

4:00 P.M - DEDICATION OF SEEVERS WAY AT S. DEPOT STREET

AGENDA

City Commission Meeting

March 23, 2009

City Commission Chambers

City Hall, 222 Meigs Street

5:00 p.m.

Invocation - Pledge of Allegiance

Meeting Called to Order

Roll Call – BW, DW, DK, JF, CS, BF, PB

Minutes - March 9th, March 16th

CHARTER OFFICERS

Matthew Kline, City Manager

Don Icsman, Law Director

Edward Widman, Finance Director

B. Joyce Brown, Clerk of the City Commission

ADMINISTRATIVE STAFF

Kathy McKillips, Engineer

Mike Meinzer, Fire Chief

Charlie Sams, Interim Police Chief

Warrenette Parthemore, Administrative Services Director

Scott Schell, Economic Development Specialist

Carrie Handy, Chief Director

Audience Participation – Agenda Items Listed Below Only (3-minute limit)

PROCLAMATION

- Fair Housing Month – April
- American Association of Family & Consumer Sciences – 01/2/2009-01/1/2010

PUBLIC HEARING

The City of Sandusky proposes to amend its U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) for the Fiscal Year 2008 Fifth Program Year Action Plan. Specifically, the City of Sandusky proposes to make the following amendment: Existing Activity: Hayes Avenue Corridor Project \$495,710 (Infrastructure) to Proposed Amended Activity: Street Repair Projects \$495,710 (Infrastructure).

ITEM #1 - Communication – Carrie Handy, Chief Planner/Sharon Evanich, Grants Administrator

BUDGETARY INFORMATION: The City of Sandusky will award WSOS Community Action Commission, Inc. \$24,400.00 to provide homebuyer and fair housing counseling and educational services to low- and moderate income residents in Sandusky under the rules and regulations of the U.S. Department of Housing and Urban Development Community Development Block Grant. There is no impact to the City's General Fund.

ORDINANCE NO. _____ Enter into a Subrecipient Agreement with WSOS Community Action Commission, Inc. substantially in the same form as attached hereto, and to expend funds in an amount not to exceed \$24,400.00 from the FY 2008 Community Development Block Grant. **Request passed under suspension of rules in full accordance of Section 14 of the City Charter.**

ITEM #2 - Communication – Scott J. Schell, Economic Development Specialist

BUDGETARY INFORMATION: Of the \$10,560.00 total invoiced services submitted by Haag Environmental Company for February 2009, \$9,420.00 was specifically for Construction Assessment and Management Services for the Chesapeake Walkway Project. This will be paid through a Capital Account set up for the project which can be reimbursed to the City through the Chesapeake TIF. The remaining \$1,140.00 balance pertained to Brownfield Committee and Communication related expenses for the month of February 2009, and will be paid through Economic Development Funds generated through the Battery Park TIF.

ORDINANCE NO. _____ Make payment to HAAG Environmental Company, for Professional Services incurred in relation to the City's Brownfields Program and the Chesapeake Walkway Project. **Request passed under suspension of rules in full accordance of Section 14 of the City Charter.**

ITEM #3 - Communication – Rosanne Bodner, Public Transit Administrator

BUDGETARY INFORMATION: The FTA 5307 Urbanized Area Apportionment Program accounts for approximately 60% of STS annual operating budget. The remaining 40% is received from Ohio Department of Transportation Grants and local agency support, most notably MR/DD - Erie County Board of Mentally Retarded and Developmentally Disabled. No City of Sandusky General Funds are expended. The ARRA Funds are a one-time award of money intended to stimulate the national economy to alleviate the current recessive climate. ARRA are 100% federal funds requiring no local matching dollars. No City of Sandusky General Funds will be expended.

RESOLUTION NO. _____ Authorizing the filing of applications with the Federal Transit Administration, an Operating Administration of the United States Department of Transportation, for Federal Transportation Assistance authorized by 49 U.S.C. Chapter 53, Title 23 United States Code, and other Federal Statutes Administered by the Federal Transit Administration. **Request passed under suspension of rules in full accordance of Section 14 of the City Charter.**

ITEM #4 - Communication – Rosanne Bodner, Public Transit Administrator

BUDGETARY INFORMATION: The state grant, if awarded, will allow Sandusky Transit System to increase service to our residents. The project will have no impact on the City's budget as all moneys for the additional service will be provided through State of Ohio JARC Grant Funding and matching local sources.

RESOLUTION NO. _____ Authorizing the filing of a Grant Application with the Ohio Department of Transportation through the U.S. DOT Federal Transit Administration (FTA) for a Job Access Reverse Commute (JARC) Program Grant for the Sandusky Transit System. **Request passed under suspension of rules in full accordance of Section 14 of the City Charter.**

City Manager's Report

Old Business

New Business

Audience Participation – open discussion on any item (5-minute limit)

Press Question/Answers

Executive Session

Adjournment



Department of Development

Planning 419-627-5872
Grants Administration 419-627-5973
Transit 419-621-8462
Economic Development 419-627-5827
Code Enforcement 419-627-5913

222 MEIGS STREET
SANDUSKY, OH 44870
FAX: 419-627-5945

TO: Matthew D. Kline
City Manager

FROM: Carrie Handy Sharon Evanich
Chief Planner Grants Administrator

DATE: March 10, 2009

SUBJECT: Commission Agenda Item – U.S. Department of Housing and Urban Development:
FY2008 Community Development Block Grant – WSOS Community Action
Commission, Inc. Subrecipient Agreement.

ITEM FOR CONSIDERATION:

Legislation for the approval of the City of Sandusky, Department of Development Public Services Subrecipient Agreement between the City of Sandusky and WSOS Community Action Commission, Inc. to provide homebuyer and fair housing counseling and educational services to low- and moderate income residents in Sandusky. The CDGB Funds shall be utilized to promote, counsel and educate Sandusky residents in buying homes and offering assistance regarding fair housing issues.

BUDGETARY INFORMATION:

The City of Sandusky will award WSOS Community Action Commission, Inc. \$24,400 to provide homebuyer and fair housing counseling and educational services to low- and moderate income residents in Sandusky under the rules and regulations of the U.S. Department of Housing and Urban Development Community Development Block Grant. There is no impact to the City's General Fund.

ACTION REQUESTED:

It is requested that the necessary legislation be approved to allow for the execution of the Subrecipient 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 and allow WSOS Community Action Commission, Inc. to expend the funds by the deadline of September 30, 2009.

Carrie R. Handy
Chief Planner

Sharon Evanich
Grants Administrator

I concur with this recommendation:

Matthew D. Kline
City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH WSOS COMMUNITY ACTION COMMISSION, INC., SUBSTANTIALLY IN THE SAME FORM AS ATTACHED HERETO, AND TO EXPEND FUNDS IN AN AMOUNT NOT TO EXCEED \$24,400.00 FROM THE FY 2008 COMMUNITY DEVELOPMENT BLOCK GRANT; 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 (CDGB) for certain community development activities; and

WHEREAS, under this Agreement, the City of Sandusky will award WSOS Community Action Commission, Inc. up to \$24,400.00 to provide homebuyer and fair housing counseling and educational services to low-or moderate-income residents in Sandusky under the rules and regulations of the U.S. Department of Housing and Urban Development 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 Subrecipient Agreement as soon as possible and allow WSOS Community Action Commission, Inc. to expend the funds before the deadline of September 30, 2009.

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 WSOS 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 homebuyer and fair housing counseling and educational services and authorizes the City Manager and/or Finance Director to expend funds in an amount **not to exceed** Twenty Four Thousand Four Hundred and 00/100 Dollars (\$24,400.00) from the FY 2008 Community Development Block Grant Funds to WSOS 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.

CRAIG H. STAHL
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
B. JOYCE BROWN
CLERK OF THE CITY COMMISSION

Passed:

**City of Sandusky
Department of Development
Public Services
Subrecipient Agreement**

This agreement entered into as of the April 1, 2009, 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 Development Department, and the WSOS Community Action Commission, Inc., (hereinafter referred to as "Subrecipient"), 1518 East CR 113, Green Springs, OH 44836.

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 Homebuyer and Fair Housing Counseling and Educational Services;

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 April 1, 2009 THROUGH AND INCLUDING September 30, 2009.
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-four thousand, four hundred dollars and no cents (\$24,400.00).
6. **Ineligible Use of Funds**
Funds are not authorized for food and 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 by the fifteen (15) day of May, June, July, August and September 2009. Final payment is based on the Closeout Project Report due within 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 the following periods: April 1 – April 30, May 1 – May 31, June 1, - June 30, July 1 – July 31, August 1 – August 31 and September 1 – September 30. The Subrecipient will submit the Project Progress Report to the City within 15 days of the close of each reporting period. For each period, the report will describe the status of the project with respect to each implementation task including, at a minimum, 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) 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

Matthew D. Kline
City Manager

Neil McCabe, Chief Executive Officer
WSOS Community Action Commission, Inc.

Date

Date

Donald Icsman, Law Director

Date

Edward Widman, 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.

WSOS Community Action Commission, Inc. is to provide Homebuyer and Fair Housing Counseling and Education Services to low-moderate income Sandusky residents based upon the scope of services outlined in the approved WOSU Cost Proposal application and City of Sandusky's proposal letter.

**ATTACHMENT I
STATEMENT OF WORK**

PROGRAM BUDGET

| |
|---|
| WSOS Community Action Commission Budget Detail |
|---|

Budget Category

| | |
|------------------------|--------------------|
| A. Personnel | \$6,671.00 |
| B. Fringe | \$3,731.00 |
| C. Travel | \$1,500.00 |
| D. Rent-office space | \$1,164.00 |
| E. Supplies | \$2,240.00 |
| F. Marketing/Promotion | \$650.00 |
| G. Other | \$1,065.00 |
| H. Admin Costs | \$ 7,375.00 |
| TOTAL PROJECT COSTS: | <u>\$24,396.00</u> |

**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 filed 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

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.

Neil McCabe, Chief Executive Officer
WSOS 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.

Neil McCabe, Chief Executive Officer
WSOS 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.

Neil McCabe, Chief Executive Officer
WSOS Community Action Commission, Inc.

Date

**ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS**

**CERTIFICATION
LOBBYING**

Certification for Contracts, Grants, Loans and Cooperative Agreements:

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

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

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

Neil McCabe, Chief Executive Officer
WSOS 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 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.

Neil McCabe, Chief Executive Officer
WSOS Community Action Commission, Inc.

Date

TO: City Commission

FROM: Scott J. Schell, Economic Development Specialist

DATE: March 10, 2009

RE: Item for Commission Agenda – Haag Environmental Company Payment

ITEM FOR CONSIDERATION:

City Commission approval of an ordinance authorizing the payment of \$10,560.00, to Haag Environmental Company, for Brownfield related services rendered for the month of February, 2009.

BACKGROUND INFORMATION

In November of 2008, City Commission awarded a one-year, \$90,000 contract with Haag Environmental Company, to provide Brownfield environmental services and other forms of professional consulting assistance and expertise to the City of Sandusky.

In January of 2009, Haag Environmental Company assumed the Construction Management Oversight for the Chesapeake Walkway project as part of their contracted services with the City's Brownfield program, as specified in the Scope of Services, item #6, of the Haag Environmental Company's personal services contract.

BUDGET IMPACT:

Of the \$10,560.00 total invoiced services submitted by Haag Environmental Company for February 2009, \$9,420.00 was specifically for Construction Assessment and Management Services for the Chesapeake Walkway Project. This will be paid through a Capital Account set up for the project which can be reimbursed to the City through the Chesapeake TIF. The remaining \$1,140.00 balance pertained to Brownfield Committee and Communication related expenses for the month of February 2009, and will be paid through economic development funds generated through the Battery Park TIF.

ACTION REQUESTED:

It is requested the City Commission approve an ordinance authorizing payment in the amount of \$10,560.00 to Haag Environmental Company for February 2009 environmental services. Request item be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to make payment in a timely manner for services rendered.

I concur with this recommendation.

Matthew D. Kline, City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO MAKE PAYMENT TO HAAG ENVIRONMENTAL COMPANY, FOR PROFESSIONAL SERVICES INCURRED IN RELATION TO THE CITY'S BROWNFIELDS PROGRAM AND THE CHESAPEAKE WALKWAY PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, on September 15, 2008, the City and Haag Environmental Company entered into an agreement for professional environmental services and other forms of professional environmental consulting assistance and expertise in order to assist the City of Sandusky; and

WHEREAS, at the regularly scheduled City Commission meeting on November 10, 2008, this City Commission passed a motion to hire Haag Environmental Company for one year at a maximum of \$90,000 for services relating to the Brownfields Program; and

WHEREAS, in January of 2009, Haag Environmental Company assumed the Construction Management Oversight for the Chesapeake Walkway Project as provided for in the Scope of Services in their agreement with the City;

WHEREAS, the total cost for services rendered for February of 2009, as reflected on current unpaid invoices is \$10,560.00 in which \$9,420.00 (Construction Assessment and Management Services for the Chesapeake Walkway Project) will be funded through the City's Capital Projects account, based upon notes to be issued by the City and retired with the proceeds from the TIF arrangement on the Chesapeake Lofts Condominium and the remaining balance of \$1,140.00 (Brownfields Committee and Communication) will be paid through Economic Development funds generated through the Battery Park TIF; 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 to allow payment to be made to Haag Environmental Company for services rendered in a timely manner; and

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

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

Section 1. This City Commission hereby authorizes and directs the City Manager and/or Finance Director to make payment to Haag Environmental Company in an amount **not to exceed** Ten Thousand Five Hundred Sixty and 00/100 Dollars (\$10,560.00) for professional services relating to the City's Brownfields Program and the Chesapeake Walkway Project.

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.

CRAIG H. STAHL
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
B. JOYCE BROWN
CLERK OF THE CITY COMMISSION

Passed:

TO: Mr. Matt Kline, Sandusky City Manager
FROM: Rosanne Bodner, Public Transit Administrator
DATE: March 9th, 2009
SUBJECT: **CY 2009 Sandusky Transit System Grant Applications with the Federal Transit Administration**

ITEM FOR CONSIDERATION: Request for Resolution of Authorization to file applications with the Federal Transit Administration for FY 2009 transportation grants and upon approval for the City Manager to execute any grants or agreements as awarded.

BACKGROUND INFORMATION: The City of Sandusky is required to pass a yearly resolution in order to complete applications for funding with the Federal Transit Administration for transportation grants. These grants may include:

1. Funding through the Federal Transportation Administration's FY 2009 Section 5307 Urbanized Area Apportionment Program. City of Sandusky has been awarded 5/12's of the 2008 sum of \$601,733, or \$258,288 in certain. The remaining 7/12's portion (\$343,445) is expected to be apportioned in March 2009. With the passage of the American Recovery and Reinvestment Act of 2009, the 5307 program is expected to be at least the same as 2008 and is likely to receive an increase in funding.
2. American Recovery and Reinvestment Act (ARRA) of 2009 stimulus funds are designated to public transportation systems nationwide. City of Sandusky/Sandusky Transit System has been apportioned the amount of \$848,579. ARRA funds may be used for capital investment projects only.

BUDGET/STRATEGIC PLAN IMPACT: The FTA 5307 Urbanized Area Apportionment Program accounts for approximately 60% of STS annual operating budget. The remaining 40% is received from Ohio Dept. of Transportation grants and local agency support, most notably MR/DD – Erie County Board of Mentally Retarded and Developmentally Disabled. No City of Sandusky general funds are expended.

The ARRA funds are a one-time award of money intended to stimulate the national economy to alleviate the current recessive climate. ARRA are 100% federal funds requiring no local matching dollars. No City of Sandusky general funds will be expended.

ACTION REQUESTED: Resolution authorizing the filing of operating and capital assistance applications with the Federal Transit Administration and upon approval for the City Manager to execute any grants or agreements as awarded. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to allow Federal Transit Administration funds to be immediately applied for as awarded. 5307 funds will be awarded by 3.30.09. In addition, ARRA funds have already been awarded and are requested to be programmed in the Statewide Transportation Implementation Program (TIP) by 3.30.09.

I concur with this recommendation:

Matt Kline
Sandusky City Manager

Carrie Handy
Dept. of Development

cc: Donald Icsman, Law Director
Joyce Brown, Commission Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23 UNITED STATES CODE, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, as the result of the 2000 census the City of Sandusky together with certain contiguous areas were designated as an urbanized area which requires the City to apply directly to the Federal Transportation Administration for Federal Assistance; and

WHEREAS, the Federal Transportation Administrator has been delegated authority to award Federal Financial Assistance for Transportation (FTA) projects and the City of Sandusky is allocated a yearly funding amount through the FTA's Discretionary Urban Capital Program; and

WHEREAS, the grant or cooperative agreement for Federal Financial Assistance will impose certain obligations upon the applicant, and may require the applicant to provide the local share of a project cost; and

WHEREAS, the City of Sandusky as an applicant has or will provide all annual certifications and assurances to the Federal Transit Administration as may be required for a project; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under 49 USC Section 5307 the applicant give an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the applicant that disadvantaged business enterprises be used to the fullest extent possible in connection with this project, and that definite procedures shall be established and administered to ensure that disadvantaged businesses shall have the maximum construction contracts, supplies, equipment contracts, or consultant and other services; 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 allow Federal Transit Administration funds to be immediately applied for that will be awarded by March 30, 2009; 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, as well as the operation of the Sandusky Transit System, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter; and NOW, THEREFORE

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

Section 1. The City Manager is hereby authorized to execute and file applications for operating and capital assistance CY 2009 on behalf of the City of Sandusky with the Federal Transit Administration for Federal Assistance authorized by

49 U.S.C. Chapter 53, Title 23, United States Code, or other federal statutes authorizing projects administered by the Federal Transit Administration including Urbanized Area Apportionment Program and American Recovery and Reinvestment Act (ARRA) of 2009 assistance authorized by 49 U.S.C. §5307, as the City of Sandusky is the designated recipient as defined by 49 U.S.C. §5307(a)(2).

Section 2. The City Manager is authorized to execute and file with the City's applications the annual certifications, assurances and other documents the Federal Transportation Administration requires prior to awarding a Federal Assistance Grant or Cooperative Agreement.

Section 3. The City Manager is authorized to execute any grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Sandusky should they be awarded.

Section 4. The Clerk of the City Commission is hereby directed to furnish a certified copy of this Resolution to be utilized for the filing of any applications for financial assistance from the Federal Transit Administration.

Section 5. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

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

PAGE 3 - RESOLUTION NO. _____

CRAIG H. STAHL
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
B. JOYCE BROWN
CLERK OF THE CITY COMMISSION

Passed:

TO: Mr. Matthew Kline, Sandusky City Manager
FROM: Rosanne Bodner, Public Transit Administrator
DATE: March 9, 2009
SUBJECT: Sandusky Transit System Grant Applications to Ohio Dept of Transportation Job Access Reverse Commute (JARC)

ITEM FOR CONSIDERATION: Request for Resolution of Authorization to file an application with the Ohio Department of Transportation for Job Access Reverse Commute (JARC) transportation grant and upon approval for the City Manager to execute any grant or agreement as awarded. This would be a new grant application for continuing funds to build upon the JARC grant that was awarded to City of Sandusky in July of 2008.

BACKGROUND INFORMATION: The City of Sandusky is required to pass a resolution in order to complete applications for funding with the Ohio Department of Transportation for transportation grants. Current grant being applied for:

Job Access Reverse Commute (JARC)

- Funds available in this cycle of application to Ohio Small Urban Systems - \$1,300,000
- City Sandusky application is for requested amount of \$100,000
- Submission deadline April 15, 2009

JARC - Job Access Reverse Commute dollars are designated for those projects that provide transportation from urban areas where job opportunities have been lost, to suburban areas where job opportunities are being created. City of Sandusky applied for and was granted a \$100,000 grant in July of 2008. That project, the SPARC (Sandusky Perkins Area Ride Connection) began operation on March 16, 2009. ODOT has encouraged STS to apply for continuing funds to sustain SPARC through 2010 giving the route sufficient time to prove its effectiveness.

A local match is required for award of funds. If granted the full amount requested of \$100,000, a local match of \$50,000 will be required. STS has letters of certification from two sources - Jobs and Family Services has provided certification of \$30,000 and Serving Our Seniors has provided certification of \$5,000. Sandusky Erie County Community Foundation has submitted a letter of support to assist with fund raising among the local foundations to ensure receiving the additional \$15,000 needed.

Project Summary, Project Budget, Funding allocation by source, and Local Match certifications are attached to this communication for your review.

BUDGET/STRATEGIC PLAN IMPACT: The state grant, if awarded, will allow Sandusky Transit System to increase service to our residents. The project will have no impact on the City's budget as all moneys for the additional service will be provided through State of Ohio JARC grant funding and matching local sources.

ACTION REQUESTED: Resolution authorizing the filing of a grant application with the Ohio Department of Transportation and upon approval for the City Manager to execute any grant or agreement as awarded. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to meet the Ohio Department of Transportation submission deadline of April 15, 2009.

I concur with this recommendation:

Matthew D. Kline
Sandusky City Manager

Carrie Handy
Community Development

cc: Donald Icsman, Law Director
Joyce Brown, Commission Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION THROUGH THE US DOT FEDERAL TRANSIT ADMINISTRATION (FTA) FOR A JOB ACCESS REVERSE COMMUTE (JARC) PROGRAM GRANT FOR THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Director of the Ohio Department of Transportation is authorized to make grants for job access / reverse commute projects; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under 49 USC Section 5316 the City give an assurance that it will comply with Title VI of the Civil rights Act of 1964 and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the City that disadvantaged business enterprise be used to the fullest extent possible in connection with these projects and that definite procedures shall be established and administered to ensure that disadvantaged businesses shall have the maximum construction contracts, supplies, equipment contracts, or consultant and other services; and

WHEREAS, this City Commission previously authorized the filing of a grant application with the Ohio Department of Transportation for a Job Access Reverse Commute (JARC) Program by Resolution No. 011-08R, passed on April 28, 2008, and in July of 2008, was awarded \$100,000.00 for the Sandusky Perkins Area Ride Connection (SPARC) project which provided for increased service along the Rt. 250 / Milan Road retail and commercial corridor; and

WHEREAS, the Sandusky Perkins Area Ride Connection (SPARC) program began operation on March 16, 2009, and the Ohio Department of Transportation has encouraged the Sandusky Transit System to apply for continuing funds to sustain the SPARC program through 2010, giving the route sufficient time to prove its effectiveness; and

WHEREAS, the total grant amount requested is \$100,000.00 and requires a match of \$50,000.00 which will be funded with local matches from Jobs and Family Services (\$30,000.00) and Serving Our Seniors (\$5,000.00) and the remaining \$15,000.00 will be raised among local foundations with the assistance of the Sandusky Erie County Community Foundation; 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 file the application to the Ohio Department of Transportation for the Job Access Reverse Commute (JARC) Program by the submissions deadline of April 15, 2009; and

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

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

Section 1. The City Manager is hereby authorized to execute and file application on behalf of the City of Sandusky with the Ohio Department of Transportation for the Job Access Reverse Commute (JARC) Program and to execute any contracts or agreements on behalf of the City should they be awarded.

Section 2. The City Manager is authorized to execute and file with the City's applications any assurances or any other documentation required by the U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964 and to furnish such additional information as the Ohio Department of Transportation may require in connection with the City's applications submitted to the Federal Transit Administration.

Section 3. The Clerk of the City Commission is hereby directed to furnish a certified copy of this Resolution to be utilized for the filing of any applications for financial assistance from the Ohio Department of Transportation.

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

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

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

CRAIG H. STALH
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
B. JOYCE BROWN
CLERK OF THE CITY COMMISSION

Passed: