

RESOLUTION NO. 27-16
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Joanne Rau ON THE 18th
DAY OF April, 2016.

A RESOLUTION AUTHORIZING THE CITY MANAGER, ON BEHALF OF THE CITY OF CENTERVILLE, TO ACCEPT A PLANNING GRANT FROM THE MONTGOMERY COUNTY LAND REUTILIZATION CORPORATION AND TO ENTER INTO AN AGREEMENT RELATED THERETO.

WHEREAS, the City of Centerville has been awarded a grant in the amount of \$17,500 from the Montgomery County Land Reutilization Corporation ("Land Bank") to conduct a Planning Study of the Centerville Place Shopping Center at 1023 to 1093 South Main Street and its immediate environs, and

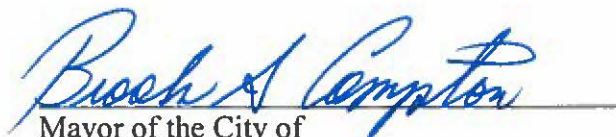
WHEREAS, the City of Centerville is required to enter into an Agreement with the Land Bank to govern the expenditure of the awarded funds.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the City Manager be and is hereby authorized to execute an Agreement between the City of Centerville and the Land Bank to govern the expenditure of funds in association with an awarded Planning Grant, a copy of said Agreement is attached hereto, incorporated herein, marked Exhibit "A".


Section 2. This Resolution shall take effect at the earliest date allowed by law.

PASSED THIS 18th day of April, 2016



Mayor of the City of
Centerville, Ohio

ATTEST:



Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 27-16, passed by the Council of the City of Centerville, Ohio on the 18th day of April, 2016.

Cawn R. Andrews
Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

Exhibit "A"

**MONTGOMERY COUNTY LAND REUTILIZATION CORPORATION
PLANNING GRANT AGREEMENT**

THIS AGREEMENT is entered into as of _____, 2016, by and between MONTGOMERY COUNTY LAND REUTILIZATION CORPORATION, an Ohio corporation for non-profit, having an address of 130 West Second Street, Dayton, Ohio ("MCLRC"), and The City of Centerville, MONTGOMERY COUNTY, OHIO ("Participant").

WITNESSETH:

WHEREAS, in August of 1961, O.R.C. Section 1724.01 became effective and provided for the establishment of county land reutilization corporations for the purpose of facilitating the reclamation, rehabilitation and reutilization of vacant, abandoned, tax-foreclosed or other real property within the county for whose benefit the corporation is organized for the purpose of promoting economic and housing development in the county; and

WHEREAS, pursuant to O.R.C. Section 1724.02, MCLRC has, among other powers, the power to do all acts and things necessary or convenient to carry out the purposes of O.R.C. Section 1724.01; and

WHEREAS, MCLRC has developed a Planning Grant Program to further the development of plans and strategies within the communities to guide their redevelopment efforts; and

WHEREAS, Participant has requested that MCLRC extend funds for use by Participant to develop a plan (the "Project") with respect to property within Participant's community and located in Montgomery County, Ohio and more particularly identified and described in "Attachment A" to this Agreement (the "Project Area"); and

WHEREAS, MCLRC and Participant are desirous of mutually cooperating to complete the Project on the terms and conditions stated in this Agreement, and for the purposes provided in "Attachment A"; and

WHEREAS, Participant has sufficient management capability needed to assume the primary administration of the Project, and agreed to involving the MCLRC in its efforts; and

WHEREAS, in light of the foregoing, MCLRC is willing to extend grant funds to Participant for the Project on the terms and conditions stated in this Agreement; and

WHEREAS, on March 15, 2016 by approved motion, MCLRC's Board of Directors (the "Board") approved a grant to Participant in the amount of \$17,500.00 (the "Grant Funds"), from the Land Bank Fund, to provide funding support for the Project; and

WHEREAS, MCLRC's Executive Director (the "Director") has authority to enter into agreements with Participant on behalf of MCLRC for the purpose of extending grants for use in connection with the Project.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements stated in this Agreement, the parties to this Agreement, with the intent to be legally bound, agree as follows:

1. MCLRC agrees to extend to Participant a grant (the "Grant") in the total principal sum of Fifty-Thousand Dollars (\$17,500.00) (the "Grant Funds"), which Participant agrees to use solely and exclusively for developing a plan for the Project Area. No funds will be provided to reimburse the expenses associated with Participant's staff or its services in support of the Project. Participant will assume the responsibility for administering the Project and will complete the same within one year following the approval of the grant by the MCLRC Board of

Directors, unless provided otherwise by its Director, and in compliance with all applicable legal requirements. Before awarding the contract for the Project, Participant will provide to MCLRC both the Request for Proposal issued for the Project and an explanation of the Participant's basis for selecting the contractor. MCLRC will have the right to approve the contractor prior to Participant's award, which approval shall not be unreasonably withheld. Participant further agrees that it will certify the total costs of the Project, including the amount of the MCLRC Grant Funds required in connection with the Project, which shall be submitted with supporting documentation to MCLRC for reimbursement. Participant will for five years following the award of the grant provide written notice annually (January) to the MCLRC of the status of the Project's development and / or the implementation thereof.

2. Upon the parties' signature of this Agreement, MCLRC agrees to provide to Participant the full amount of the Grant Funds on a reimbursement basis, which shall be matched by Participant in an amount equal to twenty-five percent (25%) of the cost of the Project. Participant agrees to deliver to MCLRC copies of invoices, checks, bills and other supporting documentation detailing the work that has been completed as of the date of the reimbursement request, and documentation supporting the amount of monies expended by Participant in the furtherance of the Project. The detail in these statements will include the date of each expenditure, name of the persons or businesses paid, goods or services for which payment was made, and any other information reasonably requested by the Director. Upon completion of the Project, Participant will deliver to the Director a report certifying Participant's expenditures for the total Project.

3. The Grant Funds are to be used solely for the development of a plan. If MCLRC determines that any portion of the Grant Funds were used for any purpose other than for the Project and in accordance with this Agreement, then Participant will repay MCLRC the amount improperly expended within fourteen (14) calendar days after written notice to it by MCLRC that such an improper expenditure has occurred. MCLRC will state in the notice the amount that it believes has been misapplied.

4. Participant agrees that it will maintain all documentation, financial records and other evidence of activities related to the Project, consistent with the records retention requirements of the Ohio Revised Code, for a period of four (4) years after the completion or termination of the Project. After this four (4) year retention period, Participant must notify MCLRC, in writing, of its intent to destroy said records. MCLRC reserves the right to extend the retention period for such records, and if it decides to do so, it will notify Participant in writing. Otherwise, MCLRC will issue to Participant a written Certificate of Records Disposal, it being understood that no records in Participant's possession will be destroyed until Participant has received a Certificate of Records Disposal. Participant also agrees to notify persons or business entities with which it does business in the prosecution of the work comprising the Project of the fact that such person or business entity is receiving public funds and that such funds may be audited by the County Auditor or the State Auditor even though they have been received by a private person or business entity.

5. Under no circumstances will MCLRC be responsible or liable to any person or business for, or on account of, any disbursement of, or failure to disburse, the Grant Funds or any

part thereof, and no contractor, subcontractor, vendor, material supplier, laborer or other party will have a right or claim against MCLRC under this Agreement or in connection with the administration of the Grant.

6. MCLRC will have no duties or obligations whatsoever in connection with the work to be performed pursuant to this Agreement and will have no other obligations except to reimburse the Grant Funds subject to and in accordance with the terms and conditions of this Agreement. MCLRC will not be responsible for the performance or default by Participant or any contractor, subcontractor, vendor, material supplier or other party and will not be responsible in any manner with respect to the completion, protection or correction of any work performed as part of the Project or the payment of any costs or expenses incurred in connection with the Project or any other obligations of Participant. Except as expressly stated in this Agreement, nothing in this Agreement or otherwise will be construed as any warranty or representation of any kind by MCLRC with respect to the Project or otherwise.

7. The parties agree that this Agreement will not be assigned by Participant.

8. During the performance of this Agreement, Participant will not discriminate against any employee or applicant for employment, or any person or business entity considered for engagement by Participant in connection with the Project, because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Participant will ensure that applicants are employed, that employees are treated during employment and that persons and businesses engaged in the Project are treated, without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Such action will

include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Participant and all persons claiming through Participant agree not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said Participant.

9. No remedy provided in this Agreement is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given to MCLRC under this Agreement or now or hereafter existing at law or in equity.

10. No delay or omission of MCLRC in exercising or enforcing any of its rights, powers, privileges, discretion or remedies will constitute a waiver thereof, and no waiver by MCLRC of any default of Participant under this Agreement will operate as a waiver of any other default. No term or provision of this Agreement will be waived except with the prior written consent of MCLRC.

11. If any term or provision of this Agreement or the application thereof to any entity, person or circumstance is held by a court of competent jurisdiction to be invalid, unenforceable or illegal, then the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid, unenforceable or illegal, will not be affected thereby, and each remaining term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

12. This Agreement contains the entire agreement of the parties with respect to the subject matter addressed in this Agreement. This Agreement will supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. This Agreement will not be modified in any manner except by an instrument, in writing, signed by the parties to this Agreement and approved by proper Resolution of the parties, if necessary.

13. This Agreement and any modifications, amendments, or alterations, are governed, construed, and enforced under the laws of the State of Ohio.

14. The signatures to this Agreement will act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.

[Signature page follows immediately]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

MONTGOMERY COUNTY LAND
REUTILIZATION CORPORATION

By: _____
Michael J. Grauwelman
Executive Director

MONTGOMERY COUNTY, OHIO

By: _____

Title: _____

This Agreement approved as to form by:
Scott A. Liberman (0058432)
Altick & Corwin Co., L.P.A.
1 South Main St., Suite 1590
Dayton, OH 45402

Attachment A