

ORDINANCE NO. 2024 - 016

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SUBMIT THE REQUIRED DOCUMENTATION TO THE PORTAGE COUNTY LAND REVITALIZATION CORPORATION (PCLRC) TO SECURE DEMOLITION FUNDING ASSISTANCE PRIOR TO THE OHIO DEPARTMENT OF DEVELOPMENT (ODOD) PROGRAM SUBMISSION DEADLINE AND ENTER INTO A SUBRECIPIENT AGREEMENT WITH PCLRC; AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio Department of Development (ODOD) recently made available a new grant funding opportunity for Ohio land banks called the Building Demolition and Site Revitalization (BDSR) program; and

WHEREAS, in response to the new funding, PCLRC requested properties that are vacant and blighted that can qualify for demolition assistance; and

WHEREAS, the City of Kent Community Development Department has two (2) vacant and blighted properties that have been condemned and qualify for this program, 331 Elm Street and 266 North Water Street; and

WHEREAS, the City will secure a court order for the purposes of demolition of 331 Elm Street prior to proceeding with any action; and

WHEREAS, the City owns the property at 266 North Water Street and will enter into a Subrecipient Agreement with PCLRC for the demolition of this property.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio:

SECTION 1. the City Manager, or his designee, is authorized to submit the required documentation to the Portage County Land Reutilization Corporation (PCLRC) to secure demolition funding assistance for two (2) vacant and blighted residential properties that have been condemned and qualify for the program and enter into a Subrecipient Agreement with PCLRC, attached hereto and incorporated herein and marked as Exhibit "A".

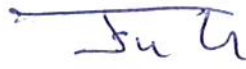
SECTION 2. it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of this City, for which reason and other reasons manifest to this Council, this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: February 21, 2024
Date


EFFECTIVE: February 21, 2024
Date

ATTEST: 
Amy Wilkens, CMC
Clerk of Council


Jerry T. Fiala
Mayor and President of Council

I, AMY WILKENS, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF ORDINANCE No. 2024-016, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON FEBRUARY 21, 2024.

(SEAL)


AMY WILKENS, CMC
CLERK OF COUNCIL

Subrecipient Agreement
Between
Portage County Land Reutilization Corporation
and
City of Kent

THIS AGREEMENT is made effective as of _____ by and between the Portage County Land Reutilization Corporation, ("Lead Entity") and the City of Kent, ("Subrecipient") to undertake demolition projects ("Projects") as defined herein pursuant to the Building Demolition and Site Revitalization Program ("Program") as approved by the Ohio Department of Development ("Development").

WHEREAS, Lead Entity, in conjunction with the Subrecipient, will apply for Program funds from Development; and

WHEREAS, Subrecipient, has completed the "Property Eligibility Review Form", included as **Exhibit A**, and has determined the Project to be eligible under the terms of the Program; and

WHEREAS, Lead Entity and Subrecipient wish to set forth the responsibilities and obligations of each in undertaking activities pursuant to the Program and in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

1. SCOPE OF WORK

- A. **Activities.** Subrecipient has identified eligible Projects within their jurisdiction that are consistent with the provided Program guidelines, Lead Entity application and its adopted Policies and Procedures, as amended, and Agreement between Development and the Lead Entity, incorporated by reference herein. Descriptions of eligible and ineligible costs are included in **Exhibit B**.
- B. **Project.** Demolition funds may be used for the sole and express purpose of undertaking and completing Projects as described and at the locations outlined in the Scope of Work attached hereto as **Exhibit B**.

2. SCOPE OF SERVICES

- A. **General Administration.** Subrecipient will be responsible to provide general administration of the Projects set forth herein in a manner satisfactory to Lead Entity and consistent with the standards set forth in the Agreement between Lead Entity and Development.
- B. **Levels of Accomplishment - Goals and Performance Measures.** Pursuant to the Program guidelines, Subrecipient shall be responsible for ensuring Project progress and reporting such measures as units demolished and waste removal efforts undertaken as specified in the Scope of Work. Subrecipient will provide timely updates on performance and any expected changes or updates resulting from local conditions to the Lead Entity as requested.
- C. **Performance Monitoring.** Lead Entity will monitor the performance of the Subrecipient. Subrecipient shall provide Lead Entity any requested reporting information as required by Development for reimbursement and in the administration and review of the Program. Substandard performance as determined by the Lead Entity will constitute noncompliance with this Agreement. Substandard performance, includes, but is not limited to, failure to complete the scope of work or services in a

quality and professional workmanlike manner, or non-compliance with any applicable local, state, or federal guidelines, the Program guidelines, the Lead Entity application or its adopted Policies and Procedures, as amended, and the Agreement between Development and the Lead Entity. Lead Entity shall notify Subrecipient of substandard performance by written notice of default. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by Lead Entity, contract suspension or termination procedures will be initiated.

3. TIME OF PERFORMANCE

Performance of Projects by the Subrecipient shall start on July 4, 2023 and end on or before May 1, 2025 ("Project Period"). All Projects are to be completed within the Project Period. Any Projects not completed as described may result in the recapture and/or reallocation of Program funds. No extensions will be considered.

4. PAYMENT

Upon successful award to the Lead Entity, Lead Entity shall obligate Program funds for the sole and express purpose of undertaking the Project described herein within the Subrecipient jurisdiction. Any costs incurred by Subrecipient in the performance of its duties under this Agreement for which reimbursement is sought should be submitted to the Lead Entity for review and payment consideration. Program funds shall be used solely for the stated purposes set forth in the Program guidelines and this Agreement, and the expenditures shall be supported by contracts, invoices, vouchers, and other data as appropriate. Any income resulting from the performance of activities under this Agreement shall remain with Lead Entity.

Upon successful completion of all Project activities, a final inspection shall be completed with the Lead Entity and Subrecipient. A 10% retainage may be held by the Lead Entity until final approval is provided by the Subrecipient and Lead Entity.

It is expressly agreed and understood that the total amount to be paid by the Lead Entity for activities taking place within the Subrecipient jurisdiction under this Agreement shall not exceed the maximum amount of the Development grant for the Project.

5. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

SUBRECIPIENT:

Name: Dave Ruller
Title: City Manager
Address: 301 S Depeyster Street
Kent, OH 44240
Telephone: (330) 676-7500
E-mail: dave.ruller@kentohio.gov

LEAD ENTITY:

Name: Dan Morganti
Title: Executive Director
Address: 149 N. Prospect St, Ste 5
Ravenna OH, 44266
Telephone: (330) 839-7199
E-mail: dmorganti@pclandbank.org

6. REPORTING AND COMPLIANCE

- A. Reporting Requirements. Subrecipient shall submit to Lead Entity any information needed to complete reporting as required by Development. Per Program guidelines, the Lead Entity is required by Development to provide quarterly progress reports.
- B. Records. Subrecipient shall maintain all records for activities taking place pursuant to this agreement. Subrecipient shall upon request provide any additional information that may be required to complete reporting as outlined by Development. At the conclusion of the Projects, Subrecipient will transfer copies of all records pertaining to these activities to the Lead Entity.
- C. Inspections. At any time during normal business hours and upon three days prior written notice, as often as Lead Entity may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Subrecipient shall make available to Lead Entity, for examination, any records with respect to matters covered by this Agreement. Subrecipient shall permit Lead Entity to audit, examine, and make copies or transcripts from such records.

7. GENERAL CONDITIONS

- A. Adherence to State and Federal Laws, Regulations
 - (1) General. Subrecipient agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances in the performance of its obligations under this Agreement while Program funds are being expended. Without limiting the generality of such obligation, Subrecipient shall pay or cause to be paid all unemployment compensation, insurance premiums, Workers' Compensation premiums, income tax withholding, Social Security withholding, and any and all other taxes or payroll deductions required for all employees engaged by Subrecipient in connection with the Projects. Subrecipient shall comply with all applicable environmental, zoning, planning and building laws and regulations.
 - (2) Ethics. Subrecipient, by its signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest policies and will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Subrecipient understands that failure to comply with the Ohio ethics and conflict of interest laws is in itself grounds for termination of this Agreement and the grant funding of activities made pursuant to this Agreement.
 - (3) Conflict of Interest. Subrecipient shall immediately disclose in writing to Lead Entity any such person who, prior to or after the execution of this Agreement, acquires personal interest, voluntarily or involuntarily. Subrecipient 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 Lead Entity in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Lead Entity 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.
 - (4) Non-Discrimination. Pursuant to O.R.C. 125.111 and Development's policy, Subrecipient agrees that Subrecipient and any person acting on behalf of Subrecipient shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Subrecipient further agrees that Subrecipient and any person acting on behalf of Sub recipient shall not, in any manner, discriminate against, intimidate, or retaliate against any

employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

- (5) Kickbacks. Subrecipient represents and warrants that Subrecipient has not provided, attempted to provide, offered to provide, solicited, accepted, or attempted to accept any payment back from any contract, or kickback, and Subrecipient covenants and agrees that Subrecipient, its employees and agents shall not provide, attempt to provide, offer to provide, solicit, accept, or attempt to accept any kickbacks during the term of this Agreement. Subrecipient further represents and warrants that it has not knowingly included, directly or indirectly, the amount of any kickback in the estimated cost of any Project nor will knowingly include, directly or indirectly, the amount of any kickback into any request for reimbursement.
- (6) Campaign Contribution Limits. Neither Subrecipient nor any of Subrecipient's partners, officers, directors or shareholders, if any, nor the spouses of any such person, have made contributions in excess of the limitations specified in O.R.C. 3517.13.
- (7) Public Records. Subrecipient acknowledges that this Agreement and other records in the possession or control of Attorney General regarding each Project are public records under O.R.C. and are open to public inspection unless a legal exemption applies.
- (8) Environmental Requirements. Subrecipient agrees to comply with all applicable environmental requirements insofar as they apply to the performance of this Agreement.
- (9) Liability. Subrecipient shall be liable for negligent acts or omissions, or negligent conduct of Subrecipient, its employees, agents or subcontractors, to the extent permitted by law, in connection with the activities of this Agreement. Subrecipient shall pay any judgments and costs arising out of such negligent acts or omissions relevant to the Subrecipient and Lead Entity. Each party agrees to defend itself and themselves and pay any judgments and costs arising out of their own negligent acts or omissions.
- (10) Indemnification. Unless otherwise exempted by law, any Lead Entity and subrecipient shall indemnify and hold harmless the State of Ohio and the Ohio Department of Development, including its agents, officers, and employees against any and all claims, liabilities, and costs for any personal injury or property damage, or other damages that may arise out of or in connection with the Lead Entity's or subrecipient's performance of a contract.
- (11) Source and Availability of Funds. Subrecipient acknowledges that the source of the Program funds is Substitute House Bill 110 the state budget bill for Fiscal Years 2022 and 2023, and O.R.C. 122.6512. Lead Entity shall have no obligation to advance or pay for activities taking place within the Subrecipient jurisdiction with any funds other than the funds Lead Entity receives from Development for the stated purpose of this project.

B. Termination Procedure

- (1) Termination. Lead Entity may immediately terminate this Agreement by giving reasonable written notice of termination to the Subrecipient for any of the following occurrences:
 - (a) Failure of Subrecipient to fulfill in a timely and proper manner any of its obligations under this Agreement.

- (b) Failure of Subrecipient to provide any information required to produce complete and accurate reports.
 - (c) Failure of Subrecipient to use the Program funds for the stated purposes in this Agreement.
 - (d) Use of program funds on any other properties in the Subrecipient jurisdiction without the express written consent of Lead Entity and modification of the original grant agreement with Development.
- (2) Effects of Termination. Within 60 days after termination of this Agreement, Subrecipient shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement. After receiving written notice of termination, Subrecipient shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this paragraph, activities satisfactorily complete within Subrecipient jurisdictions shall be paid prior to the effective date of termination.
- (3) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Subrecipient of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Lead Entity of any of its rights hereunder.

8. MISCELLANEOUS

- A. Entire Agreement. This Agreement and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.
- B. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. The parties shall agree in writing to any amendments or modifications.
- C. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Subrecipient without the prior express written consent of the Lead Entity.

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

Subrecipient:

Lead Entity:

By: _____
Dave Ruller, City Manager

By: _____
Dan Morganti, Executive Director

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Attorney for Subrecipient: _____

Attorney for Lead Entity: _____

Exhibit B

Scope of Work

Scope of Work. Each Project location listed below includes activities including, but not limited to asbestos inspection (and abatement if necessary), demolition of buildings (including waste removal), and general site restoration.

Locations within the Subrecipient jurisdiction where activities up to and including demolition will take place:

- 266 N. Water Street, OH 44240 (Parcel #17-025-30-00-029-000)

Budget

Item	Grant Funds	Match Funds	Project Item Total
Pre-Demolition Costs	\$	\$	\$
Demolition Costs	\$	\$	\$
Required Post-Demolition Costs	\$	\$	\$
Optional Post-Demolition Costs	\$	\$	\$
Project Totals	\$	\$	\$

A full description of eligible activities including, pre-demolition costs, demolition costs, post-demolition costs, and ineligible costs is provided below:

Eligible Pre-Demolition Costs

- Acquisition of real estate (no more than 10% of the total request, not to exceed the county auditor property value)
- Initial property inspections/assessments
- Property security costs/board up
- Grass mowing prior to demolition
- Interior and exterior debris removal and disposal (including illegal dumping, junk vehicles, discarded tires, etc.)
- Environmental assessments
- Contract preparation and review by third parties
- Architectural/engineering fees, including cost estimates, bid specifications, and job progress inspections.
- Bid advertisements for vendors
- Other expenses approved on a case-by-case basis by Development.

Eligible Demolition Costs

- Removal and disposal of asbestos
- Removal and disposal of other hazardous materials
- Demolition of buildings including disposal, backfill, compaction

- Clearance of structures and improvements (trees, shrubs, poles, porch piers, patios, fireplaces, fences, barriers, walls, driveways, aprons, service walks, parking lots, light poles, smokestacks, signage, etc.)
- Removal of underground storage tanks and utility services including electrical transformers
- Removal and/or filling/capping of septic systems and wells
- Removal of additional exterior or interior dumping of debris prior to demolition
- Vehicle towing
- Equipment purchases or rentals, such as safety fencing, erosion control silt socks, portlets, etc.
- Saw-cutting adjacent party walls and parging the wall to remain
- Regulatory permit and inspection fees
- Documented, labor, material, or equipment costs
- Relocation of utility structures above ground
- Other expenses approved on a case-by-case basis by Development

Eligible Post-Demolition Costs (Required for each project)

- Site restoration (grading and seeding)
- Public sidewalk, curb or catch basin repair or, if required by local municipality, installation

Eligible Post-demolition Costs (Optional for each project and capped at \$5,000 per project)

- Greening and improvements (trees, shrubs, flowers, and other landscaping)
- Architectural elements (fencing, signage, benches, and other hardscaping)

Ineligible Costs

- Marketing of project site(s)
- Litigation expenses for legal unrelated to tax foreclosure
- Property taxes
- Property insurance premiums
- Payment of delinquent utility costs
- Post-demo property maintenance including mowing
- Costs incurred prior to the grant period (with the exception of match)