



CITY OF LORAIN

Board of Control

Meeting of July 7, 2021

I. ROLL CALL

The Board of Control meeting was called to order at 11:15 a.m. by Mayor Bradley. In attendance were Mayor Jack Bradley, Chief Deputy Safety/Service Director Rick Soto, Max Upton, Joel Jacovetti, Hannah Kiraly, Joseph Carbonaro, Ron Russell, Jason Graves, and Tina Pauley.

II. MATTERS FOR DISCUSSION

a. **The Black River WWTP requests approval to purchase fall prevention safety equipment from the Jack Doheny Company. The amount for the equipment is \$11,487.00. The equipment is needed for the south end of the tunnel to insure employee's safety while working over the 200' deep pump shaft. Funds for the purchase will come from the Education and In Service portion of the budget (6130.P613.4000.8100.1600).**

Discussion: The City obtained ownership of the tunnel in 2017 and there were no safety boundaries in place. Safety chains were installed temporarily until the fall prevention safety equipment could be purchased. The fall prevention equipment is a pedestal installed on top of the tunnel in the middle for employees to hook to it. Jack Doheny Company is a sole source vendor and also provides fall protection for the City of Lorain's manholes. The original quote was less because it only included one ultra-lok self retracting lifeline; another was added as two people will be working at a time.

Mayor Bradley made the motion to approve the request; Chief Deputy Safety/Service Director Soto seconded the motion.

Roll Call: Chief Deputy Safety/Service Director Soto-aye; Mayor Bradley-aye. Motion carried unanimously.

b. **An amended request from the Department of Public Property, Streets Division, to increase the dollar amount for emulsion purchased from Northcoast Products from \$25,000.00 as approved by BOC on 1/13/21 to an amount not to exceed \$40,000.00. The \$15,000.00 increase is needed to cover street repairs by the Durapatch machine for the remainder of 2021.**

Discussion: The increase to the purchase order is due to more work being completed than was anticipated or completed in previous years. The employee working with the Durapatch machine has been working very efficiently and takes pride in his work.

Mayor Bradley made the motion to approve the request; Chief Deputy Safety/Service Director Soto seconded the motion.

Roll Call: Chief Deputy Safety/Service Director Soto-aye; Mayor Bradley-aye. Motion carried unanimously.

c. The Small Business Stabilization Program assists businesses impacted by the Coronavirus Pandemic. Lorain Family Dental located at 4560 Oberlin Ave, Lorain, OH 44053 to receive a Forgivable Loan in the amount of \$6,728.18. This is an amendment to the original approved BOC approval date of February 17, 2021, due to an account and amount change. Account #:1010.G800.4950.1304

Discussion: The original amount requested by Lorain Family Dental was \$10,000; Lorain Family Dental is only eligible for \$6,728.18 because the company received other funding as well.

Mayor Bradley made the motion to approve the request; Chief Deputy Safety/Service Director Soto seconded the motion.

Roll Call: Chief Deputy Safety/Service Director Soto-aye; Mayor Bradley-aye. Motion carried unanimously.

d. A request from the Lorain Utilities Department for approval to purchase 3 (three) new servers from Dell Computer in the amount of \$43,500.96. Funds for the purchase will come from facility improvement portion of the budget GL account 6020.P602.4000.6700.1500 and 6130.P613.4000.6700.1500.

Discussion: The purchase of the new servers was recommended by the Director of IT, Dave Comer, as the current servers are outdated. Dell provides all the computer equipment to the City of Lorain through state purchasing. Mayor Bradley asked Assistant Director Carbonaro if the new servers had to be purchased as a result of the COVID-19 pandemic, such as more security needed due to teleworking. Assistant Director Carbonaro was unsure, but will consult with the Director Comer of IT and amend the request in a future meeting if needed.

Mayor Bradley made the motion to approve the request; Chief Deputy Safety/Service Director Soto seconded the motion.

Roll Call: Chief Deputy Safety/Service Director Soto-aye; Mayor Bradley-aye. Motion carried unanimously.

e. A request from the Lorain Utilities Distribution Department for approval to purchase a router, battery backup, and switch for the computer network at the new Distribution Building from GHA Technologies, Inc. in the amount of \$7,275.80. Funds for the purchase will come from Electronic Equipment portion of the budget GL account 6020.P602.6190.6700.1301.

Discussion: The requested items are needed for the new facility that is opening later this year.

Mayor Bradley made the motion to approve the request; Chief Deputy Safety/Service Director Soto seconded the motion.

Roll Call: Chief Deputy Safety/Service Director Soto-aye; Mayor Bradley-aye. Motion carried unanimously.

f. The Building, Housing and Planning Department requests approval for a Home Repair loan for a new roof at 405 W. 34th Street for Margarita Chaney in the amount of \$13,530 (which includes a 10% contingency of \$1,230). Proposals were received from Dan Williams Roofing (\$12,300), Erie Shores Roofing (\$8,300), Farley's Roofing (\$11,600) and Kaminski Roofing (\$13,950) for new roof repairs. Dan Williams Roofing provided the most robust quote and includes 4 sheets of plywood before additional costs are incurred and 2-ply flintlastic roofing on the carport. The work will be paid out of the Block Grant Emergency Home Repair funds contingent on compliance with other federal requirements, including environmental reviews.

Discussion: Mr. Jacovetti read a letter submitted by the resident in support of Dan Williams Roofing being selected as the contractor on this repair because they were the only contractors that went up onto the roof. Please see included note with minutes. Per the rules of the program, the City of Lorain can suggest a contractor, but the homeowner ultimately chooses.

Mayor Bradley made the motion to approve the request; Chief Deputy Safety/Service Director Soto seconded the motion.

Roll Call: Chief Deputy Safety/Service Director Soto-aye; Mayor Bradley-aye. Motion carried unanimously.

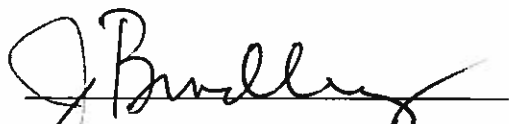
g. Request from BHP to authorize the Safety/Service Director to enter into an agreement to settle and resolve all claims related to the EDA Revolving Loan Fund and issuing a payment to EDA in the amount of \$641,055.83 to settle all claims. This payment will be funded from 2340.R225.9500.1101. This was approved by Council on 06/30/21.


Discussion: The ordinance that was approved in a special call of council meeting will be included with minutes. These funds were received from the EDA and were held frozen for approximately 6 years. A portion of the funds will be given back to the EDA in order to free up about \$1.4 million for economic development. Some examples of what the economic funds can be used towards would be a revolving loan fund, infrastructure, investing in a small business incubator, etc. This has been a project that the City of Lorain has been working on for many years; the end result was considered a partial termination for convenience, so it will not count against the City of Lorain for future funding.

Mayor Bradley made the motion to approve the request; Chief Deputy Safety/Service Director Soto seconded the motion.

Roll Call: Chief Deputy Safety/Service Director Soto-aye; Mayor Bradley-aye. Motion carried unanimously.

Mayor Bradley made the motion to adjourn; Chief Deputy Safety/Service Director Soto seconded the motion. Roll call: Mayor Bradley-aye; Chief Deputy Safety/Service Director Soto-aye. Motion carried unanimously. Board of Control Meeting of July 7 adjourned at 11:41 a.m.


Jack W. Bradley, Mayor
City of Lorain, Ohio


Tina Pauley
Assistant to Mayor Jack W. Bradley

May 20, 2021

Dear Mr. Giacometti,

I received, in addition to the contractors quotes enclosed, a quote from Fraley & Fox verbal: Roof 15,750.00 / GUTTERS 2,100.00. I requested paper copy - but did not receive one. A fifth contractor also would only give a verbal quote.

Of the 5 contractors, the only one that actually climbed on the roof with a ladder to inspect my roof was Dan Williams roofing (Roger).

I am requesting, if I am eligible to receive assistance for this program, that Dan Williams Roofing be considered for the repairs to my home.

Thank you very much.

Sincerely,

Margarita Rivera Cheny

ORDINANCE NO. 109-21

AN ORDINANCE AUTHORIZING THE SAFETY/ SERVICE DIRECTOR TO ENTER INTO AN AGREEMENT TO SETTLE AND RESOLVE ALL CLAIMS RELATED TO EDA REVOLVING LOAN AWARD NUMBERS 06-39-02084, 06-39-02084-01, 06-39-02084-02, 06-39-02084-03 AND DECLARING AN EMERGENCY.

WHEREAS, the United States of America, Department of Commerce, Economic Development Administration ("EDA") pursuant to its authority under the Public Works and Economic Development Act of 1965 (P.L. 89-136), as amended , entered into Financial Assistance Awards with the City of Lorain, Ohio for purposes of capitalizing a revolving loan fund; and,

WHEREAS, the Mayor of the City of Lorain received correspondence from EDA setting forth the parameters for a partial termination of EDA Revolving Loan Fund award numbers 06-39-02084; 06-39-02084-01; 06-39-02084-02; 06-39-02084-03 said correspondence is attached hereto and incorporated herein by reference as "Exhibit A"; and,

WHEREAS, an agreement to resolve the findings relative to the noncompliance with the program rules and regulations as set forth in the financial assistance award agreements has been made and such agreement is attached hereto and incorporated herein by reference as "exhibit B"; and,

WHEREAS, the City of Lorain wishes to resolve all outstanding issues related to the EDA portion of the business development revolving loan fund.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LORAIN, STATE OF OHIO:

SECTION I. That the Safety/Service Director is authorized to enter into the Settlement Agreement and to take all actions incidental hereto as set forth in Exhibit B, a copy of which is marked Exhibit B, attached hereto and made a part hereof by reference.

SECTION II. That the Safety/Service Director and the Law Director, upon their mutual agreement are authorized to make such alterations to the Settlement Agreement as are necessary to resolve unforeseen issues related thereto so long as the Settlement Agreement, as altered, remains substantially similar in its legal effect to the Settlement Agreement identified as Exhibit B hereto.

SECTION III. It is 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 and any of its Committees that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION IV. That this ordinance is declared to be an emergency, the emergency being the immediate need to resolve the claims raised against the City of Lorain and that the continued suspension of the EDA Revolving Loan fund accounts do not promote the health, safety and welfare of the citizens of Lorain. Therefore this Ordinance shall take effect immediately upon its passage and approval by the Mayor, providing it receives the statutory requirements for passage, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: June 30, 2021

ATTEST: [Signature] CLERK

APPROVED: July 1, 2021

[Signature]
PRESIDENT OF COUNCIL

[Signature]
MAYOR



U.S. DEPARTMENT OF COMMERCE
Economic Development Administration
Chicago Regional Office
230 S. Dearborn Street, Suite 3280
Chicago, Illinois 60604

The Honorable Jack Bradley
Mayor
City of Lorain, Ohio
200 W Erie Avenue - 7th Floor
Lorain, OH 44052

RE: EDA Revolving Loan Fund Award Nos. 06-39-02084; 06-39-02084-01; 06-39-02084-02;
06-39-02084-03 (Awards)
Partial Termination Action

Dear Mayor Bradley:

The Economic Development Administration (EDA) hereby agrees to a partial termination of the above-referenced Awards, provided that the following conditions are met:

- 1. The City of Lorain, Ohio, affirms in writing that it will continue to service the outstanding loans consistent with EDA requirements.**
- 2. The City of Lorain, Ohio, warrants that the financial statements presented to EDA accurately reflect the entire remaining balance of the EDA Revolving Loan Fund. The City of Lorain, Ohio warrants that it will fully cooperate with and respond to any U.S. Government audit, investigation, or other inquiry of any kind that may arise in connection with the EDA Revolving Loan Fund, including but not limited to any audit, investigation, or other inquiry by the U.S. Department of Commerce.**
- 3. The City of Lorain, Ohio, shall execute the enclosed Agreement to Partially Terminate Financial Assistance Award Nos. 06-39-02084; 06-39-02084-01; 06-39-02084-02; 06-39-02084-03 and shall reimburse the Federal Government its proportionate share of the EDA Revolving Loan Fund within 30 days of termination of the Award.**

If you have any questions, please contact Catherine Canavan at 312-789-9755 or ccanavan@eda.gov.

Sincerely,

SUSAN BREHM Digitally signed by SUSAN BREHM
Date: 2021.06.11 15:43:03 -05'00'

Susan M. Brehm
Regional Director



AGREEMENT TO PARTIALLY TERMINATE FINANCIAL ASSISTANCE AWARD

EDA Investment Nos.: 06-39-02084; 06-39-02084-01; 06-39-02084-02; 06-39-02084-03

WHEREAS, the United States of America, Department of Commerce, Economic Development Administration ("Government" or "EDA") pursuant to its authority under the Public Works and Economic Development Act of 1965 (P. L. 89-136), as amended, entered into Financial Assistance Awards ("Award"), with the City of Lorain, Ohio ("Recipient") for the purpose of capitalizing a revolving loan fund;

WHEREAS, the Awards provided \$1,500,000 which was matched with \$1,050,000 for a total project cost of \$2,550,000;

WHEREAS, the Government and Recipient (collectively the "Parties") have determined that it is not feasible or not desirable to continue the project and that an accounting should be made, and the Award be partially terminated for convenience of the Parties; and

NOW, THEREFORE, for the mutual benefit and convenience of the Parties, the Government tenders this Agreement to Partially Terminate Financial Assistance Awards ("Termination Agreement"), which will be effective upon the signature of the Parties:

1. The Parties agree that the amount to be recovered by the Government is equal to \$641,055.83, which represents a portion of the Federal Share Due.
2. The Federal Share Due shall be remitted, in full, within 30 calendar days of the effective date of this Termination Agreement and may use one of the following two methods:
 - a. The first is the www.pay.gov website, which allows Recipient to pay EDA online.
 - b. The second is by paper check. The EDA grant numbers are to be included in the memo portion of the check. "Payee" is the "U.S. Economic Development Administration. Check should be sent to the address below:

**NOAA OCFO
ATTN: Finance Office, Travel Dept.
1315 East West Highway, Bldg. SSMC3
Silver Spring, MD 20910**

3. Pending final disposition of the RLF assets, this Termination Agreement does not relieve Recipient of the obligation to protect the Federal interest in the RLF assets. All Award Terms and conditions remain in effect until the full Federal Share Due is deposited with the Government.
4. Certain provisions of the Award terms and conditions are continuing obligations that extend beyond termination of the Award. These obligations include, but are not limited to, the following:
 - a. Recipient must comply with Award closeout and post-closeout adjustments and continuing responsibilities, as set forth in 2 CFR §§ 200.344 and 200.345 (or the equivalent regulations in 15 CFR part 14 or 24, as applicable, for most awards made prior to December 26, 2014). Under these regulations, the Government may recover funds on the basis of a later audit and the Recipient must return any funds due as a result of a refund or correction.
 - b. If applicable, Recipient may have audit requirements under 2 CFR part 200, subpart F.
 - c. EDA may require Recipient to report on project performance beyond the project closeout date for Government Performance and Results Act ("GPRA") purposes. In no case shall Recipient be required to submit any report more than ten years after the project closeout date.
 - d. All records in the possession of Recipient or its sub-awardees regarding the Award shall be retained for a period of three (3) years after the effective date of this Termination Agreement. All records shall be retained beyond the three (3) year period if audit findings have not been resolved within that period or if other disputes have not been resolved. These requirements are further detailed in 2 CFR § 200.334 (or the equivalent regulations in 15 CFR part 14 or 24, as applicable, for most awards made prior to December 26, 2014).
 - e. The Recipient shall continue to provide the Government access to records regarding the Award as detailed in 2 CFR § 200.337 (or the equivalent regulations in 15 CFR part 14 or 24, as applicable, for most awards made prior to December 26, 2014).
5. Acceptance of this Partial Termination Agreement must be made by the Recipient, with an executed original returned to the Government, on or before 30 days from the date of the Regional Director's signature on this Termination Agreement. Failure to submit a timely executed Partial Termination Agreement may result in the Government withdrawing this Partial Termination Agreement and initiating a unilateral termination, if deemed appropriate by the Government.
6. Recipient represents and warrants that the execution, delivery, and performance of this Partial Termination Agreement was duly authorized in accordance with Recipient's governance rules and that the Partial Termination Agreement is signed by a person duly

authorized to bind the Recipient, and that any and all required permissions from the governing body of the Agreement to Partially Terminate.

**DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION**

By: **SUSAN BREHM** Digitally signed by SUSAN BREHM
Date: 2021.06.11 15:44:33 -05'00'
Susan M. Brehm
Regional Director

Date: June 11, 2021

CITY OF LORAIN, OHIO

The above Agreement to Partially Terminate Financial Assistance Award for Convenience is hereby accepted by Recipient.

By: _____

Name: _____

Title: _____

Date: _____



CITY OF LORAIN

City Council Virtual Regular Meeting

10. r.

Meeting Date: 06/21/2021

Submitted by: Max Upton, BHP Director

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING THE SAFETY/ SERVICE DIRECTOR TO ENTER INTO AN AGREEMENT TO SETTLE AND RESOLVE ALL CLAIMS RELATED TO EDA REVOLVING LOAN AWARD NUMBERS 06-39-02084, 06-39-02084-01, 06-39- 02084-02, 06-39-02084-03 AND DECLARING AN EMERGENCY.

The purpose of this legislation is to allow the Safety Service Director to settle all claims related to the EDA share of the business development revolving loan fund.

PURPOSE AND BACKGROUND:

The City has been engaged with EDA for over a year regarding resolving outstanding claims related to the mismanagement of the Business Development Revolving Loan Fund.

RECOMMENDATION TO COUNCIL:

Passage After Discussion

Fiscal Impact

Funds Available in Current Year Budget (Y/N): Y
Estimated Total Expenditure: \$641,055.83
List of Funding Source and/or Account Number: 2340.R225.9500.1101
Estimate of Incoming Revenue (fees, grants, etc.):
Financing Requirements (Bonds, Loans, Lease, etc.):

Attachments

Ordinance
Exhibit A
Exhibit B

Form Review

Inbox	Reviewed By	Date
Safety/Service Director	Sanford Washington	06/16/2021 01:21 PM
Mayor Bradley	Jack Bradley	06/16/2021 01:49 PM
Auditor	Karen Shawver	06/16/2021 02:17 PM
Legal	Breanna Dull	06/16/2021 02:32 PM
Upton (Originator)	Max Upton	06/16/2021 02:36 PM

Legal
Upton (Originator)
Legal
Form Started By: Max Upton
Final Approval Date: 06/17/2021

Breanna Dull
Max Upton
Patrick Riley

06/16/2021 03:04 PM
06/16/2021 03:55 PM
06/17/2021 11:26 AM
Started On: 06/14/2021 03:18 PM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Fallis	✓		Argenti		
Dimacchia	✓		Moon	✓	
Springowski	✓		Carrion	✓	
Henley	✓		Shawver	✓	
McFarland			Thornsberry	✓	
Carter	✓		Arredondo		