

CITY OF OBERLIN, OHIO

RESOLUTION No. R15-14 CMS

A RESOLUTION AUTHORIZING THE CITY MANAGER TO FILE AN APPLICATION WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES, DIVISION OF FORESTRY FOR A 2015 LAKE ERIE WATERSHED CANOPY RESTORATION GRANT PROGRAM, BLACK RIVER WATERSHED TREE PLANTING GRANT AND DECLARING AN EMERGENCY

WHEREAS, the USDA Forest Service is making funding available through the Ohio Department of Natural Resources, Division of Forestry to aid local jurisdictions in the Cuyahoga River and Black River watersheds; and

WHEREAS, the goals of the grant program are to assist local governments in the replacement of ash trees lost to the emerald ash borer, to improve watershed health, to enhance the quality of life in the community and to promote urban forestry and its benefits including increased property values, reduced erosion and stormwater runoff, improved wildlife habitat and to moderate the impact of the urban heat island effect.

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

SECTION 1. That the City Manager is hereby authorized and directed to prepare and file an application with the Ohio Department of Natural Resources, Division of Forestry for a 2015 Lake Erie Watershed Canopy Restoration Grant Program, Black River Watershed Tree Planting Grant.

SECTION 2. That the City Manager is hereby authorized to accept said grant funds under the terms and conditions defined in the grant application and the grant agreement, if the application is approved.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department, to wit: in order to allow for the filing of an Ohio Department of Natural Resources, Division of Forestry grant application in a timely manner", and shall take effect immediately upon passage.

PASSED: 1st Reading: December 7, 2015 (E)

2nd Reading: _____

3rd Reading: _____

ATTEST:



BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL



H. SCOTT BROADWELL
PRESIDENT OF COUNCIL

POSTED: 12/08/2015

EFFECTIVE DATE: 12/07/2015

**OHIO DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY SUB-AWARD AGREEMENT**

ORIGINAL

**GLRI: REDUCING URBAN RUN-OFF, ENGAGING COMMUNITIES, AND
RESTORING TREE CANOPY IN THE BLACK RIVER AOC**

(2015 Lake Erie Watershed Canopy Restoration Grant Program)

(Federal Awarding Agency: US Forest Service)

(Federal Award Identification Number: 15-DG-11420004-018)

(C.F.D.A. Number: 10.675, Urban and Community Forestry)

(Federal Award Indirect Rate: 51.97%)

(Federal Award Date: February 13, 2015)

(Total Award Amount: \$100,000)

02-19-15 10:10 RCVD

02-09-16 12:52 RCVD

THIS AGREEMENT is made and entered into by and between the Director of the Department of Natural Resources (ODNR), through the Chief of the Division of Forestry (DOF), hereinafter referred to as the DEPARTMENT located at 2045 Morse Rd. H-1, Columbus, OH 43229, pursuant to O.R.C. 1503.011 and 1501.02 and the City of Oberlin (DUNS #074550401), hereinafter referred to as the GRANTEE.

ODNR-Columbus
Division of Forestry

JAN 13 2015

WITNESSETH:

WHEREAS the purpose of this grant is to aid local jurisdictions in the response and recovery of urban forests from the Emerald Ash Borer through the planting of trees along public rights-of-way or on other public lands; and

WHEREAS the GRANTEE has met the requirements and has been approved by the DEPARTMENT as eligible to receive this grant; and

WHEREAS the grant funds have been received by the DEPARTMENT and have been encumbered by Commitment Record Number 00000 32813, and are so certified by the Director, Office of Budget Management on February 1, 2016. In accordance with Section 126.07 of the Ohio Revised Code, obligations of the Department under this Agreement shall not be valid and enforceable unless the Director of the Office of Budget and Management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations. If the Ohio General Assembly fails to continue funding for expenditures hereunder, this Agreement will terminate as of the date that the funding expires, and the Department will have no further obligation to make any payments.

NOW, THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

A. GRANT AWARD AND APPROVED ACTIVITIES

1. The DEPARTMENT hereby awards to the GRANTEE a grant of **\$15,000.00** for planting of trees along public rights-of-way or on other public lands.
2. The GRANTEE shall provide at minimum, a local match equal to the above mentioned pass-through grant amount.
3. The DEPARTMENT shall make one reimbursement payment to the GRANTEE upon completion of the entire project. Payment shall be made upon the Division's review

and approval of a GRANTEE-submitted final financial statement and report, identifying total project costs and project results.

4. The GRANTEE shall attach to this Agreement a signed resolution by council authorizing the GRANTEE to accept this grant award and to implement the activities described in the GRANTEE's application packet.
5. The GRANTEE shall obtain prior written approval from the DEPARTMENT to revise or change the approved project activities and/or approved expenditures.
6. This AGREEMENT shall commence on the **date of the last signature on page 5** and shall terminate on **August 30, 2016**.
7. The GRANTEE shall not implement this project until receipt of a notice to proceed.
8. Within 30 days after this agreement's termination date, the GRANTEE will submit final financial statements and reports identifying project costs and results.

B. GENERAL PROVISIONS

1. The GRANTEE shall carry out the aforementioned project and administer this grant in accordance with all applicable federal, state and local laws, and all terms of this AGREEMENT. GRANTEE hereby agrees to follow the provisions as outlined in the subparts A through F of the 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. GRANTEE also hereby agrees to follow the regulations found in 2 CFR 200.330 through 200.332.
2. The DEPARTMENT shall at any reasonable time have the right of access to and right to audit any and all books and financial records pertinent to the administration and operation of this grant and said books and records shall be kept in a common file to facilitate audits and inspections for a period of three years from completion date.
3. The state of Ohio is self-insured for the indemnification of its officers and employees in the maximum aggregate amount of one million dollars per occurrence in accordance with section 9.87 of the Ohio Revised Code. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed that ODNR does not indemnify GRANTEE. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall ODNR be liable for indirect, consequential, incidental, special, liquidated, or punitive damages or lost profits even if it has been advised of the possibility of such loss or damage.
4. The DEPARTMENT or the GRANTEE may, at any time after execution of this AGREEMENT, terminate the grant, in whole or in part, upon written notification to the other. In the event of such termination, the GRANTEE shall not incur any new obligations, shall make a good faith effort to cancel as many outstanding obligations as possible, and shall be paid for any noncancelable expenditures incurred prior to

termination. Any unused funds shall be returned to the DEPARTMENT within forty-five (45) days of such termination.

5. The GRANTEE certifies that neither it nor its employees are public employees of the DEPARTMENT under federal and state law for tax, retirement deduction, and Workers' Compensation purposes, and that it carries Workers' Compensation coverage.
6. The GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as that term is defined in the Americans with Disabilities Act. The GRANTEE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, sexual orientation, or any disability. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the DEPARTMENT setting forth the provisions of this nondiscrimination clause. The GRANTEE further agrees to comply with all pertinent provisions contained in O.R.C. Section 125.111.
7. The GRANTEE shall, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as that term is defined in the Americans with Disabilities Act.
8. The GRANTEE shall cooperate with the State Equal Employment Opportunity Coordinator, with any other official or agency of the State or Federal Government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under the AGREEMENT, and said GRANTEE shall comply promptly with all requests and directions from the State of Ohio or any of its officials and agencies in this regard, both before and during performance.
9. In the event the GRANTEE fails to comply with the nondiscrimination clauses of this AGREEMENT, this AGREEMENT may be canceled, terminated or suspended in whole or in part and the GRANTEE may be ineligible for further State Grants, and such other sanctions may be imposed and remedies instituted as otherwise provided by law.
10. The GRANTEE agrees to comply with all applicable state and federal laws regarding drug-free workplace. The GRANTEE shall make a good faith effort to ensure that all GRANTEE employees while working on the AGREEMENT will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

C. VENDOR AND GRANTOR CERTIFICATION LANGUAGE

In accordance with Executive Order 2011- 12K, the GRANTEE, by signature on this document, certifies that it has reviewed, understands, and will comply with 2011 Executive Order 2011-12K with regards to Offshore Services.

The GRANTEE, by signature on this document, certifies that GRANTEE: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The GRANTEE understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

GRANTEE affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

The ODNR shall not be responsible for any changes to Contractor's retirement benefits that may result from entering into this Agreement. Contractor acknowledges and agrees any of its individual employees providing personal services under this Agreement are not State of Ohio employees for purposes of R.C. Chapter 145. The ODNR will not make contributions to the public employees' retirement system on behalf of any individuals employed by the Contractor, or its sub-contractors or other agents who may be employees of any political subdivision. The Contractor certifies that it is a business entity with five or more employees as defined at R.C. § 145.037 (A) for the purposes of the application of R.C. Chapter 145, or that it has completed the necessary forms and returned them to the ODNR if Provider is a business entity with no more than four (4) employees.

D. FINDING FOR RECOVERY

The GRANTEE affirmatively represents and warrants to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. GRANTEE agrees that if this representation or warranty is deemed to be false, the Contract shall be void *ab initio* as between the parties to this Contract, and any funds paid by the State hereunder immediately shall be repaid to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT as of the dates written below.

I (we) have the authority to sign this AGREEMENT and do so by my (our) respective capacity:

City of Oberlin

**Ohio Department of Natural Resources
Division of Forestry**

I. Salvatore Talarico
Interim City Manager



Printed Name & Title

Robert Boyles
State Forester and Chief
Division of Forestry
As Designee for James Zehringer, Director



Signature

69 S. Main St.
Oberlin, OH 44074

1/20/16

Address


Date

JANUARY 4, 2016
Date

34-6002073

Federal Tax Identification Number:

Approved as to form:



Jon D. Clark
Law Director

Application Form

2015 Lake Erie Watershed Canopy Restoration Grant Program

Federal 15-DG-11420004-017, Reducing Urban Run-off, Engaging Communities and Restoring Tree Canopy in the Cuyahoga River AOC
 Grant ID: 15-DG-11420004-018, Reducing Urban Run-off, Engaging Communities and Restoring Tree Canopy in the Black River AOC

Budget (please itemize for direct grant expenses and cost share match)

	Direct Grant Expenses	Local Match
Personnel		
Fringe		
Travel		
Supplies	\$ 10,000.00	\$ 10,000.00
Equipment		
Contractual	\$ 5,000.00	\$ 5,000.00
Indirect		
Other:		
TOTAL	\$ 15,000.00	\$ 15,000.00

Partners: List and/or describe role of any significant partners. Attach material letters as appropriate.

Oberlin Municipal Light and Power System will provide the City's \$15,000 match. Matching funds will be used in accordance with this grant application and all grant guidelines.

Timeline: Provide a brief, approximate schedule showing intermediate steps and major milestones. Please indicate if a specific start date is critical.

Final site selection and tree species selection will be performed from January - March, 2016. Trees will be planted in the spring of 2016 in the months of March, April, May or in the fall in the months of September, October, November, 2016 depending on weather, tree availability and contractor obligations.

Appropriate Community Official Signature:



2015 Lake Erie Watershed Canopy Restoration Grant Program Black River Watershed Tree Planting Grant

General Information	
Project Applicant:	City of Oberlin
Project Location:	City of Oberlin
Project Manager:	Dennis Cuthbertson
Title:	Buildings & Grounds Superintendent –ISA Certified Arborist
Address:	85 South Main St., Oberlin, OH 44074
Contact Information:	Office # 440-774-2820; Cell # 440-396-1430
	dcuthbertson@cityofoberlin.com
Fiscal Officer:	I. Salvatore Talarico
Title:	Finance Director
Address:	69 South Main St., Oberlin, OH 44074
Contact Information:	Office # 440-775-7210; Cell # 440-915-2057
	stalarico@cityofoberlin.com

SCOPE OF WORK

Requirements and Evaluation Criteria

2.a. The City of Oberlin’s electric utility, Oberlin Municipal Light & Power System (OMLPS) had a comprehensive curb lawn tree inventory prepared by the Davey Resource Group in 2003. All curb lawn trees were identified by address, species, DBH and condition. Tree growth space was measured including the existence of overhead utility conflicts. Hazard trees, including ash trees, were further categorized for priority removal. OMLPS maintains an annual contract for Tree Removal and Pruning, Scheduled and Unscheduled Line Clearance and Right-of-Way Vegetation Management services. All work is performed under the supervision of an ISA Certified Arborist. All curb lawn trees in the City are on a 2-year inspection and pruning cycle.

2.b. The single most important element of our curb lawn tree management program is to remove hazard trees (whether infected by EAB or otherwise hazardous) in a timely fashion to preserve the public health, safety and welfare. Hazard trees are removed (or pruned) in a timely fashion. 58 ash trees have been removed in the last 3 years. The City’s Buildings & Grounds Superintendent Dennis Cuthbertson, an ISA Certified Arborist, is charged with managing the City’s urban forest.. This work is done in concert with OMLPS and their contractor. Trees are inspected, pruned and, when necessary, removed on an ongoing basis. Dennis responds to numerous calls from the public to evaluate trees.

2.c. The City’s objective in applying for this Black River Watershed Tree Planting Grant is multi-fold. We wish to supplement available local funding to replace curb lawn trees removed in recent years for any reason, including EAB. In the last 3 years, the City has averaged planting 55 trees/year. This grant will allow the City to double the quantity of trees that we will plant in 2016. Among numerous

other benefits, the urban forest canopy reduces storm water run-off, mitigates the urban heat island effect and increases property values.

2.d. Final site selection and tree species selection will be performed in the coming months. Please find attached a map showing preliminary site locations. It is our intent to further refine this list to maximize planting large tree species for their greater benefit to the community.

2.e. This project will be supervised by City of Oberlin Buildings & Grounds Superintendent Dennis Cuthbertson, an ISA Certified Arborist. Dennis has nearly 30 years of diverse and progressively responsible grounds maintenance experience, including 6 ½ years as Superintendent in Oberlin.

2.f. The Davey Resource Group street tree inventory categorized all curb lawn trees by genus and species. By genus, the three most common trees were Maples (40.10%), Oaks (12.98%) and Lindens (5.74%). Ash was the 5th most common genus representing 4.03% of the urban forest. Staff is currently re-writing codified ordinance section 907.14 – Street Tree Planting Plan to aid diversification efforts by providing more robust guidance on proper tree selection. This is expected to include minimizing the further introduction of the Acer genus (and most specifically Red Maple which comprises 15.57% of the City's street trees). The City will use the 10-20-30 rule as a guideline to diversify the urban forest.

2.g. Tree establishment maintenance starts with proper site selection and continues through planting with proper site preparation, planting, watering, mulching and staking as outlined in the Trees Are Good guidelines. The City commits to water each tree a minimum of once per week spring through fall and to monitor the condition of the trees and adjust our maintenance practices as needed. Our staff will be attending a "Young Tree Training" class sponsored by the Division of Forestry on December 16th. This will be a refresher course for two staff members who have previously attended this training.

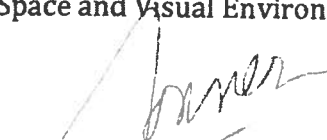
2.h. Re-planting the urban forest is an investment in our future. That investment is only cost effective when we see trees through to maturity. Our approach starts with a sound working knowledge of our current tree inventory. We use this information to match species to the planting site with a goal of continuing to diversify the urban forest using the 10-20-30 rule to minimize the possibility of catastrophic losses. Tree sourcing will be with local growers from Lorain and surrounding counties to assure good acclimation to our region. Planting will be done by reputable contractors and will be overseen by our ISA Certified Arborist. Dennis will further oversee routine maintenance including watering and pruning to ensure the ongoing health of the new trees.

2.i. The City of Oberlin would be happy to host Division of Forestry staff in a pre-project planning meeting and subsequent site visits during and after project implementation.

3. Please see City of Oberlin Codified Ordinances Chapter 907 – Tree Planting, Care and Removal. The City's ordinances can be accessed through the City's web-site at www.cityofoberlin.com.



To: Oberlin City Council Members
From: David Sonner, Open Space and Visual Environment Commission Chair
Subject: Recommendation
Date: December 1, 2015



On November 24, 2015, the members of the Open Space and Visual Environment Commission met and a discussion was held on the Lake Erie Watershed Canopy Restoration Grant Program/Black River Watershed Tree Planting Grant administered by the Ohio Department of Natural Resources/Division of Forestry. The City intends to apply for a \$15,000 grant with a \$15,000 match from OMLPS. \$30,000 will be used to purchase and plant approximately 100 trees in curb lawn areas throughout the City.

After the discussion, the proposed grant application was unanimously endorsed by the OSVEC members.

sar

cc: Eric Norenberg, City Manager
OSVEC Members



OBERLIN MUNICIPAL LIGHT AND POWER SYSTEM ♦ 289 SOUTH PROFESSOR STREET ♦ OBERLIN, OHIO 44074

Phone (440) 775-7260

Website: www.omlps.org

Fax (440) 775-1546

December 1, 2015

Ohio Department of Natural Resources
Division of Forestry
Attn: Tyler Stevenson
Via: tyler.stevenson@dnr.state.oh.us

RE: Lake Erie Watershed Canopy Restoration Grant Program
Black River Watershed Tree Planting Grant

Dear Mr. Stevenson,

This letter will confirm that the City of Oberlin's public electric utility, Oberlin Municipal Light and Power System (OMLPS) has budgeted for and will provide the City's \$15,000 match for the City's Black River Watershed Tree Planting Grant application. OMLPS looks forward to continuing its close partnership with the City's Public Works Department and now ODNR, Division of Forestry to diversify and enhance the City's urban forest. If there are any questions, please feel free to contact me at dmcmillan@omlps.org or 440-775-7286. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Doug McMillan". The signature is fluid and cursive, with the first name "Doug" being the most prominent.

Doug McMillan
Energy Services Manager

