

## ORDINANCE NO. 97-24

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE ASHTABULA COUNTY LAND REUTILIZATION CORPORATION FOR REMOVAL AND/OR DEMOLITION OF UNSAFE, STRUCTURALLY DEFECTIVE, ABANDONED, DESERTED, OR OPEN AND VACANT BUILDINGS, AND DECLARING AN EMERGENCY.

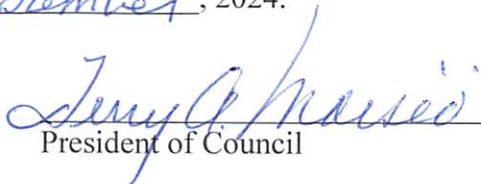
BE IT ORDAINED, by the City of Conneaut, County of Ashtabula and State of Ohio:

**SECTION 1.** That the City Manager is hereby authorized to enter into a Memorandum of Understanding with the Ashtabula County Land Reutilization Corporation for the removal and/or demolition of unsafe, structurally defective, abandoned, deserted, or open and vacant buildings (Attached hereto and marked Exhibit "A").

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

**SECTION 3.** That this Ordinance is declared to be an emergency measure in the interests of public peace, health and safety and to allow demolitions to being as soon as possible and, shall take effect immediately.

Passed this 23<sup>rd</sup> day of September, 2024.

  
President of Council

ATTEST:

  
Clerk of Council

## **MEMORANDUM OF UNDERSTANDING**

THIS AGREEMENT is entered into as of the last date(s) of execution appearing below, by and between the City of Conneaut, Ohio (the "City"), a chartered municipal corporation existing and operating pursuant to the laws of the State of Ohio, with a business address of 294 Main Street, Conneaut, OH 44030, and the Ashtabula County Land Reutilization Corporation (the "Land Bank"), a corporation authorized by the Ohio General Assembly and organized under Ohio Revised Code Chapter 1724, with a business address of 25 West Jefferson Street., Jefferson, OH 44004, 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**, Ohio Revised Code Section 715.261 permits a municipal corporation to enter into an agreement with a county land reutilization corporation organized under Chapter 1724 of the Revised Code in connection with removing, repairing, or securing insecure, unsafe, structurally defective, abandoned, deserted, or open and vacant buildings or other structures, making emergency corrections of hazardous conditions, or abating any nuisance, including high weeds, overgrown brush, and trash and debris from vacant lots;

**WHEREAS**, Land Bank, in conjunction with the City, has applied for and has been awarded funds from Development; and

**WHEREAS**, Land Bank and City 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.* City has identified eligible Projects within their jurisdiction that are consistent with the provided Program guidelines, Land Bank application, and Agreement between Development and the Land Bank, incorporated by reference herein and available at the Land Bank's office. Descriptions of eligible and ineligible costs are included in Exhibit A.

*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 A.

### **II. SCOPE OF SERVICES.**

*A. General Administration.* City will be responsible for providing general administration of the Projects set forth herein in a manner satisfactory to Land Bank and consistent with the standards set forth in the Agreement between Land Bank and Development.

*B. Levels of Accomplishment - Goals and Performance Measures.* Pursuant to the Program guidelines, City 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. City will provide timely updates on performance and any expected changes or updates resulting from local conditions to the Land Bank as requested.

*C. Performance Monitoring.* Land Bank will monitor the performance of the City. City shall provide Land Bank 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 Land Bank will constitute noncompliance with this Agreement. Land Bank shall notify City of substandard performance by written notice of default. If action to correct such substandard performance is not taken by the City within a reasonable period of time after being notified by Land Bank, contract suspension or termination procedures will be initiated.

### **III. TIME OF PERFORMANCE**

Performance of Projects by the City shall start on July 4<sup>th</sup>, 2024 and end on or before June 30<sup>th</sup>, 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.

### **IV. PAYMENT**

Land Bank shall obligate Program funds for the sole and express purpose of undertaking the Projects described herein within the City jurisdiction. Invoices may be submitted monthly if project activities extend for more than one month. A 10% retainage may be held by the Land Bank until final approval is provided by the City and Land Bank. Upon successful completion of all Project activities, a final inspection shall be completed by the Land Bank and City.

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

Payment of Program Funds to vendors on behalf of City by the Land Bank shall be made upon the timely submission of invoices from vendors.

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 Land Bank.

The City shall receive an administrative fee of \$800 per Project. Any additional costs incurred by City in the performance of its duties under this Agreement for which reimbursement/disbursement is sought should be submitted to the Land Bank for review and payment consideration. City agrees to also make no claim to any amount collected by

the Land Bank in accordance with any expenditure by the Land Bank in accordance with this Agreement.

## **V. NOTICES**

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

### CITY

Name: Nick Sanford

Title: City Manager

Telephone: 440-593-7401

E-mail:  
conneautcitymanager@conneautoh.org

### LAND BANK

Name: Alex Iarocci

Title: Executive Director

Telephone: 440-576-1450

E-mail: landbank@ashtabulacounty.us

## **VI. REPORTING AND COMPLIANCE**

*A. Reporting Requirements.* City shall submit to Land Bank any information needed to complete reporting as required by Development. Land Bank will complete all reporting related to activities required as part of this agreement. Per Program guidelines, the Land Bank is required by Development to provide quarterly progress reports.

*B. Records.* Land Bank shall maintain all records for activities taking place pursuant to this agreement. City shall upon request provide any additional information that may be required to complete reporting as outlined by Development.

*C. Inspections.* At any time during normal business hours and upon three days prior written notice, as often as Land Bank may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, City shall make available to Land Bank, for examination, any records with respect to matters covered by this Agreement. City shall permit Land Bank to audit, examine, and make copies or transcripts from such records.

## **VII. GENERAL CONDITIONS**

### *A. Adherence to State and Federal Laws, Regulations*

*(1) General.* City 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, City 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 City in connection with the Projects. City shall comply with all applicable environmental, zoning, planning and building laws and regulations.

*(2) Ethics.* City, 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. City 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.* City shall immediately disclose in writing to Land Bank any such person who, prior to or after the execution of this Agreement, acquires personal interest, voluntarily or involuntarily. City 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 Land Bank in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Land Bank 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, City agrees that City and any person acting on behalf of City 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. City further agrees that City and any person acting on behalf of City 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.* City represents and warrants that City has not provided, attempted to provide, offered to provide, solicited, accepted, or attempted to accept any payment back from any contract, or kickback, and City covenants and agrees that City, 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. City 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 City nor any of City'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.* City 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.149.43 and are open to public inspection unless a legal exemption applies.

*B. Subcontracts.* City shall not subcontract with any entities for the performance of activities related to items pursuant to this contract.

*C. Environmental Requirements.* City agrees to comply with all applicable environmental requirements insofar as they apply to the performance of this Agreement.

*D. Liability.* City shall be liable for negligent acts or omissions, or negligent conduct of City, its employees, agents or subcontractors, to the extent permitted by law, in connection with the activities of this Agreement. Each party 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.

*E. Indemnification.* Unless otherwise exempted by law, any Land Bank and City 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 Land Bank's or City's performance of a contract.

*F. Source and Availability of Funds.* City 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. Land Bank shall have no obligation to advance or pay for activities taking place within the City jurisdiction with any funds other than the funds Land Bank receives from Development for the stated purpose of this project.

*G. Termination Procedure*

(1) Termination. Land Bank may immediately terminate this Agreement by giving reasonable written notice of termination to the City for any of the following occurrences:

- (a) Failure of City to fulfill in a timely and proper manner any of its obligations under this Agreement.
- (b) Failure of City to provide any information required to produce complete and accurate reports.
- (c) Failure of City to use the Program funds for the stated purposes in this Agreement.

- (d) Use of program funds on any other properties in the City jurisdiction without the express written consent of Land Bank and modification of the original grant agreement with Development.
- (2) Effects of Termination. Within 60 days after termination of this Agreement, City shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement. After receiving written notice of termination, City shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this paragraph, activities satisfactorily complete within City 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 City of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Land Bank of any of its rights hereunder.

### **VIII. 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 City without the prior express written consent of the Land Bank.

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

**CITY**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**LAND BANK**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## ATTACHMENT A

### Scope of Work

Scope of Work. Each Project location listed below includes activities including, but not limited to, title search, 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:

- 280 Depot Street
- 167 Evergreen Street
- 295 Depot Street
- 437 Harbor Street
- 420 Buffalo Street

### Budget

Item	Grant Funds	Match Funds	Total
General Administrative Costs	\$4,000	\$0	\$4,000
Pre-Demolition Costs	\$8,750	\$0	\$8,750
Demolition Costs	\$95,000	\$0	\$95,000
Required Post-Demolition Costs	\$7,500	\$0	\$7,500
Optional Post-Demolition Costs	\$0	\$0	\$0
<b>Project Totals</b>	<b>\$115,250</b>	<b>\$0</b>	<b>\$115,250</b>

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

#### **General Administrative Costs (Not to exceed 10% of total grant)**

- General management and oversight of program
- Technical support services
- Contractor pre-qualification
- Spec-writing and bid preparation
- Evaluation and monitoring
- Invoice processing/payment
- Preparation of program disbursement requests

- Report preparation
- Local historic review/assessments (OHPO clearance is not required)
- State audit(s)
- Other expenses approved on a case-by-case basis by Development

#### **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)