

ORDINANCE NO. 03-79 AC CMS

AN ORDINANCE AMENDING ORDINANCE NO. 03-64 AC CMS AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) DOWNTOWN REVITALIZATION PROGRAM FUNDING FROM THE STATE OF OHIO AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That Section 3. of Ordinance No. 03-64 AC CMS is hereby amended to read as follows:

"SECTION 3. That the City of Oberlin acknowledges and agrees that participation in the CDBG Downtown Revitalization Program will require compliance with State guidelines and assurances, and the City hereby commits to provide local share of funding as identified in the Application."

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or 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, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operations of a municipal department, to wit:

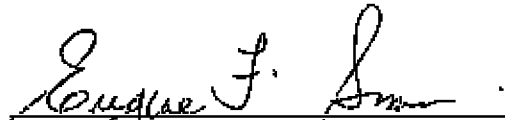
"In order to allow for the timely application for said CDBG Downtown Revitalization Program grant funding in accordance with all applicable procedures"

and shall take effect immediately upon passage.

Page 2 - ORDINANCE NO. 03-79 AC CMS

PASSED: 1st Reading – September 15, 2003 (E)
2nd Reading –
3rd Reading –

ATTEST:


CLERK OF COUNCIL


CHAIR OF COUNCIL

POSTED: September 16, 2003

EFFECTIVE DATE: September 16, 2003



OHIO DEPARTMENT OF DEVELOPMENT

Bob Taft
Governor

Bruce Johnson
Lt. Governor

Original
11/23/05
C.D.B.G.
Application

November 16, 2005

11-21-05 P04:06 IN

TO: Office of Housing and Community Partnerships (OHCP) Administered
Program Grantees

FROM: Patricia Stevens, Fiscal Coordinator, Office of Housing and Community
Partnerships (OHCP)

SUBJECT: Signed Grant Extension(s)

Enclosed please find the signed copy of your grant agreement extension form.

This form completes the extension process and must be affixed to your original grant agreement. The time frames outlined on this extension must be strictly followed. All other conditions of the original grant agreement remain binding.

If you have any questions, please contact your OHCP representative at (614) 466-2285.

/ps
Enclosure

RECEIVED
NOV 04 2005

OHCP

STATE OF OHIO
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
DOWNTOWN REVITALIZATION COMPETITIVE PROGRAM
GRANT AGREEMENT EXTENSION

Extension No. 01

Grant No. A-T-03-160-1

It is hereby mutually agreed that the grant agreement of February 4, 2004, grant number A-T-03-160-1, by and between the state of Ohio, Department of Development and the City of Oberlin be amended to extend the grant period as follows:

Project Completion: December 31, 2005

Payment Requests: January 31, 2006

Final Performance Report: February 28, 2006

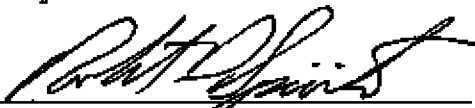
This extension is valid for the following activities:

Entire Grant

It is expressly understood by the parties that all other terms of grant number A-T-03-160-1 shall remain binding on the parties and that no terms of the Agreement, except as heretofore amended and as set forth above, are modified by this grant extension.

In Witness Whereof, the parties hereto have executed this Grant Agreement Extension as of the dates set forth below.

City of Oberlin


Signature

CITY MANAGER
Title

Robert DiSpirito
Printed Name and Title of CEO

10/01/05
Date

State of Ohio

Department of Development


Lt. Governor Bruce Johnson
Director of Development

11/10/05
Date

cc: Lauren Falcone, Poggemeyer Strongsville
Karen Fabiano, OHCP



OHIO DEPARTMENT OF DEVELOPMENT

Bob Taft
Governor

Bruce Johnson
Director

December 12, 2003

For Council's information.
- Rob

Robert DiSpirito, City Manager
City of Oberlin
85 South Main Street
Oberlin, Ohio 44074

Subject: FY 2003 Ohio Small Cities Community Development Block Grant (CDBG)
Comprehensive Downtown Revitalization Program - Tier Two (Building
and Streetscape Revitalization)

Dear Mr. DiSpirito:

The Office of Housing and Community Partnerships (OHCP) is pleased to inform you that the city of Oberlin was awarded an FY '03 Ohio Small Cities Community Development Block Grant (CDBG) Comprehensive Downtown Revitalization Program - Tier Two (Building and Streetscape Revitalization) grant of \$400,000.

The Ohio Department of Development's (ODOD's) Community Development Division received seven downtown revitalization project proposals requesting approximately \$2.6 million. A total of \$2,569,000 was awarded to all seven communities through this program.

Although this grant represents an important part of the city of Oberlin's Downtown Revitalization Program, we also realize that it represents a partnership among businesses, building owners and government. The substantial commitment of private funds by the local business community indicates the importance of the city of Oberlin's downtown as both a focus of the community and a commercial center.

OHCP applauds your efforts to preserve and revitalize one of Ohio's most valuable and irreplaceable resources -- the downtowns of our cities and villages. Congratulations on the approval of your program and our sincere wishes for a successful program year. Susan Miller, Downtown Coordinator, will be contacting you to discuss the details of your award.

Sincerely,


Lisa Patt-McDaniel, Office Chief
Office of Housing and Community Partnerships

LPM/SPM/ps

cc: Geof Comings, Main Street Oberlin, Inc.
Lauren Falcone, Poggemeyer Design Group
Fran Migliorino, Governor's Regional Rep.
Karen Fabiano, OHCP

STATE OF OHIO
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
COMPREHENSIVE DOWNTOWN REVITALIZATION PROGRAM
CFDA No. 14.228

RECEIVED

JAN 26 2004

GRANT AGREEMENT

OHDP

F.T.I. Number: 346002073

Grant Number: A-T-03-160-1

This Grant Agreement (the "Agreement") is made and entered into by and between the State of Ohio, Department of Development, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (hereinafter variously referred to as the "Grantor"), and the City of Oberlin, located at 85 South Main Street, Oberlin, Ohio 44074, (hereinafter variously referred to as the "Grantee"), for the period beginning January 1, 2004 and ending December 31, 2005.

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 the Grantor.

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

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. Grant of Funds. The Grantor hereby grants funds to the Grantee in the amount of **Four Hundred Thousand Dollars and no cents (\$400,000)** (the "Funds"), for the sole and express purpose of providing for the performance of the **CDBG Comprehensive Downtown Revitalization Program**, and shall undertake the Projects as set forth in Attachment A, "Scope of Work", which is attached hereto and made a part hereof. The grant of 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. The Grantee shall undertake the Projects and activities as set forth in Attachment A. The Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to the Grantee concerning the performance of the work described in this Agreement. Within a reasonable period of time, the Grantee shall comply with such instructions and fulfill such requests to the satisfaction of the Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.

3. Use of Funds. The 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 Funds shall be remitted to HUD, as specified by the Grantor. If the Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Funds exceeds the eligible costs of the Projects, the amounts improperly expended or not expended shall be returned to the Grantor within thirty (30) days after the expiration or termination of this Agreement. The Grantee shall not pledge the Funds as security for any loan or debt of any kind other than that described in this Agreement. The 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 as stated in the opening paragraph of this Agreement. The Grantee shall not incur any expenses to be reimbursed with the Funds except during the term of this Agreement.

5. Payment of Funds. Payment to the Grantee of the Funds shall be made upon the timely submission to the Grantor of a "Request for Payment and Status of Funds Report." The Grantor reserves the right to suspend payments should the Grantee fail to provide required reports in a timely and adequate fashion or if the Grantee fails to meet other terms and conditions of this Agreement.

6. Accounting of Funds. The Funds shall be deposited and maintained in a separate account upon the books and records of the Grantee (the "Account"). The 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. Failure to comply with this requirement may allow Grantor to withhold payment allocation requests until such compliance is demonstrated.

7. Reporting Requirements The Grantee shall submit to the Grantor the reports required in Attachment C. The Grantee shall submit to the Grantor a final narrative report detailing the results of the Project and the total expenditure of the Funds. All records of the Grantee shall be maintained in accordance with the Ohio CDBG Small Cities Program Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference.

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

9. Records, Access and Maintenance The Grantee shall establish and maintain for at least four (4) years from the final close out of this Agreement such records as are required by the Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports and all other relevant information. The parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowance's, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the Project, the Grantee shall, at its own cost and expense, segregate all such records related to the Project from its other records of operation.

10. Inspections. At any time during normal business hours upon three (3) days written notice and as often as the Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, the Grantee shall make available to the Grantor, for examination, and to appropriate state agencies or officials, 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 the Grantor to audit, examine and make excerpts or transcripts from such records.

11. Audits. The Funds shall be audited according to the requirements of OMB Circular A-133. In addition, grantees must follow the guidelines provided in the Office of Housing and Community Partnerships (OHCP) Financial Management Rules and Regulations Handbook. All audited Grantees shall submit to the Federal Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in OMB Circular A-133 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period (However, for fiscal years beginning on or before June 30, 1998, the audit, data collection form and reporting package shall be submitted within 13 months after the end of the audit period.) In addition:

- a. If the Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OHCP Financial Management Rules and Regulations, and the audit meets one of the six conditions listed below, a copy of the audit must be submitted to the Grantor Audit Office:
 - i. The opinion on the financial statements is other than unqualified.
 - ii. The report identifies a material instance of noncompliance.
 - iii. The report identifies a reportable condition or material weakness in internal controls.
 - iv. The report contains a schedule of findings and questioned costs applicable to an OHCP-awarded program.
 - v. The report identifies an instance or indicator of an illegal act that could result in criminal prosecution.
 - vi. The report contains an uncorrected significant finding from a prior related audit.
- b. If the Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OHCP Financial Management Rules and Regulations, and the audit does not meet any of the conditions listed above, a "no finding" letter may be submitted instead of the audit to the Grantor Audit Office. (See the OHCP Financial Management Rules and Regulations Handbook.)
- c. The report on compliance within the single audit shall be based on the Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations.
- d. The Grantee shall permit and not constrain the Grantor or its designee, HUD or the U.S. General Accounting Office (GAO) from access to or auditing of records and financial statements as necessary to comply with OMB Circular A-133.

12. Equal Employment Opportunity. The Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or ancestry. The 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, or ancestry. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, or ancestry. The Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work prescribed herein (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 wherein federal funds are used to finance construction work as defined in CFR Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 U.S.C. 276a to 276a-5, 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 projects 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. 327 to 333. 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, Grantee will comply with the provisions of Ohio Revised Code 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 Funds. The Grantee acknowledges that this Agreement involves the use of federal funds and as such, are subject to audit by the agency of the United States Government granting the funds to the Grantor for the purposes of performing the work and activities as set forth in Attachment A. The Grantee shall fully indemnify the Grantor for any cost of the Grantee which are disallowed by said federal agency and which must be refunded thereto by the Grantor.

15. Certification of Funds. None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code, 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.

16. Termination. The Grantor may immediately terminate this agreement by giving reasonable written notice of termination to the Grantee for any of the following occurrences:

- a. Failure of the Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.

- b. Failure of the Grantee to submit reports that are complete and accurate.
- c. Failure of the Grantee to use the Funds for the stated purposes in this Agreement.
- d. Cancellation of the grant of funds from HUD

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

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

19. Conflict of Interest No personnel of the Grantee, any subcontractor of the Grantee, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to the Grantor in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless the Grantor determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

20. Indemnification. To the extent permitted under applicable law, the Grantee agrees to hold the Grantor harmless from any and all liabilities or claims caused by or resulting from Grantee's performance of the obligations or activities in furtherance of the Projects and Scope of Work. The Grantee will reimburse the Grantor for any judgments arising out of Grantee's actions or inaction's, which may be obtained against the Grantor, including, but not limited to, judgments for infringements of patents or copyrights. The Grantee agrees to reimburse the Grantor for all costs incurred by the Grantor in defending against any such claims or legal actions if called upon by the Grantor to do so.

21. Adherence to State and Federal Laws, Regulations. The Grantee agrees to comply with all applicable federal, state, and local laws, regulations, directives, guidelines, approved state plans, or the Handbook in the performance of the Projects and the Scope of Work. Grantee accepts full responsibility for payment of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement. The Grantee accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.

22. Outstanding Liabilities. The Grantee affirmatively covenants 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 moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

23. Falsification of Information. The Grantee affirmatively covenants that it has made no false statements to the Grantor in the process of obtaining this grant of Funds. If the Grantee has knowingly made a false statement to the Grantor to obtain this grant of Funds, the Grantee shall be required to return all Funds immediately pursuant to Ohio Revised Code 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 O.R.C. 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 O.R.C. 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

24. 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. All actions regarding this Agreement shall be formed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.
- c. Entire Agreement. This Agreement and its exhibits 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.
- 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 case of the Grantor, to:

Ohio Department of Development
Office of Housing and Community Partnerships
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001

2. In case of the Grantee, to:

Robert DiSpirito, City Manager
City of Oberlin
85 South Main Street
Oberlin, Ohio 44074

- 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 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. Should the parties consent to modification of the 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 the Grantee without the prior express written consent of the Grantor.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the last day and year set forth below.

GRANTEE

City of Oberlin

By: 

Title CITY MANAGER

Date: 1/21/04

GRANTOR:

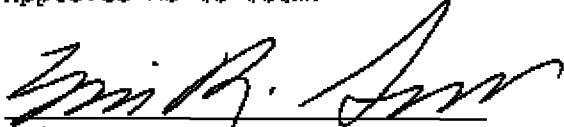
State of Ohio
Department of Development

By: 

Bruce Johnson, Director

Date: 2/4/04

Approved As To Form:


Eric R. Severs, City Solicitor

ATTACHMENT A

PREPARED BY OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS

SCOPE OF SERVICES AND PROGRAM BUDGET

I. GENERAL DATA

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Grantee ..... : OBERLIN
Grant Number   . . . : A-T-03-160-1
Application Number . : 002
Community CEO  . ....: Robert DiSpirito
Title . . . . . : City Manager
Address . . . . . : 85 South Main Street
                  : Oberlin, OH 44074
Phone Number . . . . . : 440-775-1531
Fax Number . . . . . : 440-775-7208

OHCP Field Rep Area . : A - Bill Bope
Ohio House District . : 56 - Joe Kozlura (D)

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CDBG Grant Amount ..... $ 400,000
Federal Tax ID Number.   746002073
Administrative Agency     Main Street Oberlin Inc.
Administrative Contact :   Geof Comings
Title..... - - - - Main Street Manager
Address ..... - - - - 7 W Main Street, Suite 117
                   Oberlin, OH 44074-
Contact Phone Number... 440-774-5252
Contact FAX Number..    440-775-2423
Contact EMAIL Address    oberlinmainst@oberlin.net
County.... - - - - - Lorain
Ohio Senate. . . . . 13 - Jeffry Armbruster (R)

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11. PROGRAM DATA/THRESHOLDS

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Project Target Area. . . Downtown Oberlin
Project Longitude . . . -82.217976
Project Latitude . . . 41.290830
Total Nbr of Buildings . 43
Total # Bldgs Improved. 16
Percent Bldgs Improved. 34.78%
Total Funds Leveraged... $ 1,245,900
% Local Contribution . 42.45%
Leverage Ratio. . . . 3:114 to 1
Percent Administration : 15.00%

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III PROJECT DESCRIPTION

The city of Oberlin will utilize CDBG Downtown program funds to establish a 50-50 grant program for facade & code improvement activities for eligible buildings in the downtown target area. A total of 9 buildings will receive facade improvements & 13 buildings will receive code improvements. In addition, a former auto dealership brownfield site will be demolished. Capital improvements will be made as follows: alley improvements, burying of electrical lines, upgrading of streetlights & signals for crossing & fire.

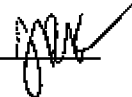
IV PROJECT BUDGET

ACTIVITY NAME	TOTAL COST	CORE FUNDS	OTHER FUNDS	SOURCE OF FUNDS	ACT. PURP.
1. Public Utilities	\$ 489,965	\$ 179,700	\$ 310,265	City	Public Fac.
2. Street Improvements	\$ 97,974	\$ 0	\$ 97,974	City	Public Fac.
3. Clearance Activities	\$ 42,600	\$ 10,000	\$ 32,600	Private	Public Fac.
4. Private Rehabilitation	\$ 819,931	\$ 150,300	\$ 669,631	Private, City	Econ. Dev.
5. General Administration	\$ 195,430	\$ 60,000	\$ 135,430	City MS Oberlin	Admin.
Total Project Budget	\$ 1,645,900	\$ 400,000	\$ 1,245,900		

V. PROJECT OUTCOMES

ACTIVITY NAME	TOTAL BENEFICIARIES	LMI PERCENT	NATIONAL OBJECTIVE	MEASURABLE OUTCOMES OR NARRATIVE
1. Public Utilities	\$ 195.00	40-30 %	Slum/Blight	1.00 Utility Poles/Lines Relocated Upgrade electric svc bury utility lines to West Alley
2. Street Improvements	\$ 155.00	40-30 %	Slum/Blight	2.00 Traffic Control/St. Signs Installed Upgrade traffic signals install ped crossing light
3. Clearance Activities	\$ 195.00	40-30 %	Slum/Blight	1.00 Structures Demolish vacant brownfield - former car dealership
4. Private Rehabilitation	\$ 195.00	40-30 %	Slum/Blight	13.00 Buildings Rehabbed 9.00 Facades Improved

A total of 13 buildings will be rehabbed & 9
facades will be improved

P M & E. 

COMPREHENSIVE DOWNTOWN REVITALIZATION PROGRAM

ATTACHMENT B

SPECIAL CONDITIONS

1. **GRANT EXECUTION.** This Agreement must be signed by the Grantee's authorized official, approved by its governing body, and returned to the 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 Environmental Release of Funds from the Grantor. Drawdown requests from the Grantee for specific activities under this Agreement will not be processed until the 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 Submission.

b. Amendments to Attachment A must be made in accordance with the procedures set in the State of Ohio Consolidated Submission.

c. The costs of preparing the application and environmental review may be incurred before the date of Grant Agreement execution.

4. **FAIR HOUSING REQUIREMENTS.** In order to meet the Grantor's minimum fair housing requirements the Grantee must:

a. Update its fair housing analysis, if not updated within the past five years, to determine impediments to fair housing choice. The analysis must cover impediments based on race, color, creed, sex, national origin, age, disability, and familial status.

b. Appoint a local fair housing coordinator, who is an employee of the unit of local government, who will generally be accessible Monday through Friday. A consultant or local agency may be substituted if reasonable access to the provider can be assured and upon approval by the Grantor. The name, agency, address, and phone number must be reported to the Grantor.

c. Establish and implement a process to receive fair housing complaints and forward the complaint 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. Conduct training to provide education material and activities to:

i. Residents of areas in which CDBG or HOME activities are being undertaken; and

ii. Three (3) civic groups or schools.

Provide an agenda, minutes, a description of the audience, and any follow-up to occur for each session.

- e. Develop and distribute fair housing information and materials (posters, brochures, or materials) to ten area agencies, organizations, or public events (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 revealed in this information or materials. A list of the places of distribution, dates of distribution, and estimated quantities of material distributed must be maintained.
- f. If a unit of local government has a fair housing resolution or ordinance, the resolution or ordinance must include coverage for all protected groups.

State review and approval of fair housing programs are required.

5. PROGRAM INCOME. Any program income resulting from expenditures of CDBG funds must be expended in accordance with the Office of Housing and Community Partnerships (OHCP) 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 **October 31, 2005**. Any work not completed by this time may not continue without written approval by the 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 **October 31, 2005**.

7. DRAWDOWN REQUESTS. All drawdown requests from the Grantee for Funds under this Agreement must be received by the Grantor by **November 30, 2005**.

8. CLOSEOUT REQUIREMENTS

- a. Final Performance Reports for the Grantee's program, as described in Attachment C to this Agreement, must be submitted to the Grantor by **December 31, 2005**.
- b. Audit reports must be submitted according to the timeframes and procedures set in Attachment C of this Agreement

9. JOB DOCUMENTATION. CDBG funded activities that result in the creation or retention of jobs must obtain appropriate documentation from the assisted business(es) as follows: The business may utilize the Joint Training Partnership Act (JTPA) Program to obtain a certification from that agency that a minimum of 51% of the jobs created were for persons of Low- and Moderate-Income Households.

If JTPA is not utilized, the business must maintain the following data on each employee hired and each individual interviewed for a job:

1. Name of person, address, social security number
2. Household size of the person
3. Household income of the person (This should be done as an over/below answer relating to the median family income for each family size.)

This information, in either form, must be available in the sponsoring community's program file as proof that the CDBG National Objective was met

10. 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 this Agreement must be replaced with low- and moderate-income dwelling units, according to procedures established in the community's Anti-Displacement and Relocation Plan and as set forth at 24 CFR Part 42.

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:

1. A vacant unit that is in standard condition (i.e., meets or exceeds local codes, or where no local code exists, OHCP Residential Rehabilitation Standards (RRS)),
2. A vacant dwelling unit that is in substandard condition, but can be classified as "suitable for rehabilitation", as prescribed by the Grantor; or
3. 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

11. HOUSING REHABILITATION ACTIVITIES. Housing rehabilitation activities must be implemented in accordance with the Grantor's Non-Participating Jurisdiction Housing Handbook. In addition, the Grantee must develop and adopt a local policies and procedures manual. All rehabilitation must meet or exceed the OHCP's Residential Rehabilitation Standards (RRS).

Emergency home repair activities must meet the definition of "emergency" as included in the Grantor's Non-Participating Jurisdiction Housing Handbook. The 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 Residential Rehabilitation Standards (RRS) section of the Grantor's Non-Participating Jurisdiction Housing Handbook.

12. PROJECT SPECIFIC CONDITIONS.

- a. The Grantee is required to demonstrate a commitment to downtown revitalization by being a member of Downtown Ohio, Inc. (DOI), statewide, non-profit organization, established to encourage the development, redevelopment and improvement of downtown areas in cities and towns within the state of Ohio. DOI is located at 846 1/2 East Main Street, Columbus, Ohio 43205. Their telephone number is (614) 258-6200.
- b. The Grantee must ensure that CDBG funds are neither used for the acquisition, construction or rehabilitation of structures to be owned by religious entities nor used for religious purposes or for purposes which will otherwise promote religious interests (refer to CFR 24 Part 270.200(j)(1)). However, property owned by primarily religious entities may be acquired with CDBG funds for no more than the Fair Market value for non-religious uses. Furthermore, CDBG funds may be used to rehabilitate buildings that are owned by primarily religious entities if the building is to be used for wholly non-secular purposes per CFR 24 Part 270.200(j)(2) and (3).

Also, the Grantee must ensure that CDBG funds are neither used for the acquisition, construction, or rehabilitation of structures to be owned by private organizations that promote restricted membership.

- c. The use of Downtown grant funds is limited to addressing the needs of those downtown target area structures and elements (i.e., infrastructure, streetscaping, etc.) determined to be substandard (based upon code requirements). Funds may not be used for structures and elements not determined to be substandard.

- d. Davis-Bacon Wage Rates

Since federal dollars are being used in the project, federal prevailing wages will apply for construction contracts that exceed \$2,000. Contact Don Cooper, OHCP Prevailing Wage Coordinator at (614) 752-4574 for a copy of the latest federal wage rates or obtain them from the web site at <http://www.access.gpo/gpvdavossbacpm>. Documentation of relevant Prevailing Wage Rates must be maintained in the files.

- e. Temporary Relocation

Generally, every effort is made not to displace tenants during renovation. However, should it become necessary to temporarily displace tenants, refer to Chapter 2-4b of HUD Handbook 1378, titled Temporary Relocation of Residential Tenants.

All conditions of temporary relocation must be reasonable. At a minimum, the tenant shall be provided:

- 1) Reimbursement for all reasonable out-of-pocket expenses, including the cost of moving to and from the temporary housing and any increase in monthly rent/utility costs at such housing
- 2) Appropriate advisory services, including reasonable advance written notice of (a) the date and approximate duration of the temporary relocation, (b) the address of the suitable, decent, safe, and sanitary temporary dwelling; (c) the terms and conditions under which the tenant may lease and occupy a suitable dwelling in the complex/building upon completion of the project; and (d) the conditions of paragraph (1) above.

- f. Conflict of Interest

If a potential program participant/recipient (i.e., a downtown business/building owner, etc.) is an elected official, an employee of the city, a relative to either an employee or elected official of the city, etc., then the Grantee has a responsibility to inform OHCP of the situation and to coordinate with OHCP regarding the potential for conflict of interest. Conflict of Interest is prohibited per the federal regulations and requirements for CDBG.

COMPREHENSIVE DOWNTOWN REVITALIZATION PROGRAM

ATTACHMENT C

REQUIRED REPORTS

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

All report forms and requirements listed herein shall be provided by the Grantor, but shall not be construed to limit the 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 beginning six months after the effective date of this Agreement.
2. Grantee shall submit a Final Performance Report at the conclusion of the program which is the subject of this Agreement.
3. Grantee shall comply with the reporting requirements as outlined in OMB Circular A-133 and the guidelines provided in the Office of Housing and Community Partnerships (OHCP) Financial Management Rules and Regulations Handbook.
4. Grantee shall retain all records, receipts, etc., for a period of four years after the "Final Closeout" of this Agreement. The Grantor shall notify the Grantee in writing once this Agreement has met the necessary requirements of "Final Closeout "
5. If applicable, the Grantee shall submit a Certificate of Completion upon the expenditure of all Funds provided under this Agreement.

COMPREHENSIVE DOWNTOWN REVITALIZATION PROGRAM

ATTACHMENT D

GRANTEE ASSURANCES

The following assurances will be contained in the grant agreement between the State of Ohio and the Grantee.

The 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 complied with all the requirements of the clearinghouse process and that either:
 - a. Any comments and recommendations made by or through clearinghouses will be considered and appropriate remedial action(s) will be taken; or
 - b. The required procedures were followed and no comments or recommendations were received
4. It has facilitated or will facilitate citizen participation by:
 - a. Providing adequate notices for two public hearings 10 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 State CDBG 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 CDBG programs),
 - c. Providing for citizen participation by holding one public hearing when considering amendments to the community development program; and
 - d. It is following a detailed citizen participation plan which:
 1. 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;

- ii. Provides citizens with reasonable and timely access to local meetings, information, and records relating to the 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 the 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 handicapped;
 - 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 the grantee for the development and execution of its community development program.
5. 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 Ohio Small Cities CDBG 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.
6. The Community Development Program has been developed so as to give maximum feasible priority to activities which will benefit low- and moderate-income families or aid in the elimination of slums or blight.
- The requirement for this certification will not preclude the State from approving an application where the applicant certifies, and the State determines, that all or part of the Community Development Program activities are designed to meet other community development needs having a particular urgency as specifically explained by the applicant in accordance with 24 CFR 570.483(d).
7. It will comply with the regulations, policies, guidelines and requirements of the "Common Rule" 24 CFR Part 85, and Federal Management Circular A-87 and OMB Circular A-133 as they relate to the application, acceptance, and use of Federal funds under this part
8. 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. 276a) with respect to prevailing wage rates (except for projects for the rehabilitation of residential properties of fewer than eight units);
 - c. the Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327-332, 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.
9. 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 24 CFR Part 85.
 10. 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.
 11. 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 101-19.504. The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
 12. It will comply with:
 - a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and the regulations issued pursuant thereto (34 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.

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 (Pub. L. 90-284), 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.

- 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, as amended, and the regulations issued pursuant thereto (24 CFR Part 570.601), 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.
 - 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 insure fair treatment in employment, upgrading, demotion 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 Department of Housing and Urban Development.
 - 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 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
13. 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.
14. 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; and

- 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 24 CFR Part 42; and
 - c. Adopt, make public and certify that it is following a Residential Antidisplacement and Relocation Assistance Plan as described in 24 CFR Part 42.
15. 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 insures 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
16. 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.
17. It will comply with the provisions of the Hatch Act which limits the political activity of employees
18. 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
19. 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.

20. 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, 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.
21. 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.
22. 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.)
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.

COMPREHENSIVE DOWNTOWN REVITALIZATION 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 the grantee's proposed use of 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 the 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 handicapped;
 - 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, the 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); and
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. The 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. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.