTION AUTHORIZING THE FINANCE DIRECTOR TO ESTABLISH A SPECIAL REVENUE FUND DESIGNATED AS THE "PAYROLL STABILIZATION FUND" FOR THE CITY OF SANDUSKY, ERIE COUNTY, OHIO.

WHEREAS, the Ohio Revised Code, Section 5705.13(B), authorizes a taxing authority to establish a special revenue fund to accumulate resources for the payment of accumulated leave at separation of employment including retirement or paying salaries when the number of pay periods exceeds the usual and customary number for a year; and

WHEREAS, notwithstanding the Ohio Revised Code, Sections 5705.14 through 5705.16, Section 5705.13(B) permits money to be transferred to this fund from any fund from which the termination / severance or salary payments could lawfully be made; and

WHEREAS, amounts accumulated in this fund should be reasonable based on the taxing authority's estimated liability for benefits and there is no limit on the amount that may be reserved; and

WHEREAS, the establishment of this fund does not require additional permission from the Auditor of State; 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 and; NOW, THEREFORE,

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

Section 1. The Finance Director is authorized and directed to establish a special revenue fund designated as the "Payroll Stabilization Fund" pursuant to Section 5705.13(B) of the Ohio Revised Code.

Section 2. The Finance Director is further authorized to do all things necessary and proper to manage the resources in the fund consistent with the provisions of the fund and the law.

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

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

Section 5. That for the reasons set forth in the preamble hereto, this Resolution shall take effect at the earliest time allowed by Law.

\_\_\_\_\_  
DANIEL J. KAMAN  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed:

TO: Don Icsman, Acting City Manager

FROM: Amanda Meyers, Paralegal  
Carrie Handy, Chief Planner

DATE: September 14, 2010

RE: City Commission Agenda Item

**ITEM FOR CONSIDERATION:** Legislation requesting approval for the City Manager to accept eight (8) parcels of tax delinquent nonproductive land situated within the City of Sandusky through the City of Sandusky's Land Reutilization Program for the purpose of facilitating reutilization of the nonproductive land. The parcels are vacant lots that will be acquired by foreclosure, forfeiture or a gift of deed in lieu of foreclosure. The parcels will be placed in the Land Reutilization Inventory until sold.

**BACKGROUND INFORMATION:** Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code to acquire vacant and abandoned tax delinquent property with the future goal of productive reuse of the land. The City's ability to assemble land for reuse and redevelopment is critical to stabilizing and rebuilding Sandusky's neighborhoods and is necessary for neighborhood revitalization.

The goal of the City of Sandusky's Land Reutilization Program is to return vacant and abandoned tax delinquent property to productive use that benefits the community. If a property is not producing tax revenues, less money is collected and available for enhancements back in to the community. Also, because the property is abandoned, it is not maintained and often becomes an illegal dumping ground. The City spends thousands of dollars a year maintaining weeds and nuisance conditions on abandoned properties. By returning the property back to a long-term tax producing status, more revenue is generated and available for community improvements and the City will not have to expend funds to maintain it.

The eight (8) parcels requested for acquisition have been deemed to be necessary and/or beneficial to the Land Reutilization Program efforts and approved by the following quorum of the Land Bank Committee:

1. Carrie Handy - Chief Planner
2. Julie Farrar - City Commissioner
3. Charlie Sams - Acting Chief of Police
4. Kathy McKillips - Deputy Engineer
5. Scott Miller - Director of General Services

The City will assume possession and control of the parcels of nonproductive land which will be deposited in the City's Land Reutilization Inventory. The City will receive title free and clear of all liens and encumbrances except easements and covenants of record running with the land. The County Auditor will remove from

the tax lists and duplicates all taxes, assessments, charges, penalties, and interest that are due and payable on the land at the time of sale to the City. All lands acquired and held in the Land Reutilization Inventory are deemed to be real property used for a public purpose and are exempt from taxation until sold.

The eight (8) parcels are nonproductive vacant lots that will be acquired by foreclosure or a gift of deed in lieu of foreclosure and placed in the Land Reutilization Inventory to be acquired by the adjoining property owners for yard expansion or marketed for future development. The Lawrence Street parcel has been offered to the City as a gift of deed in lieu of foreclosure and is an unbuildable lot that will be offered to the adjoining property owners for yard expansion. The parcel located at 319 E. Jefferson Street will be acquired through foreclosure and will be combined with the adjoining vacant lot in order to form a buildable parcel for development of a single-family home by Habitat for Humanity. The Forest Street parcel (58-62723.000) has been forfeited to the State of Ohio and is currently tax exempt. The other Forest Street parcel (58-02489.000) will be acquired by gift of deed in lieu of foreclosure. Both parcels are located in the Southside Acquisition Zone and will be marketed for future development. The four (4) parcels located on Fourth Street will be acquired through foreclosure and have been requested by the adjoining property owner, Porter Memorial CME Church. The parcels are located in an area of the City zoned as Commercial Service and cannot be developed for residential use. The Church would like to acquire the property in order to expand parking for church services and to build a multipurpose shelter structure. If this Resolution is approved, a request for approval of separate Ordinances to enter into a purchase agreement for the sale of each of the parcels will be presented to the City Commission for approval at a future date.

**BUDGET IMPACT:** The cost of these acquisitions will be approximately \$1,900 in title fees, title insurance, escrow fees, deed preparation, closing costs and transfer fees, but upon sale the purchaser(s) shall be required to pay these costs and the City will recoup them. The taxing districts will not collect the delinquent taxes, assessments, penalties and interest currently due and owing in the amount of \$91,388.47, of which \$60,058.37 is owed to the City for assessments. However, by returning this abandoned nonproductive land to tax producing status, the taxing districts will begin collecting approximately \$1,054.32 yearly in real estate taxes and assessments, which will eventually increase with development of the vacant lots.

**ACTION REQUESTED:** It is requested legislation be adopted allowing the City Manager to accept the eight (8) parcels of land through the City of Sandusky's Land Reutilization Program.

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Amanda J. Meyers  
Paralegal

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Carrie R. Handy  
Chief Planner

I concur with this recommendation:

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Donald C. Icsman, Acting City Manager

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

**A RESOLUTION APPROVING AND ACCEPTING CERTAIN REAL PROPERTY FOR ACQUISITION INTO THE LAND REUTILIZATION PROGRAM.**

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

**WHEREAS**, the City is requesting acceptance of eight (8) parcels of tax delinquent nonproductive land situated within the City of Sandusky as further described in attached Exhibit "A"; and

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

**WHEREAS**, upon City Commission approval to accept the eight (8) nonproductive land parcels to be acquired by foreclosure, forfeiture or a gift of deed in lieu of foreclosure, the parcels will be placed in the Land Reutilization Inventory to be acquired by the adjoining property owners for yard expansion or marketed for future development; and

**WHEREAS**, all of the parcels requested for acquisition will be presented to this City Commission by Ordinance in the future for approval to enter into purchase and sale agreements for each of the parcels; and

**WHEREAS**, the cost of these acquisitions will be approximately \$1,900.00 in title fees, title insurance, escrow fees, deed preparation, closing costs and transfer fees which will be recouped by the City upon sale of the property; 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 and; NOW, THEREFORE,

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

Section 1. This City Commission hereby approves and accepts for acquisition into the Land Reutilization Program eight (8) parcels of nonproductive land situated within the City of Sandusky, as further described in Exhibit "A", a copy of which is attached to this Ordinance and specifically incorporated herein.

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

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

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

Section 5. That for the reasons set forth in the preamble hereto, this Resolution shall take effect at the earliest time allowed by Law.

\_\_\_\_\_  
DANIEL J. KAMAN  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed:

**EXHIBIT A  
VACANT LOTS**

Parcel	Address	Owner(s)	Del. Taxes	Assessments	P&I*	Total Owed	Yearly Taxes and Assessments
59-00420.000	0 Lawrence	Sadie Grant	2,248.40	12,347.72	371.12	14,967.24	86.86
<b>Proposed Use:</b> This vacant lot will be offered to the adjoining property owners for yard expansion. Located in the Kilbourne Plat Acquisition Zone.							
56-00638.000	319 E. Jefferson	Shirley VanWy	2,207.91	12,706.06	361.86	15,275.83	169.28
<b>Proposed Use:</b> Property will be combined with adjoining vacant lot to form a buildable parcel for future development. Located in the Kilbourne Plat Acquisition Zone.							
58-62723.000	0 N. Forest	James Young Jr. etal	0.00	0.00	0.00	0.00	106.00
<b>Proposed Use:</b> This buildable parcel is forfeited land and will be acquired for future development. Located in the Southside Acquisition Zone. Taxes are not currently being collected because forfeited property is tax exempt.							
58-02489.000	0 E. Forest	Stanley & Mary Swain Jr.	2,960.54	12,420.61	488.93	15,870.08	106.02
<b>Proposed Use:</b> This buildable parcel is located in the South Side Acquisition Zone and has been requested by Habitat for Humanity. The property owner will grant a gift of deed in lieu of foreclosure.							
57-01944.000	0 Fourth	Legusta Ricketts	2,286.11	4,380.07	574.34	7,240.52	146.54
<b>Proposed Use:</b> This buildable parcel is located in an area of the City zoned Commercial Service and has been requested by the adjoining property owner, Porter Memorial CME Church, in order to expand parking and to build a multipurpose shelter for the church.							
57-02247.000	0 Fourth	Kevin Williams	7,468.78	11,269.52	1,781.62	20,519.92	146.54
<b>Proposed Use:</b> This buildable parcel is located in an area of the City zoned Commercial Service and has been requested by the adjoining property owner, Porter Memorial CME Church, in order to expand parking and to build a multipurpose shelter for the church.							
57-02299.000	1725 Fourth	Daniel Johnson	7,239.78	6,934.39	1,621.11	15,795.28	146.54
<b>Proposed Use:</b> This buildable parcel is located in an area of the City zoned Commercial Service and has been requested by the adjoining property owner, Porter Memorial CME Church, in order to expand parking and to build a multipurpose shelter for the church.							
57-02300.000	0 Fourth	Daniel & Louise Johnson	1,430.67	0.00	288.93	1,719.60	146.54
<b>Proposed Use:</b> This buildable parcel is located in an area of the City zoned Commercial Service and has been requested by the adjoining property owner, Porter Memorial CME Church, in order to expand parking and to build a multipurpose shelter for the church.							
<b>Total Tax Delinquency:</b>						<b>91,388.47</b>	
<b>Estimated Yearly Tax Production:</b>							<b>1,054.32</b>



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## CITY COMMISSIONERS

DANIEL J. KAMAN, President  
JOHN HAMILTON, Vice President  
PERVIS D. BROWN, JR.  
JULIE A. FARRAR  
KIMBERLY A. NUESSE  
DAVID L. WADDINGTON  
DIEDRE Y. COLE

DONALD C. ICSMAN, Acting City Manager  
DONALD C. ICSMAN, Law Director  
HANK S. SOLOWIEJ, Finance Director  
KELLY L. KRESSER, Commission Clerk

222 MEIGS STREET  
SANDUSKY, OH 44870  
Phone: 419.627.5844  
FAX: 419.627.5825

[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**TO: Donald C. Icsman  
Acting City Manager**

**FROM: Carrie R. Handy, Chief Planner  
Department of Planning, Engineering and Development**

**DATE: September 28, 2010**

**SUBJECT: Commission Agenda Item – U.S. Department of Housing and Urban  
Development: FY2010 Community Development Block Grant (CDBG) – Center  
For Cultural Awareness Subrecipient Agreement.**

**ITEM FOR CONSIDERATION:**

Legislation for the approval of CDBG Program Subrecipient Agreement between the City of Sandusky and Center For Cultural Awareness to implement a Citizen Circle program. The program will assist ex-offenders by providing them the resources and mentoring they need to become a sustainable and productive member in Sandusky. The CDGB Funds shall be utilized only to assist ex-offenders who are residing or intend to reside in the City of Sandusky. The intent of this proposed project is to reduce the recidivism rate of amongst ex-offenders.

**BUDGETARY INFORMATION:**

The City of Sandusky will award the Center For Cultural Awareness \$21,000 to implement a program entitled the Citizen Circle. Funds will be used for administrative management and marketing of the new program to assist ex-offenders to become acclimated back into society. The Center For Cultural Awareness is providing \$4,718 of an in-kind match to support the program. There is no impact to the City's General Fund.

**ACTION REQUESTED:**

It is requested that the proper legislation be prepared to allow for the approval of the Agreement. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to execute the Subrecipient Agreement to allow the Center For Cultural Awareness to implement the program and to expend the funds before the deadline of June 30, 2011.

---

**Carrie Handy, Chief Planner**

I concur with this recommendation:

---

**Donald C. Icsman, Acting City Manager**

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH THE CENTER FOR CULTURAL AWARENESS, SUBSTANTIALLY IN THE SAME FORM AS ATTACHED HERETO, AND TO EXPEND AN AMOUNT NOT TO EXCEED \$21,000.00 FROM THE FY 2010 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, under this Agreement, the City of Sandusky will award the Center for Cultural Awareness \$21,000.00 to implement a Citizen Circle program to assist ex-offenders residing or intending to reside in the City of Sandusky by providing resources and mentoring needed to become sustainable and productive members in Sandusky and reduce the recidivism rate amongst ex-offenders; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the agreement and allow the Center for Cultural Awareness to implement the Citizen Circle program and to expend the funds before the deadline of June 30, 2011; 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. This City Commission hereby approves and authorizes the execution of the Subrecipient Agreement with the Center for Cultural Awareness, 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, to implement a Citizen Circle program to assist ex-offenders residing or intending to reside in the City of Sandusky and authorizes the City Manager and/or Finance Director to expend funds in an amount not to exceed Twenty One Thousand and 00/100 Dollars (\$21,000.00) from the FY 2010 Community Development Block Grant Funds to the Center for Cultural Awareness.

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.

\_\_\_\_\_  
DANIEL J. KAMAN  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: October 12, 2010

**City of Sandusky**  
**Department of Engineering, Planning and Development**  
**Public Services**  
**Subrecipient Agreement**

This agreement entered into as of \_\_\_\_\_, 2010, by and between the City of Sandusky (hereinafter referred to "City"), 222 Meigs Street, Sandusky, Ohio acting through its City Manager and upon the advice of its Department of Engineering, Planning and Development, and the Center for Cultural Awareness, (hereinafter referred to as "Subrecipient"), located at 416 Columbus Avenue, Sandusky, Ohio 44870.

WITNESSETH THAT:

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

WHEREAS, included in said application, or provided for and referred to in subsequent attachments to said application, the Subrecipient is to assist ex-offenders by providing them the resources and mentoring they need to become a sustainable and productive member in Sandusky;

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 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 \_\_\_\_\_, 2010 THROUGH AND INCLUDING June 30, 2011.

**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-one thousand dollars and no cents (\$21,000.00).

**6. Ineligible Use of Funds**

Funds are not authorized for 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- and A-122. **Documentation shall be submitted to the City each month by the fifteenth (15) day of the month. Final payment is based on the Closeout project Report due within forty-five (45) days of the AGREEMENT end date (See Attachment I).**

**8. Project Progress Reporting**

(a) During the term of this contract, the Subrecipient will submit a Project Progress Report to the City for each month. The Subrecipient will submit the Project Progress Report to the City within 15 days of the close of each reporting period, except for the last one which is due 45 days of the AGREEMENT end date. 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.

**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**

Sharon Evanich, Grants Administrator 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.

#### **15. 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.

#### **16. 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.

**17. Audit**

The Subrecipient is encouraged to comply with the audit requirements set forth in OMB Circular A-133. If the audit requirements of A-133 are not followed by the Subrecipient, the audit requirements of OMB Circular A-110 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**

\_\_\_\_\_  
Donald Icsman  
Acting City Manager

\_\_\_\_\_  
Charlene Adams, Executive Director  
Center For Cultural Awareness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Donald Icsman, Law Director

\_\_\_\_\_  
Date

**CITY FINANCE DIRECTOR'S CERTIFICATE**

I hereby certify that the sum of \$21,000.00, being the amount needed to meet the obligations of the foregoing agreement is in the City Treasury to the credit of an appropriate fund duly appropriated for such purpose and not otherwise encumbered or in the process of collection.

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

\_\_\_\_\_  
Hank Solowiej, Finance Director

\_\_\_\_\_  
Date

**ATTACHMENT I  
STATEMENT OF WORK**

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

## **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 Center for Cultural Awareness will implement a Citizen Circle program. It is a program that will assist at least 50 ex-offenders age 18 and older by providing them the resources and mentoring they need to become a sustainable and productive member in Sandusky. The CDGB Funds shall be utilized only to assist ex-offenders who are residing or intend to reside in the City of Sandusky. The intent of this proposed project is to reduce the recidivism rate of amongst ex-offenders.

The scope of services outlined above and in the Center For Cultural Awareness Proposal application has been approved.

**ATTACHMENT I  
STATEMENT OF WORK**

**PROGRAM BUDGET**

<b>Description of Work</b>	<b>CDBG Funds Requested</b>	<b>Other Funding Sources</b>	<b>In-Kind Contributions</b>	<b>TOTAL PROJECT COSTS</b>
Salaries	\$13,781		\$3,700	\$17,481
Fringe Benefits				
Office Supplies	\$473		\$18	\$491
Advertising/Printing	\$296			\$296
Travel				
Equipment (e.g. computer, phone, etc.)				
Consultant Services/Planning Fees				
Computer			\$700	\$700
Office Furniture			\$300	\$300
Client Service Fees				
Other	\$6,000			\$6,000
Administrative Fee	\$450			\$450
<b>Total Project Costs</b>	<b>\$21,000</b>		<b>\$4,718</b>	<b>\$25,718</b>

## **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:

Individual CDGB Public Services Clientele Forms (to be kept on file for five years at Subrecipient's location)

To Be Submitted:

Accumulated Total of the CDGB Public Services Clientele Form

Copies of Sign-In Sheets

Copies of Agendas for trainings, meetings, etc.

Copies of Promotional Materials

Copies of Advertising/Marketing Ads

List of Volunteers Involved in Mentoring

Program Handbook

## **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 request for payment.
- A final inventory of property in the Subrecipient's possession that was acquired or improved with CDBG funds, if applicable.
- The amount of any unused CDBG funds.
- Other provisions appropriate to any special circumstances.

### **Continuing Subrecipient Responsibilities**

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

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

**ATTACHMENT II  
CERTIFICATIONS & OTHER REGULATIONS**

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

**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.

---

Charlene Adams, Executive Director  
Center For Cultural Awareness

---

Date

**ATTACHMENT II  
CERTIFICATIONS & OTHER REGULATIONS**

**CERTIFICATION  
EQUAL OPPORTUNITY**

The provider agrees to comply with:

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

\_\_\_\_\_  
Charlene Adams, Executive Director  
Center For Cultural Awareness

\_\_\_\_\_  
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.

\_\_\_\_\_  
Charlene Adams, Executive Director  
Center For Cultural Awareness

\_\_\_\_\_  
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.

\_\_\_\_\_  
Charlene Adams, Executive Director  
Center For Cultural Awareness

\_\_\_\_\_  
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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Charlene Adams, Executive Director  
Center For Cultural Awareness

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Date



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## CITY COMMISSIONERS

DANIEL J. KAMAN, President  
JOHN HAMILTON, Vice President  
PERVIS D. BROWN, JR.  
JULIE A. FARRAR  
KIMBERLY A. NUESSE  
DAVID L. WADDINGTON  
DIEDRE Y. COLE

DONALD C. ICSMAN, Acting City Manager  
DONALD C. ICSMAN, Law Director  
HANK S. SOLOWIEJ, Finance Director  
KELLY L. KRESSER, Commission Clerk

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SANDUSKY, OH 44870  
Phone: 419.627.5844  
FAX: 419.627.5825

[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

TO: **Donald C. Icsman  
Acting City Manager**

FROM: **Carrie R. Handy, Chief Planner  
Department of Planning, Engineering and Development**

DATE: **September 28, 2010**

SUBJECT: Commission Agenda Item – U.S. Department of Housing and Urban  
Development: FY2010 Community Development Block Grant (CDBG) –  
Volunteers of America Northwest Ohio Sub-recipient Agreement.

**ITEM FOR CONSIDERATION:**

Legislation for the approval of the City of Sandusky, Department of Planning, Engineering and Development Subrecipient Agreement between the City of Sandusky and Volunteers of America Northwest Ohio to provide homeless prevention services including emergency rental, mortgage and utility assistance to low- and moderate income residents in Sandusky. The CDBG funds shall be utilized only to sustain current residents of the City of Sandusky. The intent of this proposed project is to prevent homelessness by assisting those of the Sandusky community to keep their current housing.

**BUDGETARY INFORMATION:**

The City of Sandusky will award Volunteers of America \$65,000 to provide homeless prevention services including emergency rental, mortgage and utility assistance to low- and moderate income residents in Sandusky under the rules and regulations of the Community Development Block Grant. Emergency rental, mortgage and utility (gas, water and electric) assistance will be provided for maximum of three months. The maximum assistance is \$1,500 per family. Volunteers of America Northwest Ohio is providing \$182,445 from other local and government program funding sources and \$14,500 of in-kind rent assistance. There is no impact to the City's General Fund.

**ACTION REQUESTED:**

It is requested that the legislation be passed to allow for the approval of the Agreement. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to execute the Subrecipient Agreement as soon as possible to allow the Volunteers of America Northwest Ohio to expend the funds before the deadline of June 30, 2011 and to distribute funds to those families waiting to receive assistance.

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**Carrie Handy, Chief Planner**

I concur with this recommendation:

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**Donald C. Icsman, Acting City Manager**

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO SUBRECIPIENT AGREEMENT WITH THE VOLUNTEERS OF AMERICA NORTHWEST OHIO, SUBSTANTIALLY IN THE SAME FORM AS ATTACHED HERETO, AND TO EXPEND AN AMOUNT NOT TO EXCEED \$65,000.00 FROM THE FY 2010 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, under this Agreement, the City of Sandusky will award the Volunteers of American Northwest Ohio \$65,000.00 to provide homeless prevention services including emergency rental, mortgage and utility assistance to low and moderate income residents in 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 execute the agreement and allow the Volunteers of America Northwest Ohio to distribute funds to families waiting to receive assistance and to expend the funds before the deadline of June 30, 2011; 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. This City Commission hereby approves and authorizes the execution of the Subrecipient Agreement with the Volunteers of America Northwest Ohio, 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, to provide homeless prevention services to low and moderate income residents in Sandusky and authorizes the City Manager and/or Finance Director to expend funds in an amount not to exceed Sixty Five Thousand and 00/100 Dollars (\$65,000.00) from the FY 2010 Community Development Block Grant Funds to the Volunteers of America Northwest 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.

\_\_\_\_\_  
DANIEL J. KAMAN  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: October 12, 2010

**AMENDMENT I**  
**City of Sandusky**  
**Public Services**  
**Subrecipient Agreement**

This Amendment refers to scope of services and compensation change in the original signed Agreement made and entered into on the 1<sup>st</sup> day of August, 2009 through June 30, 2010, by and between the City of Sandusky (hereinafter referred to "City"), 222 Meigs Street, Sandusky, Ohio acting through its Interim City Manager and upon the advice of its Department of Engineering, Planning and Development Department and the Volunteers of America Northwest Ohio, (hereinafter referred to as "Subrecipient"), 1843 Superior Street, Sandusky, Ohio 44870.

The amended Compensation terms:

**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 Scope of Services and Statement of Work Program Budget, which is attached hereto and made a part thereof as if fully rewritten.

**5. Compensation**

The City shall compensate the Subrecipient for all expenditures made in accordance with the aforementioned service activities (See Attachment I in the original agreement). Compensation shall be provided on a reimbursement basis during the term of the AGREEMENT not to exceed award amount of sixty thousand dollars and no cents (\$60,000.00).

This Amendment is effective on January 1, 2010 through June 30, 2010. The said parties for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the the full performance of the covenants herein contained.

*A copy or fax will be accepted as original signature documentation.*

City of Sandusky

Subrecipient

\_\_\_\_\_  
Donald C. Icsman  
Interim City Manager

\_\_\_\_\_  
Susan Ream-Snyder, Executive Director  
Volunteers of America Northwest Ohio

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Content:

\_\_\_\_\_  
Sharon Evanich  
Grants Administrator

\_\_\_\_\_  
Date

HAH II Help Against Homelessness II

Budget Amendment Proposal

Additional Amount Requested: \$5,000

Salaries from \$5,500 to	\$6,000
Use of Space from \$550to	\$600
Utility Assistance from \$17,000to	\$21,459

This will enable us to assist 3-15 more households and prevent them from becoming homeless. This will keep an average of 15-75 more persons from becoming homeless in Erie County and in the City of Sandusky depending on need and household size.

We are requesting the additional monies in the area of Utilities because we have exhausted the original \$17,000 already that was budgeted since August of 2009 and with the winter season upon us know there are more families in need.

Respectfully Submitted,

Sondra Anderson  
Director of Homeless Services  
Volunteers of America Northwest Ohio

**ATTACHMENT I  
STATEMENT OF WORK**

**PROGRAM BUDGET**

Description of Work	CDBG Funds Requested	Other Funding Sources	In-Kind Contributions	TOTAL PROJECT COSTS
Salaries	<del>6,000</del> 5,500.00	25,000.00		30,500.00
Fringe Benefits	605.00	2,750.00		3,355.00
Office Supplies/Equipment	400.00	1200.00		1,600.00
Advertising/Printing	575.00	1725.00		2,300.00
Travel	225.00	675.00		900.00
Consultant Services/Planning Fees				
Computer				
Office Furniture				
Use of Office Space	<del>580.00</del> 600.00	1,650.00		2,200.00
Client Service Fees			50,000.00	50,000.00
Other Rent Assistance	15,550.00	51,000.00	48,000.00	114,550.00
Utility Assistance	<del>17,000.00</del> 21,450.00	49,000.00	40,000.00	106,000.00
Mortgages Assistance	14,595.00	49,000.00	42,000.00	105,595.00
<b>Total Project Costs</b>	<del>55,000.00</del> 69,000	182,000.00	180,000.00	417,000.00

Salaries \$6,000 from 5,500  
 Use of Space \$600 from 550  
 Utilities \$21,450 from 17,000



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## CITY COMMISSIONERS

DANIEL J. KAMAN, President  
JOHN HAMILTON, Vice President  
PERVIS D. BROWN, JR.  
JULIE A. FARRAR  
KIMBERLY A. NUESSE  
DAVID L. WADDINGTON  
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**TO: Donald C. Icsman  
Acting City Manager**

**FROM: Carrie R. Handy, Chief Planner  
Department of Planning, Engineering and Development**

**DATE: September 28, 2010**

**SUBJECT: Commission Agenda Item – U.S. Department of Housing and Urban  
Development: FY2010 Community Development Block Grant (CDBG) – Erie-  
Huron Counties Community Action Commission, Inc. Sub-recipient Agreement.**

**ITEM FOR CONSIDERATION:**

Legislation for the approval of the CDBG Program Sub-recipient Agreement between the City of Sandusky and Erie-Huron Counties Community Action Commission, Inc. which will provide emergency home repairs and accessibility modifications to low- and moderate income single-family homeowners in Sandusky. The CDGB Funds shall be utilized only to assist Sandusky residents.

**BUDGETARY INFORMATION:**

The City of Sandusky will award Erie-Huron Counties Community Action Agency, Inc. \$130,000 to provide emergency home repairs and accessibility modifications to low- and moderate income single-family homeowners in Sandusky under the rules and regulations of the Community Development Block Grant Program. The maximum assistance is \$7,999.00 per household. Erie-Huron Counties Community Action Agency, Inc. is providing \$65,703 from other local and government program funding sources. There is no impact to the City's General Fund.

**ACTION REQUESTED:**

It is requested that this legislation be passed in accordance with Section 14 of the City Charter in order to execute the Sub-recipient Agreement to allow the Erie-Huron Counties Community Action Agency, Inc. to begin assisting homeowners as expeditiously as possible and to expend the funds before the deadline of June 30, 2011.

---

**Carrie Handy, Chief Planner**

I concur with this recommendation:

---

**Donald C. Icsman, Acting City Manager**

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH THE ERIE-HURON COUNTIES COMMUNITY ACTION COMMISSION, INC., SUBSTANTIALLY IN THE SAME FORM AS ATTACHED HERETO, AND TO EXPEND AN AMOUNT NOT TO EXCEED \$130,000.00 FROM THE FY 2010 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, under this Agreement, the City of Sandusky will award the Erie-Huron Counties Community Action Commission, Inc. \$130,000.00 to provide emergency home repairs and accessibility modifications to low and moderate income single-family homeowners in 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 allow the Erie-Huron Counties Community Action Commission, Inc. to begin providing assistance to homeowners in Sandusky as expediently as possible and to expend the funds before the deadline of June 30, 2011; 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. This City Commission hereby approves and authorizes the execution of the Subrecipient Agreement with the Erie-Huron Counties Community Action Commission, Inc., 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, to provide emergency home repairs and accessibility modifications to low and moderate income single-family homeowners in Sandusky and authorizes the City Manager and/or Finance Director to expend funds in an amount not to exceed One Hundred Thirty Thousand and 00/100 Dollars (\$130,000.00) from the FY 2010 Community Development Block Grant Funds to the Erie-Huron Counties Community Action Commission, Inc..

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.

\_\_\_\_\_  
DANIEL J. KAMAN  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: October 12, 2010

**City of Sandusky**  
**Department of Engineering, Planning and Development**  
**Public Services**  
**Subrecipient Agreement**

This agreement entered into as of \_\_\_\_\_, 2010, by and between the City of Sandusky (hereinafter referred to as "City"), 222 Meigs Street, Sandusky, Ohio acting through its City Manager and upon the advice of its Department of Engineering, Planning and Development, and the Erie-Huron Counties Community Action Commission, Inc., (hereinafter referred to as "Subrecipient"), located at 908 Seavers Way, Sandusky, OH 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 emergency home repairs and/or accessibility modifications to qualified homeowners in Sandusky;

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 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 \_\_\_\_\_, 2010 THROUGH AND INCLUDING June 30, 2011.
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 one-hundred thirty thousand dollars and no cents (\$130,000.00).
6. **Ineligible Use of Funds**  
Funds are not authorized for 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- and A-122. **Documentation shall be submitted to the City each month by the fifteenth (15) day of the month. Final payment is based on the Closeout project Report due within forty-five (45) days of the AGREEMENT end date (See Attachment I).**
8. **Project Progress Reporting**
  - (a) During the term of this contract, the Subrecipient will submit a Project Progress Report to the City for each month. The Subrecipient will submit the Project Progress Report to the City within 15 days of the close of each reporting period, except for the last one which is due 45 days of the AGREEMENT end date. 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.
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**

Sharon Evanich, Grants Administrator 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.

**15. 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.

#### **16. 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.

**17. Audit**

The Subrecipient is encouraged to comply with the audit requirements set forth in OMB Circular A-133. If the audit requirements of A-133 are not followed by the Subrecipient, the audit requirements of OMB Circular A-110 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**

\_\_\_\_\_  
Donald Icsman  
Acting City Manager

\_\_\_\_\_  
Janice W. Warner, Executive Director  
Erie-Huron Counties Community Action Commission, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Donald Icsman, Law Director

\_\_\_\_\_  
Date

**CITY FINANCE DIRECTOR'S CERTIFICATE**

I hereby certify that the sum of \$100,000.00 being the amount needed to meet the obligations of the foregoing agreement is in the City Treasury to the credit of an appropriate fund duly appropriated for such purpose and not otherwise encumbered or in the process of collection.

ACCOUNT NUMBER: \_\_\_\_\_

FUNDS AVAILABLE: \$ \_\_\_\_\_

\_\_\_\_\_  
Hank Solowiej, Finance Director

\_\_\_\_\_  
Date

**ATTACHMENT I  
STATEMENT OF WORK**

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

## **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-Huron Counties Community Action Agency, Inc. will provide at least 16 emergency home repairs and/or accessibility modifications qualified Sandusky homeowners who meet HUD income guidelines and the City of Sandusky's program guidelines. The intended result is for homeowners to receive physical modifications to their homes to render them safer and/or more accessible.

The scope of services outlined above and in the Erie-Huron Counties Community Action Agency, Inc. Proposal application has been approved.

**ATTACHMENT I  
STATEMENT OF WORK**

**PROGRAM BUDGET**

<b>Description of Work</b>	<b>Total Project Costs</b>	<b>CDBG Funds Requested</b>	<b>Other Funding Sources</b>	<b>In-Kind Contributions</b>
Salaries,	\$11,560.00	\$9,040.00	\$2,520.00	
Fringe Benefits	\$2,886.00	\$2,099.00	\$787.00	
Office Supplies/ Equipment	\$1,170.00	\$1,170.00		
Advertising/Printing	\$650.00	\$650.00		
Travel	\$390.00	\$390.00		
Telephone/Utilities	\$1,404.00	\$1,404.00		
Utilities/Space Costs	\$3,146.00	\$3,146.00		
Consultant Services/ Planning Fees				
Computer				
Office Furniture				
Client Service Fees	\$167,997.00	\$105,601.00	\$36,776.00 AOA \$25,620.00 1/3 of H <del>AGP</del>	
Other: Administrative	\$6,500.00	\$6,500.00		
<b>Total Project Expenditures</b>	<b>\$195,703.00</b>	<b>\$130,000.00</b>	<b>\$65,703.00</b>	

**CDBG % of Total Budget: 66%**



**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:

Individual CDGB Public Services Clientele Forms (to be kept on file for five years at Subrecipient's location)

To Be Submitted:

Accumulated Total of the CDGB Public Services Clientele Form

Itemized List of Homeowner's Name, Address, Summary/Description of Work Conducted

Copies of Promotional Program Materials

Copies of Advertising/Marketing Ads, if applicable

## **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 request for payment.
- A final inventory of property in the Subrecipient's possession that was acquired or improved with CDBG funds, if applicable.
- The amount of any unused CDBG funds.
- Other provisions appropriate to any special circumstances.

### **Continuing Subrecipient Responsibilities**

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

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

**ATTACHMENT II  
CERTIFICATIONS & OTHER REGULATIONS**

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

**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.

\_\_\_\_\_  
Janice W. Warner, Executive Director  
Erie-Huron Counties Community Action Commission, Inc.

\_\_\_\_\_  
Date

**ATTACHMENT II  
CERTIFICATIONS & OTHER REGULATIONS**

**CERTIFICATION  
EQUAL OPPORTUNITY**

The provider agrees to comply with:

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

\_\_\_\_\_  
Janice W. Warner, Executive Director  
Erie-Huron Counties Community Action Commission, Inc.

\_\_\_\_\_  
Date

**ATTACHMENT II  
CERTIFICATIONS & OTHER REGULATIONS**

**CERTIFICATION  
DRUG-FREE WORKPLACE**

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

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

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Janice W. Warner, Executive Director  
Erie-Huron Counties Community Action Commission, Inc.

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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.

\_\_\_\_\_  
Janice W. Warner, Executive Director  
Erie-Huron Counties Community Action Commission, Inc.

\_\_\_\_\_  
Date

## **ATTACHMENT II CERTIFICATIONS & OTHER REGULATIONS**

### **CERTIFICATION ASSURANCES-NON-CONSTRUCTION PROGRAMS**

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

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

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

---

Janice W. Warner, Executive Director  
Erie-Huron Counties Community Action Commission, Inc.

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Date

**TO:** Donald C. Icsman, Interim City Manager

**FROM:** Carrie Handy, Chief Planner

**DATE:** September 28, 2010

**RE: City Commission Agenda Item – Memorandum of Understanding for Cooperative Transportation Planning Between Erie Regional Planning Commission Metropolitan Planning Organization and the City of Sandusky/Sandusky Transit System**

**ITEM FOR CONSIDERATION:**

Legislation requesting approval of the attached memorandum of understanding for cooperative transportation planning between the Erie Regional Planning Commission Metropolitan Planning Organization (MPO) and the City of Sandusky/Sandusky Transit System.

**BACKGROUND INFORMATION:**

City staff were contacted by Erie Regional Planning Commission MPO staff recently regarding entering into a cooperative agreement for transit planning services. The MPO had recently undergone a review by the Ohio Department of Transportation and that agency recommended that an agreement be pursued between the City and the MPO in order to be in compliance with federal transportation planning regulations.

The objective of the agreement is to continue the cooperative effort of both agencies in producing a Long Range Transportation Plan (LRTP) and maintaining a transportation planning process that meets the transportation needs of the area, and the requirements of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and the Clean Air Act Amendment of 1990 (CAAA), as may be amended, and other applicable laws and regulations.

**BUDGET IMPACT:** There is no additional cost associated with this memorandum of understanding. It is an agreement to cooperatively plan for the future of transit services in the Sandusky area and outline each organization's responsibilities in that cooperative planning effort. Funding is already in place for the staffing/work described in the agreement.

**ACTION REQUESTED:** It is requested legislation be adopted allowing the City Manager to enter into the memorandum of understanding between the Erie Regional Planning Commission MPO and the City. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow the MOU to be executed as soon as possible so that this requirement from the Ohio Department of Transportation can be satisfied.

---

Carrie R. Handy, Chief Planner/Transit Administrator

I concur with this recommendation:

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Donald C. Icsman, Interim City Manager

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING FOR COOPERATIVE TRANSPORTATION PLANNING BETWEEN THE CITY OF SANDUSKY AND THE ERIE REGIONAL PLANNING COMMISSION METROPOLITAN PLANNING ORGANIZATION FOR THE SANDUSKY TRANSIT SYSTEM, SUBSTANTIALLY IN THE SAME FORM ATTACHED HERETO; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to 23 CFR 450.314(a), as promulgated by the Federal Highway Administration (FHWA) and the FTA, the MPO, the State(s), and the public transportation operator(s) shall cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process and these responsibilities shall be clearly identified in written agreements among the MPO, the State(s), and the public transportation operator(s) serving the metropolitan planning area; and

WHEREAS, the Sandusky Transit System and the Erie Regional Planning Commission seek to carry out public transportation planning in compliance with FHWA and FTA regulations and guidelines; and

WHEREAS, the objective of the proposed Memorandum of Understanding is to continue the cooperative effort of both agencies in producing a Long Range Transportation Plan (LRTP) and maintaining a transportation planning process that meets the transportation needs of the area and the requirements of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and the Clean Air Act Amendment of 1990 (CAAA), as may be amended and other applicable laws and regulations; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the MOU to be executed as soon as possible to satisfy this requirement from the Ohio Department of Transportation; and

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

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

Section 1. The City Manager be and hereby is authorized to execute the Memorandum of Understanding with the Erie Regional Planning Commission Metropolitan Planning Organization for cooperative transportation planning for the Sandusky Transit System, substantially in the same form as reflected in Exhibit "A" which is attached and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

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

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

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

\_\_\_\_\_  
DANIEL J. KAMAN  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: October 12, 2010

**MEMORANDUM OF UNDERSTANDING  
FOR COOPERATIVE TRANSPORTATION PLANNING  
BETWEEN  
ERIE REGIONAL PLANNING COMMISSION  
METROPOLITAN PLANNING ORGANIZATION  
AND  
SANDUSKY TRANSIT SYSTEM**

This Agreement made and entered into by and between the City of Sandusky an Ohio Charter Municipality, 222 Meigs Street, Sandusky, Erie County, Ohio 44870, hereinafter referred to as the "City", and the Erie Regional Planning Commission, a regional planning commission organized and existing under the laws of the State of Ohio, hereinafter referred to as "ERPC", this \_\_\_\_\_ day of \_\_\_\_\_, 2010

**WITNESSETH THAT:**

**Whereas**, the City operates the Sandusky Transit System, hereinafter referred to as "STS", as a Small Urban Transit System under the guidelines of 49 USC 53; and

**Whereas**, STS is a demand responsive, curb-to-curb, advanced reservation, shared ride transportation service that is provided within the City of Sandusky, most of Perkins Township and within the City of Huron funded in part by the City of Sandusky, the Ohio Department of Transportation, the Federal Transit Administration (FTA) and various local contributing agencies; and

**Whereas**, ERPC is designated as a Metropolitan Planning Organization (MPO) by the State of Ohio acting through the Ohio Department of Transportation (ODOT), charged with the responsibility of maintaining a comprehensive, cooperative, and continuing transportation planning process within the geographic limits of Erie County and a portion of Lorain County, in accordance with the Federal-Aid Highway Act of 1962, as amended; and,

**Whereas**, pursuant to 23 CFR 450.314(a), as promulgated by the Federal Highway Administration (FHWA) and the FTA, the MPO, the State(s), and the public transportation operator(s) shall cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process and these responsibilities shall be clearly identified in written agreements among the MPO, the State(s), and the public transportation operator(s) serving the metropolitan planning area; and

**Whereas**, STS and ERPC seek to carry out public transportation planning in compliance with FHWA and FTA regulations and guidelines; and

**Whereas**, STS and ERPC recognize the need for integrated long range planning for transit markets, services and projects that span the metropolitan planning area boundaries served by ERPC and shall continue the cooperative effort of both agencies in producing a Long Range Transportation Plan (LRTP) and maintaining a transportation planning process that meets the transportation needs of the area, and the requirements of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and the Clean Air Act Amendment of 1990 (CAAA), as may be amended, and other applicable laws and regulations; and

**Whereas**, ERPC and STS desire to adopt cooperative procedures that define specific roles and responsibilities for STS and ERPC; and

**Now, therefore**, the parties do mutually agree:

#### **SECTION 1: RESPONSIBILITIES OF THE ERPC**

ERPC shall undertake the necessary planning work as required by SAFETEA-LU and the CAAA, as may be amended, and other appropriate federal and state laws and regulations as follows:

- a) Prepare and maintain a Transportation Planning Work Program.
- b) The transportation planning process will include all federally required planning factors in developing plans and programs.
- c) Complete a LRTP in cooperation with STS, which will include federally required elements.
- d) Prepare a Transportation Improvement Plan (TIP) in cooperation with ODOT & STS that is consistent with federal laws and regulations, state requirements, and local requirements.
- e) Provide technical services to units of local government and STS cooperating in the transportation planning process.
- f) Work with units of local government and STS on expediting the implementation of the projects recommended in the LRTP and TIP.

- g) Prepare the appropriate publications, which communicate significant findings and recommendations of the transportation planning process in a form suitable for technical and public use and review.

## **SECTION 2: RESPONSIBILITIES OF STS**

STS shall cooperate and participate in the transportation planning process as follows:

- a) Provide to ERPC a copy of its Transportation Development Plan (TDP) along with any updates as well as progress on any pending projects.
- b) Provide needed information and data requested by the ERPC Policy Committee or ERPC staff, to the extent that said data are available or in the process of being collected.
- c) Participate with other units of government and authorities as members of various committees and subcommittees, as requested by the ERPC Policy Committee or Technical Advisory Committee or staff.
- d) Use the LRTP as the document from which projects proposed for inclusion in the TIP are derived.
- e) Provide assistance in the preparation of work products and in the perpetuation of the transportation planning process.
- f) Develop short-range plans for the provisions of public transit service in its service area striving to include coordination in all aspects of the process.

This cooperative working relationship shall be made a part of the records of each party to this Memorandum of Understanding.

This Memorandum of Understanding shall be and remain in full force and effect until terminated in writing by either party by giving 30 days written notice of termination to the other party's authorized representative:

For the City of Sandusky:

For ERPC:

City of Sandusky  
c/o City Manager  
222 Meigs Street  
Sandusky, OH 44870

Erie Regional Planning Commission  
c/o Transportation Planner  
2900 Columbus Avenue  
Sandusky, OH 44870

IN WITNESS WHEREOF, the City Commission of the City of Sandusky, Ohio,  
has caused this Memorandum of Understanding to be duly executed in  
their respective names, all as of the date hereinbefore written.

WITNESSES:

CITY OF SANDUSKY:

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

\_\_\_\_\_  
Donald C. Icsman  
Acting City Manager

STATE OF OHIO )  
                  ) ss:  
ERIE COUNTY   )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, a Notary  
Public in and for said County and State, personally appeared Donald C.  
Icsman, Acting City Manager of the City of Sandusky, Ohio, and  
acknowledged his execution of the foregoing instrument as said officer of  
said City on behalf of said City and by its authority and that the same is his  
voluntary act and deed as said officer on behalf of said City and the  
voluntary act and deed of said City.

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

\_\_\_\_\_  
NOTARY PUBLIC

WITNESSES:

Erie Regional Planning Commission  
Metropolitan Planning Organization:

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

\_\_\_\_\_  
Steve Poggali  
Transportation Planner

STATE OF OHIO )  
                          ) ss:  
ERIE COUNTY    )

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, a Notary Public in and for said County and State, personally appeared Steve Poggali, Transportation Planner, Erie Regional Planning Commission Metropolitan Planning Organization and acknowledged their execution of the foregoing instrument as said officer of said Erie Regional Planning Commission Metropolitan Planning Organization on behalf of said Erie Regional Planning Commission Metropolitan Planning Organization and by its authority and that the same is their voluntary act and deed as said officer on behalf of said Erie Regional Planning Commission Metropolitan Planning Organization and the voluntary act and deed of said Erie Regional Planning Commission Metropolitan Planning Organization.

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

\_\_\_\_\_  
NOTARY PUBLIC

Approved as to Form:

\_\_\_\_\_  
Donald C. Icsman  
Law Director  
City of Sandusky

**TO:** Donald C. Icsman, Acting City Manager  
**FROM:** Kathryn K. McKillips, P.E., Engineer  
**DATE:** September 29, 2010  
**RE:** Commission Agenda Item

**ITEM FOR CONSIDERATION:** Legislation to enter into a second six month contract extension for land application of sewage sludge for calendar year 2010.

In 2006 a contract was awarded upon competitive bidding to Maple View Farms, LLC, of Castalia, Ohio, for land application of sewage sludge for the calendar year 2007 at a price of \$.0273 per gallon. The contract documents included a provision for the potential of two (2) one year extensions of the contract price and terms based upon the mutual consent of the City and Maple View Farms. The contract has been extended through 2009. Due to the Wastewater treatment Plant Expansion Project, staff is requesting that Maple View Farms' contract be extended for six months. Because land application is a long term commitment, bidding half year contract is not feasible. \$.0273 per gallon has been the price for sludge removal for the past three years with Maple View Farms. The City has a good working relationship with Maple View Farms. On January 11, 2010, the Commission passed Ordinance No. 10-003 extending a contract with Maple View Farms for six months to perform sludge land application. The City continued this price into 2010 because sludge disposal will need to be bid out after the new equipment is installed as part of the expansion project. Bid documents will be prepared and the next contract likely to be set up to begin January 1, 2011 since it is already September. Therefore, it is being requested that Maple View Farms continue to dispose of sludge for an additional six months, retroactive to July 1, 2010.

The expansion project involves the installation of a centrifuge that will allow plant staff to vary the amount of water in the sludge that will need to be disposed. Maple View Farms currently land applies the sludge in liquid form. Any variation to the current consistency of the sludge will change the price of disposal. Sludge disposal will need to be bid out allowing the contractor to charge for disposal based on the consistency of the sludge.

**BUDGETARY INFORMATION:** Funds for the payment of this service are routinely included in the operating budget of the Water Pollution Control Plant. The estimated amount of sludge for the first half of 2010 was 5,500,000 gallons at a price of \$.0273 per gallon. Therefore, the cost for the first six months was \$150,150.00. To date, \$144,471.60 has been spent on sludge disposal. The estimated amount of sludge for the SECOND half of 2010 IS 5,500,000 gallons at a price of \$.0273 per gallon for a total amount of \$150,150.00.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared to enter into a Six month extension with Maple View Farms, LLC of Castalia, Ohio for land application of sewage sludge for the calendar year 2010 in an amount not to exceed \$150,150.00. It is further requested that the legislation take immediate effect in accordance with Section 14 of the City Charter to allow continued sludge disposal as required as part of the wastewater treatment process.

I concur with this recommendation:

\_\_\_\_\_  
Donald C. Icsman  
Acting City Manager

\_\_\_\_\_  
Todd Roth  
Director of PED

cc: Hank Solowiej, Finance Director  
Jeffrey Meinert, Water Pollution Control Plant Superintendent  
Kelly Kresser, City Commission Clerk

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SIX MONTH CONTRACT EXTENSION WITH MAPLE VIEW FARMS, LLC, OF CASTALIA, OHIO, FOR THE LAND APPLICATION OF SEWAGE SLUDGE FROM THE WATER POLLUTION CONTROL PLANT FOR CALENDAR YEAR 2010; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized and directed the City Manager to enter into a contract with Maple View Farms, LLC, of Castalia, Ohio, for the land application of sewage sludge from the Water Pollution Control Plant for the calendar year 2007 by passage of Ordinance No. 06-075, passed on August 14, 2006, which included a provision for two (2) one-year extensions by mutual agreement between the City of Sandusky and Maple View Farms, LLC; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into a six month contract extension with Maple View Farms, LLC, of Castalia for the land application of sewage sludge from the Water Pollution Control Plant for the calendar year 2010 by passage of Ordinance No. 10-003, passed on January 11, 2010, and

WHEREAS, the City's Wastewater Treatment Plant Expansion Project involves the installation of a centrifuge that will allow staff to vary the amount of water in the sludge and any change to the consistency of the sludge will change the price of disposal therefore upon completion of the centrifuge installation it will be necessary to perform competitive bidding which is expected to be set up to begin January 1, 2011; and

WHEREAS, Maple View Farms currently land applies the sludge in liquid form and it is requested to extend the current contract with Maple View Farms for the remaining six months of calendar year 2010; and

WHEREAS, the estimated amount of sludge for the last six months of 2010 is 5,500,000 gallons at a contract rate of \$0.0273 per gallon, not to exceed \$150,150.00, and funds for the payment of this service are routinely included in the operating budget of the Water Pollution Control Plant; and

WHEREAS, this legislation should be passed under suspension of the rules as an emergency measure in accordance with Section 14 of the City Charter in order to allow the execution of the contract extension as soon as possible since the prior contract extension expired on June 30, 2010, and to allow continued sludge disposal as required as part of the wastewater treatment process; 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 Division of Engineering of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this Ordinance be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into a six month contract extension with Maple View Farms, LLC, of Castalia, Ohio, for the land application of sewage sludge from the Water Pollution Control Plant for the last six months of calendar year 2010, in the amount of \$.0273 per gallon or an amount not to exceed One Hundred Fifty Thousand One Hundred Fifty and 00/100 Dollars (\$150,150.00). Said land application shall be provided in accordance with the

proposal of the said Maple View Farms, LLC, currently on file in the office of the Director of Planning, Engineering & Development and the bid specifications in relation thereto which are made a part of said contract and agreement as if fully rewritten therein.

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.

\_\_\_\_\_  
DANIEL J. KAMAN  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: October 12, 2010

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

AN ORDINANCE APPROVING THE APPLICATION OF BENJAMIN BYINGTON TO EXPAND THE EXISTING COMMUNITY ENTERTAINMENT DISTRICT #1 WITHIN THE CITY TO INCLUDE PARCEL No. 56-00577.000 LOCATED AT 434 W. MARKET STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Ohio Revised Code §4301.80 provides for the designation of Community Entertainment Districts; and

WHEREAS, this City Commission found it advisable and necessary to establish additional guidelines for the review of any application seeking to have property designated as a Community Entertainment District by the enactment of Chapter 1159 of the Codified Ordinances as provided in Ordinance No. 05-090, passed on May 9, 2005; and

WHEREAS, this City Commission approved an application of the Sandusky State Theatre to designate a Community Entertainment District #1 by Ordinance No. 05-111, passed on June 27, 2005; and

WHEREAS, Benjamin Byington has properly filed an application with the Ex-Officio Mayor and City Manager, received in the office of the City Commission on August 9, 2010, to expand the existing Community Entertainment District #1, which is more fully described in the application; and

WHEREAS, the Ex-Officio Mayor and City Manager have submitted Benjamin Byington's application together with their recommendations to this City Commission at the City Commission meeting on August 9, 2010; and

WHEREAS, after public notice as required by law, a public hearing was held on September 13, 2010, to consider Benjamin Byington's application and no opposition was expressed to the application; and

WHEREAS, Benjamin Byington's application was reviewed by the City Administration and it was determined that the application and the request to expand the existing Community Entertainment District meets all of the provisions of Section 4301.80 of the Ohio Revised Code and of Chapter 1159 of the Codified Ordinances of the City; and

WHEREAS, this City Commission finds that it is in the best interest of the City to approve Benjamin Byington's application to expand the existing Community Entertainment District #1 in that it will contribute to entertainment, retail, educational, sporting, cultural, or arts opportunities for the City; and

WHEREAS, an emergency exists in that, for the immediate preservation of the public peace, property, health and safety, it is necessary that this Ordinance be immediately effective in order to approve the application of Benjamin Byington to expand the existing Community Entertainment District #1 to ensure compliance with processing deadlines established by Section 4301.80 of the Ohio Revised Code and Chapter 1159 of the Codified Ordinances and for the further reason that the expansion of the existing Community Entertainment District in the City will promote economic development and investment in the City's downtown waterfront, and by reason thereof, this Ordinance shall take effect forthwith upon its passage, NOW, THEREFORE,

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

Section 1. This City Commission finds and determines that it is in the best interest of the City to approve Benjamin Byington's application to expand the existing Community Entertainment District #1 in that it will contribute to entertainment, retail,

educational, sporting, cultural, or arts opportunities for Sandusky.

Section 2. This City Commission hereby approves Benjamin Byington's application to expand the existing Community Entertainment District #1 pursuant to Section 4301.80 of the Ohio Revised Code and Chapter 1159 of the Codified Ordinances of Sandusky, the area comprising the expanded Community Entertainment District #1 is more fully described both in Exhibit "A", consisting of a legal description and survey, attached to this Ordinance and specifically incorporated herein, and as follows:

**LEGAL DESCRIPTION OF AN ENTERTAINMENT DISTRICT  
WARDS 1 AND 2, CITY OF SANDUSKY, ERIE COUNTY, OHIO**

Situated in the state of Ohio, County of Erie, City of Sandusky, Wards 1 and 2, and being an Entertainment District within said City more particularly bounded and described as follows:

Beginning at the intersection of centerline of Wayne Street and Washington Street;

Thence, N 23°37'50" W with the centerline of Wayne Street, a distance of 135.34 feet to a point;

Thence, S 66°14'32" W with the centerline of Washington Row, a distance of 976.05 feet to a point;

Thence, N 23°44'14" W with the centerline of Jackson Street, a distance of 352.11 feet to a point;

Thence, S 66°26'48" W with the centerline of Market Street, a distance of 423.72 feet to a point;

Thence, S 23°30'37" E through Market Street right of way and with the easterly line of Parcel #56-00577.000, a distance of 107.99 feet to a point;

Thence, S 66°26'48" W with the southerly line of said parcel and through Decatur Street right of way, a distance of 55.17 feet to a point;

Thence, N 23°30'37" W with the centerline of Decatur Street, a distance of 538.96 feet to a point;

Thence, S 70°47'18" W with the centerline of Water Street, a distance of 638.44 feet to a point;

Thence, N 23°58'08" W, a distance of 875.91 feet to a point;

Thence, N 63°21'31" E, a distance of 671.25 feet to a point;

Thence, N 60°39'12" E, a distance of 1854.29 feet to a point;

Thence, N 68°26'02" E, a distance of 3029.11 feet to a point;

Thence, S 42°16'49" E, a distance of 777.28 feet to a point;

Thence, S 10°34'04" W, a distance of 193.07 feet to a point;

Thence, S 44°21'39" E, a distance of 764.78 feet to a point;

Thence, S 43°13'48" W, a distance of 889.30 feet to a point in the easterly extension of the northerly right of way line of Washington Street;

Thence, S 66°37'07" W with said right of way line, a distance of 701.24 feet to a point in the centerline of Meigs Street;

Thence, N 23°46'51" W with said centerline, a distance of 1048.98 feet to a point;

Thence, S 66°09'44" W with the centerline of Water Street, a distance of 464.56 feet to a point;

Thence, S 61°34'22" W with the centerline of Water Street, a distance of 934.68 feet to a point;

Thence, S 23°41'00" E with the centerline of Franklin Street, a distance of 963.88 feet to a point;

Thence, S 66°35'07" W with the centerline of Washington Street, a distance of 466.47 feet to a point;

Thence, S 66°10'46" W with said centerline, a distance of 473.60 feet to a point in the centerline of Wayne Street and the Point of Ending for this description, containing 204.3503 acres of land, more or less.

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.

PAGE 4 - ORDINANCE NO. \_\_\_\_\_

PRESIDENT OF THE CITY COMMISSION

ATTEST:

\_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: October 12, 2010

**LEGAL DESCRIPTION OF AN ENTERTAINMENT DISTRICT  
WARDS 1 AND 2, CITY OF SANDUSKY, ERIE COUNTY, OHIO**

Situate in the State of Ohio, County of Erie, City of Sandusky, Wards 1 and 2, and being an Entertainment District within said City more particularly bounded and described as follows:

Beginning at the intersection of centerlines of Wayne Street and Washington Street;

Thence, N 23°37'50" W with the centerline of Wayne Street, a distance of 135.34 feet to a point;

Thence, S 66°14'32" W with the centerline of Washington Row, a distance of 976.05 feet to a point;

Thence, N 23°44'14" W with the centerline of Jackson Street, a distance of 352.11 feet to a point;

Thence, S 66°26'48" W with the centerline of Market Street, a distance of 423.72 feet to a point;

Thence, S 23°30'37" E through Market Street right of way and with the easterly line of Parcel #56-00577.000, a distance of 107.99 feet to a point;

Thence, S 66°26'48" W with the southerly line of said parcel and through Decatur Street right of way, a distance of 55.17 feet to a point;

Thence, N 23°30'37" W with the centerline of Decatur Street, a distance of 538.96 feet to a point;

Thence, S 70°47'18" W with the centerline of Water Street, a distance of 638.44 feet to a point;

Thence, N 23°58'08" W, a distance of 875.91 feet to a point;

Thence, N 63°21'31" E, a distance of 671.25 feet to a point;

Thence, N 60°39'12" E, a distance of 1854.29 feet to a point;

Thence, N 68°26'02" E, a distance of 3029.11 feet to a point;

Thence, S 42°16'49" E, a distance of 777.28 feet to a point;

Thence, S 10°34'04" W, a distance of 193.07 feet to a point;



Thence, S 44°21'39" E, a distance of 764.78 feet to a point;

Thence, S 43°13'48" W, a distance of 889.30 feet to a point in the easterly extension of the northerly right of way line of Washington Street;

Thence, S 66°35'07" W with said right of way line, a distance of 701.24 feet to a point in the centerline of Meigs Street;

Thence, N 23°46'51" W with said centerline, a distance of 1048.98 feet to a point;

Thence, S 66°09'44" W with the centerline of Water Street, a distance of 464.56 feet to a point;

Thence, S 61°34'22" W with the centerline of Water Street, a distance of 934.68 feet to a point;

Thence, S 23°41'00" E with the centerline of Franklin Street, a distance of 963.88 feet to a point;

Thence, S 66°35'07" W with the centerline of Washington Street, a distance of 466.47 feet to a point;

Thence, S 66°10'46" W with said centerline, a distance of 473.60 feet to a point in the centerline of Wayne Street and the **Point of Ending** for this description, containing 204.3503 acres of land, more or less.

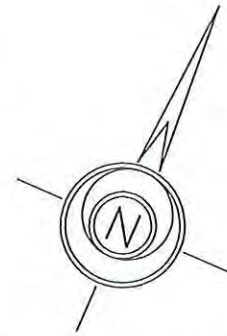
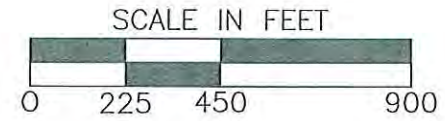
This description was prepared by John Hancock, P.S. from records. Bearings herein are assumed for the purpose of indicating angles.

  
John Hancock, P.S.

Date: ~~OCTOBER~~ NOV 18 2010



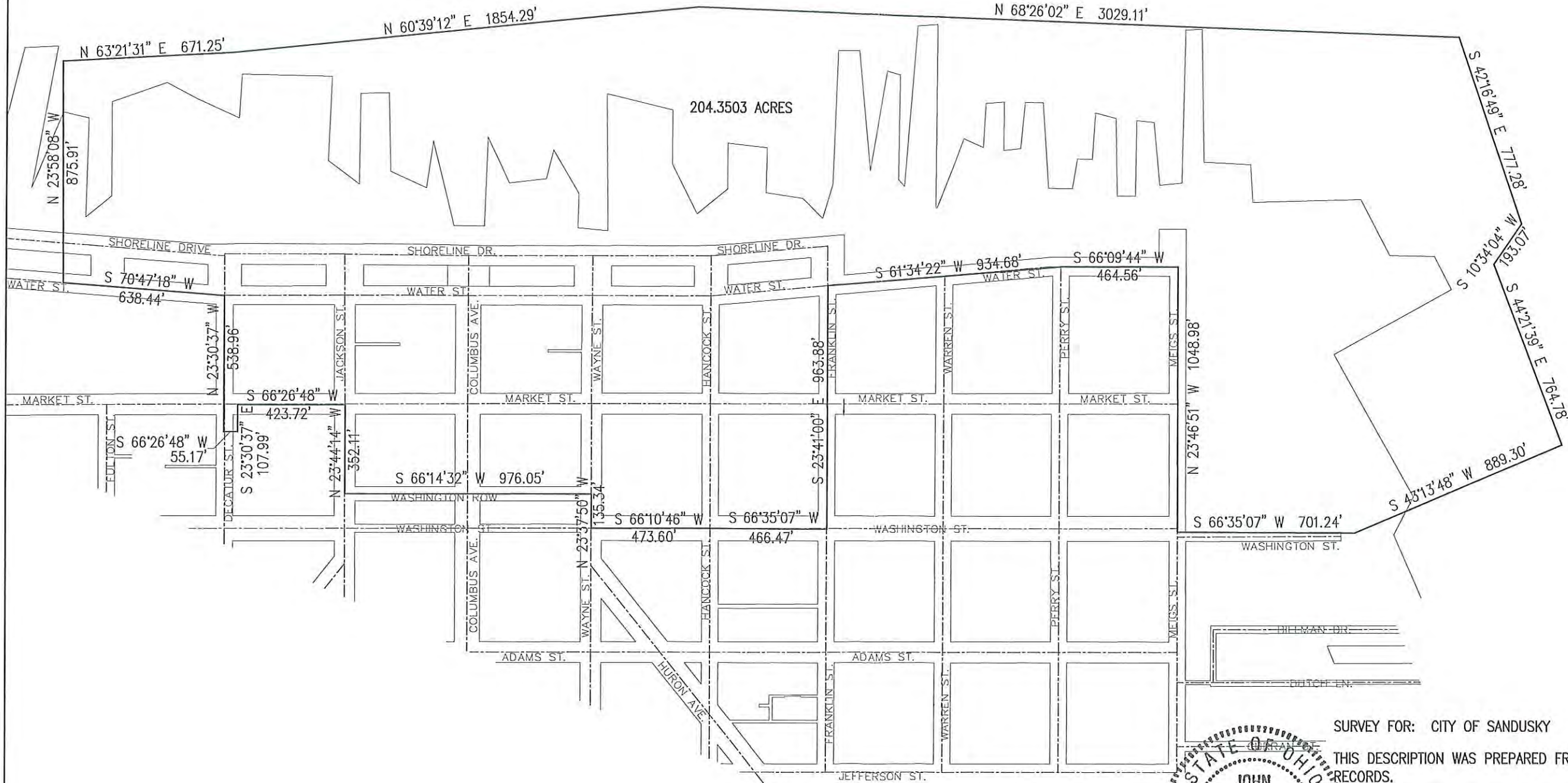
File: 150705\docs\1507-LEGAL UPDATE 10-04-10



SCALE: 1" = 450'

# SANDUSKY BAY

204.3503 ACRES



*John Hancock & Associates*

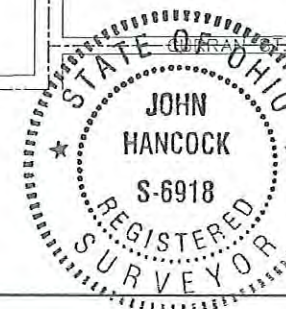
INCORPORATED  
ENGINEERS - SURVEYORS  
326 E. MARKET ST. SANDUSKY, OHIO 44870  
(419) 625-7638

## PROPOSED ENTERTAINMENT DISTRICT

CITY OF SANDUSKY, ERIE COUNTY, OHIO

SURVEY FOR: CITY OF SANDUSKY

THIS DESCRIPTION WAS PREPARED FROM RECORDS.



*John Hancock*

JOHN HANCOCK, P.S.  
OHIO R.L.S. 6918

DATE: OCTOBER 4, 2010

JOB NO.:	150705
DRN BY:	ABE
FILE NO.:	1507-SURV
DATE:	5/25/05
SCALE:	1" = 450'
SHEET NO.:	1

**DEPARTMENT OF PLANNING, ENGINEERING &  
DEVELOPMENT**  
**Inter-Office Communication**

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**DATE:** October 1, 2010

**TO:** Kelly Kresser, City Commission Clerk

**FROM:** Carrie R. Handy, Chief Planner

**SUBJECT:** Application for Expansion of the Existing Community  
Entertainment District – Benjamin Byington, 434 W. Market  
Street

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Be advised that this office has received a copy of the application from Benjamin Byington for an expansion of the City of Sandusky's existing Community Entertainment District for property located at 434 W. Market Street. The application states that a portion of the building at 434 W. Market Street would be used for a "nightclub" establishment if the Community Entertainment District was enlarged to include the property and an entertainment district liquor license was acquired from the Ohio Department of Liquor Control. Staff noted that during the public hearing on this matter, the applicant indicated that he was not going to open a "nightclub" but a "sandwich shop". The Commission should assure itself of the type of establishment this will be prior to approving this application.

The Ohio Revised Code and the City's Code of Ordinances state that an application for a community entertainment district should be approved or disapproved based on whether the proposed district does or will substantially contribute to entertainment, retail, educational, sporting, social, cultural, or arts opportunities for the community.

The property at 434 W. Market Street is zoned "DBD"/Downtown Business District and the sale of alcoholic beverages is a permitted use in this zoning district. Restaurants and entertainment establishments are also permitted in this district. It is also noted that this property is located in the Central Business District Parking District which exempts the applicant from being required to provide off-street parking for his proposed business.

In conclusion, there are no zoning issues associated with this proposal.

**From:** James Lang  
**To:** Kresser, Kelly  
**Date:** 9/15/2010 12:39 PM  
**Subject:** Re: Comments

The plans he has sounded good Monday night at the meeting. I have no objections. Jim

>>> Kelly Kresser 9/14/2010 4:25 PM >>>

The attached application has been received for expansion of the existing entertainment district from Benjamin Byington, 434 West Market Street, and legislation will be considered at the next City Commission meeting. A public hearing was held at last evening's City Commission meeting.

Please provide comments and/or any objections you may have from your respective department so that these can be included with the next agenda packet.

Please provide your comments by September 21.



**DEPARTMENT OF FINANCE  
HANK S. SOLOWIEJ, CPA, FINANCE DIRECTOR**

222 Meigs Street  
Sandusky, Ohio 44870  
Phone (419) 627-5888  
Fax (419) 627-5892

TO: City Commission  
FROM: Hank S. Solowiej, CPA, Finance Director  
DATE: October 1, 2010  
RE: Commission Agenda Item

**ITEM FOR CONSIDERATION:**

City Commission approval of an Ordinance and Fiscal Officer's Certificate for the issuance and sale of a maximum of \$2,600,000 in Urban Renewal Temporary Bonds with general obligation backing.

**BUDGETARY INFORMATION:**

The new Urban Renewal Temporary Bonds are for an amount not to exceed \$2,600,000 and to provide moneys to pay a portion of additional costs of the City urban renewal project activities in the Bay Front Urban Revitalization area (the Paper District Marina Project).

**ACTION REQUESTED:**

It is requested that the City Commission accept the Fiscal Officer's Certificate and approve the ordinance in accordance with Section 14 of the City Charter under suspension of the rules. The need for immediate action is to allow the City adequate time to find a buyer of the new temporary bonds.

The City's Bond Counsel, Squire, Sanders and Dempsey LLP, prepared the attachments.

CC: Donald C. Icsman, Interim City Manager/Law Director

## FISCAL OFFICER'S CERTIFICATE

To the City Commission of the  
City of Sandusky, Ohio:

As fiscal officer of the City of Sandusky, I certify in connection with your proposed issue of urban renewal temporary bonds in the maximum aggregate principal amount of \$2,600,000 (the Temporary Bonds) to be issued in anticipation of the issuance of definitive urban renewal bonds (the Definitive Bonds) pursuant to Chapter 725 of the Ohio Revised Code (the Act) for the purpose of paying costs of carrying out City urban renewal project activities in the Bayfront Urban Revitalization Area including without limitation direct and indirect costs of acquiring real property and any interests therein, preparing property for redevelopment, constructing public improvements, including, without limitation, sidewalk, boardwalk, lighted concrete walkway, a 42-inch concrete sewer pipe, seawall, including sheet piling for stabilization, breakwater protection, including stones and a retaining wall, a transient marina facility, including public parking, a lawn-style amphitheater and other related public facilities and necessary appurtenances thereto, and related public infrastructure improvements and all necessary appurtenances, title, design, planning, engineering, consulting, professional and legal costs related thereto, and paying interest costs, to the extent permitted by the Act, and financing costs, as such term is defined in Section 133.01 of the Revised Code, related to issuing any urban renewal bonds (the Project), that:

1. The estimated life or period of usefulness of the Project is at least five years.
2. Pursuant to the Act, the maximum maturity of the Definitive Bonds is at least 29 years.
3. Pursuant to the Act, the maximum maturity of the Temporary Bonds is at least 29 years.
4. Pursuant to Section 10 of Ordinance No. 10-076 passed by the City Commission on August 23, 2010, the Net Urban Renewal Service Payments deposited in the immediately preceding twelve months aggregate in amount not less than 115% of the highest amount of the estimated debt charges on the proposed Temporary Bonds (which are to have a maturity of one year or less) to be issued in anticipation of the issuance of the Definitive Bonds.

Dated: October 12, 2010

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Hank S. Solowiej, CPA  
Finance Director  
City of Sandusky, Ohio

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

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF URBAN RENEWAL TEMPORARY BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$2,600,000, IN ANTICIPATION OF THE ISSUANCE OF DEFINITIVE URBAN RENEWAL BONDS, FOR THE PURPOSE OF PAYING COSTS OF CITY URBAN RENEWAL PROJECT ACTIVITIES IN THE BAYFRONT URBAN REVITALIZATION AREA, PROVIDING FOR THE PLEDGE OF THE FULL FAITH AND CREDIT OF THE CITY TO PAY DEBT CHARGES ON THE TEMPORARY BONDS AND THE DEFINITIVE BONDS, AND DECLARING AN EMERGENCY.

WHEREAS, under the provisions of Article XVIII, Section 3 of the Ohio Constitution, and the Charter and the ordinances of the City of Sandusky (the City), the City is authorized to and the City has determined to undertake and carry out urban renewal project activities in designated areas of the City; and

WHEREAS, pursuant to Chapter 725 of the Ohio Revised Code (the Act), the City has the power to issue "urban renewal bonds" to pay costs of "urban renewal project activities" as such terms are defined in the Act; and

WHEREAS, the City Commission by Ordinance No. 00-179 passed on June 12, 2000, approved the Bayfront Urban Revitalization Plan for the Bayfront Urban Revitalization Area (the Plan Area), which plan subsequently has been amended pursuant to authorization by the City Commission (that plan as amended, the Urban Renewal Plan), which constitutes an urban renewal plan within the meaning and requirements of the Act, and which Urban Renewal Plan includes undertakings and activities by the City comprising an urban renewal project for the public purpose of elimination and prevention of recurrence of blight in the Plan Area; and

WHEREAS, in furtherance of carrying out the Urban Renewal Plan, the City and Mid-States Bayfront Development LLC (the Developer) entered into a Development Agreement (as amended and supplemented, the Development Agreement) to provide for redevelopment by the Developer of certain properties in the Plan Area as identified therein (the Property) and the construction of certain public improvements in the Plan Area; and

WHEREAS, pursuant to the Act, and particularly Section 725.05(A) of the Ohio Revised Code, and Ordinance No. 10-076 (the Prior Revenue Bond Ordinance), the issuance of up to \$2,730,000 of Urban Renewal Temporary Revenue Bonds (the Temporary Revenue Bonds) was authorized in order to pay additional costs of the Project described in Section 1 and to retire the Outstanding Bond (as defined in the Prior Revenue Bond Ordinance); and

WHEREAS, prospective purchasers of the Temporary Revenue Bonds were not willing to purchase the entire authorized amount thereof since those Temporary Revenue Bonds were not general obligations of the City, and therefore only \$100,000 of such Temporary Revenue Bonds were issued on October 1, 2010, being the amount needed to retire, together with other funds available to the City, the Outstanding Bond at its maturity on October 1, 2010; and

WHEREAS, pursuant to the Act, and particularly Section 725.05(B) of the Ohio Revised Code, the City has determined to issue the Temporary Bonds described in Section 3, to be issued in anticipation of the issuance of Definitive Bonds, with a pledge of the City's full faith and credit and as general obligations of the City, for the purpose of paying additional costs of the Project described in Section 1; and

WHEREAS, this City Commission has requested that the Finance Director, as fiscal officer, certify the estimated life or period of usefulness of the Project described in Section 1 and the estimated maximum maturity of the Definitive Bonds described in Section 1 and the Temporary Bonds described in Section 3, to be issued in anticipation of the Definitive Bonds, and also provide the requisite certification pursuant to Section 10 of the Prior Revenue Bond Ordinance; and

WHEREAS, the Finance Director has certified that the estimated life or period of usefulness of that Project is at least five years and that the maximum maturity of both the Definitive Bonds and the Temporary Bonds is at least twenty-nine years, and has also provided the requisite certification pursuant to Section 10 of the Prior Revenue Bond Ordinance; and

WHEREAS, an emergency exists in that, for the immediate preservation of the public peace, property, health and safety, it is necessary that this ordinance be immediately effective in order to issue and sell the Temporary Bonds in order to enable the City to finance and carry out the Project in furtherance of its public purpose of elimination and prevention of recurrence or spread of conditions of blight and deterioration in the Plan Area, and by reason thereof, this ordinance shall take effect forthwith upon its passage, NOW, THEREFORE,

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

Section 1. It is necessary to issue definitive urban renewal bonds of this City in the maximum aggregate principal amount of \$2,600,000 (the Definitive Bonds) for the purpose of paying costs of carrying out City urban renewal project activities in the Bayfront Urban Revitalization Area in accordance with the Urban Renewal Plan and the Act, including without limitation direct and indirect costs of acquiring real property and any interests therein, preparing property for redevelopment, constructing public improvements, including, without limitation, sidewalk, boardwalk, lighted concrete walkway, a 42-inch concrete sewer pipe, seawall, including sheet piling for stabilization, breakwater protection, including stones and a retaining wall, a transient marina facility, including public parking, a lawn-style amphitheater and other related public facilities and necessary appurtenances thereto, and related public infrastructure improvements and all necessary appurtenances, title, design, planning, engineering, consulting, professional and legal costs related thereto, and paying interest costs, to the extent permitted by the Act, and financing costs, as such term is defined in Section 133.01 of the Revised Code, related to issuing any urban renewal bonds (the Project). The City Commission hereby confirms its determination that the Project is in accordance with the Urban Renewal Plan and is a proper public purpose of the City and will improve the general welfare of the residents of the City, and that carrying out the Project is in furtherance of the purposes of the Act and is necessary to carry out for the elimination and prevention of the development or spread of blight and deterioration in furtherance of the Urban Renewal Plan and therefore will benefit the people of the City and of the State of Ohio. The Definitive Bonds shall be issued in one series in an aggregate principal amount determined by the Finance Director in the certificate awarding the Temporary Bonds in accordance with Section 6 (the Certificate of Award).

Section 2. The Definitive Bonds shall be dated approximately October 1, 2011, shall bear interest at the now estimated rate of 6% per year, payable on June 1 and December 1 of each year, commencing December 1, 2011, until the principal amount is paid, and are estimated to mature in twenty-eight annual principal installments, such that no principal installment is more than one and one-half times the amount of the next preceding principal installment. Based on the foregoing, the principal installments payable on the Definitive Bonds on December 1 of each year commencing December 1, 2012 are estimated to be as follows: \$25,000; \$30,000; \$35,000; \$40,000; \$45,000 \$50,000; \$55,000; \$60,000; \$65,000; \$70,000; \$75,000; \$80,000; \$85,000; \$90,000; \$95,000; \$100,000; \$110,000; \$115,000; \$120,000; \$125,000; \$135,000; \$140,000; \$140,000; \$140,000; \$145,000; \$145,000; and \$145,000.

Section 3. It is necessary to issue and this City Commission determines that urban renewal temporary bonds in the maximum aggregate principal amount of \$2,600,000 (the Temporary Bonds) shall be issued in anticipation of the preparation and issuance of the Definitive Bonds. The Temporary Bonds shall bear interest at a rate not exceeding 6% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the

principal amount is paid or payment is provided for. If requested by an original purchaser, the Temporary Bonds may provide that, in the event the City does not pay or make provision for payment at maturity of the debt charges on the Temporary Bonds, the principal amount of the Temporary Bonds shall bear interest at a different rate not to exceed 11% per year from the maturity date until the City pays or makes provision to pay that principal amount. The aggregate principal amount of the Temporary Bonds and the rate or rates of interest on the Temporary Bonds shall be determined by the Finance Director in the Certificate of Award. The Temporary Bonds shall be dated the date of issuance and shall mature not earlier than six months from the date of issuance nor later than one year from the date of issuance, as determined by the Finance Director in the Certificate of Award. The Temporary Bonds shall be designated "Urban Renewal Temporary Bonds, Series 2010", or such other designation as set forth in the Certificate of Award.

Section 4. The debt charges on the Temporary Bonds shall be payable in lawful money of the United States of America, or in Federal Reserve funds of the United States of America as determined by the Finance Director in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the St. Paul, Minnesota corporate trust office of U.S. Bank National Association, or at the office of a bank or trust company designated by the Finance Director in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Finance Director if agreed to by the Finance Director and the original purchaser.

Section 5. The Temporary Bonds shall be signed by the Ex-Officio Mayor and the Finance Director, in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Temporary Bonds shall be issued in the denominations and numbers as requested by the original purchaser and approved by the Finance Director, provided that no such denomination shall be less than \$100,000 and provided further that the entire principal amount may be represented by a single Temporary Bond. The entire principal amount may be represented by a single Temporary Bond and may be issued as fully registered securities (for which the Finance Director will serve as Temporary Bond registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 725 of the Revised Code if it is determined by the Finance Director that issuance of fully registered securities in that form will facilitate the sale and delivery of the Temporary Bonds. The Temporary Bonds shall not have coupons attached, shall be numbered as determined by the Finance Director and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this ordinance. As used in this Section and this ordinance:

"Book entry form" or "book entry system" means a form or system under which (i) the ownership of beneficial interests in the Temporary Bonds and the principal of, and interest on, the Temporary Bonds may be transferred only through a book entry, and (ii) a single physical

Temporary Bond certificate is issued by the City and payable only to a Depository or its nominee, with such Temporary Bonds “immobilized” in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Temporary Bonds and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Temporary Bonds or the principal of, and interest on, the Temporary Bonds and to effect transfers of the Temporary Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Temporary Bonds may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Temporary Bonds may be issued in the form of a single Temporary Bond made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Temporary Bonds in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Temporary Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Temporary Bonds for use in a book entry system, the Finance Director may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Finance Director does not or is unable to do so, the Finance Director, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Temporary Bonds from the Depository, and shall cause the Temporary Bonds in bearer or payable form to be signed by the officers authorized to sign the Temporary Bonds and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Finance Director is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry

system for the Temporary Bonds, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. The Temporary Bonds shall be sold at not less than par plus accrued interest at private sale by the Finance Director in accordance with law and the provisions of this ordinance. The Finance Director shall, in accordance with his determination of the best interests of and financial advantages to the City and its taxpayers and based on conditions then existing in the financial markets, consistently with the provisions of Sections 1 and 3, establish the aggregate principal amount of the Definitive Bonds and the Temporary Bonds, establish the interest rate or rates to be borne by the Temporary Bonds and their maturity, sign the Certificate of Award referred to in Sections 1 and 3 evidencing that sale, cause the Temporary Bonds to be prepared, and have the Temporary Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Temporary Bonds if requested by the original purchaser, to the original purchaser upon payment of the purchase price. The Ex-Officio Mayor, the Finance Director, the Law Director, the Clerk of the City Commission and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this ordinance.

Section 7. The proceeds from the sale of the Temporary Bonds, except any premium and accrued interest, shall be paid into the special fund established for those proceeds, and those proceeds are appropriated thereto and shall be used for the purpose for which the Temporary Bonds are being issued, including the reimbursement of moneys advanced or applied by the City to pay costs of the Project. Any portion of the proceeds from the sale of the Temporary Bonds representing premium and accrued interest shall be paid into the Debt Retirement Fund (as defined below in Section 8).

Section 8. The City Commission has heretofore created and ordered maintained a separate fund of the City that constitutes an urban renewal debt retirement fund within the meaning of the Act (and particularly Sections 725.03 and 725.05 of the Ohio Revised Code) and that is designated the "Urban Renewal Debt Retirement Fund" (the Debt Retirement Fund). There shall be deposited into the Debt Retirement Fund, as and when received, (a) the Net Urban Renewal Service Payments (as defined below); (b) any proceeds of the Temporary Bonds, the Definitive Bonds or any Additional Bonds (as defined below) (collectively, Urban Renewal Bonds) which remain following the payment of all costs of the Project to be paid therefrom; (c) the proceeds received from the sale of any Additional Bonds issued to refund any outstanding Urban Renewal Bonds; (d) any other "urban renewal service payments", as defined in the Act, that the City determines to deposit in the Debt Retirement Fund; and (e) any proceeds of the tax levied pursuant to Section 9 for the payment of debt charges on the Temporary Bonds or the Definitive Bonds, which proceeds shall be held in a separate account (the Tax Proceeds Account) within the Debt

Retirement Fund. As used herein, the term “Net Urban Renewal Service Payments” means “urban renewal service payments”, as defined in the Act, required to be paid with respect to the “improvements”, as defined in the Act, on the Property pursuant to the Development Agreement and the Act and which are received by the City less the amount of such urban renewal service payments paid by the City to the Sandusky City School District pursuant to a Compensation Agreement, as supplemented, entered into with the Sandusky City School District in connection therewith.

The Debt Retirement Fund is pledged to and shall be used, so long as any Urban Renewal Bonds are outstanding, solely and exclusively for the payment of debt charges on outstanding Urban Renewal Bonds when due as provided in this ordinance and in any ordinance authorizing the issuance of the Definitive Bonds or any Additional Bonds. As used herein, the term “Additional Bonds” means urban renewal bonds issued (other than the Temporary Bonds or the Definitive Bonds) or other obligations entered into by the City pursuant to or as described in the Act.

Section 9. The Temporary Bonds and the Definitive Bonds shall be general obligations of the City, and the payment of debt charges thereon is secured by a pledge of the full faith and credit of the City. During the year or years in which the Temporary Bonds are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Definitive Bonds had been issued in the indicated installments without the prior issuance of the Temporary Bonds. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Tax Proceeds Account in the Debt Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Temporary Bonds or the Definitive Bonds when and as the same fall due. In each year to the extent that money in the Debt Retirement Fund is available for the payment of the debt charges on the Temporary Bonds or the Definitive Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of money so available and appropriated.

The par value to be received from the sale of any Urban Renewal Bonds issued to refund the Temporary Bonds shall, to the extent necessary, be used to pay the debt charges on the Temporary Bonds at maturity and are pledged for that purpose. Nothing in this ordinance shall prevent the City from retiring all or any portion of the Temporary Bonds with the proceeds of Urban Renewal Bonds or other obligations containing terms different than those described in this ordinance.

A Temporary Bond shall no longer be considered to be outstanding, and the pledge of the Debt Retirement Fund pursuant to Section 8 shall be released with respect to such Temporary Bond and the levy of the tax provided for in this Section shall no longer be required with respect to such Temporary Bond if the City has placed in escrow, and pledged for the payment of debt charges on such Temporary Bond, money or direct or guaranteed obligations of the United States, or a combination of those obligations, determined by an independent firm experienced in making such determinations to be sufficient, with the interest or other investment income accruing on those direct or guaranteed obligations, for the payment of debt charges on such Temporary Bond. For purposes of this Section, "direct obligations of or obligations guaranteed as to payment by the United States" includes rights to receive payment or portions of payments of the principal of or interest or other investment income on those obligations, and other obligations fully secured as to payment by those obligations and the interest or other investment income on those obligations.

Section 10. The City, to the extent then permitted by law and for purposes consistent with the Act, may, to the extent reasonably deemed necessary by the City to finance costs of carrying out the City's undertakings and activities necessary to eliminate blight and prevent the recurrence of blight, issue Additional Bonds, from time to time to provide for:

- (a) additional costs of the Project, or
- (b) other urban renewal project costs in accordance with the Act in the Plan Area or other urban renewal areas of the City, including those heretofore or hereafter designated by the City Commission, or
- (c) refunding any outstanding Urban Renewal Bonds, or
- (d) any combination of the purposes described in clauses (a), (b) and (c) hereof;

provided that the proceeds of any Additional Bonds shall be used by the City solely to pay permissible costs under the Act. Such Additional Bonds shall be secured by a pledge of and be payable from money in the Debt Retirement Fund on a parity with the Temporary Bonds and the Definitive Bonds and any Additional Bonds theretofore or thereafter issued and shall be dated, mature, bear interest and be secured as provided by the ordinance authorizing such Additional Bonds; provided that the Tax Proceeds Account shall not be pledged to or used for the payment of debt charges on Additional Bonds except pursuant to the ordinance authorizing the Additional Bonds.

Section 11. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Temporary Bonds in such manner and to such extent as may be necessary so that (a) the Temporary Bonds will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the Code) or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest on the Temporary Bonds will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Temporary Bonds to be and remain excluded from gross

income for federal income tax purposes, and (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will among other acts of compliance, (i) apply the proceeds of the Temporary Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Temporary Bonds are hereby designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code. In that connection, the City hereby represents and covenants that it, together with all its subordinate entities or entities that issue obligations on its behalf, or on behalf of which it issues obligations, in or during the calendar year in which the Temporary Bonds are issued, (i) have not issued and will not issue tax-exempt obligations designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code (including the Temporary Bonds, but excluding qualified 501(c)(3) bonds as defined in Section 145 of the Code so designated), in an aggregate amount in excess of \$30,000,000, and (ii) have not issued, do not reasonably anticipate issuing, and will not issue, tax-exempt obligations (including the Temporary Bonds, but excluding obligations that are private activity bonds as defined in Section 141 of the Code and excluding refunding obligations that are not advance refunding obligations as defined in Section 149(d)(5) of the Code) in an aggregate amount exceeding \$30,000,000, unless the City first obtains a written opinion of nationally recognized bond counsel that such designation or issuance, as applicable, will not adversely affect the status of the Temporary Bonds as “qualified tax-exempt obligations”. Further, the City represents and covenants that, during any time or in any manner as might affect the status of the Temporary Bonds as “qualified tax-exempt obligations”, it has not formed or participated in the formation of, or benefited from or availed itself of, any entity in order to avoid the purposes of subparagraph (C) or (D) of Section 265(b)(3) of the Code, and will not form, participate in the formation of, or benefit from or avail itself of, any such entity. The City further represents that the Temporary Bonds are not being issued as part of a direct or indirect composite issue that combines issues or lots of tax-exempt obligations of different issuers.

The Finance Director as the fiscal officer, or any other officer of the City having responsibility for issuance of the Temporary Bonds is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Temporary Bonds as the City is permitted to or required to make or give under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Temporary Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the

rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Temporary Bonds, and (c) to give one or more appropriate certificate of the City, for inclusion in the transcript of proceedings for the Temporary Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Temporary Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Temporary Bonds.

Section 12. This City Commission hereby retains the firm of Squire, Sanders & Dempsey L.L.P. pursuant to an engagement letter which has been delivered to the City by that firm in order to furnish legal services in connection with the issuance of the Temporary Bonds and other matters related thereto and hereby authorizes the Finance Director to pay such fees and out-of-pocket expenses of such law firm in rendering such services as are approved by the Finance Director and the Law Director. That engagement letter, and the execution thereof by the Finance Director, the Law Director, or any one of them, is hereby authorized, ratified and approved. That engagement letter, and the execution thereof by the Finance Director, the Law Director, or any one of them, is hereby authorized, ratified and approved. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 13. This City Commission hereby retains the firm of Sudsina & Associates, LLC in order to furnish financial advisory services in connection with the issuance and sale of the Temporary Bonds and other matters related thereto and hereby authorizes the Finance Director to pay such fees and out-of-pocket expenses of such financial advisory firm in rendering such services as are approved by the Finance Director and the Law Director. In rendering those financial advisory services, as an independent contractor and in a financial advisory relationship with the City, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 14. The Clerk of the City Commission is directed to deliver a certified copy of this ordinance to the County Auditor.

Section 15. This City Commission determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Temporary Bonds in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Temporary Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Temporary Bonds and the Definitive Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Temporary Bonds.

Section 16. 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 committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 17. That, for the reasons set forth in the last preamble hereto, this ordinance is hereby declared to be an emergency measure and shall take effect immediately upon its passage and due authentication by the President and the Clerk of the City Commission.

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DANIEL J. KAMAN  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY KRESSER  
CLERK OF THE CITY COMMISSION

Passed: October 12, 2010

To: Donald C. Icsman, Acting City Manager

From: Kathryn K. McKillips, Engineer

Date: October 4, 2010

Subject: Commission Agenda Item

**Item for Consideration:** Ordinance awarding a contract to Erie Blacktop, Inc., Sandusky, Ohio, for the 2010 City of Sandusky Resurfacing Program. This project will mill and pave the streets with new asphalt, adjust castings, and install traffic loops where needed. The following streets are to be resurfaced:

<u>STREET</u>	<u>FROM</u>	<u>TO</u>
Meigs Street	Washington Street	Monroe Street
Tyler Street	Hayes Avenue	Prospect Street
<u>ALTERNATE</u>		
McEwen Street	First Street	Deadend

The unit prices for asphalt are the lowest the City has seen in several years. The bid submitted allows for the paving of McEwen Street (Alternate Bid Item) to be completed within the project budget. In addition, further paving could occur on the following streets:

Shelby Street from Grant Street to Perkins Avenue  
Tyler Street from Prospect Street to Central Avenue  
One block to be determined after discussions with Contractor on available funding and mobilization.

A change order would be necessary at the completion of the project in order to maximize the available funding to improve our streets.

The following four (4) bids were received on October 1, 2010:

Erie Blacktop, Inc.	Bid: \$144,992.80
Sandusky, OH	Alt 1: \$22,064.15
	Surety: 100% Bid Bond
	TOTAL: \$167,056.95

Precision Paving  
Milan, OH

Bid: \$164,377.00  
Alt 1: \$26,285.00  
Surety: 100% Bid Bond  
TOTAL: \$190,662.00

Gerken Paving, Inc  
Napoleon, OH

Bid: \$187,009.45  
Alt 1: \$24,629.55  
Surety: 100% Bid Bond  
TOTAL: \$211,639.00

A. J. Riley  
Norwalk, OH

Bid: \$194,721.00  
Alt 1: \$27,051.00  
Surety: 100% Bid Bond  
TOTAL: \$221,772.00

Erie Blacktop, Inc. is determined to be the lowest and best bid. This project involves grant funds, therefore, the Local Preference ordinance does not apply.

**Budgetary Information:** The cost of the project based on bids, including engineering, inspection, advertising and miscellaneous costs is \$182,056.95, to be paid with Community Development Block Grant Funds. The funds available are \$250,000.00.

**Action Requested:** It is requested that the Ordinance awarding the construction contract to Precision Paving, Inc., Milan, Ohio in the amount of \$167,056.95 be approved and that it be passed in full accordance with Section 14 of the City Charter in order to proceed with executing the contract and scheduling the work as soon as possible so the work can be completed before the asphalt plant closes for the season which is typically the end of November.

I concur with this recommendation:

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Donald C. Icsman, Acting City Manager

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Todd Roth  
Director of PED

cc: Hank Solowiej, Finance Director  
Kelly Kresser, Commission Clerk

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ERIE BLACKTOP, INC., OF SANDUSKY, OHIO, FOR THE 2010 CITY OF SANDUSKY RESURFACING PROGRAM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission declared the necessity for the City to proceed with the 2010 City of Sandusky Resurfacing Program by Resolution No. 0129-10R, passed on September 13, 2010; and

WHEREAS, the 2010 City of Sandusky Resurfacing Program will provide for the milling, paving with new asphalt, adjustment of castings, and installation of traffic loops as needed for the resurfacing of the following streets:

<u>STREET</u>	<u>FROM</u>	<u>TO</u>
Meigs Street	Washington Street	Monroe Street
Tyler Street	Hayes Avenue	Prospect Street
<u>ALTERNATE</u>		
McEwen Street	First Street	Deadend

WHEREAS, unit prices for asphalt are the lowest in several years and the bid submitted allows for the paving of McEwen Street (Alternate Bid item) to be completed within the budget; and

WHEREAS, upon public competitive bidding as required by law four (4) appropriate bids were received and the bid from Erie Blacktop, Inc., of Sandusky, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total cost for this project based on bids including engineering, inspection, advertising and miscellaneous costs is \$182,056.95 and will be paid with Community Development Block Grant (CDBG) funds; and

WHEREAS, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to schedule the work as soon as possible so the work can be completed before the asphalt plant closes for the season which is typically the end of November; 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 Division of Engineering of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this Ordinance be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into a contract with Erie Blacktop, Inc., of Sandusky, Ohio, for the 2010 City of Sandusky Resurfacing Program at an amount not to exceed One Hundred Sixty Seven Thousand Fifty Six and 95/100 Dollars (\$167,056.95) consistent with the bid submitted by Erie Blacktop, Inc., of Sandusky, Ohio, currently on file in the office of the Deputy City Engineer.

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.

\_\_\_\_\_  
DANIEL J. KAMAN  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: October 12, 2010