

City of Oberlin, Ohio

RESOLUTION No. R12-10 CMS

A RESOLUTION SUPPORTING THE CITY OF OBERLIN'S APPLICATION FOR A LOCAL GOVERNMENT INNOVATION FUND GRANT FOR A FLEET ANALYSIS PROGRAM IN CONJUNCTION WITH OTHER LOCAL PARTNERS AND AUTHORIZING THE CITY MANAGER TO FILE AN APPLICATION THEREFORE AND DECLARING AN EMERGENCY

WHEREAS, the State of Ohio has created a Local Government Innovation Fund grant program to assist communities in finding more efficient and cost effective ways to deliver services in partnership with other entities; and

WHEREAS, the City of Oberlin and other local partners, including Oberlin City Schools, New Russia Township, Kendal at Oberlin, Lorain County Joint Vocational School and Oberlin College, intend to evaluate our fleets with the goal of increasing efficiency, reducing cost, and reducing the greenhouse gas emissions from the vehicles operating in and around Oberlin; and

WHEREAS, the City of Oberlin believes opportunities for collaboration exist to improve the efficiency of operations that will benefit the public; and

WHEREAS, a feasibility study is necessary to determine how the identified project partners' fleets can reduce costs and carbon emissions through operational efficiency, and then further reduce costs through more efficient fueling opportunities; and

WHEREAS the Oberlin City Council supports working in collaboration with the identified project partners to evaluate opportunities for improved operational efficiency and bulk or alternative fueling solutions to reduce operating costs and/or greenhouse gas emissions and to prepare a feasibility study that will result in a plan for implementation.

NOW, THEREFORE, BE IT RESOLVED 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 Oberlin City Council does hereby declare its strong support for the City of Oberlin Local Government Innovation Fund grant submission to the State of Ohio.

SECTION 2. That the City Manager is hereby authorized to prepare and file application materials to the State of Ohio Department of Development, Local Government Innovation Fund Program, for financial assistance, and to provide all information and documentation required to become eligible to access such possible funding assistance.

SECTION 3. That the City Manager is further authorized to enter into such agreements as are required by the Program guidelines to submit the LGIF program application in a timely manner.

SECTION 4. That if the City is awarded funding, and, subject to the availability and appropriation of any local monies necessary, and further subject to authorization by Oberlin City Council, the City of Oberlin agrees to obligate funds required to satisfactorily complete the proposed project which will become eligible for reimbursement under the terms and conditions of the State of Ohio Department of Development, Local Government Innovation Fund program.

SECTION 5. It is found and determined that all formal actions of this Council concerning or relating to the adoption of this Resolution 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 6. That this Resolution 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, or to provide for the usual daily operation of a municipal department, to wit:

“to authorize the submission of a grant application in a timely manner”, and shall take place immediately upon passage.

PASSED: 1st Reading – August 20, 2012 (E, F)
2nd Reading –
3rd Reading –

ATTEST:



BELINDA B. ANDERSON, CMC
CLERK OF COUNCIL



RONNIE J. RIMBERT
PRESIDENT OF COUNCIL

POSTED: 08/20/2012

EFFECTIVE DATE: 08/21/2012

GRANT AGREEMENT

Grantee							
Applicant:	City of Oberlin	Grant Control No.:	RED13072				
Street Address:	85 South Main St.						
Street Address 2:							
City:	Oberlin	State:	OH	Zip:	44074	County:	Lorain
Eligible Project							
Project Name:	Oberlin Fuel Forward: Shared Strategies for Oberlin's Fleets						
Effective Date:	12/17/2012	Project Completion Date:	12/17/2014				
Maximum Grant Amount:	\$86,180.00	Maximum Grant Percentage:	85.2%				
Amount of Matching Funds:	\$15,000.00						
Project Manager							
Name:	Eric Norenberg	Title:	City Manager				
Street Address:	85 South Main Street						
City:	Oberlin	State:	OH	Zip:	44074	County:	Lorain
Telephone:	440-775-7206	Fax:		E-Mail:	enorenberg@cityofoberlin.com		

This Grant Agreement (the "Agreement") is made and entered into by and between the **Ohio Development Services Agency**, ("Grantor") and **Grantee** (the "Applicant" as defined in the Program Policies) to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance to undertake and complete a study (the "**Eligible Project**" as defined in the Program Policies) as further described by Grantee in its Local Government Innovation Fund Application (the "**Application**"). This Agreement incorporates by reference the "Scope of Work," which is attached as Exhibit I.

1. Eligible Project Funding.

(a) State Grant. Grantor hereby grants to Grantee, funds in an amount equal to the lesser of Eighty Six Thousand Dollars(\$86,180.00), the maximum grant amount set forth above, and <Eighty Five and Two Tenths Percent> (85.2%), the maximum percentage, set forth above, of the actual total costs of the Eligible Project as outlined in the project budget submitted as part of the Application (the "**Grant Funds**").

(b) Other Sources of Funds. Grantor requires Grantee to utilize other funding sources for the Eligible Project before utilizing Grant Funds. Grant Funds are to be utilized only when other funding sources are unavailable or insufficient to cover Eligible Program Costs (as defined in the Program Policies) of the Eligible Project.

(c) Purpose. The Grant Funds may be used for the sole and express purpose of undertaking and completing the Eligible Project. Grantee shall undertake and complete the Eligible Project substantially as described in the Scope of Work. Grantee may not use the Grant Funds for any purpose other than Eligible Project Costs of the Eligible Project as expressly contemplated in the Scope of Work.

(d) Availability of Matching Funds. Grantee commits to provide Matching Funds from other financing sources as further described in the Application. Grantee represents and warrants to Grantor that Grantee has obtained the Matching Funds as set forth in the Application or that Grantee has a binding commitment for such Matching Funds and, with the exercise of reasonable diligence, will have obtained such additional funds no later than the time such funds will be required to pay Eligible Project Costs as and when such costs are payable.

(e) Budget Reductions. Grantee acknowledges that Grantor is subject to State of Ohio (the "State") budgetary constraints that could result in the reduction of the amount Grant Funds provided under this Agreement. Should Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee's commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby revocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in commitments outlined on page 1 of this Agreement.

(f) Subsequent Increase. In cases where there is a reduction of Grant Funds and Grantor provides the written notice in accordance with Section 1(e) above, but subsequently additional funds become available to Grantor to increase the amount of Grant Funds to be provided to Grantee, Grantor shall notify Grantee in writing, but any such increase shall require mutual agreement of the parties which shall be reflected in an Amendment signed in accordance with Section 18(e) of this Agreement.

2. Payment and Accounting of Grant Funds

(a) Payment of Grant Funds.

(i) Advanced Payment upon Execution. Twenty percent (20%) of the total amount of Funds granted herein, in the amount set forth on page 1 of this Agreement, shall be payable to Grantee in a lump sum upon the execution of this Agreement, invoice by Grantee, and Grantor obtaining the advance written approval from its Chief Financial Officer. Upon expenditure of the Funds advanced, Grantee shall submit to Grantor documentation of such expenditures, but in no event no later than sixty (60) days. The parties agree that the advance of Funds under this paragraph requires Grantee to provide strict accounting of such Funds, and if the Funds are not expended in accordance with the terms and conditions of this Agreement, the amounts not expended or improperly expended shall be returned to Grantor within thirty (30) days of written demand from Grantor.

(ii) Payment Requests. Grantee shall submit to the Grantor for review and approval requests for payment detailing expenditures which have then been incurred by Grantee in accordance with the Eligible Project budget included in Exhibit I. Grantor shall be the sole judge of the adequacy of payment requests. All expenses to be paid or reimbursed with Grant Funds shall be supported by contracts, invoices, vouchers, paid receipts and other documentation as appropriate to evidence the costs incurred by Grantee for Eligible Project activities as described in Exhibit I. Grantee shall submit to Grantor such documentation necessary to substantiate a payment request. In the event of a complete or partial denial of a payment request, the Grantor shall notify Grantee in writing, including a statement of specific reasons for such denial, and Grantee shall have an opportunity to re-submit the request for payment with additional information responsive to the reason for denial. Grantor shall use reasonable efforts to issue a notice of denial, in whole or in part, and/or initiate a voucher for payment within thirty (30) days after receipt of a payment request from Grantee.

(iii) Payment upon First Draft of Eligible Project. Upon Grantor approval of Grantee's Payment Request submitted in accordance with subsection (ii) above, Grantor shall disburse to Grantee not more than fifty percent (50%) of the Grant Funds to pay or reimburse Eligible Project Costs of the Eligible Project upon delivery of the first draft of the Eligible Project. Grantee shall adhere to the procedures for payment of Grant Funds set forth in the *Disbursement Manual*, which has been provided to Grantee and is incorporated herein by reference even though it is not attached to this Agreement.

(iv) Final Payment. Grantor shall withhold thirty percent (30%) of Grant Funds until the Grantor receives

notification that the final deliverable has been adopted by the Grantee and Collaborative Partner(s) as identified in Exhibit I. Subsequently, upon Grantor approval of Grantee's Payment Request submitted in accordance with subsection (ii) above, Grantor shall pay the final payment to Grantee.

(v) Waiver. If Grantee fails to submit the first draft of the Eligible Project within twenty four (24) month of the effective date of this Agreement, Grantee expressly waives any rights to any Grant Funds under this Agreement and Grantor is under no obligation to distribute any additional Grants Funds. Grantor may then pursue remedies under Section 14 of this Agreement to recover any Grant Funds advanced upon execution of this Agreement

(b) Accounting of Grant Funds. Grant Funds and any and all interest income therefrom shall be deposited and maintained in a separate account upon the books and records of Grantee (the "**Account**"). Grantee shall keep all records of the Account in a manner 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, paid receipts, pay stubs, signed time sheets, and other data, as appropriate, evidencing the necessity of such expenditure. If Grantee fails to comply with this requirement, Grantor may withhold payment of Grant Funds until such compliance is demonstrated.

(c) Permissible Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02, are a cost of the Eligible Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed for those permissible travel expenses in amounts in accordance with Ohio Administrative Code Section 126-1-02, as updated from time to time (the "Expense Rule") and Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.

(d) Budget Amendment. A budget amendment is required when Grantee desires to reallocate to or from any line item in the approved Eligible Project budget more than ten percent (10%) of the line item amount or ten thousand dollars (\$10,000), whichever is greater. Reallocation of less than ten percent (10%) or ten thousand dollars (\$10,000) to or from a line item of greater than ten thousand dollars (\$10,000) requires written notification from the Grantee to Grantor. Additionally, a budget amendment is required when adding and reallocating Grant Funds to any new budget line item. The addition of a new budget line item not funded with Grant Funds requires written notification from the Grantor to the Grantee.

3. Grant Funds Not Expended. If the Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement or within the Term of the Agreement, set forth in Section 5 of this Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds. Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds the allowable costs of the Eligible Project actually incurred by Grantee or for costs that fail to meet the eligibility guidelines outlined in the Program Policies. If Grant Funds have been paid to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within thirty (30) days after demand by Grantor. In the event that the Eligible Project is not completed in accordance with the Scope of Work by the Project Completion Date (as such date may be extended as provided in Section 5(b)) and/or is affirmatively abandoned by Grantee, all Grant Funds paid by Grantor to Grantee under this Agreement shall be refunded to Grantor by Grantee within thirty (30) days after the Project Completion Date or abandonment has occurred.

4. Repayment of Grant Funds

(a) Non-Completion of Eligible Project. If the Eligible Project is not completed during the Term of the Agreement, as provided in Section 5 of this Agreement, then Grantee shall pay to the Grantor, for repayment to the Local Government Innovation Fund, all or a portion of Grant Funds paid to Grantee as Grantor reasonably determines. Grantee shall pay this amount to the Grantor no later than thirty (30) days after receipt of written notice from Grantor.

(b) Payment Overages. In no event shall disbursements exceed the amount of Grant Funds. Further, in

accordance with Ohio Revised Code Section 122.658(C), the amount of Grant Funds paid to Grantee shall not exceed the estimated cost of the Eligible Project or the maximum percentage of the Eligible Project Costs approved. As a result, Grantee may receive an amount of Grant Funds less than the maximum amount authorized by this Agreement, and Grantee may be required to repay Grant Funds if disbursements exceed the maximum percentage of Eligible Project Costs. In the event Grantee receives payment of Grant Funds in an amount that causes Grant Funds paid as a percentage of total Eligible Project Costs to exceed the maximum percentage set forth on page one of this Agreement, the Director may demand, and Grantee shall repay, an amount sufficient to reduce Grant Funds paid as a percentage of total Eligible Project Costs to the maximum percentage allowed. Grantee shall pay such amount within thirty (30) days after written notice from the director of the Ohio Department of Development.

5. Agreement Deadlines and Term.

(a) Term of Agreement. This Agreement shall be in effect from the Effective Date set forth on the first page of this Agreement through the Project Completion Date, unless it is terminated earlier as provided in Section 14 (collectively, the “**Term**”). Notwithstanding the above, Grantee acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by Grantee and monitoring by Grantor of the results of the award of Grant Funds.

(b) Modification to Term of Agreement. If it is anticipated that Grantee will not have completed the Eligible Project by the Project Completion Date, Grantee must request an extension of time for the Eligible Project not less than sixty (60) days prior to the Project Completion Date, unless otherwise agreed to by the Grantor. It will be within the sole discretion of Grantor whether or not to grant such extension of time.

6. Non-Discrimination.

(a) Minority Hiring Goal. Grantee shall make a good faith effort to employ minority persons in the completion and operation of the Eligible Project and in the fulfillment of Grantee’s job creation obligations in the same percentage as the average percentage of minority persons who reside in the county in which the Eligible Project is located and any contiguous Ohio counties.

(b) Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Eligible Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

7. Project Manager. Grantee hereby designates the officer or employee of Grantee identified on the first page of this Agreement to serve as Project Manager. Grantee shall notify the Grantor promptly in writing of any change of the person designated to serve as Project Manager.

8. Securing Contractor(s).

(a) Grantee agrees to secure qualified personnel and/or contractors to complete eligible activities of the Eligible Project. All personnel performing work under this Agreement shall be employees of Grantee or the Collaborative Partner(s) as identified in Exhibit I, or under the direct supervision of the Project Manager or Grantee’s contractors. Grantee agrees to comply with all applicable laws governing the selection of contractors under this Agreement.

(b) Where performance of eligible activities of the Eligible Project are carried out by a Collaborative Partner(s) or a contractor of Grantee or a Collaborative Partner(s), Grantee shall make the provisions of this Agreement binding on such Collaborative Partner(s) and/or contractor. Notwithstanding any delegation of

activities to a Collaborative Partner(s) or contractor, Grantee shall not be relieved of any legal responsibility for compliance with requirements of the Agreement.

(c) Grantee shall procure goods and services (other than professional services) for which reimbursement is requested from the Grant Funds through a competitive procurement process if the aggregate cost of such goods or services is equal to or greater than Fifty Thousand Dollars (\$50,000.00). Where the procurement of such goods or services is conducted pursuant to a procurement process required or allowed by the Ohio Revised Code for a municipality, county or port authority, such procurement process is deemed to satisfy the requirements of this paragraph. Where the procurement of such goods or services is not subject to a procurement process required or allowed by the Ohio Revised Code, Grantee agrees that the procurement of such goods or services shall be through a process whereby the Grantee or Collaborative Partner(s), as specified by a written agreement, solicits at least three bids and receives at least two bids for procurement of such goods and enters into an agreement with the "lowest and best responsible bidder." As a safe harbor, Grantee or Collaborative Partner(s) may follow the procedures outlined in Ohio Revised Code Chapter 153.

(d) Grantee shall procure professional services for which reimbursement is requested from the Grant Funds through a qualification-based process where the aggregate cost of such professional services is equal to or greater than Fifty Thousand Dollars (\$50,000.00). Where the procurement of such professional services is not subject to a procurement process required or allowed by the Ohio Revised Code, Grantee may employ the procedures outlined in Ohio Revised Code Chapter 153 as a safe harbor.

(e) With respect to any professional services related to the Eligible Project for which contracts were executed prior to Grantee executing the Local Government Innovation Fund grant, Grantee shall provide to the Grantor a complete copy of such agreement(s) and a detailed description of the procurement process for such services, including the methodology and selection criteria. All professional services related to the Eligible Project for which contracts were executed prior to Grantee executing the Local Government Innovation Fund grant are subject to Grantor approval.

(f) Other terms and conditions under which the contractor(s), including certified professionals, will complete the Scope of Work are as set forth in Grantee's Application for funding. Such terms and conditions are incorporated in this Agreement by reference and are a material part of this Agreement.

9. Other Grantee Requirements.

(a) **Liability Insurance.** Unless otherwise self-insured, Grantee shall obtain and maintain, directly or through its agents and/or contractors, comprehensive general liability insurance with a minimum One Million Dollars (\$1,000,000.00) combined single limit, for claims that may arise from any operations and activities undertaken as contemplated by this Agreement. Grantor and the State shall be named as additional insured parties under such policies, and such insurance coverage shall contain a clause to the effect that coverage may not be canceled, reduced, or restricted without thirty (30) days prior written notice to Grantor. Grantee shall deliver to Grantor a certificate evidencing such insurance. The cost of liability insurance required under this paragraph shall be an allowable cost reimbursable from Grant Funds.

(b) **Performance Bonds.** For each construction contract with a price or value of work to be performed of more than Twenty-Five Thousand Dollars (\$25,000), Grantee shall obtain and maintain, directly or through its agents and/or contractors, performance bonds at least equal to the value of the work to be completed by such contractor. The cost of performance bonds required under this paragraph shall be an allowable cost reimbursable from Grant Funds.

10. Reporting.

(a) **Progress Reports.** Grantee shall provide Progress Reports to the Grantor with each request for payment. If no request for payment is submitted within any three-month period (quarterly) during the Term, Grantee shall submit a quarterly Progress Report to Grantor. The first quarterly reporting period shall begin on the first day of the calendar quarter following the Effective Date. The Progress Report shall include a description of all work

completed for each task, beginning and end dates of field work, proposed tasks and objectives for the previous quarter, and any recent significant events regarding the Eligible Project.

(b) **Completion Notice.** Within thirty (30) days after the Eligible Project is completed, whether on or before the Project Completion Date, Grantee shall notify Grantor in writing of completion of the Eligible Project (the “Completion Notice”).

11. Grantee Deliverables. Grantee shall provide or cause to be provided to Grantor each of the documents identified in this Section 11. No Grant Funds shall be paid to Grantee until Grantor receives the items described in paragraphs (a) through (c). The items described in paragraphs (d) and (e) must be provided to Grantor within six (6) months after the Effective Date.

(a) Copies of procurement documentation for all Eligible Project-related procurement, whether undertaken by Grantee or Collaborative Partner(s), including:

(i) Such documents prepared to comply with Section 8 of this Agreement including:

(1) A copy of the tabulations of bids received pursuant to any solicitation for bids;

(2) A copy of the selected proposal or bid response;

(3) A copy of the contract entered into with the selected bidder; and

(4) A copy of the written notice to proceed.

(ii) All documents must be submitted to Grantor prior to the first request for payment of Grant Funds. Following receipt of contract documents, Grantor may revise and amend the Eligible Project budget included in Exhibit I to this Agreement based on the selected contractor’s cost estimate.

(b) Evidence of insurance, including a copy of the declarations page or certificate of insurance showing Grantee or Collaborative Partner(s) has obtained (and maintains through the Grant Completion Date) comprehensive general liability insurance coverage as required by Section 9 of this Agreement.

(c) Proof of performance bonds, as required by Section 9 of this Agreement.

(d) All disbursement requests for Grant Funds as described in Section 2 of this Agreement, including Certifications of Expenditures of Match Moneys (if applicable).

(e) Progress Reports for the Eligible Project as required by Section 10 of this Agreement.

12. Records Maintenance and Access.

(a) **Maintenance of Records.** Grantee shall establish and maintain for at least three (3) years after the Expiration Date or any earlier termination date its records regarding this Agreement, the Grant Funds and the Eligible Project, including, but not limited to, financial reports and all other information pertaining to Grantee’s performance of its obligations under this Agreement. If any audit, dispute, or litigation is then pending, however, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.

(b) **Inspection and Copying.** At any time during normal business hours and upon not less than twenty-four (24) hours prior written notice, Grantee shall make available, and shall cause Collaborative Partner(s) to make available, to Grantor, its agents or other appropriate State agencies or officials all books and records regarding this Agreement, the Grant Funds and the Eligible Project which are in the possession or control of Grantee or Collaborative Partner(s), as the case may be. Grantor, its agents and other appropriate State agencies and officials may review, audit and make copies of such books and records. Grantor or the other inspecting agency or official shall use reasonable efforts to conduct its inspection of books and records in such a manner as not to interfere unreasonably with the normal business operations of Grantee or Collaborative Partner(s). Grantee or

Collaborative Partner(s) shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this Section 12(c) from Grantee's or Collaborative Partner(s)'s other records of operation. Grantee also authorizes, and shall cause Collaborative Partner(s) to authorize, Grantor to inspect the personnel records and corporate financial statements of Grantee or Collaborative Partner(s), respectively, including tax records and other similar information not open to public inspection. This inspection right does not require Grantee or Collaborative Partner(s) to waive any protections afforded by the attorney-client privilege or work product doctrine.

13. Adherence to State and Federal Laws and Regulations.

(a) General. Grantee shall comply with all applicable federal, State, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Eligible Project and the operation of the Eligible Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Eligible Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

(b) Ethics. In accordance with Executive Order 2011-03K, Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2011-03K, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 et seq., §§ 2921.01, 2921.42, 2921.421, and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

(c) Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any such person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

(d) Outstanding Liabilities. Grantee represents and warrants to Grantor that Grantee does not owe: (1) any delinquent taxes to the State or a Political Subdivision (as defined in the Program Policies) 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 or not the amounts owed are being contested in a court of law.

If Grantee owes any outstanding liability or liabilities, as described above in this Section 13 (d), or if Grantee is aware or becomes aware of any outstanding liability or liabilities owed by a Collaborative Partner(s) or any affiliate entities of a Collaborative Partner(s) at any point during the Term of this Agreement, Grantee shall immediately disclose to Grantor such liability or liabilities. Grantor shall not terminate this Agreement based solely on an outstanding liability or liabilities disclosed in accordance with the Section unless such liability or liabilities has or have a material impact on Grantee's or the Collaborative Partner(s)'s ability to perform any or all duties or obligations of Grantee under this Agreement or of Collaborative Partner(s) under any related agreement. This Section is not intended to require a Grantee or a Collaborative Partner(s) to waive any rights it may have to contest a claimed obligation or to pay, under protest or otherwise, a claimed obligation which is contested until the validity of the claimed obligation has been finally determined.

(e) Kickbacks. Grantee represents and warrants to Grantor that Grantee has not provided, attempted to provide, offered to provide, solicited, accepted, or attempted to accept any kickback, and Grantee covenants and agrees that Grantee, its employees and agents shall not provide, attempt to provide, offer to provide, solicit, accept, or attempt to accept any kickbacks during the Term of this Agreement; and Grantee has not knowingly included, directly or indirectly, the amount of any kickback in the estimated cost of this Eligible Project nor will knowingly include, directly or indirectly, the amount of any kickback into any request for reimbursement. Grantee will incorporate the requirements of this paragraph in all of its respective contracts or agreements with Collaborative Partner(s), including any legal affiliate of Collaborative Partner(s), contractor(s), and subcontractor(s), and Grantee will require Collaborative Partner(s) to incorporate such requirements in all subcontracts for work performed in furtherance of this Agreement.

(f) Falsification of Information. Grantee represents and warrants to Grantor that Grantee has made no false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds. Grantee acknowledges that any person who knowingly makes a false statement to obtain an award of financial assistance may be required under Ohio Revised Code § 9.66(C) to repay such financial assistance and shall be ineligible for any future economic development assistance from the State, any State agency or a Political Subdivision. In addition, 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 Ohio Revised Code § 2921.13(F)(1).

(g) Prevailing Wage. Construction of public improvements with public funds is subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115. Construction projects undertaken with financial assistance provided by the State under certain provisions of the Ohio Revised Code are also subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115. The Ohio Department of Commerce, Division of Industrial Compliance and Labor, makes all determinations about the application of prevailing wage requirements. Grantee shall comply, and shall cause its contractors and subcontractors to comply, with all prevailing wage requirements applicable to the Eligible Project. Grantee shall designate or cause to be designated an individual who shall perform the duties and responsibilities required by law of a prevailing wage coordinator for the Eligible Project.

(h) Public Records. Grantee acknowledges that this Agreement and other records in the possession or control of Grantee regarding the Eligible Project are public records under Ohio Revised Code § 149.43 and are open to public inspection unless a legal exemption applies. Grantee's non-public financial information may be exempt from disclosure under a trade secret exception to the public records law.

14. Default and Remedies

(a) Default. Grantee shall be in default of this Agreement if Grantee fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than thirty (30) days after written notice (a "Default Notice") from Grantor. During the thirty-day cure period, Grantee shall incur only those obligations or expenditures pre-approved by Grantor that are necessary to enable Grantee to continue its operations and achieve compliance with the terms and conditions of this Agreement. Grantee shall also be in default of this Agreement if Grantee is in default of any other agreement between Grantor and/or the Director of Grantor and Grantee and such default continues beyond any applicable period of cure or grace.

(b) Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:

- (i) Discontinue Disbursements. If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.
- (ii) Demand Repayment of Grant Funds or Liquidated Damages. Under the circumstances described in Section 3 of this Agreement, demand repayment of Grant Funds improperly expended and under the circumstances described in Sections 5 and 7 of this Agreement, demand liquidated damages as provided in Sections 5(e) and 7(d), respectively. Grantee shall not be required to refund Grant Funds or pay liquidated damages in an amount that exceeds the Grant Funds awarded.

(iii) Other Legal Remedies. Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.

(c) Early Termination. Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and Grantee, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for sixty (60) days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has terminated the Eligible Project. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the remedies available under paragraph (b) of this Section 14.

(d) Remedies Cumulative. No remedy provided to Grantor under this agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.

(e) Effects of Termination. Within sixty (60) days after termination of this Agreement following any default, Grantee shall provide Grantor with a final report setting forth the total expenditure of the Grant Funds by Grantee, the total actual cost of the Eligible Project, a written summary of all work completed and the status of the Eligible Project. The final report shall be signed and certified in the same manner as the reports required by Section 7 of this Agreement. This reporting obligation shall survive the termination of the Agreement.

(f) Grantor's Expenses. Grantee shall reimburse Grantor for all expenses, including, without limitation, reasonable attorneys' fees, in connection with the enforcement of this Agreement.

15. Indemnification.

Liability. Grantee shall maintain, or cause to be maintained, liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, Grantee agrees to be liable for the negligent acts or negligent omissions of Grantee, its employees, agents and contractors. Grantee shall defend itself and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability to Grantor.

16. Certification of Funds. None of the rights, duties and obligations of the parties under this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code including, without limitation, 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.

17. Notice. Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to Grantor:

Ohio Development Services Agency
77 South High Street, 26th Floor
P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: LGIF, Office of Redevelopment
Fax No.: (614) 466-4053

With copy to Chief Legal Counsel, Ohio
Development Services Agency

If to Grantee:

To the Project Manager
and Address as set forth on Page 1

18. Miscellaneous.

- (a) Governing Law. This Agreement shall be governed by the laws of the State as to all matters including, but not limited to, its validity, construction, effect and performance.
- (b) Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or State court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
- (c) Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- (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) Amendments. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment of this Agreement shall be in writing and shall specify the requested changes and the justification for each change. The parties shall review the request for amendment taking into consideration the statutes, policies and goals of the Eligible Project. If the parties concur on changes to the terms of this Agreement, an amendment shall be written, approved, and executed in the same manner as the Agreement. All amendments requested by Grantee must be received by Grantor at least thirty (30) days prior to any request for payment that includes the proposed change(s).
- (f) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.
- (g) Pronouns. The use of any gender pronoun shall be deemed to include the other gender, 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 used in construing this Agreement.

(i) Assignment. Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.

(j) Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

(k) Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

(l) Authorized Representative. The Grantee represents and warrants that the Grantee, through its authorized representative signing below, has full power and authority to execute and enter into this Grant Agreement.

Signature: Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date:

Grantee:

City of Oberlin

Grantor:

Ohio Development Services Agency

David Goodman


Director, Ohio Development Services Agency

By: _____

Printed Name: _____

Title: _____

Date: _____



Eric Norenberg
City Manager
3/12/13

By: _____

Printed Name: _____

Title: _____

Date: _____


Diane Lease
Chief Legal Counsel
4/5/13

Approved as to form:

By: _____

Eric R. Severs, Law Director

EXHIBIT I

Scope of Work and Project Budget

On 11/29/2012, the Local Government Innovation Council approved City of Oberlin's project, titled 'Oberlin Fuel Forward: Shared Strategies for Oberlin's Fleets', for up to **\$86,180** in grant funding. On 12/17/2012, the State Controlling Board approved the release of up to **\$86,180** from fund 5KN0, account line item 195640, Local Government Innovation Fund, for fiscal year 2013, to be used for eligible costs associated with the project.

The project will consist of the development of a plan to more efficiently manage fleets and assess the feasibility of and demand for alternative fueling solutions. A plan for fleet fuel and emission reductions is an important step for saving money and achieving carbon neutrality.

The City of Oberlin will work with the following collaborative partner(s) on the project: Lorain County Community College, Lorain County Joint Vocational School District, Lorain County Metro Parks, Oberlin City Schools, New Russia Township, Kendal at Oberlin, Republic Services, Custom Cleaning Services by Horton, Oberlin College.

Project costs are estimated to be **\$101,180.00**. The State Controlling Board-approved grant represents approximately 85.2 percent of the total project costs. City of Oberlin [if applicable: and its abovementioned collaborative partner(s)] is committed to funding the balance of the project, providing a match contribution of **\$15,000.00** representing approximately 14.8 percent of the total project costs.

Sources and uses of funds are as follows:

Sources of Funds

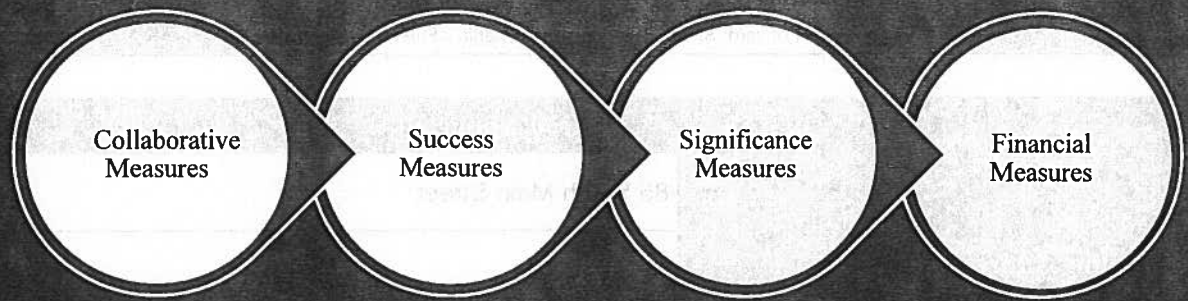
Local Government Innovation Fund Grant	\$86,180
Oberlin College/Oberlin Project In-Kind Match	\$ 5,000
City of Oberlin	\$ 5,000
Other partners In-Kind Match:	\$ 5,000
Lorain County Community College (tbd)	
Lorain County Joint Vocational School District (\$1,000)	
Oberlin School District (tbd)	
Republic Services (\$2,000)	
New Russia Township (tbd)	
Lorain County Metroparks (\$1,500)	
Custom Cleaning Services by Horton (tbd)	
Kendal at Oberlin (\$500)	
Total	\$101,180.00

Uses of Funds

Consultant Fees (eligible)	\$86,180
Project Partners Data Collection/Staff Time	\$15,000
Total	\$101,180.00

Work to be completed for the project shall be in accordance with the plan described in City of Oberlin's Local Government Innovation Fund grant application.

The final deliverables from City of Oberlin to the Ohio Development Services Agency will be: (1) an electronic copy of the completed study that attempts to identify a Return on Investment over a period of at least three years and (2) proof of adoption of the completed study.



Round 3: Application Form

Local Government Innovation Fund

Step One: Fill out this Application Form in its entirety.

Step Two: Fill out the online submission form and submit your application materials. All supplemental application materials should be combined into one file for submission.

LGIF: Applicant Profile

Lead Applicant	City of Oberlin
Project Name	Oberlin Fuel Forward: Shared Strategies for Oberlin's Fleets
Type of Request	Grant
Funding Request	\$86,180
JobsOhio Region	Northeast
Number of Collaborative Partners	9

Office of Redevelopment

Website: <http://development.ohio.gov/Urban/LGIF.htm>

Email: LGIF@development.ohio.gov

Phone: 614 | 995 2292

Lead Applicant	City of Oberlin	Round 3	
Project Name	Oberlin Fuel Forward: Shared Strategies for Oberlin's Fleets	Type of Request	Grant

Lead Applicant						
Mailing Address:	Address Line 1	85 South Main Street				
	Address Line 2					
	City	Oberlin	State	OH	Zip Code	44074
City, Township or Village		City		Population (2010)		8,286
County		Lorain		Population (2010)		301,356
Did the lead applicant provide a resolution of support?		<input checked="" type="checkbox"/> Yes (Attached) <input type="checkbox"/> No (In Process)				

Project Contact						
Complete the section below with information for the individual to be contacted on matters involving this application.						
Project Contact		Eric Norenberg		Title		City Manager
Mailing Address:	Address Line 1	85 South Main Street				
	Address Line 2					
	City	Oberlin	State	OH	Zip Code	44074
Email Address		enorenberg@cityofoberlin.com		Phone Number		(440) 775-7206

Fiscal Officer						
Complete the section below with information for the entity and individual serving as the fiscal agent for the project.						
Fiscal Officer		Sal Talarico		Title		Finance Director
Mailing Address:	Address Line 1	85 South Main Street				
	Address Line 2					
	City	Oberlin	State	OH	Zip Code	44074
Email Address		stalarico@cityofoberlin.com		Phone Number		(440) 775-7210
Is your organization registered in OAKS as a vendor?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				

Section 1

Contacts

Lead Applicant	City of Oberlin	Round 3
Project Name	Oberlin Fuel Forward: Shared Strategies for Oberlin's Fleets	Type of Grant

Single Applicant	
Is your organization applying as a single entity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Participating Entity: (1 point) for single applicants	0

Collaborative Partners	
Does the proposal involve other entities acting as collaborative partners?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Applicants applying with a collaborative partner are required to show proof of the partnership with a partnership agreement signed by each partner and resolutions of support from the governing entities. If the collaborative partner does not have a governing entity, a letter of support from the partnering organization is sufficient. Include these documents in the supporting documents section of the application.</p> <p>In the section below, applicants are required to identify population information and the nature of the partnership.</p> <p>Each collaborative partner should also be clearly and separately identified on pages 4-5.</p>	
Number of Collaborative Partners who signed the partnership agreement, and provided resolutions of support.	5
Participating Entity: (5 points) allocated to projects with collaborative partners.	5

Population					
The applicant is required to provide information from the 2010 U.S. Census information, available at: http://factfinder2.census.gov/					
Does the applicant (or collaborative partner) represent a city, township or village with a population of less than 20,000 residents?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
	List Entity				
	City of Oberlin				
	<table border="1"> <thead> <tr> <th>Municipality/Township</th> <th>Population</th> </tr> </thead> <tbody> <tr> <td>Municipality</td> <td>8,286</td> </tr> </tbody> </table>	Municipality/Township	Population	Municipality	8,286
	Municipality/Township	Population			
Municipality	8,286				
Does the applicant (or collaborative partner) represent a county with a population of less than 235,000 residents?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
	List Entity				
	City of Oberlin				
	<table border="1"> <thead> <tr> <th>County</th> <th>Population</th> </tr> </thead> <tbody> <tr> <td>Lorain County</td> <td>301,356</td> </tr> </tbody> </table>	County	Population	Lorain County	301,356
	County	Population			
Lorain County	301,356				
Population: (3-5 points) determined by the smallest population listed in the application. Applications from (or collaborating with) small communities are preferred.	5				

Section 2

Collaborative Partners

Lead Applicant	City of Oberlin	Round 3
Project Name	Oberlin Fuel Forward: Shared Strategies for Oberlin's Fleets	Type of Request Grant

Nature of Partnership (2000 character limit)

As agreed upon in the partnership agreement, please identify the nature of the partnership, and explain how the main applicant and the partners will work together on the proposed project.

The City of Oberlin believes opportunities exist to improve the efficiency of fleet operations that will lead to sustained cost savings, environmental benefits, and encourage the use of alternative fuels. To realize these benefits, the City has formalized partnerships with local entities including Oberlin City Schools, New Russia Township, Kendal at Oberlin, Lorain County Joint Vocational School, Lorain County Community College, Republic Services, Custom Cleaning Services, Lorain County Metro Parks, and Oberlin College. The City will select an experienced, neutral consulting firm to develop fuel- and cost-saving strategies for the partner fleets and to assess the feasibility of and demand for alternative fuels. Each partner has agreed to participate in a fleet assessment process by providing fleet data and information about fleet practices. Each fleet has also agreed to participate in discussions to identify community-wide strategies for fuel use reduction and adoption of alternative fuels. The partners will attend a series of facilitated workshops to learn about alternative fuels, receive fleet-specific recommendations for fuel use reduction plans, and to discuss strategies to advance the use of alternative fuels in the community. Input will be gathered from fleet partners and other agencies in order to assess alternative fuel infrastructure development options. Recommendations will be provided about the type and potential locations for alternative fuel stations that will inform the City's efforts to expand the use of alternative fuels. The lessons learned and strategies identified will be shared in written and verbal forums to help the City promote its goals and to provide information to others fleets and communities that wish to adopt fuel-saving and alternative fuel strategies.

Section 2

Collaborative Partners

List of Partners

The applicant applying with collaborative partners (defined in §1.03 of the LGIF Policies) must include the following information for each applicant:

- **Name of collaborative partners**
- **Contact Information**
- **Population data (derived from the 2010 U.S. Census)**

If the project involves more than 12 collaborative partners, additional forms are available on the LGIF website.

Lead Applicant	City of Oberlin	Round 3	
Project Name	Oberlin Fuel Forward: Shared Strategies for Oberlin's Fleets	Type of Request	Grant

Collaborative Partners Number 1	Lorain County Community College								
Address Line 1	1005 North Abbe Road				Population				
Address Line 2					Municipality /Township	Municipality	Population	54,581	
City	Elyria	State	OH	Zip Code	44035	County	Lorain	Population	301,356
Email Address	cdeoreo@lorainccc.edu					Phone Number	(440) 366-4214		
Resolution of Support	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					Signed Agreement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Collaborative Partners Number 2	Lorain County Joint Vocational School								
Address Line 1	15181 Ohio 58				Population				
Address Line 2					Municipality /Township	Municipality	Population	8,286	
City	Oberlin	State	OH	Zip Code	44074	County	Lorain	Population	301,356
Email Address	smerlone@lcjvs.net					Phone Number	(440) 774-1051		
Resolution of Support	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					Signed Agreement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Collaborative Partners Number 3	Oberlin City Schools								
Address Line 1	153 North Main Street				Population				
Address Line 2					Municipality /Township	Municipality	Population	8,286	
City	Oberlin	State	OH	Zip Code	44074	County	Lorain	Population	301,356
Email Address	jschroth@oberlinschools.org					Phone Number	(440) 776-4551		
Resolution of Support	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					Signed Agreement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Collaborative Partners Number 4	New Russia Township								
Address Line 1	45440 Butternut Ridge Road				Population				
Address Line 2					Municipality /Township	Township	Population	2,515	
City	Oberlin	State	OH	Zip Code	44074	County	Lorain	Population	301,356
Email Address	fasnrt@oberlin.net					Phone Number	(440) 935-0678		
Resolution of Support	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					Signed Agreement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Lead Applicant	City of Oberlin	Round 3
Project Name	Oberlin Fuel Forward: Shared Strategies for Oberlin's Fleets	Type of Request Grant

Collaborative Partners Number 5	Kendal at Oberlin							
Address Line 1	600 Kendal Drive				Population			
Address Line 2					Municipality /Township	Municipality	Population 8,286	
City	Oberlin	State	OH	Zip Code	44074	County	Lorain	Population 301,356
Email Address	dsmith@kao.kendal.org				Phone Number	(440) 775-9832		
Resolution of Support	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				Signed Agreement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Collaborative Partners Number 6	Lorain County Metroparks							
Address Line 1	12882 Diagonal Road				Population			
Address Line 2					Municipality /Township	Township	Population 1,815	
City	LaGrange	State	OH	Zip Code	44050	County	Lorain	Population 301,356
Email Address	mbeursken@metroparks.cc				Phone Number	(440) 458-4104		
Resolution of Support	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				Signed Agreement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Collaborative Partners Number 7	Republic Services							
Address Line 1	3619 Gracemont				Population			
Address Line 2	Street SW				Municipality /Township	Township	Population 2,515	
City	East Sparta	State	OH	Zip Code	44626	County	Lorain	Population 301,356
Email Address	jkraus@republicservices.com				Phone Number	(330) 874-3855		
Resolution of Support	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				Signed Agreement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Collaborative Partners Number 8	Custom Cleaning Services							
Address Line 1	305 Artino Street				Population			
Address Line 2					Municipality /Township	Municipality	Population 8,286	
City	Oberlin	State	OH	Zip Code	44074	County	Lorain	Population 301,356
Email Address	CAHortinc@aol.com				Phone Number	(440) 744-1222		
Resolution of Support	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				Signed Agreement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Section 2

Collaborative Partners

Lead Applicant	City of Oberlin	Round 3	
Project Name	Oberlin Fuel Forward: Shared Strategies for Oberlin's Fleets	Type of Request	Grant

Collaborative Partners Number 9	Oberlin College								
Address Line 1	173 West Lorain Street				Population				
Address Line 2					Municipality /Township	Municipality	Population	8,286	
City	Oberlin	State	OH	Zip Code	44074	County	Lorain	Population	301,356
Email Address	rlamppa@oberlin.edu					Phone Number	(440) 775-8422		
Resolution of Support	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					Signed Agreement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Collaborative Partners Number 10									
Address Line 1					Population				
Address Line 2					Municipality /Township		Population		
City		State		Zip Code		County		Population	
Email Address						Phone Number			
Resolution of Support	<input type="checkbox"/> Yes <input type="checkbox"/> No					Signed Agreement	<input type="checkbox"/> Yes <input type="checkbox"/> No		

Collaborative Partners Number 11									
Address Line 1					Population				
Address Line 2					Municipality /Township		Population		
City		State		Zip Code		County		Population	
Email Address						Phone Number			
Resolution of Support	<input type="checkbox"/> Yes <input type="checkbox"/> No					Signed Agreement	<input type="checkbox"/> Yes <input type="checkbox"/> No		

Collaborative Partners Number 12									
Address Line 1					Population				
Address Line 2					Municipality /Township		Population		
City		State		Zip Code		County		Population	
Email Address						Phone Number			
Resolution of Support	<input type="checkbox"/> Yes <input type="checkbox"/> No					Signed Agreement	<input type="checkbox"/> Yes <input type="checkbox"/> No		

Section 2 Collaborative Partners

Lead Applicant	City of Oberlin	Round 3	
Project Name	Oberlin Fuel Forward: Shared Strategies for Oberlin's Fleets	Type of Request	Grant

Identification of the Type of Award	Feasibility Study
Targeted Approach	Efficiency

Project Description (4000 character limit)

Please provide a general description of the project. The information provided will be used for council briefings, program, and marketing materials.

The Oberlin Fuel Forward project is a collaborative effort between the City of Oberlin and 9 other local public and private fleet partners to improve fleet energy efficiency and plan for alternative fuels. The City will select an experienced, neutral consulting firm, to develop fuel- and cost-saving strategies for the partner fleets and to assess the feasibility of and demand for alternative fuels. This project will result in action plans to reduce fuel costs and emissions by 15% over three years and identify strategies to adopt alternative fuels. Improving fleet efficiency and encouraging the use of alternative fuels are important steps toward achieving our goal that Oberlin, Ohio will be the first climate positive city in the United States. To promote the expanded adoption of alternative fuels in Lorain County and throughout Ohio, a case study about each fleet's progress as well as the complete process and methodology for calculating potential demand for alternative fuels will be published on cityofoberlin.com. Focus areas are as follows:

- (1) **Fleet Footprint:** consulting services for each fleet partner. The process begins with an on-site visit with each fleet manager to begin the data-gathering process and prepare for measuring baseline fuel use and greenhouse gas emissions. On-site interviews will direct the research and inform evidence-based recommendations for behavioral and operational changes that can improve fleet efficiency. The unique fleet attributes will then be applied to measuring potential demand for alternative fuels and vehicles. A scenario-based analysis of the financial and environmental impacts of incorporating alternative fuel vehicles will provide fleet managers with objective information for vehicle purchasing decisions in the future.
- (2) **Fuel Strategies:** planning for infrastructure. A thorough feasibility analysis will measure potential demand for alternative fuels including compressed natural gas, propane, electric/hybrid, and biofuels. The consultant will work with the City and project partners to understand the logistical considerations for siting new infrastructure in a way that maximizes the potential for shared services. Further research and geospatial analysis by the consultant will identify optimal locations and financial requirements for infrastructure development. The consultant will use several financial models developed by the U.S. Department of Energy to assess the financial soundness of infrastructure investments for various alternative fuel technologies. Key stakeholders for this process include the City of Oberlin and the largest fleet partner, Republic Services. As the fuel strategy develops, the consultant will engage directly with the largest potential users via conference calls and on-site working meetings.
- (3) **Shared Solutions:** structured workshops over a one-year period for fleet partners. The first workshop will be the project kick-off meeting where each fleet partner will learn about available alternative fuels, efficient driving behaviors, and strategies for fleet management. The second workshop will take place after each fleet partner receives a completed fleet analysis summary report. By debriefing as a group, fleet partners will learn each other's shared challenges and collaborate to find viable next steps toward improved fleet efficiency and adoption of alternative fuels through shared services. The group will define strategies to meet a 15% fuel reduction goal and discuss alternative fuel infrastructure development from the fleet user's perspective. The third and final workshop will take place 1 month before the project is completed. The draft fuel study report will be shared with all partners ahead of time and the meeting will provide an opportunity to gather feedback and address issues that could hinder capital equipment sharing and the adoption of an alternative fuel infrastructure development strategy.

Lead Applicant	City of Oberlin	Round 3	
Project Name	Oberlin Fuel Forward: Shared Strategies for Oberlin's Fleets	Type of Request	Grant

Past Success	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Past Success (5 points)	5

Provide a summary of past efforts to implement a project to improve efficiency, implement shared services, coproduction, or a merger. (1000 character limit)

The Oberlin Project is a joint effort of the City of Oberlin, Oberlin College, and private and institutional partners to improve the resilience, prosperity, and sustainability of our community. Many of the partners in this application are also Oberlin Project partners. The Oberlin Fire Department provides services to a portion of New Russia Township. The City partnered with Pittsfield Township on a development plan that reduces barriers to annexation of unincorporated property and allows for revenue sharing. The City and local schools formalized an agreement that defines equitable values for shared facility and athletic field use and hope to expand the agreement to include shared fleet services. Oberlin is a charter member of American Municipal Power which supports partnerships to generate and deliver electricity. The City and County are currently developing a cooperative agreement for storm water management.

Scalable/Replicable Proposal	<input type="checkbox"/> Scalable <input type="checkbox"/> Replicable <input checked="" type="checkbox"/> Both
Scalable/Replicable (10 points)	10

Provide a summary of how the applicant's proposal can be replicated by other local governments or scaled for the inclusion of other local governments. (1000 character limit)

Many communities are eager to understand the costs and benefits associated with establishing alternative fuel infrastructure and encouraging the use of alternative fuel vehicles. This project will provide detailed case studies and methodologies for assessing potential demand for alternative fuels, planning for infrastructure development, and engaging fleet partners in fleet efficiency strategies. With a broad scope of partners, each case study will promote replicability within multiple sectors. Also, the study will identify station locations and fuel types which will attract public and private entities interested in alternative fueling solutions.

Section 3
Project Information

Probability of Success	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Probability of Success (5 points)	5

Provide a summary of the likelihood of the grant study recommendations being implemented. Applicants requesting a loan should provide a summary of the probability of savings from the loan request. (1000 character limit)

As signers of the Clinton Foundation Climate Positive Development Program, the City of Oberlin and Oberlin College are committed to reducing Oberlin's greenhouse gas emissions below zero by 2050 and 2025 respectively. To achieve our climate positive commitment, we must as a community shift to renewable energy sources, radically improve efficiency, sharply reduce our carbon emissions, and improve our economy in the process. With this mission in mind, the grant project focuses on guiding the partners toward efficiency and behavioral changes with immediate benefits. With the high cost of gasoline prices and commitment to carbon neutrality, a high return on investment is likely and implementation of recommendations will be necessary to achieve the goals set forth in the City of Oberlin's Climate Action Plan. Scenarios for alternative fuel vehicles and an assessment of the necessary local fueling solutions will provide preliminary information to guide future investment decisions.

Lead Applicant	City of Oberlin	Round 3
Project Name	Oberlin Fuel Forward: Shared Strategies for Oberlin's Fleets	Type of Request Grant

Performance Audit Implementation/Cost Benchmarking	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Performance Audit/Benchmarking (5 points)	0
<p>If the project is the result of recommendations from a performance audit provided by the Auditor of State under Chapter 117 of the Ohio Revised Code or a cost benchmarking study, please attach a copy with the supporting documents. In the section below, provide a summary of the performance audit or cost benchmarking study. (1000 character limit)</p>	

Economic Impact	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Economic Impact (5 points)	5
<p>Provide a summary of how the proposal will promote a business environment (through a private business relationship) and/or provide for community attraction. (1000 character limit)</p>	
<p>The final documents will present a business case for alternative fueling stations and the purchase of alternative fuel vehicles. As these vehicles are deployed the Lorain County Joint Vocational School will be in a position to train students in advanced auto technologies skills that will be in high demand. The feasibility study will assess the users and amount of fuel that could be purchased locally through a new vendor. Once the alternative fuels are available locally this will provide opportunities for residents and businesses to take advantage of decreased fuel cost and they will have a choice when purchasing a vehicle.</p>	

Section 3

Project Information

Response to Economic Demand	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Response to Economic Demand (5 points)	5
<p>Provide a summary of how the project responds to substantial changes in economic demand for local or regional government services. The narrative should include a description of the current service level. (1000 character limit)</p>	
<p>Our community must promote and develop a more affordable, accessible and environmentally-friendly transportation system, save money and energy in the process, reduce our reliance on imported oil and promote home-grown clean energy resources. The Oberlin Fuel Forward partners are setting an example for other fleets and laying the groundwork for a new paradigm for more efficient fleets and cleaner fuels in our community. This project is a step towards better allocation our transportation resources and investment in local infrastructure development, particularly for natural gas and electric vehicles. It also demonstrates our commitment to creating a climate positive city that provides economic and environmental benefits to all residents.</p>	

Budget Information

General Instructions

- Both the Project Budget and Program Budgets are required to be filled out in this form.
- Consolidate budget information to fit in the form. Additional budget detail may be provided in the budget narrative or in an attachment in Section 5: Supplemental Information.

Project Budget:

- The Project Budget justification must be explained in the Project Budget Narrative section of the application. This section is also used to explain the reasoning behind any items on the budget that are not self explanatory, and provide additional detail about project expenses.
- The Project Budget should be for the period that covers the entire project. The look-back period for in-kind contributions is two (2) years. These contributions are considered a part of the total project costs.
- For the Project Budget, indicate which entity and revenue source will be used to fund each expense. This information will be used to help determine eligible project expenses.
- Please provide documentation of all in-kind match contributions in the supporting documents section. For future in-kind match contributions, supporting documentation will be provided at a later date.

Program Budget:

- Six (6) years of Program Budgets should be provided. The standard submission should include three years previous budgets (actual), and three years of projections including implementation of the proposed project. A second set of three years of projections (one set including implementation of this program, and one set where no shared services occurred) may be provided in lieu of three years previous if this does not apply to the proposed project.
- Please use the Program Budget Narrative section to explain any unusual activities or expenses, and to defend the budget projections. If the budget requires the combining of costs on the budget template, please explain this in the narrative.

Return on Investment:

- A Return on Investment calculation is required, and should reference cost savings, cost avoidance and/or increased revenues indicated in the budget projection sections of the application. Use the space designated for narrative to justify this calculation, using references when appropriate.

For Loan Applications only:

- Using the space provided, outline a loan repayment structure.
- Attach three years prior financial documents related to the financial health of the lead applicant (balance sheet, income statement, and a statement of cash flows).

Lead Applicant	City of Oberlin	Round 3	
Project Name	Oberlin Fuel Forward: Shared Strategies for Oberlin's Fleets	Type of Request	Grant

Project Budget

Sources of Funds

LGIF Request: \$86,180

Cash Match (List Sources Below):

Source:	
Source:	
Source:	
Source:	

In-Kind Match (List Sources Below):

Source:	The City of Oberlin	\$5,000
Source:	Project Partners	\$5,000
Source:	Oberlin College/Oberlin Project	\$5000

Total Match: \$15,000

Total Sources: \$101,180

Uses of Funds

	Amount	Revenue Source
Consultant Fees:	\$86,180	LGIF Request
Legal Fees:		
Other: City of Oberlin Staff Time	\$5,000	In-Kind Match
Other: Project Partners	\$5,000	In-Kind Match
Other: Oberlin College/Oberlin Project	\$5,000	In-Kind Match
Other:		
Other:		
Other:		
Other:		
Other:		

Total Uses: \$101,180

Local Match Percentage: 14.83%

* Please note that this match percentage will be included in your grant/loan agreement and cannot be changed after awards are made.

Local Match Percentage = (Match Amount/Project Cost) * 100 (10% match required)

☒ 10-39.99% (1 point) ☐ 40-69.99% (3 points) ☐ 70% or greater (5 points)

Project Budget Narrative: Use this space to justify any expenses that are not self-explanatory.

See attached Project Budget Narrative and Timeline

Lead Applicant		City of Oberlin		Round 3	
Project Name		Oberlin Fuel Forward: Shared Strategies for Oberlin's Fleets		Type of Request	
				Grant	
Program Budget					
Actual <input checked="" type="checkbox"/>	Projected <input type="checkbox"/>	FY 2009	FY 2010	FY 2011	
Expenses		Amount	Amount	Amount	
Salary and Benefits					
Contract Services					
Occupancy (rent, utilities, maintenance)					
Training and Professional Development					
Insurance					
Travel					
Capital and Equipment Expenses					
Supplies, Printing, Copying, and Postage					
Evaluation					
Marketing					
Conferences, meetings, etc.					
Administration					
*Other - Gasoline		\$363,375	\$377,334	\$398,858	
*Other - Diesel		\$96,071	\$104,396	\$107,353	
*Other -					
TOTAL EXPENSES		\$459,446	\$481,730	\$506,211	
		Revenues	Revenues	Revenues	
Contributions, Gifts, Grants, and Earned Revenue					
Local Government:					
Local Government:					
Local Government:					
State Government					
Federal Government					
*Other -					
*Other -					
*Other -					
Membership Income					
Program Service Fees					
Investment Income					
TOTAL REVENUES		\$0	\$0	\$0	

Program Budget			
Actual	Projected <input checked="" type="checkbox"/>	FY 2013	FY 2015
Expenses		Amount	Amount
Salary and Benefits			
Contract Services			
Occupancy (rent, utilities, maintenance)			
Training and Professional Development			
Insurance			
Travel			
Capital and Equipment Expenses			
Supplies, Printing, Copying, and Postage			
Evaluation			
Marketing			
Conferences, meetings, etc.			
Administration			
*Other - Gasoline		\$378,916	\$341,971
*Other - Diesel		\$101,986	\$92,042
*Other -			
TOTAL EXPENSES		\$480,902	\$434,013
		Revenues	Revenues
Contributions, Gifts, Grants, and Earned Revenue			
Local Government:			
Local Government:			
Local Government:			
State Government			
Federal Government			
*Other -			
*Other -			
*Other -			
Membership Income			
Program Service Fees			
Investment Income			
TOTAL REVENUES		\$0	\$0

Lead Applicant	City of Oberlin	Round 3
Project Name	Oberlin Fuel Forward: Shared Strategies for Oberlin's Fleets	Grant
Type of Request		

Program Budget

Use this space to justify the program budget and/or explain any unusual revenues or expenses (6000 characters max).

To calculate the cost savings that would result from this project, we used fuel consumption data from each fleet partner over the past 3 years and applied our target goal of a 15% reduction in fuel use by the end of FY 2015. Although different partners paid variable prices per gallon for fuel, we used a fixed annual price to calculate costs in order to better illustrate the cost savings that result from efficiency rather than due to price fluctuations. Historical fuel use combined totals (in gallons) are as follows:

2009-10: \$459,446	
132,136 gallons gasoline @ \$2.75/gallon = \$363,375	38,428 gallons diesel @ \$2.50/gallon = \$96,071
2010-11: \$481,730	
125,778 gallons gasoline @ \$3.00/gallon = \$377,334	37,284 gallons diesel @ 2.80/gallon = \$104,396
2011-12: \$506,212	
122,726 gallons gasoline @ \$3.25/gallon = \$398,858	30,032 gallons diesel @ \$3.25/gallon = \$107,353

As fuel prices rose, gasoline consumption decreased by 2-4% per year and diesel consumption decreased by 5-17% per year. We expect that this project will result in an additional 15% reduction in fuel costs over 3 years through the implementation of new efficiency measures and potential group fuel purchasing agreements. The savings will not require additional investment. The University of Michigan Transportation Research Institute estimates that a combination of strategic, tactical, and operational decisions can reduce on-road fuel economy by up to 45% (see attached study). We are confident that our cost savings goal of 15% is reasonable and conservative target based on the partner's willingness to collaboratively improve fleet management and driver practices.

The Program Budget projection reflects a 5% reduction in fuel costs each year for 3 years which allows time to adopt and achieve sustained changes in driver behavior and fleet management. We used a constant fuel price of \$3.25/gallon for diesel and gasoline in our calculations. The projected savings compared to FY 2012 are \$25,311 in FY 2013, \$49,356 in FY 2014, and \$72,198 in FY 2015. The total savings over the 3-year projection is \$146,865.

The diesel fuel consumption from Republic Services is disproportionately large (1.45 million gallons/year) and the nature of the business requires aggressive efficiency measures. Republic Services' diesel fuel use was excluded from the totals and 15% savings goal so as not to skew the projected savings and ROI calculations. The benefit of including Republic Services in this project is to involve a major fuel consumer in the very early discussions about alternative fuel use in the community.

Since an alternative fuel strategy for the City of Oberlin is yet to be identified and will likely include a mix of fuels, the required capital investment in infrastructure and assets is unknown. We consider infrastructure development and vehicle deployment to be a separate program with a distinct project scope of work that will be informed by this project to understand fleets in the community and reduce fuel costs through efficiency measures.

Section 4: Financial Information Scoring	
<input checked="" type="checkbox"/>	(5 points) Applicant provided complete and accurate budget information and narrative justification for a total of six fiscal years.
<input type="checkbox"/>	(3 points) Applicant provided complete and accurate budget information and for at least three fiscal years.
<input type="checkbox"/>	(1 point) Applicant provided complete and accurate budget information for less than three fiscal years.

Lead Applicant	City of Oberlin	Round 3
Project Name	Oberlin Fuel Forward: Shared Strategies for Oberlin's Fleets	Type of Request Grant

Return On Investment

Return on Investment is a performance measure used to evaluate the efficiency of an investment. To derive the expected return on investment, divide the net gains of the project by the net costs. For these calculations, please use the implementation gains and costs, NOT the project costs (the cost of the feasibility, planning, or management study)--unless the results of this study will lead to direct savings without additional implementation costs. The gains from this project should be derived from the prior and future program budgets provided, and should be justified in the return on investment narrative.

Return on Investment Formulas:

Consider the following questions when determining the appropriate ROI formula for the project. Check the box of the formula used to determine the ROI for the project. These numbers should refer to savings/revenues illustrated in projected budgets.

Do you expect cost savings from efficiency from the project?

☒ Use this formula:
$$\frac{\text{Total \$ Saved}}{\text{Total Program Costs}} * 100 = \text{ROI}$$

Do you expect cost avoidance from the implementation of the project/program?

☐ Use this formula:
$$\frac{\text{Total Cost Avoided}}{\text{Total Program Costs}} * 100 = \text{ROI}$$

Do you expect increased revenues as a result of the project/program?

☐ Use this formula:
$$\frac{\text{Total New Revenue}}{\text{Total Program Costs}} * 100 = \text{ROI}$$

Expected Return on Investment =
$$\frac{\$146,865}{\$96,080} * 100 = 152.86\%$$

Return on Investment Justification Narrative: In the space below, briefly describe the nature of the expected return on investment, using references when appropriate. (1300 character limit)

The total annual fuel costs without the project are estimated at \$506,212 for all the fleet partners (with the exception of Republic Services diesel fuel use). This project will result in a direct savings of \$146,865 over 3 years at constant fuel prices and without additional investment costs. Therefore, we used the total project cost of \$96,080 in our ROI calculation. The findings of this project will likely lead to new investments by the project partners in the future but we do not consider those investments to be within the scope of this project or program budget.

Expected Return on Investment is:

☐ Less than 25% (10 points) ☐ 25%-74.99% (20 points) ☒ Greater than 75% (30 points)

Questions about how to calculate ROI? Please contact the Office of Redevelopment at 614-995-2292 or lgif@development.ohio.gov

Section 4

Financial Information

Lead Applicant	City of Oberlin	Round 3	
Project Name	Oberlin Fuel Forward: Shared Strategies for Oberlin's Fleets	Type of Request	Grant

Loan Repayment Structure

Please outline the preferred loan repayment structure. At a minimum, please include the following: the entities responsible for repayment of the loan, all parties responsible for providing match amounts, and an alternative funding source (in lieu of collateral). Applicants will have two years to complete the project upon execution of the loan agreement, and the repayment period will begin upon the final disbursement of the loan funds. A description of expected savings over the term of the loan may be used as a repayment source.

Section 4

Financial Information

Applicant demonstrates a viable repayment source to support loan award. Secondary source can be in the form of a debt reserve, bank participation, a guarantee from a local entity, or other collateral (i.e. emergency, rainy day, or contingency fund, etc).

☐

Applicant clearly demonstrates a secondary repayment source (5 points)

☐

Applicant does not have a secondary repayment source (0 points)

Lead Applicant	City of Oberlin	Round 3	
Project Name	Oberlin Fuel Forward: Shared Strategies for Oberlin's Fleets	Type of Request	Grant

Scoring Overview

Section 1: Collaborative Measures

Collaborative Measures	Description	Max Points	Applicant Self Score
Population	Applicant's population (or the population of the area(s) served) falls within one of the listed categories as determined by the U.S. Census Bureau. Population scoring will be determined by the smallest population listed in the application. Applications from (or collaborating with) small communities are preferred.	5	5
Participating Entities	Applicant has executed partnership agreements outlining all collaborative partners and participation agreements and has resolutions of support. (Note: Sole applicants only need to provide a resolution of support from its governing entity.	5	5

Section 2: Success Measures

Past Success	Applicant has successfully implemented, or is following project guidance from a shared services model, for an efficiency, shared service, coproduction or merger project in the past.	5	5
Scalable/Replicable Proposal	Applicant's proposal can be replicated by other local governments or scaled for the inclusion of other local governments.	10	10
Probability of Success	Applicant provides a documented need for the project and clearly outlines the likelihood of the need being met.	5	5

Section 3: Significance Measures

Performance Audit Implementation/Cost Benchmarking	The project implements a single recommendation from a performance audit provided by the Auditor of State under Chapter 117 of the Ohio Revised Code or is informed by cost benchmarking.	5	0
Economic Impact	Applicant demonstrates the project will a promote business environment (i.e., demonstrates a business relationship resulting from the project) and will provide for community attraction (i.e., cost avoidance with respect to taxes)	5	5
Response to Economic Demand	The project responds to current substantial changes in economic demand for local or regional government services.	5	5

Section 4: Financial Measures

Financial Information	Applicant includes financial information (i.e., service related operating budgets) for the most recent three years and the three year period following the project. The financial information must be directly related to the scope of the project and will be used as the cost basis for determining any savings resulting from the project.	5	5
Local Match	Percentage of local matching funds being contributed to the project. This may include in-kind contributions.	5	1
Expected Return	Applicant demonstrates as a percentage of savings (i.e., actual savings, increased revenue, or cost avoidance) an expected return. The return must be derived from the applicant's cost basis.	30	30
Repayment Structure (Loan Only)	Applicant demonstrates a viable repayment source to support loan award. Secondary source can be in the form of a debt reserve, bank participation, a guarantee from a local entity, or other collateral (i.e., emergency fund, rainy day fund, contingency fund, etc.).	5	0
Total Points			76