

BRUNSWICK CITY COMMITTEE-OF-THE-WHOLE

Agenda

JUNE 24, 2019

6:50 PM

In Caucus Room

or immediately following the Services, Utilities, Technology & Cable Committee Meeting

1. Motion Items
 - (a) Motion authorizing the City Manager to advertise for public bids for the 2019 Catch Basin Repair Program
 - (b) Motion authorizing the City Manager to advertise for public bids for the 2019 Asphalt Road Program Phase 2
2. Review Legislation
 - (a) **ORD. NO. 39-19** - An emergency ordinance extending a temporary moratorium on the acceptance and processing of applications for zoning, occupancy and/or building permit approvals for warehousing and motor freight garages and truck or transfer terminal uses in the I-L Light Industrial district and the issuance of such approvals. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Nicholas Hanek*)
 - (b) **ORD. NO. 40-19** - An emergency ordinance extending a temporary moratorium on the acceptance and processing of applications for zoning, occupancy, conditional use and/or building permit approvals for multi-family dwelling units in all zoning districts and the issuance of such approvals. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Brian Ousley*)
 - (c) **RES. NO. 41-19** - An emergency resolution authorizing the City Manager to have entered into a Housing Revolving Loan Fund Administration Agreement with the State of Ohio, Development Services Agency. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Grant Aungst*)
 - (d) **RES. NO. 45-19** - An emergency resolution ratifying the actions of the City Manager in executing the 2019 Community and Litter Grant agreement with the Ohio Environmental Protection Agency. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Paul Barnett*)
3. General Discussion
4. Executive Session
5. Adjournment

THE CITY OF BRUNSWICK

PROPOSED MOTION



DATE: 6/24/2019

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Paul Barnett

COPY: Mayor Ron Falconi

MOTION: Motion authorizing the City Manager to advertise for public bids for the 2019 Catch Basin Repair Program

BACKGROUND: The proposed project will seek to adjust, reconstruct or replace catch basins and concrete boxouts throughout the City, improving neighborhood accessibility and safety to the traveling public.

PURPOSE AND EXPLANATION: The proposed project will improve deteriorated catch basins and surrounding concrete boxouts. Catch basins will be adjusted to grade, reconstructed to grade, or removed and replaced depending on condition.

IMPLEMENTATION SCHEDULE: Should authorization to bid be secured at the June 24, 2019 committee of the whole meeting the project will be advertised and bid in July. Construction is anticipated to begin in late August.

FINANCIAL INFORMATION: Catch Basin Repair 2019 Program - - Stormwater Management Enterprise Fund #224 - 224-0420-54265 - - 90000

FINANCIAL SUMMARY: The project is being funded with stormwater dollars. Preliminary construction cost estimate is \$90,000.00.

RECOMMENDED ACTION: Passage of a motion which authorizes the City Manager to advertise for and seek public bids for the 2019 Catch Basin Repair Program.

ADDITIONAL INFORMATION:

THE CITY OF BRUNSWICK
PROPOSED MOTION



DATE: 6/24/2019

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Paul Barnett

COPY: Mayor Ron Falconi

MOTION: Motion authorizing the City Manager to advertise for public bids for the 2019 Asphalt Road Program Phase 2

BACKGROUND: The proposed project will seek to replace the deteriorated surface with asphalt on various streets throughout the City, improving neighborhood accessibility and safety to the traveling public.

PURPOSE AND EXPLANATION: The proposed project will resurface areas of deteriorated asphalt pavement on various streets throughout the City. Work areas will primarily be on residential streets. The scope of work was determined through field observations by the Engineering and Service departments.

IMPLEMENTATION SCHEDULE: Should authorization to bid be secured at the June 24, 2019 committee of the whole meeting the project will be advertised in late March. Construction is anticipated to begin in late August after completion of the 2019 Asphalt Road Program Phase 1.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: The project would be funded through the State of Ohio gas tax increase effective July 1, 2019. The City anticipates receiving a portion of these gas tax dollars in the final 5 months of 2019. Preliminary construction cost estimate for this funding source is \$260,000.00.

RECOMMENDED ACTION: Passage of a motion which authorizes the City Manager to advertise for and seek public bids for the 2019 Asphalt Road Program Phase 2

ADDITIONAL INFORMATION:

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 6/24/2019

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Nicholas Hanek

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 39-19** - An emergency ordinance extending a temporary moratorium on the acceptance and processing of applications for zoning, occupancy and/or building permit approvals for warehousing and motor freight garages and truck or transfer terminal uses in the I-L Light Industrial district and the issuance of such approvals. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Nicholas Hanek*)

BACKGROUND: On July 23, 2018, this Council adopted Ordinance No. 60-18, which established a six (6) month temporary moratorium on the acceptance and processing of applications for zoning, occupancy and/or building permit approvals for warehousing and motor freight garages and truck or transfer terminal uses in the I-L Light Industrial District in the City, which temporary moratorium is set to expire on January 23, 2019.

PURPOSE AND EXPLANATION: This Council believes that extending the temporary moratorium on the acceptance and processing of applications for zoning, occupancy and/or building permit approvals for warehousing and motor freight garages and truck or transfer terminal uses in the I-L Light Industrial District in the City, and on the issuance of such approvals, will not deny property owners economically viable use of their property and will permit the City Administration, Council and Planning Commission necessary time to undertake a review of the Brunswick Zoning Code and possible amendment thereof.

IMPLEMENTATION SCHEDULE:

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

One Reading	No
Two Readings	No
Three Readings	Yes

Emergency	Yes
Suspension of Rules	No

If emergency or suspension of the rules, why the request?
Requesting that this be an emergency to meet the timeline.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. _____

BY:

AN EMERGENCY ORDINANCE EXTENDING A TEMPORARY MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR ZONING, OCCUPANCY AND/OR BUILDING PERMIT APPROVALS FOR WAREHOUSING AND MOTOR FREIGHT GARAGES AND TRUCK OR TRANSFER TERMINAL USES IN THE I-L LIGHT INDUSTRIAL DISTRICT AND THE ISSUANCE OF SUCH APPROVALS.

WHEREAS: On July 23, 2018, City Council adopted Ordinance No. 60-18, which established a six (6) month temporary moratorium on the acceptance and processing of applications for zoning, occupancy and/or building permit approvals for warehousing and motor freight garages and truck or transfer terminal uses in the I-L Light Industrial District in the City, which temporary moratorium is set to expire on January 23, 2019;

WHEREAS: On January 14, 2019, City Council adopted Ordinance No. 103-18 extending the temporary moratorium on the acceptance and processing of applications for zoning, occupancy and/or building permit approvals for warehousing and motor freight garages and truck or transfer terminal uses in the I-L Light Industrial District in the City for an additional six (6) months up to and including July 23, 2019;

WHEREAS: The City of Brunswick may legitimately regulate the location and approval of warehousing and motor freight garages and truck or transfer terminals, which are principally permitted uses in the I-L Light Industrial District per Codified Ordinance Section 1266.02(b) and (i), respectively; and

WHEREAS: This Council believes that extending the temporary moratorium on the acceptance and processing of applications for zoning, occupancy and/or building permit approvals for warehousing and motor freight garages and truck or transfer terminal uses in the I-L Light Industrial District in the City, and on the issuance of such approvals, will not deny property owners economically viable use of their property and will permit the City Administration, Council and Planning Commission necessary time to undertake a review of the Brunswick Zoning Code and possible amendment thereof.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: The six (6) month temporary moratorium extension established by Ordinance No. 103-18 shall be extended for a period of six (6) months up to and including

January 23, 2020, wherein the City shall not accept or process any applications for zoning, occupancy and/or building permit approvals for warehousing and motor freight garages and truck or transfer terminal uses in the I-L Light Industrial District in the City, and further shall not issue any such approvals during said period.

SECTION 2: Whenever the provisions of this Ordinance conflict with any other Ordinance or any provision of the Codified Ordinances of the City, the provisions of this Ordinance shall control.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the City and its residents and property owners and for the additional reason that it is required to permit the City Administration, Council and Planning Commission necessary time to undertake a review of the Brunswick Zoning Code and possible amendment thereof. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading_____

 2nd Reading_____

 3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____

 Clerk of Council

 Fijabi Julien-Gallam, CMC

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 39-19

BY: Committee-of-the-Whole

AN EMERGENCY ORDINANCE EXTENDING A TEMPORARY MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR ZONING, OCCUPANCY AND/OR BUILDING PERMIT APPROVALS FOR WAREHOUSING AND MOTOR FREIGHT GARAGES AND TRUCK OR TRANSFER TERMINAL USES IN THE I-L LIGHT INDUSTRIAL DISTRICT AND THE ISSUANCE OF SUCH APPROVALS.

WHEREAS: On July 23, 2018, City Council adopted Ordinance No. 60-18, which established a six (6) month temporary moratorium on the acceptance and processing of applications for zoning, occupancy and/or building permit approvals for warehousing and motor freight garages and truck or transfer terminal uses in the I-L Light Industrial District in the City, which temporary moratorium is set to expire on January 23, 2019;

WHEREAS: On January 14, 2019, City Council adopted Ordinance No. 103-18 extending the temporary moratorium on the acceptance and processing of applications for zoning, occupancy and/or building permit approvals for warehousing and motor freight garages and truck or transfer terminal uses in the I-L Light Industrial District in the City for an additional six (6) months up to and including July 23, 2019;

WHEREAS: The City of Brunswick may legitimately regulate the location and approval of warehousing and motor freight garages and truck or transfer terminals, which are principally permitted uses in the I-L Light Industrial District per Codified Ordinance Section 1266.02(b) and (i), respectively; and

WHEREAS: This Council believes that extending the temporary moratorium on the acceptance and processing of applications for zoning, occupancy and/or building permit approvals for warehousing and motor freight garages and truck or transfer terminal uses in the I-L Light Industrial District in the City, and on the issuance of such approvals, will not deny property owners economically viable use of their property and will permit the City Administration, Council and Planning Commission necessary time to undertake a review of the Brunswick Zoning Code and possible amendment thereof.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: The six (6) month temporary moratorium extension established by Ordinance No. 103-18 shall be extended for a period of six (6) months up to and including

January 23, 2020, wherein the City shall not accept or process any applications for zoning, occupancy and/or building permit approvals for warehousing and motor freight garages and truck or transfer terminal uses in the I-L Light Industrial District in the City, and further shall not issue any such approvals during said period.

SECTION 2: Whenever the provisions of this Ordinance conflict with any other Ordinance or any provision of the Codified Ordinances of the City, the provisions of this Ordinance shall control.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the City and its residents and property owners and for the additional reason that it is required to permit the City Administration, Council and Planning Commission necessary time to undertake a review of the Brunswick Zoning Code and possible amendment thereof. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading_____

 2nd Reading_____

 3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____

 Clerk of Council

 Fijabi Julien-Gallam, CMC

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 6/24/2019

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 40-19** - An emergency ordinance extending a temporary moratorium on the acceptance and processing of applications for zoning, occupancy, conditional use and/or building permit approvals for multi-family dwelling units in all zoning districts and the issuance of such approvals. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Brian Ousley*)

BACKGROUND: On February 11, 2019, City Council adopted Ordinance No. 3-19 extending the temporary moratorium on the acceptance and processing of applications for zoning, occupancy, conditional use and/or building permit approvals for Multi-Family Dwelling Units in any Zoning District in the City for an additional six (6) months up to and including August 12, 2019.

PURPOSE AND EXPLANATION: Council would like to extend the temporary moratorium. The current temporary moratorium ends in August while Council is on summer break.

IMPLEMENTATION SCHEDULE: Three readings and an emergency to not have a gap between the current and the new proposed legislation.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

One Reading	No
Two Readings	No
Three Readings	Yes
Emergency	Yes
Suspension of Rules	Yes

If emergency or suspension of the rules, why the request?
Requesting that this be an emergency to meet the timeline.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. _____

BY:

AN EMERGENCY ORDINANCE EXTENDING A TEMPORARY
MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF
APPLICATIONS FOR ZONING, OCCUPANCY, CONDITIONAL
USE AND/OR BUILDING PERMIT APPROVALS FOR MULTI-
FAMILY DWELLING UNITS IN ALL ZONING DISTRICTS AND
THE ISSUANCE OF SUCH APPROVALS.

WHEREAS: The City of Brunswick may legitimately regulate the location and approval of Multi-Family Dwelling Units, as defined in Codified Ordinance Section 1242.02(32)(c);

WHEREAS: On February 12, 2018, City Council adopted Ordinance No. 9-18, establishing a six (6) month temporary moratorium on the acceptance and processing of applications for zoning, occupancy, conditional use and/or building permit approvals for Multi-Family Dwelling Units in any Zoning District in the City effective as of February 12, 2018;

WHEREAS: On July 9, 2018, City Council adopted Ordinance No. 46-18 extending the temporary moratorium on the acceptance and processing of applications for zoning, occupancy, conditional use and/or building permit approvals for Multi-Family Dwelling Units in any Zoning District in the City for an additional six (6) months up to and including February 12, 2019;

WHEREAS: On February 11, 2019, City Council adopted Ordinance No. 3-19 extending the temporary moratorium on the acceptance and processing of applications for zoning, occupancy, conditional use and/or building permit approvals for Multi-Family Dwelling Units in any Zoning District in the City for an additional six (6) months up to and including August 12, 2019; and

WHEREAS: This Council believes that extending the temporary moratorium on the acceptance and processing of applications for zoning, occupancy, conditional use and/or building permit approvals for Multi-Family Dwelling Units in any Zoning District in the City, and on the issuance of such approvals, will not deny property owners economically viable use of their property and will permit the City Administration, Council and Planning Commission necessary time to undertake a review of the Brunswick Zoning Code and possible amendment thereof relative to the location and approval process for Multi-Family Dwelling Units.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY

ORDAINS:

SECTION 1: The six (6) month temporary moratorium extension established by Ordinance No. 3-19 shall be extended for a period of six (6) months up to and including February 12, 2020, wherein the City shall not accept or process any applications for zoning, occupancy, conditional use and/or building permit approvals for Multi-Family Dwelling Units in any Zoning District in the City, and further shall not issue any such approvals during said period.

SECTION 2: Whenever the provisions of this Ordinance conflict with any other Ordinance or any provision of the Codified Ordinances of the City, the provisions of this Ordinance shall control.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the City and its residents and property owners and for the additional reason that it is required to permit the City Administration, Council and Planning Commission necessary time to undertake a review of the Brunswick Zoning Code and possible amendment thereof relative to the location and approval process for Multi-Family Dwelling Units. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam, CMC

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 40-19

BY: Committee-of-the-Whole

AN EMERGENCY ORDINANCE EXTENDING A TEMPORARY MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR ZONING, OCCUPANCY, CONDITIONAL USE AND/OR BUILDING PERMIT APPROVALS FOR MULTI-FAMILY DWELLING UNITS IN ALL ZONING DISTRICTS AND THE ISSUANCE OF SUCH APPROVALS.

WHEREAS: The City of Brunswick may legitimately regulate the location and approval of Multi-Family Dwelling Units, as defined in Codified Ordinance Section 1242.02(32)(c);

WHEREAS: On February 12, 2018, City Council adopted Ordinance No. 9-18, establishing a six (6) month temporary moratorium on the acceptance and processing of applications for zoning, occupancy, conditional use and/or building permit approvals for Multi-Family Dwelling Units in any Zoning District in the City effective as of February 12, 2018;

WHEREAS: On July 9, 2018, City Council adopted Ordinance No. 46-18 extending the temporary moratorium on the acceptance and processing of applications for zoning, occupancy, conditional use and/or building permit approvals for Multi-Family Dwelling Units in any Zoning District in the City for an additional six (6) months up to and including February 12, 2019;

WHEREAS: On February 11, 2019, City Council adopted Ordinance No. 3-19 extending the temporary moratorium on the acceptance and processing of applications for zoning, occupancy, conditional use and/or building permit approvals for Multi-Family Dwelling Units in any Zoning District in the City for an additional six (6) months up to and including August 12, 2019; and

WHEREAS: This Council believes that extending the temporary moratorium on the acceptance and processing of applications for zoning, occupancy, conditional use and/or building permit approvals for Multi-Family Dwelling Units in any Zoning District in the City, and on the issuance of such approvals, will not deny property owners economically viable use of their property and will permit the City Administration, Council and Planning Commission necessary time to undertake a review of the Brunswick Zoning Code and possible amendment thereof relative to the location and approval process for Multi-Family Dwelling Units.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY

ORDAINS:

SECTION 1: The six (6) month temporary moratorium extension established by Ordinance No. 3-19 shall be extended for a period of six (6) months up to and including February 12, 2020, wherein the City shall not accept or process any applications for zoning, occupancy, conditional use and/or building permit approvals for Multi-Family Dwelling Units in any Zoning District in the City, and further shall not issue any such approvals during said period.

SECTION 2: Whenever the provisions of this Ordinance conflict with any other Ordinance or any provision of the Codified Ordinances of the City, the provisions of this Ordinance shall control.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the City and its residents and property owners and for the additional reason that it is required to permit the City Administration, Council and Planning Commission necessary time to undertake a review of the Brunswick Zoning Code and possible amendment thereof relative to the location and approval process for Multi-Family Dwelling Units. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam, CMC

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 6/24/2019

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Grant Aungst

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 41-19** - An emergency resolution authorizing the City Manager to have entered into a Housing Revolving Loan Fund Administration Agreement with the State of Ohio, Development Services Agency. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Grant Aungst*)

BACKGROUND: The State of Ohio, Development Services Agency administers the federal Community Development Block Grant Program and HOME Investment Partnerships Program for the State of Ohio. It is necessary to enter into the Housing Revolving Loan Fund Administration Agreement and submit it to the State of Ohio.

PURPOSE AND EXPLANATION: The City Manager, with the approval of the Law Director, is hereby authorized to enter into a Housing Revolving Loan Fund Administration Agreement with the State of Ohio, Development Services Agency, attached as Exhibit "A". The Agreement is effective from January 1, 2019 to December 31, 2021.

IMPLEMENTATION SCHEDULE: Immediately.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: This agreement will allow for the City of Brunswick to receive program income. Program income is received when a home that previously received Community Housing Improvement Program monies has an attachable lien and it is sold. This Revolving Loan Fund Administration Agreement must be retroactive to January 1, 2019 as the previous agreement expired on December 31, 2018.

The original agreement expired as a result of the City being informed by a representative of the State that the Revolving Loan Fund Agreement was no longer necessary since the City of Medina was the grantee for the area. In June of 2019, the City was informed that the agreement is necessary and that it would be allowed to be retroactively applied to January 1, 2019 to correct the mistake.

RECOMMENDED

ACTION:

One Reading	No
Two Readings	No
Three Readings	No
Emergency	Yes
Suspension of Rules	No

If emergency or suspension of the rules, why the request?
This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety, or welfare and for the additional reason that the Housing Revolving Loan Fund Administration Agreement must be submitted to the State of Ohio.

**ADDITIONAL
INFORMATION:**

HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT

This Housing Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Development Services Agency**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and the **City of Brunswick** located at **4095 Center Road, Brunswick, Ohio 44212** with F.T.I. Number: FTI **34-6006433** (the "Grantee"), and shall be effective beginning **January 1, 2019** (the "Effective Date") and terminate **December 31, 2021** (the "Termination Date").

BACKGROUND INFORMATION

A. Grantor, through its Office of Community Development ("OCD"), administers the federal Community Development Block Grant ("CDBG") Program and the HOME Investment Partnerships ("HOME") Program for the State of Ohio.

B. Grantee has been determined to be an eligible recipient of CDBG and/or HOME funds and Grantee has been awarded CDBG and/or HOME funds from the Grantor for use to finance eligible activities that may generate Program Income as defined herein.

C. Grantor has recognized the positive impact on community development initiatives when the use of Program Income is locally determined. Grantor has permitted the establishment of Housing Revolving Loan Funds within local political subdivisions to meet the primary development goals of: 1) improving the affordable housing stock; and 2) providing for the affordable housing needs of low-and moderate-income persons in designated areas of the Housing Revolving Loan Fund.

D. Grantor desires to have Grantee to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income and Grantee desires to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income for the purposes stated above.

E. Grantee has adopted a Resolution or Ordinance authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

STATEMENT OF THE AGREEMENT

1. **Housing Revolving Loan Fund Capitalization.** Grantee shall deposit any and all Housing Program Income into a Housing Revolving Loan Fund account held by the Grantee.

2. **Definitions.**

a.) Housing Revolving Loan Fund ("RLF") is a separate fund established for the purpose of accounting for Housing Program Income and of carrying out the specific activities designated in OCD's Housing Handbook and the applicable Community Housing Impact and Preservation (CHIP) Program Application Instructions, which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.

b.) Housing Program Income is defined as gross income received by the recipient directly generated from the use of Ohio State Administered CDBG Program funds and/or Ohio State Administered HOME Program funds for housing activities.

3. **RLF Plan and Use of Funds.** Grantee has adopted the Local Housing Policy and Procedures Manual that has been previously submitted and approved by the Grantor. The Local Housing Policy and Procedures Manual must include the policies and procedures established by Grantor. Any changes to the Local Housing Policy and Procedures Manual must be submitted to Grantor for review and approval. Grantee shall use the Housing RLF Funds solely for the stated purposes set forth in this Agreement, OCD's Housing Handbook, the applicable CHIP Program Application Instructions, and the Local Housing Policy and Procedures Manual. All Housing Program Income funds must be expended in compliance with all CHIP Program requirements, including those found in Grantor's Non-Participating Jurisdiction Housing Handbook and the current Ohio Consolidated Plan.

4. **Program Income Distribution for CHIP Program Partnerships.** Grantee shall distribute Housing Program Income generated by an activity partially assisted with RLF Funds contributed by multiple CHIP Program Partners in conformance with the Grantee's OCD-approved CHIP Program Partnership Agreement.

5. **Project Approvals.** Grantee shall submit to Grantor a request for approval if the proposed project does not meet the requirements of this Agreement, OCD's Housing Handbook, the applicable CHIP Program Application Instructions, and/or the Local Housing Policy and Procedures Manual. Grantee must receive Grantor's written approval prior to the commencement of the Grantee's local project.

6. **National Objective/Income Eligibility Requirements.** Grantee shall ensure that all projects funded as a result of this Agreement meet the applicable CDBG national objective and HOME income eligibility requirements of the provision of a housing related direct benefit for low-and-moderate income persons.

7. **Subrecipient Agreements.** Grantee shall not subgrant the Housing Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee in the Revolving Loan Fund Account. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OCD within fifteen (15) days of any change in status of the designated administrative agent.

8. **Accounting of RLF Funds.** CDBG RLF Funds and HOME RLF Funds shall be deposited and maintained in separate fund accounts upon the books and records of Grantee (the "Accounts"). Grantee shall keep all records of the Accounts in a manner that is consistent with generally accepted accounting principles. All disbursements from the Accounts shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure.

9. **Reporting Requirements.** Grantee shall submit RLF Status Reports to Grantor no more than (30) days after notification of the RLF Status Report request. RLF Status Reports may include but are not limited to the following: program income; program activities; and program outcomes.

10. **Compliance with General CDBG and HOME Requirements.** Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).

11. **Compliance with Environmental Requirements.** Grantee shall comply with the provisions of 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities, for all activities funded with Housing Program Income.

a. **Use of Housing Program Income in association with an active Community Housing Impact and Preservation (CHIP) Program Grant.**

- i. If Grantee is the responsible entity for an active CHIP grant and Grantee uses its Housing Program Income to assist a CHIP-funded activity, the environmental procedures associated with the CHIP grant shall fulfill the environmental requirements for the Housing Program Income. Grantee does not submit separate Request for Release of Funds and/or Certification documentation to Grantor for the Housing Program Income, and Grantor does not issue a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Housing Program Income.
- ii. If Grantee is a partnering jurisdiction committing Housing Program Income to an active CHIP Program partnership, Grantee must prepare environmental review records, publish applicable public notices, and submit Request for Release of Funds and/or Certification documentation to Grantor for each activity assisted with Housing Program Income. Grantee may not commit Housing Program Income or initiate project work until Grantor issues a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Housing Program Income and Grantee fulfills any applicable site-specific environmental review requirements.

b. **Use of Housing Program Income independent of a Community Housing Impact and Preservation (CHIP) Program Grant.** If Grantee uses Housing Program Income independent of an active CHIP-funded activity, Grantee must prepare environmental review records, publish any applicable public notices, and submit Request for Release of Funds and/or Certification documentation to Grantor. Grantee may not commit Housing Program Income or initiate project work until Grantor issues a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Housing Program Income and Grantee fulfills any applicable site-specific environmental review requirements.

12. **Acquisition and Relocation.** Grantee shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementation regulations set forth in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.

13. **Term of the Agreement.** This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 30(f) herein. At least sixty (60) days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the Housing RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew this Agreement to allow the Grantee to continue to administer the RLF, have the Grantee close out the RLF by executing a CDBG and/or HOME Closeout Agreement or recapture the RLF Funds.

14. **Records, Access and Maintenance.** Grantee shall establish and maintain for at least three (3) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of an RLF as set forth in OCD's Housing Handbook. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the

resolution of said question and that in the event of early termination of this Agreement as provided in Section 21 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the Housing RLF Funds from its other records of operation.

15. Inspections. At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor and its agents, appropriate state agencies or officials, HUD officials and the U.S. Government Accountability Office (GAO) for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

16. Audits. The Grant Funds shall be audited according to the requirements of 2 CFR 200. In addition, Grantee must follow the guidelines provided in the OCD Financial Management Rules and Regulations Handbook. The Grantee shall submit to the Federal Audit Clearinghouse (FAC) and make available for public inspection a copy of the single audit, data collection form, and reporting package as described in 2 CFR 200 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. No later than seven (7) days following submission to the FAC, the Grantee must notify ODSA at singleaudit@development.ohio.gov that the single audit was submitted to the FAC. A copy of the audit report may be attached, but is not required.

17. Equal Employment Opportunity. Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the RLF Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

18. Prevailing Wage Rates and Labor Standards. In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the Code of Federal Regulations (CFR) Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code (ORC) Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

19. Use of Federal Grant Funds. Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in the Grantee's RLF project report forms and in conformance with OCD's Revolving Loan Fund Policies and Procedures Manual, OCD's Housing Handbook, and the Local Housing Policy and Procedures Manual. Grantee shall fully reimburse Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.

20. Property and Equipment Purchases. All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 21, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

21. Termination.

- a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
 - i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
 - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
 - iv. Cancellation of the grant of funds from HUD.

- b. **Early Termination:** Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.
- c. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OCD's Housing Policies and Procedures Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OCD RLF Policies and Procedures Manual.

22. Effects of Termination. Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

23. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

24. Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

25. Liability. Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

26. Adherence to State and Federal Laws, Regulations.

- a. **General.** Grantee shall comply with all applicable federal, state and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.
- b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., Sections 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

27. Outstanding Liabilities. Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

28. Falsification of Information. Grantee affirmatively covenants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to ORC Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than one hundred eighty (180) days.

29. Public Records. Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies.

30. Miscellaneous.

- a. Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
- b. Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement. Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
- c. Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- d. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
 - i. In the case of Grantor, to:

Ohio Development Services Agency
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attention: Deputy Chief
 - ii. In the case of Grantee, to:

Grantee Name: City of Brunswick

Address: 4095 Center Road

City, State, Zip: Brunswick, Ohio 44212

Attention: Ron Falconi
- f. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

- g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- i. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.
- j. Permissible Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- l. Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. Counterparts: PDF Accepted. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement

Signature: Each of the parties has caused this Housing Revolving Loan Fund Administration Agreement to be executed by its authorized representatives as of the dates set forth below, their respective signatures effective as of the Effective Date:

GRANTEE:

Brunswick

Ron Falconi

GRANTOR:

**State of Ohio
Development Services Agency**

Lydia Mihalki, Director

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER
TO HAVE ENTERED INTO A HOUSING REVOLVING LOAN FUND
ADMINISTRATION AGREEMENT WITH THE STATE OF OHIO,
DEVELOPMENT SERVICES AGENCY.

WHEREAS: The State of Ohio, Development Services Agency administers the federal
Community Development Block Grant Program and the HOME Investment
Partnerships Program for the State of Ohio; and

WHEREAS: It is necessary to enter into the Housing Revolving Loan Fund Administration
Agreement and submit same to the State of Ohio to allow for acceptance of grant
repayments made thereunder.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:

SECTION 1: That the City Manager, with the approval of the Director of Law, is hereby
authorized to have entered into a Housing Revolving Loan Fund Administration
Agreement with the State of Ohio, Development Services Agency as attached
hereto as Exhibit "A".

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for
the immediate preservation of the public peace, property, health, safety, or
welfare and for the additional reason that the Housing Revolving Loan Fund
Administration Agreement must be submitted to the State of Ohio to allow for
immediate acceptance of grant repayments. Therefore, the same shall be in full
force from and after its passage by the required number of votes or from the
earliest time allowed by law.

PASSED: 1st Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam, CMC

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 41-19

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO HAVE ENTERED INTO A HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT WITH THE STATE OF OHIO, DEVELOPMENT SERVICES AGENCY.

WHEREAS: The State of Ohio, Development Services Agency administers the federal Community Development Block Grant Program and the HOME Investment Partnerships Program for the State of Ohio; and

WHEREAS: It is necessary to enter into the Housing Revolving Loan Fund Administration Agreement and submit same to the State of Ohio to allow for acceptance of grant repayments made thereunder.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:

SECTION 1: That the City Manager, with the approval of the Director of Law, is hereby authorized to have entered into a Housing Revolving Loan Fund Administration Agreement with the State of Ohio, Development Services Agency as attached hereto as Exhibit "A".

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety, or welfare and for the additional reason that the Housing Revolving Loan Fund Administration Agreement must be submitted to the State of Ohio to allow for immediate acceptance of grant repayments. Therefore, the same shall be in full force from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam, CMC

THE CITY OF BRUNSWICK
PROPOSED LEGISLATION



DATE: 6/24/2019

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Paul Barnett

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 45-19** - An emergency resolution ratifying the actions of the City Manager in executing the 2019 Community and Litter Grant agreement with the Ohio Environmental Protection Agency. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Paul Barnett*)

BACKGROUND: A motion was passed on December 17, 2018 authorizing the City Manager to apply for a grant from OEPA for the purchase of recycle carts for the planned curbside recycle program. The City received the formal notification dated June 7, 2019, that we were successful in obtaining the grant in an amount of \$200,000. This notification was received on June 10, 2019 with a deadline to sign and return the grant agreement by June 17, 2019. The City Manager complied with the deadline by signing the agreement. The remaining costs of the recycle carts will be paid from the Refuse Fund #223.

PURPOSE AND EXPLANATION: The action of the City Manager in signing the agreement will allow the City to receive \$200,000 from OEPA for the purchase of recycle carts for the proposed curbside recycle program.

IMPLEMENTATION SCHEDULE: Adopt on June 24, 2019 as an emergency with suspension of the rules.

FINANCIAL INFORMATION: OEPA Grant - - EPA Grant Fund #337 - 337-2019-56800 - - 200000

FINANCIAL SUMMARY: The Ohio EPA Grant portion will be accounted for, received and paid from the EPA Grant Fund #337. All remaining recycle cart costs not covered by the grant proceeds will be paid from Refuse Fund #223 and is included in the cost of the City's refuse hauler contract.

RECOMMENDED ACTION:

One Reading	Yes
Two Readings	No
Three Readings	No
Emergency	Yes

Suspension of Rules

Yes

If emergency or suspension of the rules, why the request?

This is an emergency with suspension in order to ratify the actions of the City Manager.

**ADDITIONAL
INFORMATION:**

2019 Community and Litter Grant Agreement

This Agreement is made and entered into by and between the Director of the Ohio Environmental Protection Agency, hereinafter referred to as the **Agency**, and the City of Brunswick, hereinafter referred to as the **Grantee**.

WITNESSETH THAT:

WHEREAS the Grantee, as authorized under Ohio Revised Code (ORC) Chapter 3736, has applied to the Agency for program funding to implement a 2019 Community and Litter Grant, hereinafter referred to as the 2019 CLG; and

WHEREAS ORC 3736.05 authorizes the Director, to make grants from the recycling and litter prevention fund created in ORC 3736.03. ORC 3736.05 further authorizes the Director to enter into this agreement; and

WHEREAS the Grantee agrees to perform in compliance with the terms, promises, conditions, and assurances as outlined in the Grantee's 2019 CLG Grant Manual and the 2019 CLG Application, a copy of which is attached hereto as Exhibit A and incorporated herein by reference as if fully set forth herein; and

WHEREAS the 2019 CLG funds in the amount of \$ 200,000.00 have been encumbered. Obligations of the State of Ohio are subject to the provisions of ORC Section 126.07.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

- I. The Agency hereby awards to the Grantee a grant not to exceed \$ 200,000.00, for the purpose of implementing the project detailed in the Grantee's application. Costs incurred by the Grantee for items that are not part of the approved budget as contained in the Grantee's application, or costs in excess of amounts specified in the approved budget as contained in the Grantee's application will not be reimbursed by the Agency. Any grant-related expenditures made prior to the effective date of the grant agreement will not be reimbursed. The Grantee agrees to maintain and expend the match funds required, either (1) in the dollar amount set forth in the Funding Request Details specified in the Grantee's application as "Match Funds Required", or (2) if the grant award is reduced, when reconciling the grant account at closeout as a result of reduced actual costs, then the dollar amount of the Grantee's match funds required may be proportionately reduced.
- II. The Agency shall pay to the Grantee, subject to cash availability, fifty percent (50%) of its total grant award, to be used for project costs according to the Grantee's approved budget as contained in the Grantee's application. A final payment of fifty percent (50%) of the grant award will be withheld to reconcile the grant account at the end of the grant period or the closeout of the grant. The parties understand and agree that all payments made under this grant award are based on actual costs and are made based upon Grantee's satisfactory performance of Grantee's obligations under this grant agreement.
- III. **Nondiscrimination:** The Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as defined in the Americans with Disabilities Act (ADA). The Grantee shall not, in any manner, discriminate, intimidate or retaliate against any employee on account of race, color, religion, sex, sexual orientation, military status, national origin, disability, age or ancestry. The Grantee shall take affirmative action to ensure that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship.
- IV. **Drug-Free:** The Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by

Ohio Environmental Protection Agency

the Agency setting forth the provisions of this nondiscrimination clause. Furthermore, the Grantee agrees to comply with all pertinent provisions of ORC Section 125.111, 4112.02, and the Drug Free Workplace Act.

- V. The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA.
- VI. The Grantee shall comply with the State Equal Employment Opportunity guidelines, and any direction as set forth by officials or agencies of the State or Federal Government that seek to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this Agreement. Before and during performance, the Grantee shall promptly comply with all requests and direction from the State of Ohio or any of its officials and agencies.
- VII. Upon the Grantee's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part, and the Grantee may be ineligible for further state contracts and such other sanctions may be imposed and remedies instituted as otherwise provided by the law.
- VIII. It is fully understood and agreed that neither Grantee nor any of its employees or other personnel shall at any time or for any purpose, be considered as agents or employees of the Ohio EPA or the State of Ohio. The Grantee certifies that neither the Grantee nor its employees or other personnel are public employees of the Agency under federal or state law for tax, Workers' Compensation, and retirement deduction purposes.
- IX. Compliance Assurance: The Grantee shall carry out and administer the project according to all applicable federal, state, and local laws, rules, regulations, ordinances and the terms of this Agreement, as outlined in the Agency's 2019 CLG Application and Grant Manual.
- X. The Agency shall at any reasonable time have the right of access to and the right to audit all books and records, financial or otherwise, pertinent to the administration and operation of this project. The Grantee shall keep said books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits and inspections. In the event of a special audit, the Grantee will be responsible for the actual cost of the audit. Said costs shall be determined by the State of Ohio.
- XI. The Grantee by signature on this document, certifies that it: (1) has reviewed and understands the Ohio ethics and conflict of interest laws, including the requirements found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (2) Grantee is currently in compliance with and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws. The Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. No personnel of Contractor or public official, employee or member of the governing body of any locality in which work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of the work, voluntarily acquire any personal interest that is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out the work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such personal interest, shall immediately disclose his or her interest to Ohio EPA in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Ohio EPA determines in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to public interest.
- XII. The Grantee affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of the amounts specified in ORC 3517.13, to the Governor or to his campaign committees.
- XIII. The Grantee affirmatively represents and warrants to Agency that it is not subject to a

Ohio Environmental Protection Agency

finding for recovery under ORC 9.24 or otherwise qualifies under that section. The Grantee agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by Agency hereunder immediately shall be repaid to Agency, or an action for recovery immediately may be commenced by Agency for recovery of said funds. The Grantee affirmatively represents and warrants to Agency that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or ORC 125.25. If this representation and warranty is false, this Agreement is void *ab initio* and Grantee shall immediately repay to the State any funds paid under this Agreement.

XIV. Implementation of the approved 2019 CLG project as outlined in the Grantee's 2019 CLG Approved Application and this Agreement shall not commence until the Agreement is signed by all parties or **July 1, 2019**, whichever is later. The Agency shall not be responsible for any costs incurred by the Grantee prior to the effective date of this Agreement.

XV. Grantee represents and warrants that:

1. It is not subject to any judgment or decree of a court of competent jurisdiction or governmental agency that would limit or restrict its right to enter and carry out this Agreement.
2. Neither the execution of this Agreement nor the consummation of its transactions will constitute a breach under any contract or agreement to which it is a party or by which it is bound.
3. It has made no false statements to the other party or any of its employees or agents in the process of obtaining this Agreement
4. It has the authority to execute this Agreement and perform their obligations under this Agreement.
5. It has received no written notice that any investigation, action or litigation is pending or threatened, which materially and adversely affects this Agreement.

XVI. This Agreement shall remain in effect until **June 30, 2020**. The Agency reserves the right, at any time after execution of this Agreement, and with or without cause, to terminate, revise, or extend the grant in whole or in part, upon written notification to the Grantee. The Grantee, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible. In the event of such termination, the Grantee will be paid for approved expenditures incurred prior to termination and for any noncancelable obligations properly incurred by the Grantee prior to termination. If requested by the Agency, the Grantee shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The Grantee agrees to waive any right to, and shall no claim for, additional compensation against the Agency by reason of such termination.

XVII. The Grantee reserves the right, at any time after execution of this Agreement to terminate the program, in whole or in part, upon a thirty (30) day written notification to the Agency. In the event of such termination by the Grantee, the Grantee shall not incur any new obligations and shall make a good faith effort to cancel as many outstanding obligations as possible.

XVIII. All unspent funds and unallowed expenditures shall be returned to the Agency within forty-five (45) days of receiving notification of any termination of the grant or program. Any payment not received within forty-five days of the due date may be turned over to the Attorney General for collection as a delinquent claim, and the Grantee agrees to pay the Agency all costs the Agency incurs for delinquent collections by the Attorney General's office.

XIX. The Grantee affirms to have read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine, sign and complete the Standard Affirmation and Disclosure Form (Exhibit B) and shall abide by those requirements in the performance of this Agreement and perform no services required under this Agreement outside of

Ohio Environmental Protection Agency

the United States. Notwithstanding any other terms of this agreement, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided to the State in this contract. The Executive Order is provided as an attachment (Exhibit C) and also is available at the following website: <https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>

The Grantee also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Grantee or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that are outside of the United States.

If the Grantee or any of its subcontractors perform services under this Agreement outside of the United States, the performance of such services shall be treated as a material breach of the Agreement. The State is not obligated to pay and shall not pay for such services. If Grantee or any of its subcontractors perform any such services, Grantee shall immediately return to the State all funds paid for those services. The State may also recover from the Grantee all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Grantee performing services outside the United States.

The State may, at any time after the breach, terminate the Agreement, upon written notice to the Grantee. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

The State, in its sole discretion, may provide written notice to Grantee of a breach and permit the Grantee to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Grantee any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Grantee's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including but not limited to recovery of funds paid for services the Grantee performed outside of the United States, costs associated with corrective action, or liquidated damages.

- XX. Until termination of this contract (expiration date – see condition XV) and for a period of three years following termination, the **Agency** may require repayment of any funds, up to the full amount that has been distributed, upon a finding by the Director that **Grantee** or the cooperating enterprise is not in substantial compliance with environmental laws or rules or has become subject to a formal enforcement action by Ohio EPA or the Ohio Attorney General's Office. If the **Agency** terminates this agreement pursuant to this paragraph, any funds already distributed to Grantee, including funds that have already been spent, shall be returned to the **Agency** within forty-five (45) days of receiving notification of termination. Any payment not received within forty-five days of the due date may be referred to the Ohio Attorney General's Office for collection as a delinquent claim, and the Grantee agrees to pay the Agency all costs the Agency incurs for delinquent collections by the Ohio Attorney General's Office. Grantee shall require all contracts with subcontractors to include legal mechanisms (e.g., default judgments or liens) to recover funds pursuant to this paragraph.
- XXI. Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned, delegated, or transferred in whole or in part by the Grantee without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State. This Agreement represents the complete and final agreement between the Parties and supersedes any previous writing or understanding.
- XXII. Each party shall be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of the performance of this Agreement and that are due to that party's own negligence, tortious acts, or other conduct or that are due to the negligence, tortious acts, or other conduct of the party's respective agents, officers, or employees.

Ohio Environmental Protection Agency

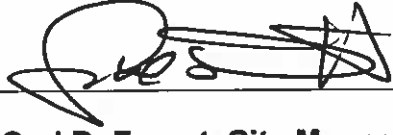
The effective date of this Agreement is the date when the Director of the Ohio Environmental Protection Agency signs this Agreement, or **July 1, 2019**, whichever date is later.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Grantee: City of Brunswick
Award: \$ 200,000.00

(I, we) have the authority to sign this Agreement and do so in (my/our) respective capacities:

Grantee Signature

Signed:  **Date:** 6/13/19

Authorized Official: Carl DeForest, City Manager
City of Brunswick

Ohio Environmental Protection Agency Signature

Signed: _____ **Date:** _____

Laurie A. Stevenson, Director
Ohio Environmental Protection Agency

THE CITY OF BRUNSWICK

PROPOSED MOTION



DATE: 12/17/2018

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Paul Barnett

COPY: Mayor Ron Falconi

MOTION: Motion authorizing the City Manager to apply for a grant from OEPA for purchase of recycle carts or the planned start of curbside recycling in 2019.

BACKGROUND: Brunswick is planning on starting a curbside recycling program in summer of 2019. Currently, Brunswick does not offer a curbside recycling program and OEPA is offering grants for Cities that are adding curbside recycling.

PURPOSE AND EXPLANATION: This motion will allow for the City Manager to apply for a grant from OEPA for the purchase of recycle carts to offset the costs that will be charged to the residents.

IMPLEMENTATION SCHEDULE: Applications for this grant are due by February 1, 2019.

FINANCIAL INFORMATION: OEPA grant for purchase of recycle carts -- Revenue of \$200,000.00 --

FINANCIAL SUMMARY: Application will be the maximum allowed or \$200,000.00

RECOMMENDED ACTION: Passage of a motion which authorizes the City Manager to apply for a grant for the purchase of recycle carts.

ADDITIONAL INFORMATION:



Mike DeWine, Governor
Jon Husted, Lt. Governor
Laurie A. Stevenson, Director

June 7, 2019

Paul Barnett
City of Brunswick
4095 Center Road
Brunswick, OH 44212

RE: Recycle Ohio Grant (ROG) – 2019 Awards

Dear Mr. Barnett:

Congratulations, your 2019 Community and Litter Grant application is approved for funding. The Ohio Recycling and Litter Prevention grant program benefits Ohio's environment and economy through projects that reduce the negative impact of waste streams and supports businesses working in and/or directly benefiting from recycling markets.

Enclosed are 2 copies of the grant agreement that **must** be signed by the grantee, and the Ohio Environmental Protection Agency. In addition, the grantee must complete and sign the Ohio Department of Administrative Services, Affirmation and Disclosure Form. As part of the grant process and in response to Executive Order 2019-12D, the grantee through the Affirmation and Disclosure Form agrees that they will not perform services requested under the grant agreement outside of the United States.

Your responsibilities in this process are to ensure the following:

1. All appropriate local officials carefully review the entire agreement;
2. The authorized official designated in the application signs and dates each agreement along with the Department of Administrative Services, Affirmation and Disclosure Form, original signatures (no signature stamps or copies); and
3. Return all documents (both original agreements and the Department of Administrative Services, Affirmation and Disclosure Form) to the address below by **June 17, 2019**.

Ohio Environmental Protection Agency
Attn: Marie Barnett, Grants Administrator
Division of Environmental & Financial Assistance
P.O. Box 1049
Columbus, OH 43216-1049

4. **Grantees are required to attend the mandatory grant administration meeting to review the operational and reporting requirements established by the agency.** This meeting must be attended by at least one representative of the entity receiving grant funds. At this meeting you will receive an original copy of the fully executed agreement.

The meeting will be held at the following location and time:

June 20, 2019
10:00 AM – 12:00 Noon
Ohio Department of Transportation
(Lower Level Auditorium)
1980 West Broad Street
Columbus, Ohio 43223

If you have any questions, please contact Marie Barnett, Grants Administrator, at marie.barnett@epa.ohio.gov, or by calling (614) 705-1019.

Sincerely,

A handwritten signature in blue ink that reads "Laurie A. Stevenson". The signature is fluid and cursive, with the first name "Laurie" and last name "Stevenson" clearly legible.

Laurie A. Stevenson, Director
Ohio Environmental Protection Agency

DEPARTMENT OF ADMINISTRATIVE SERVICES

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work.

This information is to be submitted as part of the response to any of the procurement methods listed.

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the Bidder/Offeror affirms, understands and will abide by the requirements of Executive Order 2019-20D. If awarded a contract, the Bidder/Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Bidder/Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Bidder/Offeror to sanctions, termination or a damages assessment. If the Bidder/Offeror will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor: **XYZ Organization**

1234 State Street, Ste 100
(Address)

Columbus, Ohio 43215
(City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor: **XYZ Organization**

1234 State Street, Ste 100
(Address)

Columbus, Ohio 43215
(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)



MIKE DEWINE

**GOVERNOR
STATE OF OHIO**

Executive Order 2019-12D

Governing the Expenditure of Public Funds for Offshore Services

WHEREAS, the retention and creation of jobs in the State of Ohio is fundamental to the future prosperity of all Ohioans; and

WHEREAS, the use of public funds for services provided outside the United States potentially undermines economic development; and

WHEREAS, it shall be the policy of my Administration to prohibit the expenditure of public funds for services provided outside the United States;

NOW THEREFORE, I, Mike DeWine, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and laws of this State do hereby order and direct that:

1. No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by an Executive Agency and services provided by subcontractors of those providing services purchased by an Executive Agency.

2. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.

3. The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall continue to maintain procedures to ensure all of the following:

a. All agency procurement officers (APOs), or the person with equivalent duties at each Executive Agency, have standard language in all Executive Agency contracts which:

- i. Reflect this Order's prohibition on the purchase of offshore services.
- ii. Require service providers or prospective service providers to:

- 1. Affirm that they understand and will abide by the requirements of this Order.
- 2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.

3. Disclose the location(s) where any State data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
 4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
 5. Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the State under the proposed contracts
- b. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
 - i. Any such proposal for services lacking the affirmation and disclosure requirements of the Order will not be considered.
 - ii. Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any subcontractor will not be considered.
 - c. All procurement manuals, directives, policies, and procedures reflect the requirements of this Order.
 - d. All APOs have adequate training which addresses the terms of this Order.
4. Nothing in this Order is intended to contradict any State or federal law. In addition, this Order does not apply to:
- a. Services necessary to support the efforts to attract jobs and business to Ohio;
 - b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities; or
 - c. Situations in which the Director of the Department of Administrative Services, or the Director's designee, shall determine that it is an emergency or that it is necessary for the State to waive some or all of the requirements of this Order. The Director shall establish standards by which Executive Agencies may request a waiver of some or all of the requirements of this Order and by which such requests will be evaluated and may be granted.

I signed this Executive Order on March 4, 2019 in Columbus, Ohio and it will expire ten (10) calendar days after my last day as Governor of Ohio unless rescinded before then.



Mike DeWine, Governor

ATTEST:

Frank LaRose, Secretary of State



2019 Grant Manual

Recycling and Litter Prevention Program



**Ohio Environmental Protection Agency
Laurie A. Stevenson, Director**

Ohio Environmental Protection Agency

DEFA - Recycling & Litter Prevention Program Contact Information

Marie Barnett, Grants Administrator
marie.barnett@epa.ohio.gov Phone: 614-705-1019

Travis Limbert, Grants Coordinator
travis.limbert@epa.ohio.gov Phone: 614-644-2827

Katie Courtright, Supervisor
kathleen.courtright@epa.ohio.gov Phone 614-705-1147

Dave Foulkes, Environmental Specialist
david.foulkes@epa.ohio.gov Phone 614-644-3118

Kelsey Heyob, Environmental Specialist
kelsey.heyob@epa.ohio.gov Phone 614-705-1013

50 West Town Street, Suite 700
P.O. Box 1049
Columbus, Ohio 43216-1049

www.recycleohio.gov



Printed on recycled paper

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INTRODUCTION

This manual will serve as your guide for managing your Ohio Environmental Protection Agency (Agency) Recycling and Litter Prevention grant. The manual provides specific policies in effect to administer the grant project. Although these policies address all management requirements, the Agency reserves the right to make exceptions to these requirements when circumstances warrant.

As part of all grant agreements, this manual is to be used in conjunction with the following documents:

- Original Application Package
- Grant Agreement (contract)

Any individuals involved with or responsible for managing the grant program should be familiar with the above documents. By signing the grant agreement, the grantee agrees to follow all policies and procedures in this manual.

RELATIONSHIP OF THE AGENCY TO THE GRANTEE

The Grantee is required to designate an authorized official to administer the grant. The Grantee and Cooperating Enterprise are required to sign all documents and is directly responsible for the overall grant. Grantees/Cooperating Enterprises will follow all policies and procedures in this manual, maintain fiscal and program accountability and ensure that no grant expenditures exceed the budgeted amounts. At no time will the total amount of a grant be increased.

GRANT ADMINISTRATION

Accounting System

The Grantee must use an accounting system that complies with "generally accepted accounting principles." Grantees must record the receipt of funds by type and source, and the expenditure of funds by approved line items. Local government accounting systems that comply with standards and procedures published by Ohio's state auditor will meet the Agency's accounting standards. The accounting system must provide a timely and accurate record of transactions and must produce reports that correspond with appropriate receipts and disbursements, the expended and unexpended balance for each line item, invoices, proof of payment (voided checks, credit card statements, Auditor's reports, etc.) and the total funds expended and the unexpended.

Audits

Grant-related financial records of Grantees/Cooperating Enterprises are subject to Agency, state, and local government audits and must be maintained for a period of **six years** after the grant close out. Audits may result in adjustments to the amount of reimbursement and may require repayment to the Agency of any improperly expended or unaccounted grant funds. In the event of a special audit, the Grantee/Cooperating Enterprise will be responsible for the actual cost of the audit. The Agency, in conjunction with the auditor's office will determine said

costs. The auditors will require review of, but not limited to, the following information while on official audits:

- All purchase orders, invoices, proof of payment documents and vouchers that involve grant and matching funds
- Listing of equipment purchased with grant and matching funds
- Internal accounting ledgers and/or journals showing grant and matching expenditures
- A chart of accounts that identifies the fund and/or account from which grant and matching expenditures are made
- Copies of all reports required by this grant manual and the grant agreement

The Agency in conjunction with the auditor's office will on an annual basis, perform risk assessments that identify grantees requiring an audit in the coming year. If the original intent of the grant is not satisfied, or if multiple infractions exist, these actions could raise the risk assigned to your organization and result in such an audit. Therefore, it is imperative that all grants be conducted in compliance with grant guidance, all eligible grant expenditures are supported by documentation, and the original intent of the grant is sufficiently satisfied.

Contract/Sub-Grant Agreement

The Grantee is required to enter into a contract with any approved contractor to sub-grant grant funds for eligible purposes, as identified in the approved budget. The Grantee is required to ensure that contracts or sub-grants awarded for the establishment of project-related facilities by a contractor include provisions, guaranteeing the availability of suitable land or property, in or on which to operate. In addition, the Grantee/Cooperating Enterprise must obtain any necessary licenses, permits or inspections required by a governmental agency. The property must be maintained in compliance with all directives given by health, safety or fire officials, resulting from regular or special inspections by those agencies. In addition, the Grantee/Cooperating Enterprise must maintain sufficient insurance on any property for which grant funds have been expended to improve the property site, or to help re-establish the physical plant of the operation in case of fire, theft or other destructive occurrence. The Grantee/Cooperating Enterprise must maintain insurance in an amount sufficient to cover the replacement value of any grant-funded equipment. For Market Development Grants (MDG) and Scrap Tire Grants (STG), this section applies to both the Grantee and the Cooperating Enterprise. MDG and STG Grantees and Cooperating Enterprises shall submit all appropriate financial documents, including shipping and receipt documents, invoices, proof of payment documents, contracts and term reports, prior to the transfer of any grant funds.

Separate Account

ORC Section 3736.03 and the grant agreement require all Grantees to create and maintain a separate account for grant funds received, and cash donations (ORC Section 5733.064) received for their grant program. This separate account must remain open throughout the effective dates of the grant agreement and during whatever additional time is necessary to close out all charges and payments related to the grant.

All interest earned on the separate account must be deposited into the same account. These monies will be used to support recycling or litter prevention projects and may be used any time during or after the effective date of the grant award. Monies generated from any grant-funded activity are not required to be deposited into the separate account. The Grantee must document all cash donations received for the grant project as to the amount, name, and address of the donor, and the date each donation was received. The Grantee must use cash donations received for tax credit purposes pursuant to ORC Section 5733.064 for any purpose identified under ORC Section 3736.02, and in a manner consistent with the same. The donations may be used any time on or after the effective date of the grant award.

Matching Funds

Community and Litter Grant (CLG) projects require a financial contribution equal to twenty five percent (25%) match of the grant award. Matching funds for CLG projects must be a cash contribution directly related to the project. Matching funds will be accounted for in the same manner as grant funds.

Market Development Grant (MDG) projects require a financial contribution equal to one hundred percent (100%) match of the grant award. The match must be a cash contribution or line of credit dedicated to the funded project. Matching funds will be accounted for in the same manner as grant funds.

Scrap Tire Grants (STG) projects require a financial contribution equal to one hundred percent (100%) match of the grant award. The match must be a cash contribution or line of credit dedicated to the funded project. Matching funds will be accounted for in the same manner as grant funds.

Initial Payment

Upon approval of the grant agreement and subject to cash availability, the agency provides each grantee with an initial electronic payment to cover approved grant expenses. In projects involving a Cooperating Enterprise, the initial payment shall be held by the Grantee and not forwarded to the Cooperating Enterprise until all expenditures have been completed and the appropriate invoices and proof of payment is documented. A final payment will be withheld to reconcile the grant account at the end of the grant period or at the close-out of the grant. In addition, any grant-related expenditure made prior to the effective date of the grant agreement will not be reimbursed.

Close Out

Grants will be closed out after the Agency receives and approves the completed final report and has an opportunity to witness the project equipment in operation. The maximum grant period for the CLG is 12 months. The maximum grant period for the MDG and STG is 24 months; however, the Grantee may request to fiscally close out the grant earlier than the deadline established in the executed grant agreement. The close out request requires submission of all Agency grant close out reports. The final report is due no later than 45 days after the grant expiration date.

Following submission and approval of the completed final report, the Agency will authorize a final electronic payment for the grantee. If the initial electronic payment exceeded the total

grant project expenditures, a final payment will not be issued and unused grant funds must be returned to the Agency within 45 days of close out notification, or the Agency may forward the matter to the Ohio Attorney General's Office for collection services. Checks submitted to the Agency should be made payable to "Treasurer, State of Ohio".

For Community and Litter Grants, if the total grant project expenditures equal a lesser amount than what was proposed in the budget, the match may be proportionately reduced. Grantees may calculate the match required for a project with reduced actual costs using the following formula:

$\text{Grant} + \text{Match} = \text{Total Project Cost}$

$\text{Total Project Cost} / 1.25 = \text{Grant Funds}$, then $\text{Total Project} - \text{Grant Funds} = \text{Match}$

For Market Development and Scrap Tire Grants, if the total project expenditures equal a lesser amount than what was proposed in the budget, the dollar amount of the Grantee's match funds required may be reduced to the equivalent of the reduced grant funds.

Close Out Reports are requested in electronic format and may be submitted to recycle@epa.ohio.gov

Contracts, Purchases and Personnel Policies

The Grantee will abide by its local procurement regulations or standards for contract agreements, provided that the standards set forth in the grant agreement are followed. A written agreement is required between the Grantee and the service provider where personal services greater than \$1,000 (one thousand dollars) will be paid for with grant funds. The written agreement will be fully executed before the provision of any service, and a copy will be retained in the Grantee's financial records for audit purposes.

Grant funds will not, without prior written approval from the agency, be obligated after the termination date of the grant. In addition, grant funds will not be used to supplant or to replace any existing funding for grant projects.

Equipment and Site Improvement Disposition

The Grantee/Cooperating Enterprise will maintain records reflecting each purchase made by the Grantee/Cooperating Enterprise for a piece of equipment costing more than \$300 acquired through this grant. During the three-year period from the date the Grantee/Cooperating Enterprise expends \$3,000 or more of grant funds to purchase any equipment or on-site improvements, the Grantee/Cooperating Enterprise will not change the original approved use of the equipment, without obtaining prior written approval of the Agency. The Grantee/Cooperating Enterprise may not transfer the equipment to another party as a gift without cost. The Grantee/Cooperating Enterprise may not sell the equipment acquired through this grant, except with the written approval of the Agency. During the three-year period, the Grantee/Cooperating Enterprise must obtain written approval from the Agency, prior to making any change to the equipment, transferring the equipment to another person or entity, or selling the equipment to another person or entity, if that equipment was obtained through this grant. Any request for such approval must contain the rationale and basis for the proposed change, transfer or sale. If the Grantee/Cooperating Enterprise obtains approval and sells a piece of equipment originally acquired through this Grant during the three-year period,

the Grantee shall reimburse the Agency with the proceeds of the sale up to the amount of the cost of the piece of equipment. The Grantee/Cooperating Enterprise shall submit checks to the Agency made payable to "*Treasurer State of Ohio*", and send the check to the same address as provided in this manual for the submittal of reports within forty-five (45) days of the approved sale of the equipment in accordance with the following schedule:

1. Within one year of the date the Grantee/Cooperating Enterprise received the equipment or site improvement, the Grantee/Cooperating Enterprise will repay to the Agency **ninety percent (90%)** of any expended funds granted by the Agency for the originally approved purchase of the equipment or site improvement.
2. During the second year after the date the Grantee/Cooperating Enterprise received the equipment or site improvement, the Grantee/Cooperating Enterprise will repay to the Agency **seventy percent (70%)** of any expended funds granted by the Agency for the originally approved purchase of the equipment or site improvement.
3. During the third year after the date the Grantee/Cooperating Enterprise received the equipment or site improvement, the Grantee/Cooperating Enterprise will repay to the Agency **fifty percent (50%)** of any expended funds granted by the Agency for the originally approved purchase of the equipment or site improvement.
4. Following the third year after the date the Grantee/Cooperating Enterprise received the equipment, the Grantee/Cooperating Enterprise may dispose of the equipment in a manner consistent with local regulations and without the approval of the Agency.

Enhanced Assistance: Compliance Check and Site Visits

Prior to release of grant funds, staff will perform a review of Agency records to ensure the Grantee/Cooperating Enterprise is compliant with all applicable rules and regulations. Release of grant funds may be withheld if the compliance check identifies any issue(s).

Agency staff may visit the Grantee/Cooperating Enterprise during the grant period and up to three years thereafter. These site visits will be scheduled in advance and provide the Agency with knowledge of the Grantee's/Cooperating Enterprise's progress toward meeting project objectives.

Enhance Assistance site visits will help ensure compliance with current facility operations; provide the grant recipient with the compliance assistance they may need to operate in an environmentally acceptable manner. In addition, site visits allow staff to observe how grant funded activities promote recycling in Ohio and use this information for programmatic improvements and developing priorities.

Advertising Policies

Content Standards: Content will be in good taste. Nudity, sexual suggestion and derogatory references to persons based on sex, ethnicity, religion, color, creed or handicap are prohibited. Materials will positively reflect on the grantee and the Agency. Content will not threaten individual freedoms. Copyrighted and trademarked material cannot be used without written permission from the owner. A funding credit line (FCL) is a statement that explicitly gives funding credit to certain parties. If no local contribution is made, no funding credit will be given

to the grantee, their local officials or donors. Funding credit may be given to both parties when the Agency and the grantee share the project cost. Any advertising that does not meet the requirements of the Advertising Policy will not be reimbursed.

Note: *The Agency will not reimburse the expenditure of grant funds to support advertising that incorporates quotes or names of any individual(s) running for office or for any political purposes.*

The following funding credit line or Ohio EPA logo will be used on all advertising such as billboards, tabloid-style inserts and standard print journal advertising. This FCL will also appear on other printed materials such as brochures, flyers, newsletters, pamphlets, posters, etc.



Funded by the Ohio Environmental Protection Agency

RECORD KEEPING

Both Grantees/Cooperating Enterprises must maintain adequate records in the format prescribed in this grant manual. Such records must document all allowable expenses. The Grantee will monitor and report project performance for all grant-supported projects to assure that projects are accomplished, and funds are properly expended. Maintaining accurate and comprehensive records is considered part of the grant application review criteria and can positively or negatively affect future grant funding for communities and their Cooperating Enterprises.

FINAL REPORTS

Each grant has a set of final reports that are found at the end of this manual. Grantees/Cooperating Enterprises should make sure that the appropriate grant summary is completed for each individual grant. After the final report is processed and approved, the Agency provides each grantee with a letter stating the effective date of the approved report.

Project Summary

The Project Summary lists the accomplishments of the Grantee/Cooperating Enterprise and updates the status of a grant per the original application. This should include any pre-approved project and budget modifications.

Recycling Activity Materials Summary

The Recycling Activity Materials Summary includes project-specific questions regarding pounds of materials collected for recycling, and pounds of materials utilized in a manufacturing process.

Financial Summary

The Financial Summary identifies expenditures toward approved projects. The Agency approves or disapproves expenditures according to the approved grant budget. The official

project budget figures can be found in the Grantee's original grant application. All final report documents must be submitted even if no expenses were incurred during a particular year.

Equipment Summary

The Cooperating Enterprise must provide to the Grantee an Equipment Summary report that lists each piece of equipment purchased in full, or in part, with grant funds that costs \$300 or more. The Grantee will submit the Equipment Summary included in the final report to Ohio EPA.

Advertising Attachments

Grantees must attach copies of all grant-funded advertisement, including printed advertising/material and scripts of all radio advertising, in the final report.

TIMETABLE OF REPORTS

Grant/Final Reports	Reporting Period Covered	Due Dates
Community and Litter Grant	July 1, 2019 – June 30, 2020	Aug. 15, 2020
Market Development Grant & Scrap Tire Grant	July 1, 2019 – June 30, 2021	Aug. 15, 2021

Grantees may submit Final Reports electronically to recycle@epa.ohio.gov or a via mail to:

Ohio Environmental Protection Agency

DEFA - Recycling & Litter Prevention
Attention: Kelsey Heyob
50 West Town Street, Suite 700
P.O. Box 1049
Columbus, Ohio 43216-1049



Close Out Report

Grantee:
 Cooperating Enterprise:
 Grant Year: 2019
 Grant Type:
 Fund Number (Ohio EPA Only):
 Date Submitted:

Total Grant Award	=	\$
Total Match Committed	=	\$
Initial Grant Payment	=	\$
Total Grant Expended	=	\$
Total Match Expended	=	\$
Total Project Cost	=	\$
Amount Due to Grantee	=	\$
Amount Due to Ohio EPA	=	\$

Check One:

- ☐ According to the records submitted and attached, the grantee is eligible to receive and should be issued payment in the amount of \$_____
- ☐ According to the records submitted and attached, the grantee is to issue payment to Ohio EPA made payable to Treasurer State of Ohio in the amount of \$_____

Proof of payments and invoices are required (e.g. credit card, copy of canceled check, P.O.) Grantees will list each piece of equipment purchased in full, or in part, with grant funds that costs \$300 or more. Include the listed information for each piece of equipment. Attach proof of payments and invoices.

Final Report Submitted by Signature _____ Date _____

(Ohio EPA Only) Grants Administrator Signature _____ Date _____

(Ohio EPA Only) Environmental Supervisor Signature _____ Date _____

FINAL REPORT
Project Summary Form

Grantee: _____ Date: _____

Cooperating Enterprise: _____

Grant Type: _____

Project Goals and Objectives:

Market Impact: Since your grant award, describe the progress, success, failure, etc., related to your project. Describe how it may have impacted material markets in Ohio.

Location and Physical Plant: Describe any site improvements made during this reporting period. List any equipment purchased or installed. Describe any project-related problems with the location or facility.

Project Marketing: Describe any activities that have been conducted to promote or increase the awareness of the project.

Additional Information or Comments: If needed, please use this space to record any additional information that is pertinent to the project or provide comments or suggestions.

**FINAL REPORT
Project Summary Form**

Grantee: _____ Date: _____

Cooperating Enterprise: _____

Grant Type: _____

Advertisement:

Type of Advertising	Number of Units	Cost Per Unit	Match Funds Spent	Grant Funds Spent	Total Cost
Brochure					
Newspaper					
Posters					
Radio					
Other:					
Totals					

Please attach copies to the Final Report of all grant-funded advertisement, including printed advertising/material and scripts of all radio advertising.

FINAL REPORT **Materials Summary Form**

Grantee: _____ Date: _____

Cooperating Enterprise: _____

Grant Type: _____

Materials Collected	Tons Collected <i>(through the grant-funded activity)</i>
Appliances	
Carpet & Padding	
Commingled Material	
Construction & Demolition Debris	
Deconstruction Material	
Glass	
Electronics	
Mattresses	
Metals – Ferrous	
Metals – Non-Ferrous	
Organic (food) Material	
Paint	
Paper - Cardboard (OCC)	
Paper – All Other	
Plastics	
Scrap Tires	
Wood – non-C&DD material	
Other -	
Other -	
Totals:	

FINAL REPORT **Financial Summary Form**

Grantee: _____ Date: _____

Cooperating Enterprise: _____

Grant Type: _____

Project Type:		Grant Funds Spent:	Match Funds Spent:
Equipment: <i>(provide brief description of purchases)</i>		\$	\$
Other: <i>(provide brief description of purchases)</i>		\$	\$
Personal Services Contract: <i>(provide brief description of services)</i>		\$	\$
Total		\$	\$

FINAL REPORT Equipment Summary Form

Grantee: _____ Date: _____

Cooperating Enterprise: _____

Grant Type: _____

All grantees will list each piece of equipment purchased in full, or in part, with grant funds that costs \$300 or more. Include the listed information for each piece of equipment. Attach proof of payments and invoices.

Equipment Type:		Model Year:
Model #:		Delivery Date:
Serial / ID #:		Grant Year Obtained:
Equipment Location:		
Total Grant Spent: \$	Total Match Spent: \$	Total Spent: \$
Equipment Type:		Model Year:
Model #:		Delivery Date:
Serial / ID #:		Grant Year Obtained:
Equipment Location:		
Total Grant Spent: \$	Total Match Spent: \$	Total Spent: \$
Equipment Type:		Model Year:
Model #:		Delivery Date:
Serial / ID #:		Grant Year Obtained:
Equipment Location:		
Total Grant Spent: \$	Total Match Spent: \$	Total Spent: \$
Equipment Type:		Model Year:
Model #:		Delivery Date:
Serial / ID #:		Grant Year Obtained:
Equipment Location:		
Total Grant Spent: \$	Total Match Spent: \$	Total Spent: \$

DATA SUMMARY FORM (CLG GRANT ONLY)**Grantee:**

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County:

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Cleanup Areas (Indicate total number)

Roadsides		Parks	
Playgrounds		Waterways	
Streets/sidewalks		Public land/vacant lots	

Cleanups Summary (Indicate total amounts)

Miles of streets/highways/trails		Number of junk cars	
Miles of rivers/lakes/shore		Number of tires collected	
Number of illegal dumpsites		Pounds of recyclables collected	
Bags of litter/debris collected		Number of communities	

Media/Education Summary (Indicate total number)

Ads purchased with grant funds		Number of education presentations	
Ads donated		Number of education participants	
News articles		Facebook/Twitter hits	
Printed materials			

Cleanup Volunteers/Community Investment Summary (Indicate total number or cash value)

Number of volunteers		Donated goods/services/contributions	
Number of hours worked		Government/department/agency costs	
Total value of volunteer hours using federal minimum wage of \$7.25/hr.			

MATERIALS SUMMARY FORM (MARKET DEVELOPMENT ONLY)

Grantee: _____ Date: _____

Cooperating Enterprise: _____

Grant Type: _____

<i>Material Specification</i>	<i>Tons of Material Per Year</i>	<i>Percent Increase in Operation's Use of Material</i>
	TPY	%
	TPY	%
	TPY	%
	TPY	%
	TPY	%
	TPY	%

Number of jobs created: _____

Number of jobs retained: _____

MATERIALS SUMMARY FORM (SCRAP TIRE GRANT ONLY)

Grantee: _____ Date: _____

Cooperating Enterprise: _____

Grant Type: _____

<i>Scrap Tire Material Specification</i>	<i>Tons of Material Per Year</i>	<i>Percent Increase in Operation's Use of Material</i>
	TPY	%
	TPY	%
	TPY	%
	TPY	%
	TPY	%
	TPY	%

Number of jobs created: _____

Number of jobs retained: _____



What to return:

Sign date, and return ***all copies of the 2019 Grant Agreement*** along with the
Department of Administrative Services
Affirmation and Disclosure Form (sample enclosed).
(Original signatures are required, no signature stamps or copies)

Please return no later than **June 17, 2019**

Mail to:

Ohio Environmental Protection Agency
Division of Environmental & Financial Assistance
Marie Barnett, Grant Administrator
P.O. Box 1049
Columbus, Ohio 43215-1049

AFFIRMATION AND DISCLOSURE FORM

By the signature affixed hereto, the Contractor affirms and understands that if awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States, nor allow State data to be sent, taken, accessed, tested, maintained, backed-up, stored or made available remotely (located) outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

3. Location where state data will be located, by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where state data will be located by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure Form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

AN EMERGENCY RESOLUTION RATIFYING THE ACTIONS OF THE CITY MANAGER IN EXECUTING THE 2019 COMMUNITY AND LITTER GRANT AGREEMENT WITH THE OHIO ENVIRONMENTAL PROTECTION AGENCY.

WHEREAS: On December 17, 2018, City Council adopted a Motion authorizing the City Manager to apply for a grant from the Ohio Environmental Protection Agency ("OEPA") in the amount of \$200,000.00 (the "Grant") for the purchase of recycling carts for implementation of a curbside recycling collection program in the City;

WHEREAS: On June 10, 2019, the City received formal notification from the OEPA that the City was awarded the Grant in the amount of \$200,000.00 and advising that the 2019 Community and Litter Grant Agreement (the "Agreement") must be executed and returned to the OEPA by June 17, 2019; and

WHEREAS: The City Manager executed the Agreement and timely returned same to the OEPA to ensure receipt of the Grant.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:

SECTION 1: That the actions of the City Manager in executing the Agreement and timely returning same to the OEPA to ensure receipt of the Grant is hereby ratified.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety or welfare, and for the additional reason that immediate passage is necessary to ratify the actions of the City Manager. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam, CMC

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 45-19

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION RATIFYING THE ACTIONS OF THE CITY MANAGER IN EXECUTING THE 2019 COMMUNITY AND LITTER GRANT AGREEMENT WITH THE OHIO ENVIRONMENTAL PROTECTION AGENCY.

WHEREAS: On December 17, 2018, City Council adopted a Motion authorizing the City Manager to apply for a grant from the Ohio Environmental Protection Agency ("OEPA") in the amount of \$200,000.00 (the "Grant") for the purchase of recycling carts for implementation of a curbside recycling collection program in the City;

WHEREAS: On June 10, 2019, the City received formal notification from the OEPA that the City was awarded the Grant in the amount of \$200,000.00 and advising that the 2019 Community and Litter Grant Agreement (the "Agreement") must be executed and returned to the OEPA by June 17, 2019; and

WHEREAS: The City Manager executed the Agreement and timely returned same to the OEPA to ensure receipt of the Grant.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:

SECTION 1: That the actions of the City Manager in executing the Agreement and timely returning same to the OEPA to ensure receipt of the Grant is hereby ratified.

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PASSED: 1st Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam, CMC