

BRUNSWICK CITY COMMITTEE-OF-THE-WHOLE

Agenda

SEPTEMBER 12, 2016

6:30 PM

1. Discussion Items

- (a) Discussion of flow control and the plan for recycling and trash collection.
(Amy Lyon-Galvin/Paul Barnett)
- (b) Discussion as to having the October 10 Council Meeting on schedule for Columbus Day.

2. Motion Items

- (a) Motion to allow the City Manager to enter into an 3 year agreement with the Medina County Board of Developmental Disabilities to operate the "Snack Shack" at the Brunswick Community Recreation and Fitness Center.
- (b) A motion to allow the Administration to go out to bid for office supplies.
- (c) Motion authorizing the Acting City Manager to advertise for public bids for fuel stations upgrades.
- (d) Motion to approve Council's 2017 Proposed Budget.

3. Review Legislation

- (a) **ORD. NO. 56-16** - An emergency ordinance authorizing the Acting City Manager to enter into a purchase and sale agreement with Sanctuary Health, LLC for the sale of municipal real property - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Chief DeForest*)
- (b) **ORD. NO. 57-16** - An emergency ordinance to approve the editing and inclusion of certain ordinances as components of the Codified Ordinances; to provide for the adoption of new legislation in the updated revised Codified Ordinances; and to repeal ordinances in conflict therewith - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Barb Ortiz*)
- (c) **RES. NO. 59-16** - An emergency resolution authorizing the Acting City Manager to enter into an agreement with Mr. Excavator, Inc. for the construction of the Bruce Drive Stormwater Improvement Project in an amount not to exceed \$25,870.00 - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Matt Jones*)

- (d) **RES. NO. 60-16** - An emergency resolution authorizing the Medina County Department of Planning Services to award a contract to Set in Stone Contracting, LLC, the lowest and best bidder, to construct the Judita Drive Reconstruction Project, Phase 2, in an amount not to exceed \$79,470.00 to be funded as provided herein - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Matt Jones*)
- (e) **RES. NO. 61-16** - An emergency resolution of intent to appropriate two (2) non-exclusive, perpetual emergency access easements consisting of approximately 0.53 and 0.28 acres from and through portions of property owned by HD Development of Maryland, Inc. identified as PPN 003-18D-04-008 to provide emergency access for the first responders to property owned by the City of Brunswick (PPN 003-18D-04-024) - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Ken Fisher*)

4. General Discussion

5. Executive Session

- (a) Motion to go into Executive Session for the purpose to discuss the appointment, employment, dismissal, discipline, demotion or compensation of a public employee, and purchase/sale of property.

6. Adjournment

Medina County Solid Waste Management District
Past - Present – Future Open Market Summary

Description	Past (2014)	Present	Future Open Market
Gate Rate at CPF* *Includes OEPA Fee of \$4.75/ton	\$61/ton* Mixed Waste Processing Transfer Station & Disposal Yard Waste Drop-Off District Programming	\$42/ton* Countywide Single Stream Recycling Drop-Offs Transfer Station & Disposal Yard Waste Drop-Off District Programming	\$33-45/ton** Transfer Station & Disposal
New Generation Fee	N/A \$0/ton	N/A \$0/ton	\$5-7/ton** Countywide Single Stream Recycling Drop-Offs Yard Waste Drop-Off District Programming
Mixed Waste Processing	Yes	Idled Per Budget B	Complimentary Reduction Activity
MCSWD Transfer Station Operates	Yes	Yes	Yes
Private Transfer Stations/Landfills Available for Use	N/A	N/A	Yes \$20-45/ton**
State Recycling Goal Attainment: Access Goal	Mixed Waste Processing	Countywide Single Stream Recycling Drop-off Sites	Countywide Single Stream Recycling Drop-off Sites
Public Flow Control of Trash	Yes	Yes	No
Flow Control Yard Waste	Yes	No	No
Community Provided Curbside Recycling	No	If Desired by Community	If Desired by Community
Resident Subscribed Curbside Recycling In Townships and Villages Where Applicable	No	If Desired by Resident	If Desired by Resident
Privately Funded Mixed Waste Processing or Other Technology as a Complimentary Reduction Activity	No	No	Yes
District Provided Matching Ohio EPA Grant Funds for Curbside Recycling Programs	No	No	Possible if Policy Committee Includes in Plan
Competition – Less Cost	No	Better	Best
Total Control of City, Village or Township Developed Complimentary Recycling/Diversion Programming (singularly or as a consortium)	No	Yes	Yes
Total Control of City, Village or Township Disposal Program (singularly or as a consortium)	No	No	Yes

**Medina County Solid Waste Management District
MC-18 Workgroup Vote for Solid Waste Planning Road Map**

Activity Description	<u>"NO" Vote</u> Existing Plan Remains	<u>"YES" Vote</u> Open Market Solid Waste Model Triggers Early Plan Update
Public Flow Control of Trash	Yes	No
Flow Control of Source Separated Recyclables (HB 64)	Prohibited	Prohibited
Flow Control of Yard Waste	Discontinued	Discontinued
State Recycling Goal Attainment: Access Goal/Demonstration	Countywide Single Stream Recycling Drop-off Sites	Countywide Single Stream Recycling Drop-off Sites
Solid Waste District Operates Transfer Station	Yes (~130,000 tons)	Yes (~50,000 tons)**
Gate Rate at CPF Includes *Includes OEPA Fee of \$4.75/ton	Countywide S. S. Recycling Drop-Offs Transfer Station & Disposal Yard Waste Drop-Off District Programming \$42/ton Current	Transfer Station & Disposal \$33-45/ton**
Generation Fee: District Funding Mechanism	No	Yes
Generation Fee to Include	N/A	Countywide S. S. Recycling Drop-Offs Yard Waste Drop-Off District Programming \$5-7/ton **
Private Transfer Stations/Landfills Available for Use	No, Unless Waste Waived	Yes
Community Provided Curbside Recycling	If Desired by Community	If Desired by Community
Resident Subscribed Curbside Recycling In Townships and Villages Where Applicable	If Desired by Resident	If Desired by Resident
Total Control of City, Village or Township Developed Complimentary Recycling/Diversion Programming (singularly or as a consortium)	Yes	Yes
Total Control of City, Village or Township Disposal Program (singularly or as a consortium)	No	Yes

** Projected

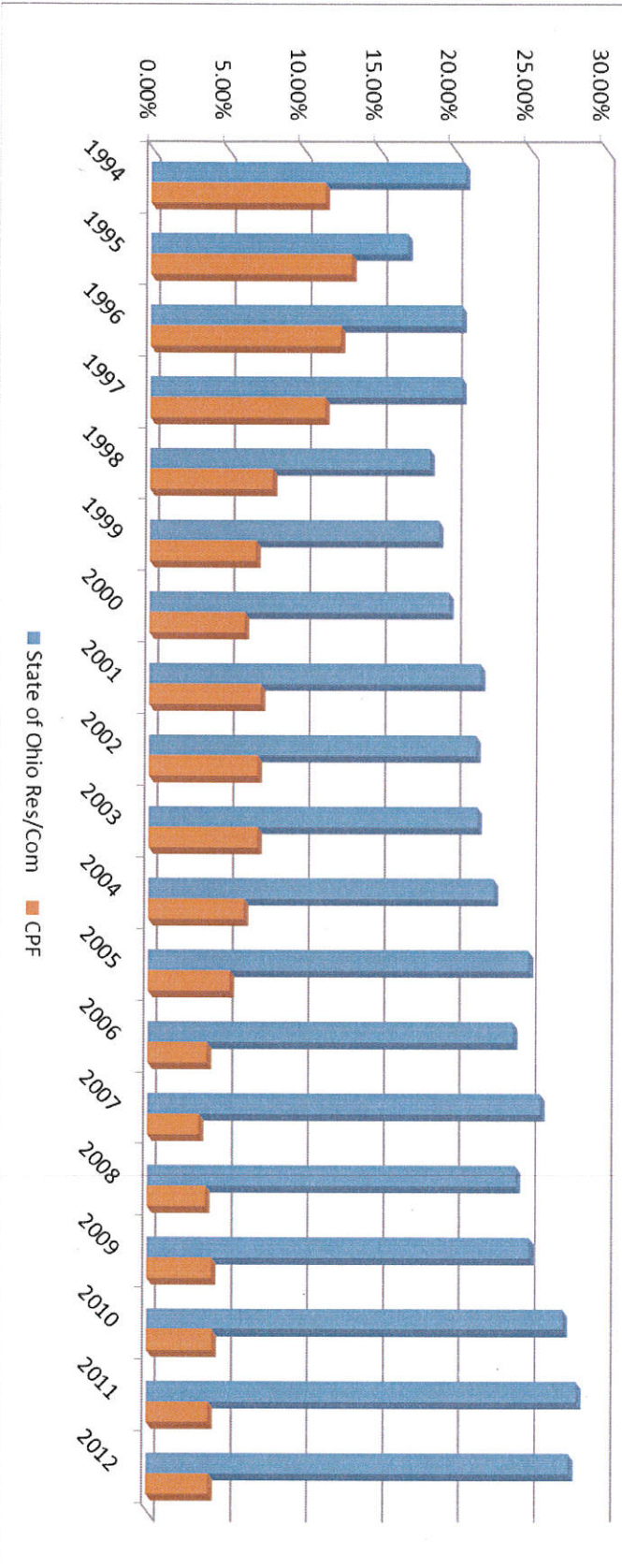
- Figures and programming items presented in the "Yes" column are projected and are to be vetted out along with the funding mechanisms and fees during the planning activities in the writing of the new Plan.

Projected

- Figures and programming items presented in the "Future Open Market" column are projected and are to be vetted out along with the funding mechanisms and fees during the planning activities in the writing of the new Plan.
- The District has decreased the CPF gate rate by 45% which has saved Medina County residents and businesses collectively \$2,470,000 annually. The District has reduced expenses by 41% or \$2,429,057.18 annually.
- The District has nearly matched the amount of recyclables extracted by mixed waste processing with the community drop-off program for a cost of \$2.4 million less.
- The District projects that it will exceed the mixed waste processing recyclables extraction tonnage with the drop-off program within the first two years of the program, exclusive of curbside and business recycling.
- Open Market Recycling/Diversion Examples: curbside recycling program; drop-off program; yard waste program; food waste; HHW; mixed waste processing; utilize vacant industrial site for community-operated recycling/processing center; encourage private development of vacant locations for manufacturing facilities of recycled-content products; solicit local entities for matching grant funds for equipment and programming; negotiate programming capital investment payback with revenue sharing with local recycling brokers.

****Source Separation vs Mixed Waste Processing Comparison**

**1994-2012
State of Ohio (Source Separation) VS
CPF (Mixed Waste Processing) Recycling Rate**



- The District has decreased the CPF gate rate by 45% which has saved Medina County residents and businesses collectively \$2,470,000 annually. The District has reduced expenses by 41% or \$2,429,057.18 annually.
- The District has nearly matched the amount of recyclables extracted by mixed waste processing with the community drop-off program for a cost of \$2.4 million less.
- The District projects that it will exceed the mixed waste processing recyclables extraction tonnage with the drop-off program within the first two years of the program, exclusive of curbside and business recycling.
- Open Market Recycling/Diversion Examples: curbside recycling program; drop-off program; yard waste program; food waste; HHW; mixed waste processing; utilize vacant industrial site for community-operated recycling/processing center; encourage private development of vacant locations for manufacturing facilities of recycled-content products; solicit local entities for matching grant funds for equipment and programming; negotiate programming capital investment payback with revenue sharing with local recycling brokers.

THE CITY OF BRUNSWICK

PROPOSED MOTION



DATE: 09/12/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, Acting City Manager

COPY: Mayor Ron Falconi

MOTION: Motion to allow the City Manager to enter into an 3 year agreement with the Medina County Board of Developmental Disabilities to operate the "Snack Shack" at the Brunswick Community Recreation and Fitness Center.

BACKGROUND: We have had a partnership with the Medina County Board of Developmental Disabilities (MCDD) for 4 years. The contract allows the MCDD to operate the concession stand as the "Snack Shack". This allows students in the program to learn food prep and cash register skills to hopefully help them find a position for outside work. Our current contract will be expiring on December 2nd, 2016. We would like to enter into a 3 year contract that would expire December 31, 2019.

PURPOSE AND EXPLANATION:

IMPLEMENTATION SCHEDULE:

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: There are no financial dollars spent within the agreement to operate the "Snack Shack".

RECOMMENDED ACTION:

ADDITIONAL INFORMATION:

THE CITY OF BRUNSWICK

PROPOSED MOTION



DATE: 09/12/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, Acting City Manager

COPY: Mayor Ron Falconi

MOTION: A motion to allow the Administration to go out to bid for office supplies.

BACKGROUND: Our current office supply contract will be expiring effective December 31, 2016.

**PURPOSE AND
EXPLANATION:**

**IMPLEMENTATION
SCHEDULE:**

**FINANCIAL
INFORMATION:**

**FINANCIAL
SUMMARY:**

Each Department has a budget adopted by Council, which includes office supplies. All Departments must adhere to the budgets as established and adopted by Council pursuant to the Section 5705 of the Ohio Revised Code. This bid would lock in pricing for office supply items,

**RECOMMENDED
ACTION:**

**ADDITIONAL
INFORMATION:**

THE CITY OF BRUNSWICK
PROPOSED MOTION



DATE: 09/12/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, Acting City Manager
Paul Barnett

COPY: Mayor Ron Falconi

MOTION: Motion authorizing the Acting City Manager to advertise for public bids for fuel stations upgrades.

BACKGROUND: There are two fuel sites in Brunswick that are in poor condition. The concrete over the underground tanks have severed their useful life and are in need of replacement. At one location the area is barricaded off and unsafe for vehicular traffic. The shells of the pumps are deteriorated and are exposing the interior mechanisms to weather.

PURPOSE AND EXPLANATION: The proposed project will seek to replace concrete and manholes over the existing underground fuel tanks along with replacing the shells of the pumps and control panels on West 130th Street and Center Road fuel sites.

IMPLEMENTATION SCHEDULE: Should authorization to bid be secured at the September 12, 2016 Committee of the Whole Meeting, the project will be advertised and bid with construction anticipated to begin on or about October 10, 2016.

FINANCIAL INFORMATION: Fuel Station Upgrades - 10/10/2016 - Capital Improvement Fund #300 - 300-0522-56250 - Capital Improvement Fund #300 -- Account #300-0522-56250 - 77000

FINANCIAL SUMMARY: The project is budgeted within the Capital Improvement Fund #300. The amount budgeted is not to exceed \$77,000 and was included on Exhibit B of the proposed budget amendments to Council back in May of 2016.

Preliminary cost estimate for project = \$77,000.00.

RECOMMENDED ACTION: Passage of a motion which authorizes the City Manager to advertise for and seek public bids for the upgrades to fuel stations.

ADDITIONAL INFORMATION:



Memo

To: Council Members
From: Barbara J. Ortiz, CMC, Clerk of Council
Date: 9/8/2016
Re: Council's 2017 Proposed Budget

Council's 2017 proposed budget is attached for Council's approval at the September 12, 2016 Committee-of-the-Whole meeting.

Codification was dropped back to \$8,000.00, as it was increased in 2016 to accommodate the codification of the Charter Amendments. Everything else remains the same as it has been for many years.

The amount of \$300 was added to the Five Year Capital Program for 2017 to include two additional monitors to help stay logged onto the new BoardSync Software. Otherwise the Clerk and Assistant Clerk have to constantly be logging in and out of the program with one monitor.

MAYOR
RON FALCONI

CITY OF BRUNSWICK

City Council's Budget Narrative 2017 Operating Budget

ACTING CITY MANAGER
CARL S. DEFOREST

COUNCIL
MICHAEL J. ABELLA, JR
ANTHONY P. CAPRETTA
NICHOLAS HANEK
PATRICIA HANEK
ALEX V. JOHNSON
BRIAN K. OUSLEY
JOSEPH SALZGEBER

Council Responsibilities

Brunswick City Council is the legislative and representative branch of the City elected by the voters of Brunswick. All legislative powers of the City are vested in the Council except as otherwise provided by law or the Charter. Council provides and exercises the performance of all duties and obligations imposed on the City by law. Council appoints a City Manager who executes the laws and administers the government of the City. Council appoints a Clerk of Council to give notice of Council Meetings to its members and the public, create and maintain the records of its proceedings and perform such duties assigned by Charter and/or the Council.

Budget Highlights:

Council employs a full-time Council Clerk and a Part-Time Assistant Clerk at 25 hours per week.

Associations, Conferences & Training costs have been controlled and held to a minimum for the past several years. The Clerk applies for scholarships for the Master Municipal Clerks Academy, when available, to save money and has done so for several years. This line item also covers various membership fees, an occasional required workshops and the goal setting facilitator.

Incidental line item covers plaques, business cards, name plates, name badges, keys, banners, miscellaneous mileage, or special occasion refreshments (i.e. oath of offices). Office Supplies covers paper, copier staples, record books, calendars, batteries, disks, and miscellaneous supplies. Postage covers all postage and Council's share of maintenance on the postage machine.



4095 CENTER ROAD - BRUNSWICK, OHIO 44212

CITY HALL PHONE: (330) 225-9144 - FAX: (330) 273-8023 - POLICE & FIRE PHONE: (330) 225-9111 - FAX: (330) 225-6002
<http://www.brunswick.oh.us>

City of Brunswick, Ohio
Five Year Capital Purchase Plan
Sub Fund - 901 Council

9/2/2016

	2017	2018	2019	2020	2021
Est Beginning Balance	\$ 10,522.69	\$ 10,222.69	\$ 8,422.69	\$ 8,422.69	\$ 8,422.69
Add: Set-Asides	-	-	-	-	-
Less: Capital Purchases	300.00	1,800.00	-	-	-
Est Ending Balance	\$ 10,222.69	\$ 8,422.69	\$ 8,422.69	\$ 8,422.69	\$ 8,422.69

Capital Purchase Plan Description	2017 Amount	2018 Amount	2019 Amount	2020 Amount	2021 Amount
Computer and Related Equipment:					
2 Computer Replacements**		1,200.00			
Lap-Top Computers (Council)					
2 Additional Monitors *	300.00				
Other:					
Digital Recording Equipment***		\$600			

City of Brunswick, Ohio
Departmental Budget Worksheet
For the Budget Year Ending, December 31, 2016

Fund: General Fund
Department: City Council
Fund Number: 001-0100

Line Item Account Number	Classification / Account Title	2007	2012	Actuals 2013	2014	2015
<i>Personal Services</i>						
001-0100-51022	Council Members	\$ 72,288.72	\$ 83,737.61	\$ 85,205.47	\$ 86,490.85	\$ 87,207.71
001-0100-51180	Council Clerk	51,642.47	56,358.40	57,481.44	58,944.91	60,373.17
001-0100-51182	Council Clerk PT	21,776.94	16,959.73	19,599.23	21,029.97	21,594.46
<i>Total Personal Services</i>		\$ 145,708.13	\$ 157,055.74	\$ 162,286.14	\$ 166,465.73	\$ 169,175.34
<i>Fringe Benefits</i>						
001-0100-52002	Longevity	1,005.20	2,084.48	2,265.76	2,447.00	2,537.64
001-0100-52222	Deferred Compensation	2,583.33	2,817.86	2,874.04	2,947.10	3,020.94
001-0100-52223	PERS	26,058.55	29,278.65	29,378.20	30,752.80	31,307.85
001-0100-52225	No Medical Coverage	-	-	-	-	-
001-0100-52226	Meditax	2,142.21	2,295.04	2,330.65	2,423.27	2,435.86
001-0100-52228	Sick Buy Back	1,498.44	1,326.05	1,226.94	1,368.98	-
001-0100-52231	Wellness	-	-	-	-	226.58
001-0100-52274	Workers Compensation	8,869.93	3,913.73	1,526.20	985.42	3,193.75
001-0100-52275	Hospitalization	14,096.88	15,840.92	15,895.68	17,559.86	18,645.68
001-0100-53258	Association, Conference & Training	8,062.14	1,043.00	997.50	725.53	507.63
<i>Total Fringe Benefits & Training</i>		\$ 64,316.58	\$ 58,599.73	\$ 56,494.97	\$ 59,209.96	\$ 61,875.93
<i>Purchased Services</i>						
001-0100-54246	Postage	400.37	334.80	214.43	148.85	65.42
001-0100-54253	Equipment Service Contract	1,510.46	-	-	-	-
001-0100-54272	Insurance	1,712.69	2,633.24	2,854.57	2,933.53	2,725.17
001-0100-54279	Codification	7,634.29	6,660.59	6,066.30	4,324.81	5,512.83
<i>Total Purchased Services</i>		\$ 11,257.81	\$ 9,628.63	\$ 9,135.30	\$ 7,407.19	\$ 8,303.42
<i>Office Supplies & Materials</i>						
001-0100-55239	Incidentals	434.18	467.29	163.73	341.35	123.90
001-0100-55242	Office Supplies	629.97	418.83	488.99	227.34	620.53
<i>Total Office Supplies & Materials</i>		\$ 1,064.15	\$ 886.12	\$ 652.72	\$ 568.69	\$ 744.43
<i>Transfers Out</i>						
001-0100-99999	Transfer Out : Five-Year Capital Plan	-	2,500.00	3,750.00	1,200.00	4,500.00
<i>Total Transfers Out</i>		\$ -	\$ 2,500.00	\$ 3,750.00	\$ 1,200.00	\$ 4,500.00
<i>Total Operation Appropriations</i>		\$ 222,346.77	\$ 228,670.22	\$ 232,319.13	\$ 234,851.57	\$ 244,599.12
<i>Five Year Capital Plan Expenditures</i>						
901-0100-56252	Capital Outlay	3,759.55	399.90	-	1,924.24	-
<i>Total Capital Equipment</i>		\$ 3,759.55	\$ 399.90	\$ -	\$ 1,924.24	\$ -
GRAND TOTAL OF EXPENDITURES		\$ 226,106.32	\$ 229,070.12	\$ 232,319.13	\$ 236,775.81	\$ 244,599.12

Footnote:

City of Brunswick, Ohio
 Departmental Budget Worksheet
 For the Budget Year Ending, December 31, 2016

Fund: General Fund
Department: City Council
Fund Number: 001-0100

Line Item Account Number	Classification / Account Title	2016		2017	
		Original Budget	Current Budget	Departmental Request	City Manager Recommendation
Personal Services					
001-0100-51022	Council Members	\$ 90,039.00	\$ 90,039.00	\$ -	\$ -
001-0100-51180	Council Clerk	61,476.00	61,476.00	-	-
001-0100-51182	Council Clerk PT (25 Hrs per week)	22,838.00	22,838.00	-	-
Total Personal Services		\$ 174,353.00	\$ 174,353.00	\$ -	\$ -
Fringe Benefits					
001-0100-52002	Longevity	2,629.00	2,629.00	-	\$ -
001-0100-52222	Deferred Compensation	3,074.00	3,074.00	-	\$ -
001-0100-52223	PERS	32,061.00	32,061.00	-	\$ -
001-0100-52225	No Medical Coverage	-	-	-	\$ -
001-0100-52226	Meditax	2,576.00	2,576.00	-	\$ -
001-0100-52228	Sick Buy Back	331.00	-	-	\$ -
001-0100-52231	Wellness	227.00	227.00	-	\$ -
001-0100-52274	Workers Compensation	7,268.00	7,268.00	-	\$ -
001-0100-52275	Hospitalization	21,448.00	20,268.00	-	\$ -
001-0100-53258	Association, Conference & Training	3,500.00	3,500.00	-	\$ -
Total Fringe Benefits & Training		\$ 73,114.00	\$ 71,603.00	\$ -	\$ -
Purchased Services					
001-0100-54246	Postage	200.00	200.00	200.00	-
001-0100-54253	Equipment Service Contract	-	-	-	-
001-0100-54272	Insurance	4,000.00	4,000.00	-	-
001-0100-54279	Codification	8,000.00	10,000.00	8,000.00	-
Total Purchased Services		\$ 12,200.00	\$ 14,200.00	\$ -	\$ -
Office Supplies & Materials					
001-0100-55239	Incidentals	300.00	300.00	300.00	-
001-0100-55242	Office Supplies	850.00	850.00	850.00	-
Total Office Supplies & Materials		\$ 1,150.00	\$ 1,150.00	\$ 1,150.00	\$ -
Transfers Out					
001-0100-99999	Transfer Out : Five-Year Capital Plan	-	-	-	-
Total Transfers Out		\$ -	\$ -	\$ -	\$ -
Total Operation Appropriations		\$ 260,817.00	\$ 261,306.00	\$ -	\$ -
		2016		2017	
		Capital Plan Budget vs. Actual		Capital Request	Capital Recom.
Five Year Capital Plan Expenditures					
901-0100-56252	Capital Outlay	600.00	600.00	-	-
Total Capital Equipment		\$ 600.00	\$ 600.00	\$ -	\$ -
GRAND TOTAL OF EXPENDITURES		\$ 261,417.00	\$ 261,906.00	\$ -	\$ -

Footnote:

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 56-16

BY: Committee-of-the-Whole

AN EMERGENCY ORDINANCE AUTHORIZING THE ACTING CITY
MANAGER TO ENTER INTO A PURCHASE AND SALE AGREEMENT
WITH SANCTUARY HEALTH, LLC FOR THE SALE OF MUNICIPAL REAL
PROPERTY.

WHEREAS: Pursuant to a Request for Proposal authorized by this Council by motion, the City of Brunswick received one (1) proposal for the purchase of municipal real property not needed for any municipal purpose known as being the rear portion of PPN 003-18B-30-123 (the "Property"), in accordance with public bidding and advertising requirements; and

WHEREAS: One (1) proposal was received from Sanctuary Health, LLC and opened on August 18, 2016, with Sanctuary Health, LLC determined to be the highest and best bidder with a proposed purchase price of \$162,000.00.

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

SECTION 1: That the Acting City Manager, with the approval of the Law Director, is hereby authorized and directed to enter into a Purchase and Sale Agreement with Sanctuary Health, LLC, the highest and best bidder.

SECTION 2: That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, welfare and safety of the City and for the additional reason to allow for the immediate execution of the subject Purchase and Sale Agreement. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes.

PASSED: 1st Reading _____

RULES SUSPENDED: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Barb Ortiz

CITY OF BRUNSWICK

ORDINANCE NUMBER 57-16

By Committee of the Whole

AN EMERGENCY ORDINANCE TO APPROVE THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS COMPONENTS OF THE CODIFIED ORDINANCES; TO PROVIDE FOR THE ADOPTION OF NEW LEGISLATION IN THE UPDATED REVISED CODIFIED ORDINANCES; AND TO REPEAL ORDINANCES IN CONFLICT THEREWITH.

WHEREAS: Section 3.18b. of the City Charter provides for the general codification of all City ordinances and resolutions having the force and effect of law and requires that such codification be kept current; and

WHEREAS: The Walter H. Drane Co. has completed its updating and revision of the Codified Ordinances of the City; and

WHEREAS: Various ordinances of a general and permanent nature that have been enacted by Council since the date of the last updating and revision of the Codified Ordinances need to be include in the Codified Ordinances of the City; and

WHEREAS: Certain changes made in the Codified Ordinances to bring City law into conformity with State law.

THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That the editing, arrangement and numbering or renumbering of the ordinances and parts of ordinances attached hereto as "Exhibit "A" as though fully herein written, are hereby approved as parts of the various component codes of the Codified Ordinances of the City of Brunswick, Ohio, so as to conform to the classification and numbering system of the Codified Ordinances.

SECTION 2: That the sections of the Traffic and General Offenses Codes, as amended and attached hereto as Exhibit "B" as though fully herein written, are hereby approved and adopted as amended or enacted so as to conform to enactments of the Ohio General Assembly.

SECTION 3: That all ordinances and resolutions and parts thereof that are in conflict with any of the provisions of the new matter approved, adopted and listed on Exhibit "A" and in Section 1 are hereby repealed, except as follows:

- (a) The enactment of such matter shall not be construed to affect a right of liability accrued or incurred under any legislative provision prior to the effective date of such enactment, or any action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision or to affect an indictment or prosecution therefor. For such purposes, any such legislative provision shall continue in full force notwithstanding its repeal for the purposes of revision and recodification.
- (b) The repeal provided above shall not affect any legislation enacted subsequent to August 1, 2016.

SECTION 4: That a copy of this ordinance shall be posted in the five public places set forth in Section 222.01 of the Codified Ordinances, together with notice as to where copies of the August 2016 Replacement Pages for the Codified Ordinances of the City, hereby approved, adopted and enacted, may be viewed and inspected by the public. A copy shall also be furnished to City Officers, Medina County Law Library and the Brunswick Public Library.

SECTION 5: That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare and for the additional reason that it is immediately necessary to have an up-to-date codification of the laws of the City, pursuant to Section 3.18b. of the City Charter, that is in conformity with State Law, where such conformity is required by Article XVIII, Section 3, of the Ohio Constitution, with which to administer the affairs of the City and to preserve law and order of the City. Therefore, this Ordinance and the August 2016 Replacement Pages for the Codified Ordinances, hereby approved, adopted and enacted, shall be in full force and effect from and after its passage by the required number of votes, as set forth in Section 3.16 of the City Charter.

PASSED: _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____

Clerk of Council
Barbara J. Ortiz, CMC

EXHIBIT "A"

<u>Ord. No.</u>	<u>Date</u>	<u>C.O. Section</u>
105-15	3-14-16	Ch. 1270 Tables A, B, C
4-16	5-9-16	1278.02
12-16	5-9-16	1278.02
17-16	3-28-16	2016 Replacement Pages
19-16	3-28-16	1442.02(a)

EXHIBIT "B"

Traffic Code

- 436.021 Ohio Driver's License Required for In State Residents. (Added)
- 436.12 Stopping After Accident Upon Streets. (Amended)
- 436.13 Stopping After Accident Upon Property Other Than Street. (Amended)

General Offenses Code

- 612.01 Liquor Control Definitions. (Amended)
- 612.07 Open Container Prohibited. (Amended)
- 618.051 Cruelty to Companion Animals. (Amended)
- 624.03 Drug Abuse; Controlled Substance Possession or Use. (Amended)
- 636.041 Menacing by Stalking. (Amended)
- 636.14 Telecommunications Harassment. (Amended)

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 09/12/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, Acting City Manager
Paul Barnett

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 59-16** - An emergency resolution authorizing the Acting City Manager to enter into an agreement with Mr. Excavator, Inc. for the construction of the Bruce Drive Stormwater Improvement Project in an amount not to exceed \$25,870.00 - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Matt Jones*)

BACKGROUND: Authorization for public bid granted by City Council motion on July 25, 2016.

PURPOSE AND EXPLANATION: The proposed project will facilitate the replacement/upgrade of an inadequately sized storm sewer crossover on Bruce Drive near Magnolia Drive. This project is being funded with stormwater utility fee dollars.

IMPLEMENTATION SCHEDULE: The project is anticipated to commence this fall and will take approximately 30 days to complete, weather permitting.

FINANCIAL INFORMATION: Bruce Drive Stormwater Improvements - 10/01/2016 - Stormwater Funds - 224-0455-56881 - - 25870

FINANCIAL SUMMARY: Stormwater Funds - 224-0455-56881 - \$25,870.00

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?

It is requested that legislation is passed by emergency measure with suspension of the rules for

the immediate preservation of the public peace, property, health, safety, or welfare, and providing for the usual daily operation of a municipality, and for the reason that his project may commence during the 2016 construction season.

**ADDITIONAL
INFORMATION:**

MEMO

Engineering Department



TO: City Council
FROM: Matthew M. Jones, P.E.
DATE: September 7, 2016
RE: Bruce Drive Stormwater Improvements

On September 1, 2016, public bids were opened for the Bruce Drive Stormwater Improvements project. A tabulation of the bid results is attached for your reference. Five companies submitted bids for the project. The low bidder for the project was Mr. Excavator, Inc. with a bid of \$25,870.00. The Engineer's estimate was \$33,000.00. Woodford Excavating, LLC was the second low bidder with a bid of \$30,120.00.

This project will facilitate the complete removal and upgrade / replacement of an inadequately sized storm sewer crossover pipe at 276 Bruce Drive, just south of Magnolia Drive. Also included in the scope of work is replacement of curb inlets, installation of a new catch basin at the upstream end of the crossover, and removal/replacement of concrete pavement above the replaced pipe.

This project is being funded with stormwater utility fee dollars (Ward 3).

CVE staff has contacted a sampling of references provided by Mr. Excavator, Inc. The reference check did not find any reoccurring issues with Mr. Excavator. Two municipalities and a private general contractor were contacted regarding three separate projects, and all classified Mr. Excavator as an above average contractor.

Based upon a review of the bid documents and other references, it is my opinion that Mr. Excavator has the needed experience, personnel and equipment to successfully complete the work as bid and should be considered the lowest and best bidder for this project.

Therefore, I respectfully request that City Council consider emergency legislation to award a contract in the amount of \$25,870.00 to Mr. Excavator, Inc. to complete the Bruce Drive Stormwater Improvements project.

If you have any questions or require any additional information please contact me at your convenience.

Attachments

C: Carl DeForest, Interim City Manager
Paul Barnett, Service Director
Todd Fischer, Finance Director
Ken Fisher, Law Director
Bret Keller, Chagrin Valley Engineering

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 59-16

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION AUTHORIZING THE ACTING CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MR. EXCAVATOR, INC. FOR THE CONSTRUCTION OF THE BRUCE DRIVE STORMWATER IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$25,870.00.

WHEREAS: The City of Brunswick received five (5) bids for the Bruce Drive Stormwater Improvement Project (the "Project") in accordance with public bidding requirements; and

WHEREAS: The five (5) received public bids were opened on September 1, 2016, with Mr. Excavator, Inc. determined to be the lowest and best bidder.

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

SECTION 1: That the Acting City Manager, with the approval of the Law Director, is hereby authorized and directed to enter into an Agreement with Mr. Excavator, Inc. for the construction of the Bruce Drive Stormwater Improvement Project, in an amount not to exceed \$25,870.00.

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 for completion of the Project during the 2016 construction season. 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
Barbara J. Ortiz, CMC

STATE OF OHIO
STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
COMMUNITY DEVELOPMENT PROGRAM
CFDA No. 14.228

GRANT AGREEMENT

RECEIVED

OCT 30 2015

000

F.T.I. Number: 346001851

Grant Number: B-F-15-1BV-1

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Development Services Agency, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and Medina County Commissioners, located at 144 N. Broadway Street, Medina, OH 44256-1974, (the "Grantee"), for the period beginning September 1, 2015 and ending February 28, 2017 (the "Grant Period").

BACKGROUND INFORMATION

A. Pursuant to the provisions of the Housing and Community Development Act of 1974, as amended, (the "Act"), the United States Department of Housing and Urban Development ("HUD") has been authorized by the Congress of the United States to make grants to states for community and economic development and has made available a grant to the State of Ohio through Grantor.

B. Grantor, through its Division of Community Services, has been designated and empowered to receive, administer and disburse block grant funds for community and economic development activities to units of general local government in nonentitlement areas of Ohio, and to provide technical assistance to them in connection with community and economic development programs.

C. Grantee has submitted to Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and Grantor has approved the Project(s).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

STATEMENT OF THE AGREEMENT

1. Award of Grant Funds. Grantor hereby grants funds to Grantee in the amount of \$191,000.00 (the "Grant Funds"), for the sole and express purpose of providing for the performance of the Community Development Program, and undertaking the Project(s) as listed in Attachment A, "Scope of Work," which is attached hereto, made a part hereof, and incorporated herein by reference. The award of the Grant Funds shall be contingent upon the special conditions set forth in Attachment B, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.

2. Scope of Work. Grantee shall undertake the Project(s) as listed in Attachment A and the application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.

3. Use of Grant Funds. The Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in Attachment C, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds shall be remitted to the US Department of Housing and Urban Development (HUD), as specified by Grantor. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.

4. Term. The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period.

5. Payment of Grant Funds. Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a "Request for Payment and Status of Funds Report" as listed in Attachment B, which is attached hereto, made a part hereof and incorporated herein by reference. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement.

6. **Accounting of Grant Funds.** Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account 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. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.

7. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with the Office of Community Development Financial Management Rules and Regulations Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference. The Handbook is available for review at: http://development.ohio.gov/cs/cs_fiscalforms.htm.

8. **Grantee Requirements.** Grantee shall comply with assurances and certifications contained in Attachments D and E, which are attached hereto and made a part hereof.

9. **Records, Access and Maintenance.** Grantee shall establish, and physically control for at least three years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

10. **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 to appropriate state agencies or officials, 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.

11. **Audits.** An audited Grantee shall submit to the Federal Audit Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in C CFR 200 Subpart F – Audit Requirements within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition, Grantees must notify the Grantor when their audit reporting package is submitted to the Federal Audit Clearinghouse. Notification should be sent to singleaudit@development.ohio.gov and must take place within seven (7) days following submission of the reporting package to the Federal Audit Clearinghouse. In lieu of or in addition to the notification, Grantees may electronically submit their single audit report to singleaudit@development.ohio.gov or mail one copy of the single audit report to Special Projects Coordinator, Audit Office, P. O. Box 1001, Columbus, Ohio 43216-1001.

12. **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 Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

13. **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.

14. **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 Attachment A. Grantee shall fully indemnify Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.

15. **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 17. 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.

16. **Certification of Grant Funds.** None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the ORC, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

17. **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.

18. **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 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.

19. **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.

20. **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.

21. **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.

22. **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 conflict of interest laws including, without limitation, ORC Sections 102.01 et seq., 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 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.

23. **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.

24. **Falsification of Information.** Grantee represents and warrants 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 180 days.

25. **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 149.43 and are open to public inspection unless a legal exemption applies.

26. **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 the 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.

1. 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
Attn: Deputy Chief

2. In the case of Grantee, to:

Medina County Commissioners
144 N. Broadway Street
Medina, OH 44256-1974
Attn: Adam Friedrich, President

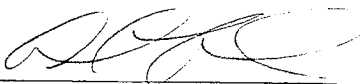
- f. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify 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 and are 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, including, without limitation, any indemnification obligation, 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 Grant 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:

Medina County Commissioners

Adam Friedrich, President

By: 

Printed Name: Adam Friedrich

Title: President, Board of Commissioners

Date: October 27, 2015

GRANTOR:

State of Ohio
Development Services Agency

David Goodman, Director

By: 

Printed Name: Ryan D. Burgess

Title: Assistant Director

Date: 11/11/15

OFFICE OF COMMUNITY DEVELOPMENT

ATTACHMENT A

SCOPE OF WORK AND BUDGET

I. GENERAL DATA

Grantee	Medina County Commissioners	Grant Number	B-F-15-1BV-1
Vendor I.D.No	102404	Total Grant Award	\$ 191,000
		Administrative Agency	Medina County Commissioners
Community CEO	Adam Friedrich	Administrative Contact	Robert Henwood
CEO Title	Board President	Title	Director Of Planning Services
Address	144 N Broadway St Medina, OH 44256	Address	124 W Washington St Medina, OH 44256
Phone Number	(330) 722-9517	Contact Phone Number	(330) 722-9219
Fax Number		Contact Fax Number	
County	Medina	% of Grant for Admin/FH	6.81 %
Field Area / Rep	Timothy Leasure	% of Project \$ - LMI Benefit	79.15 %
		% of Project \$ - Public Serv	14.97 %
Ohio House Dist/Rep	69 - Steve Hambley 70 - David Hall	Senate District	22 - Larry Obhof

II. PROJECT DESCRIPTION

Medina County will complete four projects with its PY 2015 Community Development Allocation Program funds. Project 1: Homer Township - Demolition: The County will demolish five structures located at 10767 Simcox and 12305 Greenwich Roads. Project 2: City of Brunswick - Street Improvements: 250 l.f. of Judita Drive will be reconstructed. Project 3: County-Wide - Public Service: Transit services will be provided to elderly and disabled persons. Project 4: Village of Seville - Parks and Recreation: Cy Hewitt Park: Concrete work (pad and sidewalk, approximately 500 s.f.), and outdoor furniture purchase and install. Leohr Park: Concrete ADA accessible fishing platform installation, concrete work (pads, walkway, approximately 1,040 s.f.), ADA van parking space, and outdoor furniture. Medina County will also complete a standard fair housing program and use funds for general administration.

III. LEVERAGED FUNDS

Provider	Amount	Fund Category	Fund Type	Term	Interest Rate
Brunswick City	\$ 32,500	State and Local Funds	In Kind		
Federal Transit Admin.	\$ 1,935,095	Other Federal	Grant	N/A	N/A
Medina County Transit Contracts/Misc.	\$ 777,055	Other Funds	In Kind		
Medina County Transit Fares/General Fund	\$ 189,443	State and Local Funds	In Kind		
Ohio Dept. of Transportation	\$ 187,009	State and Local Funds	Grant	N/A	N/A
Village of Seville	\$ 850	State and Local Funds	Grant	N/A	N/A
Grant Funds	\$ 191,000				
Total	\$ 3,312,952				

OFFICE OF COMMUNITY DEVELOPMENT

ATTACHMENT A

SCOPE OF WORK AND BUDGET

Grantee Medina County Commissioners

Grant Number B-F-15-1BV-1

IV. AWARDED PROGRAM BUDGET

Project Category / Activity Name	Total Cost	CDBG Allocation	Other Funds Amount - Source
1-Homer Township Demolitions			
1-Demolition / Clearance	\$ 37,100	\$ 37,100	\$ 0
2-Judita Drive Reconstruction Phase 1			
1-Street Improvements	\$ 106,400	\$ 73,900	\$ 32,500 Brunswick City
3-Medina County Public Transit			
1-Public Services	\$ 3,117,202	\$ 28,600	\$ 3,088,602 Multiple Sources
4-Seville Parks ADA Upgrades			
1-Parks & Rec. Facilities	\$ 39,250	\$ 38,400	\$ 850 Village of Seville
5-Admin / Fair Housing / Planning			
1-Fair Housing Program	\$ 3,000	\$ 3,000	\$ 0
2-General Admin	\$ 10,000	\$ 10,000	\$ 0
5-Admin / Fair Housing / Planning Subtotal	\$ 13,000	\$ 13,000	\$ 0
Total Awarded	\$ 3,312,952	\$ 191,000	\$ 3,121,952

V. PROGRAM DATA

Project Name	Beneficiaries	LMI Percent	National Objective
1-Homer Township Demolitions	1,540	44.48 %	Slum & Blight (SBA)
2-Judita Drive Reconstruction Phase 1	237	61.32 %	Area Wide Benefit (LMA)
3-Medina County Public Transit	1,269	100.00 %	Limited Clientele (LMC)
4-Seville Parks ADA Upgrades	220	100.00 %	Limited Clientele (LMC)
Total Beneficiaries	3,266		

VI. SERVICE AREA

Project Name	Census Tract Number / Benefiting Jurisdiction	Block Group Number	Activity Qualified
1-Homer Township Demolitions	Homer Township	ALL	Slum & Blight (SBA)
2-Judita Drive Reconstruction Phase 1	4154.00	3	Census
3-Medina County Public Transit	Medina County	ALL	Limited Clientele (LMC)
4-Seville Parks ADA Upgrades	Seville Village	ALL	Limited Clientele (LMC)

OFFICE OF COMMUNITY DEVELOPMENT

ATTACHMENT A

SCOPE OF WORK AND BUDGET

Grantee Medina County Commissioners

Grant Number B-F-15-1BV-1

VII. PROGRAM OUTCOMES

Project Name/Activity Name	Units	Outcomes
1-Homer Township Demolitions		
1-Demolition / Clearance	5.00	Structures Demolished
2-Judita Drive Reconstruction Phase 1		
1-Street Improvements	250.00	Linear Feet
3-Medina County Public Transit		
1-Public Services	Presumed Class	Severely Disabled Adults
	Narrative	Medina County Public Transit provides fixed-route public transportation services throughout Medina County for the benefit of elderly, disabled, and low/moderate income residents.
4-Seville Parks ADA Upgrades		
1-Parks & Rec. Facilities	Presumed Class	Severely Disabled Adults
	2.00	General Park Improvements
5-Admin / Fair Housing / Planning		
1-Fair Housing Program	1.00	Standard Fair Housing Program

COMMUNITY DEVELOPMENT PROGRAM

ATTACHMENT B

SPECIAL CONDITIONS

1. Grant Execution. This Agreement must be signed by Grantee's authorized official, approved by its governing body, and returned to Grantor within ten working days. Failure to do so may result in the cancellation of this Agreement.
2. Environmental Review Requirements. Grant activities cannot be implemented prior to an Environmental Release of Funds from Grantor. Drawdown requests from Grantee for specific activities under this Agreement will not be processed until Grantee's Environmental Review process has been appropriately completed and accepted by the Grantor.
3. Eligible Costs.
 - a. Expenditures may only be made for those activities contained in Attachment A. In no case may an expenditure be made for an activity considered ineligible under the CDBG regulations or not allowed under the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the OCD website here: http://development.ohio.gov/cs/cs_ocp.htm
 - b. Amendments to Attachment A must be made in accordance with the procedures set in the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the OCD website here: http://development.ohio.gov/cs/cs_ocp.htm
 - c. The costs of preparing the application and environmental review may be incurred before the date of Grant Agreement execution.
4. Fair Housing Requirements. Grantees are required to affirmatively further fair housing and document actions and compliance. Listed below are the specific minimum requirements for Grantees receiving State Community Development Block Grant Program funds.

Grantee shall:

- a. Appoint a local fair housing coordinator, who is an employee of the unit of local government and will generally be accessible Monday through Friday. A consultant or agency may be used to carry out the fair housing requirements with the exception of the local contact responsibilities. The name and contact information of the local fair housing coordinator and consultant/agency, if applicable, must be printed in all fair housing materials and reported to OCD.
- b. Conduct or maintain an Analysis of Impediments to Fair Housing Choice (AI) to determine impediments to fair housing choice. The AI will present a clear analysis of the information collected; outline changes needed to correct or overcome identified impediments; include a specific plan of action; and include a timeline or schedule for the resolution of the identified problems or impediments. Grantee will have an on-going process for identifying fair housing concerns, and for analyzing local efforts to address or mitigate specific issues. At a minimum, the AI will be updated annually.
- c. Establish and implement a process to receive fair housing complaints and forward the complaints to the Ohio Civil Rights Commission, which is charged with investigation and enforcement. Records must describe the type of referral, copies of Housing Discrimination Complaint records (HUD-903 or equivalent), date of the referral, and any follow-up action.
- d. Annually, the Grantee shall conduct training activities and provide educational materials to residents of project/activity areas, or targeted special populations, in which CDBG or HOME Investment Partnerships Program activities are planned to be undertaken. The Grantee shall also provide training and information to at least three additional civic, social groups and/or schools in the community. Records must contain an agenda, sign-in sheet, minutes, a description of the audience, and any follow-up to occur for each training session.
- e. Develop and distribute fair housing information and materials (e.g. brochures, pamphlets, posters, and other informational materials) quarterly throughout the grant period to a minimum of ten public events, agencies or organizations (e.g. county fair, post office, employment services office, etc.). The telephone number (including a telephone number for use by the hearing impaired) of the local fair housing coordinator must be printed on all fair housing materials. The Grantee must maintain a list of distribution locations, dates, and estimated quantities and types of distributed materials. This includes the following:
 - 1) Distribute fair housing information to all housing activity applicants and program participants, including tenant based rental assistance applicants/participants. Outreach materials must include information regarding potentially discriminatory actions associated with lending, insurance, and real estate.

- 2) Provide fair housing and Ohio landlord-tenant law training and/or information to owners of rental properties receiving assistance.
- 3) Homebuyer education or counseling activities must include information regarding potentially discriminatory actions associated with lending, insurance, and real estate.
- f. Submit the Affirmative Fair Housing Marketing (AFHM) plans and affirmative marketing procedures for all CDBG- and HOME-assisted housing sale or rental projects containing five or more units to the OCD Civil Rights Specialist. Grantees developing five or more units for sale or rent must submit an affirmative marketing plan for review.
5. **Program Income.** Any program income resulting from expenditures of CDBG funds must be expended in accordance with the OCD Program Income Policy, incorporated by reference herein.
6. **Project Completion Requirements.** All projects, as identified in Attachment A of this Agreement, must be completed, i.e., work finished, by **December 31, 2016**. Any work not completed by this time may not continue without written approval by Grantor. There must also be a clause in each contract, funded in whole or part with CDBG funds, which stipulates that work be completed no later than **December 31, 2016**.
7. **Drawdown Requests.** All Request for Payment and Status of Funds Reports from Grantee for the Grant Funds under this Agreement must be received by Grantor by **January 31, 2017**.
8. **Closeout Requirements.**
 - a. Final Performance Reports for Grantee's program, as described in Attachment C to this Agreement, must be submitted to Grantor by **February 28, 2017**.
 - b. The Grantee is required to submit photographs of the completed project and a narrative that includes outcomes, beneficiaries, and a summary of the project's impact on the residents served with the Final Performance Report. OCD reserves the right to use these submissions for HUD and ODSA reporting.
 - c. Audit reports must be submitted according to the timeframes and procedures set in Attachment C of this Agreement.
9. **Clearance, Conversion, or Acquisition of Dwelling Units.** Any and all occupied rental units and all vacant occupiable low- and moderate-income units (rental or owner occupied) demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of activities assisted under the CDBG program must be replaced with low- and moderate-income dwelling units, according to procedures established in the community's Anti-Displacement and Relocation Plan.

A low- and moderate-income dwelling unit is defined as a unit with a market rental, including utility costs, that does not exceed the applicable Section 8 Fair Market Rent.

A vacant occupiable dwelling unit is one which meets any of the following criteria:
 - a. A vacant unit that is in standard condition (i.e., meets or exceeds local codes, or where no local code exists, current Residential Rehabilitation Standards (RRS) contained in Part II of the OCD Housing Handbook. The OCD Housing Handbook can be found on the OCD website here: http://development.ohio.gov/cs/cs_affordhousing.htm);
 - b. A vacant dwelling unit that is in substandard condition, but can be classified as "suitable for rehabilitation," as prescribed by Grantor; or
 - c. A vacant dwelling unit in any condition (standard or substandard) that has been occupied (by a person with a legal right to occupy the property) at any time within the period beginning one year before the date of the execution of the agreement with the demolition contractor
10. **Housing Rehabilitation Activities.** Housing rehabilitation activities must be implemented in accordance with the Grantor's Housing Handbook. In addition, Grantee must develop and adopt a local policies and procedures manual. All rehabilitation must meet or exceed the OCD's current Residential Rehabilitation Standards (RRS) contained in Part II of the OCD Housing Handbook. The OCD Housing Handbook can be found on the OCD website here: http://development.ohio.gov/cs/cs_affordhousing.htm.

Emergency home repair activities must meet the definition of "emergency" as included in Grantor's Housing Handbook. Grantee may not classify a repair as an emergency in order to: avoid establishing a local walk away policy; or to complete rehabilitation activities that do not meet the requirements included in the RRS.

1. **Special Condition on Lead Based Paint.** The Special Condition applies only to residential units and/or child occupied facilities that undergo rehabilitation with HUD funds where the HUD rehabilitation assistance does not exceed \$25,000 per unit, and where a lead-safe renovator listed by Ohio Department of Health (ODH) applies interim control measures to identified lead-based paint hazards or any lead-based paint hazards created as a result of the rehabilitation work pursuant to 24 CFR Part 35.930. This Special Condition does not apply to units that are listed as exempt at 24 CFR Part 35.115 or that are within de minimis levels at 24 CFR Part 35.1350. For activities that are covered by this Special Condition, Grantee shall:

- a. Distribute copies of lead-based paint educational brochures and materials prior to performance of any work when required to by 24 CFR 35.130 and get a receipt from the occupant that they have received the pamphlet.
- b. Use only lead-safe renovators who have completed the EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program at a training provider approved by ODH.
- c. Use clearance technicians who are trained by an ODH approved training provider or use a licensed Lead Abatement Inspector or a licensed Lead Abatement Risk Assessor to clear units after rehabilitation.
- d. Maintain a file of information on appropriately qualified personnel (including proof of their qualifications) that are involved in inspecting, rehabilitating, cleaning or examining projects where rehabilitation, remodeling, or paint repair work has been performed on HUD assisted projects funded by Grantee, and furnish such information to Grantor personnel upon request.
- e. Maintain records in respective project files that document the results of any required clearance examination for a minimum of three years after completion of the project and allows Grantor to inspect these records upon request at any time during the three years after completion.
- f. Have a Risk Assessment performed by a licensed Risk Assessor on units prior to rehabilitation, and maintain a copy of the Risk Assessment report in the project file, which file shall be retained by Grantee for a period of three years after completion of the project, and which shall be made available for Grantor inspection upon request at any time during this three year time period.
- g. Have scope of work prepared by persons who have, at a minimum, successfully completed the one-day EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program or the Lead-Based Paint Risk Assessor Training or the Lead-Based Paint Contractor Training provided by a trainer approved and listed by ODH.
- h. Specify in the scope of work for projects involving lead-safe renovation each area that is subject to a clearance examination, and if the area is less than the entire unit, how the area will be appropriately isolated from the rest of the work site.
- i. Include the following provisions in each contract for renovation, rehabilitation, or paint repair in a lead-safe manner that is supported with HUD funds:
 - 1) That the contractor shall make available for inspection by Grantor staff, as well as Grantee's local staff, during normal business hours anytime while the renovation, rehabilitation, or paint repair is going on the entire work site, work specifications, and any documents related to the project.
 - 2) That the contractor will do work in a lead-safe manner in order to protect both workmen and occupants.
 - 3) That the contractor:
 - a) Shall maintain at the work site documentation of certification of all persons working on the project who have successfully completed the EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program (or documentation that such persons are licensed abatement contractors or workers); and
 - b) Shall provide such documentation to Grantor personnel upon request
 - 4) That Grantee will terminate an agreement with any contractor who does not do the renovation, remodeling, or paint repair work in a lead-safe manner consistent with 24 CFR 35.900 to 35.940, and the HUD Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing; and who fails to correct the inconsistent work practices.
 - 5) That Grantee will not pay for renovation, remodeling, or paint repair work done in a non lead-safe manner
 - 6) That each HUD-assisted unit that is subject to lead-safe renovation must pass a clearance examination. Clearance must be achieved using the methods and standards prescribed by O.A.C. 3701-32-12.

- 7) That a laboratory approved by the Director of the Ohio Department of Health shall conduct the analysis of all environmental samples.
- j. In carrying out this Agreement, Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, disability, national origin, ancestry, veteran status, or any other factor specified in section 125.111 of the Revised Code, in the civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.
- k. Grantee will incorporate the foregoing requirements of Section j in all of its contracts for performance of any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
11. Revolving Loan Funds. The grantee must transfer the appropriate Revolving Loan Fund (RLF) funds by resolution to the activities for which matching funds were committed in the Community Development Program application. The grantee is reminded it must follow all applicable CDBG rules and regulations pertaining to the activity for which the RLF funds are approved, including environmental review, procurement, and payment of federal prevailing wage rates. This special condition will serve as OCD's approval of the grantee's waiver request.
12. Universal Identifier and Central Contractor Registration. As a recipient of federal funds, Grantee will be required to maintain an active registration in the federal Central Contractor Registry (CCR) through the System for Award Management (SAM) as required by 2 CFR Part 25. Information on registration is available at www.sam.gov.
13. Special Conditions
- a. Grantees will be required to submit an Environmental Review Certification or Request for Release of Funds (RROF) by **February 15, 2016** for all PY 2015 Community Development Block Grant (CDBG) Community Development Program activities not included in the Environmental Review Documentation and Certification Form for General Administration, Fair Housing, and Planning. Grantees failing to meet the February 15, 2016 deadline will be notified in writing. Failure to meet the February 15, 2016 deadline may reduce the grantee's likelihood of approval of extension or amendment requests for the subject grant agreement. Failure to meet the February 15, 2016 deadline will also affect the grantee's administrative capacity rating, which may impact the grantee's ability to apply successfully for competitive OCD-funded programs.
- b. Any CDBG Critical Infrastructure Program Grant Funds must be expended on a pro-rata basis with other private and public funds committed to this project as described in Attachment A. Grantee must keep on file appropriate documentation of these expenditures to show compliance with this condition.
- c. If the Attachment A includes Critical Infrastructure, Neighborhood Revitalization or Downtown Revitalization Program funds, the Grantee must notify the Grantor of any changes or modifications to the financing package as identified in Attachment A of this Agreement. Modification to the financing structure may affect the grant award to the Grantee.

COMMUNITY DEVELOPMENT PROGRAM

ATTACHMENT C

REQUIRED REPORTS

Grantee shall submit the reports listed below in an adequate and timely fashion. Grantor shall provide a format for these reports and shall instruct Grantee on the proper completion of said reports.

All report forms and requirements listed herein shall be provided by Grantor, but shall not be construed to limit Grantor in making additional and/or further requests, nor in the change or addition of detail to the items listed below:

1. Grantee shall submit to Grantor a Status Report within thirty days of the request by Grantor
2. Grantee shall submit a Final Performance Report at the conclusion of the project(s) which are the subject of this Agreement.
3. Grantee shall comply with the reporting requirements as outlined in 2 CFR 200 and provided in 15-06 - OCD Grant Operations & Financial Management Program Policy Notice. The OCD Program Policy Notices can be found at http://development.ohio.gov/cs/cs_policynotices.htm.
4. Grantee shall retain all records, receipts, etc., for a period of three years after the "Final Closeout" of this Agreement per 2 CFR 200.333. Grantor shall notify Grantee in writing once this Agreement has met the necessary requirements of "Final Closeout."
5. If applicable, Grantee shall submit a Certificate of Completion upon the expenditure of all Grant Funds provided under this Agreement.

COMMUNITY DEVELOPMENT PROGRAM

ATTACHMENT D

GRANTEE ASSURANCES AND CERTIFICATIONS

The following assurances will be contained in this Agreement between the Grantor and Grantee.

Grantee hereby assures and certifies that:

1. It possesses legal authority to apply for and accept the grant, and to execute the proposed program.
2. Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing and acceptance of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. It has facilitated or will facilitate citizen participation by:
 - a. providing adequate notices for two public hearings ten days in advance of the hearing;
 - b. holding two hearings on the proposed application before adoption of a resolution or similar action by the local governing body authorizing the filing of the application. The first hearing must present all eligible Office of Community Development funded programs and allow citizen input, while the second hearing must be held to discuss specific application proposals that the community intends to submit (the community need only hold the first hearing once annually to discuss the current fiscal year eligible Office of Community Development programs);
 - c. providing for citizen participation by holding one public hearing when considering amendments to grants funded through the Office of Community Development; and
 - d. it is following a detailed citizen participation plan which:
 - i. provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which Section 106 funds are proposed to be used, and in the case of a grantee described in section 106(a) of the National Environmental Policy Act of 1969, provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction;
 - ii. provides citizens with reasonable and timely access to local meetings, information, and records relating to Grantee's proposed use of funds, as required by regulations of the Secretary, and relating to the actual funds under this title;
 - iii. provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by Grantee;
 - iv. provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the disabled;
 - v. provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and
 - vi. identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate. This paragraph may not be construed to restrict the responsibility or authority of Grantee for the development and execution of its community development program.
4. Its chief executive officer or other officer of applicant approved by the state:
 - a. consents to assume the status of a responsible Federal Official under the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to 24 CFR 570 and to the Community Development Program; and
 - b. is authorized and consents on behalf of the applicant and himself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his responsibilities as such an official.

5. It will comply with the requirements of 2 CFR 200 as they relate to the application, acceptance, and use of Federal funds under this part.

6. It will comply with:

- a. Section 110 of the Housing and Community Development Act of 1974, as amended, 24 CFR 570.487 and State law and regulations regarding the administration and enforcement of labor standards;
- b. the Provisions of the Davis-Bacon Act (46 U.S.C. 3141-3148) with respect to prevailing wage rates (except for projects for the rehabilitation of residential properties of fewer than <NUMBER OF UNITS> units);
- c. the Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 3701-3708, that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week; and
- d. the Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.

7. It will comply with all requirements imposed by HUD and the State concerning special requirements of law, program requirements, and other administrative requirements, approved in accordance with 2 CFR Part 200.

8. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution

9. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A-117 1-R 1972, subject to the exceptions contained in 41 CFR 101-19.604. The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor

10. It will comply with:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d - 2000d-7), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. These regulations are codified at 24 CFR Part 1

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance will obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

- b. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601), as amended by the Fair Housing Amendments Act of 1988 (Pub. L. 100-430, 102 Stat. 1619) administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services. Implementing regulations appear as 24 CFR Part 100 - 155.
- c. Executive Order 12259, Leadership and Coordination of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968.
- d. Section 109 of the Housing and Community Development Act of 1974 (42 U.S.C. 3535(d) and 42 U.S.C. 5309), as amended, and the regulations issued pursuant thereto (24 CFR Part 6), which provides that no person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this Part.
- e. Executive Order 11063 as amended by Executive Order 12259 to take all action necessary and appropriate to provide equal opportunity and nondiscrimination in the sale, leasing, rental, or other disposition of residential property and related facilities provided in whole or in part by Federal Assistance. Implementing regulations are codified at 24 CFR Part 107

- f. Executive Order 11246, as amended by Executive Orders 11375 and 12086 and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal and Federally assisted construction contracts. Contractors and subcontractors on Federal and federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, promotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
 - g. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), to the end that no otherwise qualified individual with handicaps shall solely by reason of his or her handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the U.S. Department of Housing and Urban Development. Implementing regulations are codified at 24 CFR Part 8 and 9.
 - h. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157; 24 CFR Part 40) requirements for accessibility by physically handicapped persons.
 - i. The Age Discrimination Act of 1975 (42 U.S.C. 6101) that no persons in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities receiving Federal financial assistance. Implementing regulations are codified at 24 CFR Part 146.
11. It will comply with Section III of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Implementing regulations are codified at 24 CFR Part 135.
12. It will:
- a. to the greatest extent practicable under State law, comply with Sections 301 and 302 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and will comply with Sections 303 and 304 of Title III, and implementing instructions of 49 CFR Part 24;
 - b. inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
 - c. adopt, make public and certify that it is following a Residential Anti-displacement and Relocation Assistance Plan as described in 24 CFR Part 42.
13. It will:
- a. comply with Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24 and 24 CFR Part 42;
 - b. provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act, as amended, and implementing instructions of 49 CFR Part 24 and 24 CFR Part 42 to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair and consistent manner that ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex, or source of income;
 - c. assure that within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
 - d. inform affected persons of the relocation assistance, policies and procedures set forth in the regulations of 49 CFR Part 24 and 24 CFR Part 42.
14. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
15. It will comply with the provisions of the Hatch Act, which limits the political activity of employees.
16. It will give the State, HUD and the Comptroller General through any authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.

17. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the State and HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

18. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat. 975, and approved December 31, 1973. Section 102(a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal assistance for construction or acquisition purposes for use in any area that has been identified by the Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

19. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

- a. consulting with State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity; and
- b. complying with all requirements established by the State and HUD to avoid or mitigate adverse effects upon such properties.

20. It will comply with:

- a. the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and 24 CFR Part 58;
- b. Executive Order 11988, Floodplain Management;
- c. Executive Order 11990, Protection of Wetlands;
- d. the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 et seq.);
- e. the Fish and Wildlife Coordination Act of 1958, as amended (16 U.S.C. 661 et seq.);
- f. the Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. 1271);
- g. the Safe Drinking Water Act of 1974, as amended (42 U.S.C. 300(f) et seq.);
- h. Section 401(f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4831(b));
- i. the Clean Air Act of 1970, as amended (42 U.S.C. 7401 et seq.);
- j. the Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. 1251 et seq.);
- k. the Clean Water Act of 1977 (P.L. 95-217); and
- l. the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (43 U.S.C. 6901 et seq.).

21. It will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

22. Its activities concerning lead-based paint will comply with the Lead-Based Paint requirements of 24 CFR Part 35, subparts A, B, J, K and R.

23. It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

24. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following as applicable:

- a. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- c. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- f. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401. "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- g. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- j. See §200.322 Procurement of recovered materials.

COMMUNITY DEVELOPMENT PROGRAM

ATTACHMENT E

LOCAL GOVERNMENT CERTIFICATIONS TO THE STATE

Title I, Section 106 of the Housing and Community Development Act of 1974, as amended, requires that no amount may be distributed by the State under the CDBG Program to any unit of general local government located in a nonentitlement area unless such unit of general local government certifies that:

1. It will minimize the displacement of persons as a result of activities assisted with such amounts.
2. Its program will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20), and that it will affirmatively further fair housing.
3. It is following a detailed citizen participation plan which:
 - a. provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which Section 106 funds are proposed to be used, and in the case of a grantee described in Section 106(a), provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction;
 - b. provides citizens with reasonable and timely access to local meetings, information, and records relating to Grantee's proposed use of the Grant Funds, as required by regulations of the Secretary and relating to the actual funds under this title;
 - c. provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by Grantee;
 - d. provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the disabled;
 - e. provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and
 - f. identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate. This paragraph may not be construed to restrict the responsibility or authority of the grantee for the development and execution of its community development program.
4. It will not attempt to recover any capital costs of public improvements assisted in whole or in part under Section 106 or with amounts resulting from a guarantee under Section 108 by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under Section 106 are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from resources other than under this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income, Grantee certified to the State it lacks sufficient funds received under Section 106 to comply with the requirements of clause (i).
5. In order to receive Title I funds, it will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144 (the 1990 HUD Appropriations Act).
6. The chief executive officer of the unit of general local government certifies, to the best of his or her knowledge and belief, that:
 - a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement;
 - b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- c. grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

REGULAR MEETING – TUESDAY, SEPTEMBER 6, 2016

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Adam Friedrich Timothy C. Smith Patricia G. Geissman

Mr. Smith offered the following resolution and moved the adoption of same, which was duly seconded by Mrs. Geissman.

RESOLUTION NO. 16-0750

**ACCEPTING AND AWARDING BIDS FOR
CITY OF BRUNSWICK STREET IMPROVEMENT PROJECT**

WHEREAS, the Medina County Planning Services Director was authorized to bid for PY 2015 Community Development Block Grant (CDBG)-funded Judita Drive, Phase 1 street improvements in the City of Brunswick on July 26, 2015 by Resolution No. 16-0658, and

WHEREAS, bid specifications were prepared and advertised in a newspaper of general circulation within the County, and

WHEREAS, bids were opened on August 15, 2016 pursuant to law with the following results:

<u>Bidder</u>	<u>Base Bid Amount</u>
Set in Stone Contracting, LLC	\$79,470.00
Konstruktion King	\$87,735.00
Eclipse Co., LLC	\$106,596.19
Fabrizi Trucking & Paving Co., Inc.	\$105,000.00

WHEREAS, bids were referred to the City of Brunswick's Engineer for review and a recommendation for bid award.

NOW, THEREFORE, BE IT RESOLVED that the bids from the above-referenced companies be hereby accepted for the PY 2015 CDBG City of Brunswick Judita Drive, Phase 1 Improvement project.

BE IT FURTHER RESOLVED that, as the lowest and best bidder, the contract for this work be awarded to Set in Stone Contracting, LLC in the total amount of \$79,470.00, and that the Board of County Commissioners hereby authorizes the execution of an agreement for this project.

Voting AYE: Mr. Friedrich, Mr. Smith and Mrs. Geissman

Adopted: September 6, 2016

Prepared by: Planning Services Director

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 60-16

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION AUTHORIZING THE MEDINA COUNTY DEPARTMENT OF PLANNING SERVICES TO AWARD A CONTRACT TO SET IN STONE CONTRACTING, LLC, THE LOWEST AND BEST BIDDER, TO CONSTRUCT THE JUDITA DRIVE RECONSTRUCTIN PROJECT, PHASE 2, IN AN AMOUNT NOT TO EXCEED \$79,470.00 TO BE FUNDED AS PROVIDED HEREIN.

WHEREAS: On May 9, 2016, this Council adopted Resolution No. 33-16 authoring the City Manager and City Engineer to submit a Community Development Block Grant (“CDBG”) Application for the Judita Drive Reconstruction Project, Phase 2 (the “Project”);

WHEREAS: The preliminary estimate of the Project cost was \$105,895.00, which would include approximately \$73,395.00 in CDBG funds relative to the base bid for the Project and \$32,500.00 in City funds for engineering and inspection services related to the Project;

WHEREAS: A total of \$73,900.00 in CDBG funds were awarded for the Project;

WHEREAS: The City has expended the total amount of \$32,500.00 for engineering and inspection fees for the Project;

WHEREAS: Medina County received four (4) base bids to construct the Project in accordance with public bidding requirements;

WHEREAS: The four (4) received public base bids were opened on August 15, 2016, with Set in Stone Contracting, LLC determined to be the lowest and best bidder at \$79,470.00, which base bid exceeds awarded CDBG funds by \$5,570.00; and

WHEREAS: Funding for the Project shall be as follows: (a) CDBG FY 2015 funds to be provided by Medina County in the amount of \$73,900.00; and (b) Road Improvement Funds from the City in an amount not to exceed \$5,570.00.

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

SECTION 1: That the Medina County Department of Planning Services is hereby authorized to award a contract to Set in Stone Contracting, LLC, the lowest and best bidder, to construct the Project in an amount not to exceed \$79,470.00.

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 allow immediate commencement of the Project and ensure completion during the 2016 construction season. 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
Barbara J. Ortiz, CMC

THE CITY OF BRUNSWICK
PROPOSED LEGISLATION



DATE: 09/12/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, Acting City Manager

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 61-16** - An emergency resolution of intent to appropriate two (2) non-exclusive, perpetual emergency access easements consisting of approximately 0.53 and 0.28 acres from and through portions of property owned by HD Development of Maryland, Inc. identified as PPN 003-18D-04-008 to provide emergency access for the first responders to property owned by the City of Brunswick (PPN 003-18D-04-024) - **1st Reading** (To be brought from Committee-of-the-Whole, Administration/Ken Fisher)

BACKGROUND: The City has determined the necessity to obtain two non-exclusive, perpetual emergency access easements consisting of 0.53 and 0.28 acres from and through property owned by HD Development of Maryland, Inc. This is identified as PPN 003-18D-04-008 as shown on the Exhibit.

This will provide emergency access for first responders to property owned by the City of Brunswick.

**PURPOSE AND
EXPLANATION:**

**IMPLEMENTATION
SCHEDULE:**

Adopted on September 12 as an emergency with suspension of the rules.

**FINANCIAL
INFORMATION:**

**FINANCIAL
SUMMARY:**

**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?

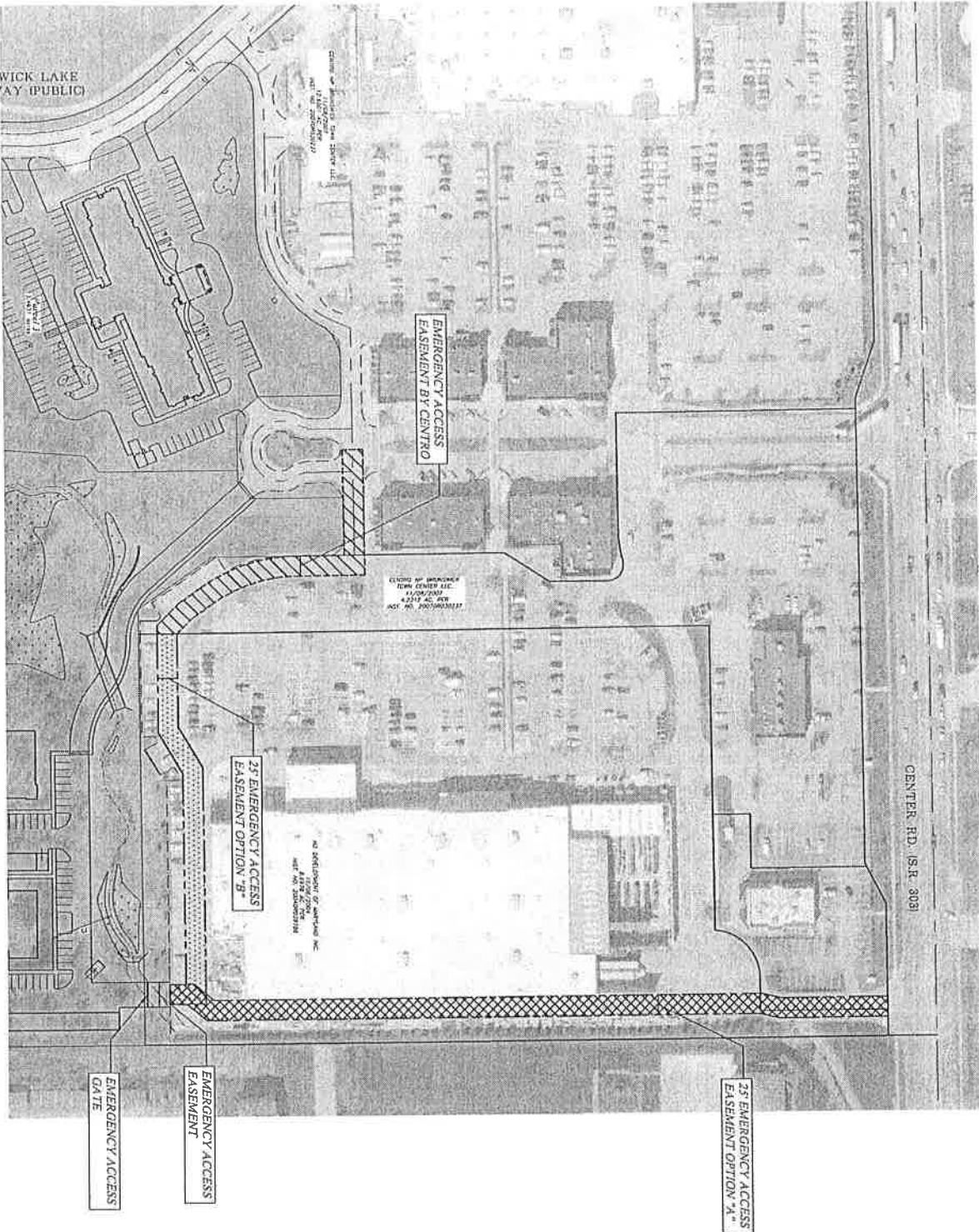
Recommended as an emergency with suspension of the rules to allow the immediate emergency

access for first responders

To be adopted on September 12, 2016.

**ADDITIONAL
INFORMATION:**

BRUNSWICK LAKE
PARKWAY (PUBLIC)



EXHIBIT

"1"

tabbles

BRUNSWICK LAKE PKWY
CITY OF BRUNSWICK, MEDINA CO.
ACCESS EASEMENT EXHIBIT

MCKINLEY DEVELOPMENT CO., LTD.
1201 S. MAIN ST.
NORTH CANTON, OH 44720

GBC DESIGN, INC.
845 White Pond Drive Akron, OH 44320-4133
Phone 330-836-0270 Fax 330-836-4762

REVISIONS

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 61-16

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION OF INTENT TO APPROPRIATE TWO (2) NON-EXCLUSIVE, PERPETUAL EMERGENCY ACCESS EASEMENTS CONSISTING OF APPROXIMATELY 0.53 AND 0.28 ACRES FROM AND THROUGH PORTIONS OF PROPERTY OWNED BY HD DEVELOPMENT OF MARYLAND, INC. IDENTIFIED AS PPN 003-18D-04-008 TO PROVIDE EMERGENCY ACCESS FOR FIRST RESPONDERS TO PROPERTY OWNED BY THE CITY OF BRUNSWICK (PPN 003-18D-04-024).

WHEREAS: The City of Brunswick has determined the necessity to obtain two (2) non-exclusive, perpetual emergency access easements consisting of approximately 0.53 and 0.28 acres from and through portions of property owned by HD Development of Maryland, Inc. identified as PPN 003-18D-04-008, as shown as Options "A" and "B" on Exhibit "1" attached hereto, to provide emergency access for first responders to property owned by the City of Brunswick (PPN 003-18D-04-024).

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

SECTION 1: That pursuant to Ohio law, this Council hereby declares the necessity and intent to appropriate two (2) non-exclusive, perpetual emergency access easements consisting of approximately 0.53 and 0.28 acres from and through portions of property owned by HD Development of Maryland, Inc. identified as PPN 003-18D-04-008, as shown as Options "A" and "B" on Exhibit "1" attached hereto, to provide emergency access for first responders to property owned by the City of Brunswick (PPN 003-18D-04-024).

SECTION 2: That the City Manager is hereby authorized and directed to cause notice of adoption of this Resolution to be given to any owner or person of interest of the above-described property and said notice shall be served upon such person or duly authorized agent by the City Manager, and such service of notice shall be made in the manner provided for service and return of summons in civil actions pursuant to the Ohio Revised Code.

SECTION 3: That this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, welfare and safety of the City and for the additional purpose to allow for immediate emergency access for first responders to property owned by the City of Brunswick. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes.

PASSED: 1st Reading _____

RULES SUSPENDED: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
 Clerk of Council
 Barbara J. Ortiz, CMC