

RECORD OF ORDINANCES

Ordinance No. 4-23-2025 Passed 4-3, 20 25

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO ENTER INTO A CLEAN OHIO GREEN SPACE CONSERVATION PROGRAM GRANT AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION TO PROVIDE GRANT FUNDS TO IMPROVE LOCAL ENVIRONMENT FOR THE CITY OF CIRCLEVILLE AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio Public Works Commission (OPWC) has awarded funds in the amount of Nine Hundred Ninety-Four Thousand One Hundred Fifty-Six Dollars (\$994,156.00) to assist in the project; and

WHEREAS, in order to receive these funds, it is necessary for the City to enter into a Clean Ohio Green Space Conservation Grant Agreement with the Ohio Public Works Commission (OPWC); and

WHEREAS, Council desires to obtain these grant funds and to authorize the Director of Public Service to enter into an agreement for this purpose.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CIRCLEVILLE, COUNTY OF PICKAWAY, OHIO AS FOLLOWS:

SECTION I. That the Director of Public Service is hereby authorized and directed to enter into a Clean Ohio Green Space Conservation Grant Agreement with the Ohio Public Works Commission (OPWC) to provide grant funds to be utilized for the improvement of local environment, the terms of which shall be in accordance with the agreement set forth in the attached Exhibit "A", incorporated herein by reference.

SECTION II. That all funds received from the grant shall be deposited into the General Fund 101 in order to properly account for the grant expenditures.

SECTION III. That the City of Circleville agrees to complete this project in compliance with all of the terms and conditions of this Clean Ohio Green Space Conservation Grant Agreement.

SECTION IV. That this ordinance is hereby declared to be an emergency measure, necessary for the preservation of the health, safety and welfare of the citizens of the City of Circleville, such an emergency arising out of the immediate need for the execution of this agreement to receive the grant funds and complete this project within the time parameters permitted under this grant so this ordinance shall take effect and be in force immediately from and after its passed and approved by the Mayor.

PASSED: 4-3-2025
DATE

W. J. Baugh
PRESIDENT OF COUNCIL

ATTEST: Melissa J. Ma
CLERK OF COUNCIL

APPROVED: 4-3-2025
DATE

Richard L. Blanton
MAYOR

APPROVED AS FORM:
K. C. Kinney

KENDRA C. KINNEY - LAW DIRECTOR

Ohio Public Works Commission

PROJECT GRANT AGREEMENT

CLEAN OHIO GREEN SPACE CONSERVATION PROGRAM

Pursuant to Ohio Revised Code Chapter 164.26 and Ohio Administrative Code 164-1, this Project Grant Agreement (“Agreement”) is entered into on March 1, 2025

The Agreement is between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (“Director” or the “OPWC”), and

City of Circleville

(“Recipient”), in respect of the Project named

Circleville Parks and Trails Expansion

as described in Appendix A of this Agreement (“Project”) to provide 74% of the total Project cost (“Participation Percentage”), not to exceed \$994,156

for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices as attached.

OPWC Project ID: CQSAA

RECITALS

Pursuant to Ohio Revised Code Section 164.02, the Ohio General Assembly created the Ohio Public Works Commission (OPWC) to implement the policies set forth in the Ohio Constitution Article VIII and Ohio Revised Code Chapter 164;

Pursuant to Ohio Revised Code Section 164.27, the Ohio General Assembly created the Clean Ohio Conservation Fund to be administered by the OPWC;

Pursuant to Ohio Revised Code Section 164.21, the Ohio General Assembly created natural resources assistance councils for the purpose of approving or disapproving of applications for project grants under Ohio Revised Code Sections 164.20 through 164.27;

Pursuant to Ohio Revised Code Section 164.25, the Director of the OPWC must approve applications for grants submitted by natural resources assistance councils if all of the following apply: i) the approval of the application by the applicable natural resources assistance council was reasonably based on the criteria specified in the Law; ii) the application for a grant and the proposed project for which the grant is to be used comply with all other requirements of the Law related to natural resources grants; and, iii) the amount of the financial assistance, when added to all other financial assistance provided during the calendar year for projects within the district for which a natural resources assistance council was appointed, does not exceed the district's allocation of money from the Clean Ohio Conservation Fund pursuant to Ohio Revised Code Section 164.27;

Ohio Revised Code Sections 164.20 through 164.27 permit a grant of funds for such projects to be expended or provided only after the appropriate natural resources assistance council has submitted the application for such project funds to the Director and subsequent approval of the application by the Director in accordance with Ohio Revised Code Section 164.25;

The Recipient desires to receive funding for a project eligible for grant funds pursuant to Ohio Revised Code Sections 164.20 through 164.27 as described in Appendix A of this Agreement; and

The Project has been duly approved by the Director pursuant to Ohio Revised Code Section 164.25.

In consideration of the contained promises and covenants, the undersigned agree as follows:

I. **DEFINITIONS.** The following words and terms used in this Agreement shall have the following meanings.

“Bond Counsel” means an attorney or firm of attorneys of nationally recognized standing on the subject of municipal bonds satisfactory to the Director.

“Chief Executive Officer” means the single office or official of the Recipient and as designated in Appendix A pursuant to Section VIII. A. or authorized designee as per written notification to the Director.

“Chief Fiscal Officer” means the single office or official of the Recipient and as designated in Appendix A, pursuant to Section VIII. A, or authorized designee as per written notification to the Director.

“Closing” means the closing by Recipient of the acquisition of fee simple interest in the Land, or such other interest approved by the Director.

“Code” means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code shall be deemed to include the United States Treasury Regulations in effect, whether temporary or final, with respect to and applicable to the bonds or the use of the proceeds.

“Contractor” means a person who has a direct contractual relationship with the Recipient and is the manufacturer of all or a portion of the Project, or the provider of labor, materials, or services in connection with the acquisition, improvements, construction, reconstruction, expansion, or engineering of the Project; or both.

“Cost of Project” means the costs of acquiring, constructing, reconstructing, expanding, improving, and engineering projects and shall also be deemed to include preliminary costs, including but not limited to, planning costs, design costs, engineering costs, costs of appraisals, environmental assessments, and archeological surveys.

“Deed Restrictions” means the deed restrictions to be recorded with respect to the Land, which deed restrictions shall be subject to the Director’s approval and shall be commensurate with the nature and purpose of the Land as stated in the Recipient’s application for grant funds under Ohio Revised Code Sections 164.20 through 164.27. The Deed Restrictions shall be perpetual and shall not be amended, released, extinguished, or otherwise modified without the prior written approval of the Director, in the Director’s sole discretion, who shall have full enforcement authority, as set forth more specifically in Section IX of this Agreement.

“Effective Date” means the date set forth on Page One of this Agreement.

“Land” means the real property required for the Project as described more particularly in Appendix A.

“Local Subdivision” means a county, municipal corporation, township, conservancy district, soil and water conservation district, joint recreation district, park district, or other similar park authority.

“Local Subdivision Contribution” means the Local Subdivision financial share used for the sole and express purpose of paying or reimbursing the costs certified to the Director under this Agreement for the completion of the project. Such funds shall constitute not less than 25% of the total Cost of Project set forth in Appendix B and may consist of money by any person, any Local Subdivision, the State of Ohio, or the federal government or of contributions in-kind by such parties through purchase or donation of equipment, land, easements, labor, or materials necessary to complete the Project.

“Participation Percentage” means the percentage of the total actual Project costs that will be contributed by the OPWC, not to exceed the maximum dollar contribution of the OPWC identified in this Project Agreement, and the percentage of the total actual Project costs that will be contributed by the Recipient. Both percentages are identified in Appendix B. If the total actual Project costs exceed the estimated Project costs identified in Appendix B, the Local Subdivision Participation Percentage will increase to reflect the cost overrun, while the OPWC percentage contribution will decrease recognizing that there is a maximum dollar contribution from the OPWC which is identified in this Project Agreement.

“Natural Resources Assistance Council” means the natural resources assistance council created pursuant to Ohio Revised Code Section 164.21 as well as its members and officers.

“Nonprofit Organization” means an environmental and conservation organization that is exempt from federal income taxation pursuant to Section 501(a) of the Code and described in Section 501(c) and formed to protect the natural environment.

“Private Business Use” means use (directly or indirectly) in a trade or business or activity carried on by any Private Person (other than a Tax-Exempt Organization) other than use as a member of, and on the same basis as, the public.

“Private Person” means any person, firm, entity or individual who or which is other than a “governmental unit” as that term is used in Sections 141 and 148 of the Code.

“Project” means the scope of work set forth in Appendix A.

“Project Manager” means the principal employee or agent of the Recipient having administrative authority over the Project designated in Appendix A, pursuant to Section VIII. A. or authorized designee as per written notification to the Director.

“Request to Proceed” means submission to OPWC pursuant to Sections IV of this Agreement.

“Reimbursing” means the use of funds disbursed to the Recipient, as part of a grant made to the Recipient pursuant to Ohio Revised Code Sections 164.2 to 164.27, as reimbursement to the Recipient for costs integral to the completion of the Project that were incurred and paid by it and which did not in any way inflate costs of the Project.

“State” means the State of Ohio.

“Title Agent” means a title insurance company or title agent selected by the Recipient and approved by the OPWC, which Title Agent shall be duly licensed and in good standing under the laws of the State.

- II. FINANCIAL ASSISTANCE.** Subject to the terms and conditions contained in this Agreement, the OPWC agrees to provide to the Recipient financial assistance from the Clean Ohio Green Space Fund at the rate of 74 % not to exceed Nine Hundred Ninety Four Thousand One Hundred Fifty Six Dollars (\$ 994,156) for the sole and express purpose of paying or reimbursing the eligible costs certified to the OPWC under this Agreement for the completion of the Project.
- III. LOCAL SUBDIVISION CONTRIBUTION.** The Recipient shall, at a minimum, contribute to the Project the Local Subdivision Participation Percentage as set forth in Appendix B of this Agreement. If the total actual Project costs exceed the estimated Cost of Project identified in Appendix B, the OPWC shall not be required to increase the maximum amount of the grant and the Recipient shall increase its Local Subdivision Contribution to meet such actual Cost of Project.
- IV. PRE-ACQUISITION APPROVAL – LAND ACQUISITION.** The acquisition of the Land shall not occur until the Director has issued a Pre-Acquisition Approval for Land acquisition to the Recipient. Such Pre-Acquisition Approval will not be issued until the Director has received the required documentation acceptable to the Director no less than 30 days prior to Closing, and is assured that the Recipient has complied with all requirements for the approval of a grant under Ohio Revised Code Sections 164.20 through 164.27 and any requirements for Land acquisition set forth in this Agreement. Documentation shall include the proposed Title Agent, the time frame for the Closing, and must indicate the amount of Funds requested from the OPWC for the Land acquisition, including expected settlement costs, based upon the Local Subdivision Participation Percentage and the amount of funds expected from any Local Subdivision Contribution. Additional required documentation is as follows: (a) a copy of the proposed Deed Restrictions; (b) a copy of the executed purchase agreement with respect to, or such other agreement to convey an interest in, the Land between the Recipient and the Land owner; (c) a copy of the performed appraisal according to the specifications provided by the Director; (d) evidence satisfactory to the Director that the Recipient will acquire marketable title to the Land at Closing; and (e) if the Recipient desires to elect the pre-closing option described below (i) a copy of the signed Escrow Agreement among the Recipient, Title Agent and the OPWC, executed by the Recipient and Title Agent, substantially in the form approved by the Director (the “Escrow Agreement”) and (ii) if the Title Agent is an agent for a title insurance company, rather than a title company itself, a closing protection letter issued by the title insurance company to the OPWC.
- V. LAND ACQUISITION DISBURSEMENT.** Funds for Land acquisition shall be disbursed to the Recipient, as part of a grant to the Recipient pursuant to Ohio Revised Code Sections 164.20 through 164.27, pursuant to the pre-closing option and/or the reimbursement option described below and by which the dollar amount set forth in the Disbursement Request shall be calculated based on the Participation Percentage set forth on Page One of this Agreement or as amended, to account for changed conditions in the Project financing scheme:
- A. Pre-Closing Option.** Provided that the Recipient satisfies the terms and conditions of this Agreement, the Recipient may elect to have Funds delivered by the OPWC to the Title Agent prior to Closing, subject to the terms and conditions of this Agreement and the Escrow Agreement. Recipient shall make such election, if at all, by delivering to the OPWC a Disbursement Request Form and Certification in the form approved by the Director, which shall identify the Title Agent as payee and shall be delivered after the

Recipient's receipt of approval of the Recipient's Request to Proceed and not more than 30 days prior to Closing. The OPWC shall then deliver to the Title Agent Funds to be disbursed under this Agreement for the Land acquisition, which Funds may be held, together with the Local Subdivision Contribution, in an account subject to the terms and conditions of the Escrow Agreement. Any interest that accrues shall be used by the Recipient for settlement costs. If the interest paid on such escrow account exceeds the settlement costs to be paid by the Recipient, then such funds shall be applied to the Cost of Project. If all the conditions to the release of Funds set forth in the Escrow Agreement have been satisfied, the Title Agent shall release the escrowed Funds at Closing and apply the same to the Land acquisition costs in accordance with the settlement statement executed and delivered at the Closing. After Closing, the Recipient may request additional disbursements of Funds available under this Agreement relating to the Land acquisition, including costs incurred in connection with appraisal of the Land, closing costs, title search, environmental assessments and other eligible costs. Within 60 days of Closing, the Recipient shall deliver to the OPWC, or shall cause the Title Agent to deliver to the OPWC, a copy of the recorded Deed Restrictions and deed, or other instrument appropriate for the interest in the Land, and the executed settlement statement. **If the Recipient does not close according to the provided date, the Recipient must contact the OPWC immediately.**

- B. *Reimbursement Option.* Provided that the Recipient satisfies the terms and conditions of this Agreement, the Recipient may elect to receive Fund proceeds for Land acquisition directly from the OPWC after Closing. After Closing, which Closing shall not occur until the Recipient's submission of required documentation for the Request to Proceed and receipt of approval from the OPWC, the Recipient may submit a Disbursement Request to the OPWC for reimbursement of acquisition and other eligible costs. The Recipient shall attach to the Disbursement Request a copy of: (i) the executed and recorded deed, or such other instrument conveying the interest approved by the Director, with respect to the Land acquired by the Recipient, (ii) a copy of the recorded Deed Restrictions, (iii) a copy of the executed settlement statement, (iv) certification, or other documentation acceptable to the Director from the Title Agent that the Recipient has marketable title in and to the Land, and (v) such other documentation required by the OPWC. After receipt of such documentation, and subject to the Recipient's compliance with the terms and conditions of this Agreement, the OPWC shall disburse Funds payable under this Agreement.

VI. **RIPARIAN RESTORATION ACTIVITIES.** Riparian restoration activities shall not occur until the OPWC has received recorded Deed Restrictions acceptable to the Director and is assured that the Recipient has complied with all requirements for the approval of a grant under Ohio Revised Code Sections 164.20 through 164.27 and any other requirements riparian restoration activities set forth in this Agreement.

VII. **DISBURSEMENTS FOR SITE IMPROVEMENTS AND RIPARIAN RESTORATION.** All payments made by the OPWC for site improvements, riparian restoration, or other work shall be made directly to the Contractor that performed the work and originated the invoice, unless the request is for disbursement to the Recipient.

- A. *Project Administration Designation.* The Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager in Appendix A of this Agreement. The Director and OPWC must be notified of changes in these designations in writing including the addition of designees or alternates.

- B. *Disbursements to Contractors to Pay Costs of the Project.* The Recipient shall submit to the Director a Disbursement Request together with the information and certifications required by this section, unless otherwise approved by the Director. The dollar amount set forth in the Disbursement Request shall be calculated based on the Participation Percentage set forth on Page One of this Agreement or as amended, to account for changed conditions in the Project financing scheme. If all requirements for disbursement are deemed by the Director to be accurate and completed, the Director shall initiate a voucher in accordance with applicable State requirements for the payment of the amount set forth in the Disbursement Request. The Office of Budget and

Management, Ohio Shared Services, will forward the warrant, drawn in connection with the voucher, by regular first-class United States mail or electronic funds transfer to the contractor or other authorized recipient designated in the Disbursement Request.

Prior to any disbursement from the Fund, the following documents shall be submitted to the Director by the Recipient:

1. If the request is for disbursement to a Contractor, an invoice submitted to the Recipient by the Contractor which invoice requests payment of such sums in connection with its performance of the Project;
2. If the request is for disbursement to the Recipient, proof of payment of the invoice such as check, warrant, or other evidence satisfactory to the Director that payment of such sums has been made by the Recipient in connection with the portion of the Project for which payment is requested;
3. A Disbursement Request Form properly certified by the Project Manager, Chief Executive Officer and the Chief Fiscal Officer; and
4. Such other certificates, documents and other information as the Director may reasonably require.

If the Director finds that the documents comply with the requirements of this Agreement, the Director is authorized to cause the disbursement of moneys from the Fund for payment of the identified Project costs. The Recipient represents that the Project was initially constructed, installed or acquired by the Recipient no earlier than the Effective Date of this Agreement.

- C. *Limitations on Use.* No part of the moneys delivered to the Recipient pursuant to Section II is being or will be used to refinance, retire, or redeem or otherwise pay debt service on all or any part of any governmental obligations regardless of whether the interest on such obligations is or was excluded from gross income for federal income tax purposes.
- D. *Project Scope.* The physical scope of the Project shall be limited to the Project description set described in Appendix A of this Agreement. If circumstances require a change in such physical scope, such changes must be approved by the natural resource assistance council, recorded in the council's meeting minutes, and provided to the Director for the execution of an amendment to this Agreement.
- E. *Project Cost Overruns.* If the Recipient determines that the moneys provided pursuant to Section II, together with the Local Subdivision Contribution, are insufficient to pay in full the costs of the Project, the Recipient may make a request for supplemental assistance to its natural resource assistance council. The Recipient must demonstrate that such funding is necessary for the completion of the Project and the cost overrun was the result of circumstances beyond the Recipient's control, that it could not have been avoided with the exercise of due care, and that such circumstances could not have been anticipated at the time of the Recipient's initial application. Should the natural resource assistance council approve such request, the action shall be recorded in the council's meeting minutes and provided to the Director for the execution of an amendment to this Agreement. In no event shall additional grant funds exceed 75% of the Project costs.

- VIII. **PROJECT SCHEDULE.** Closing for Land acquisition must be completed within one year of the Effective Date of this Agreement. Any site improvement, restoration, or other work must be completed within two years of Closing for Land acquisition, or two years from the Effective Date of this Agreement if the Project does not include Land acquisition. A preliminary schedule is provided in Appendix A. Any delay, with reason for the delay, must be communicated to the Director as soon as possible. The Director will review written requests for extensions and may extend the schedule taking into consideration that the Project can

be completed within a reasonable time frame. Failure to meet the schedule without approval for an extension may cause this Agreement to become null and void at the sole discretion at the Director.

IX. **DEED RESTRICTIONS.** The Recipient shall record the Deed Restrictions together with the deed. The Recipient agrees that the Deed Restrictions shall be perpetual and shall not be amended, released, extinguished or otherwise modified without the prior written approval of the Director, at the Director's sole and absolute discretion, who shall have full enforcement authority with respect to the Deed Restrictions. If any amendment, release, extinguishment or other modification of the Deed Restrictions should occur without the prior written approval of the Director, the Recipient or its successors and assigns as owner of the Land or interest, shall pay to the OPWC upon demand from the Director the following: 1) all grant funds disbursed under this Agreement; and 2) liquidated damages equal to 100% of the Funds disbursed by the OPWC for the Project.

X. **CONDITIONS TO FINANCIAL ASSISTANCE .**

A. The Recipient must comply with the following before receiving funds and prior to disbursement:

1. The Recipient certifies that the Local Subdivision Contribution necessary for the completion of the Project is available or expected to be available through the acquisition and construction of the Project and must demonstrate its compliance with the provisions of Ohio Revised Code Chapter 164. If the local share as certified by the Chief Fiscal Officer at the time of the Project application becomes unavailable, the Recipient is to notify the Director and the OPWC as soon as possible or this Agreement may become null and void at the sole discretion at the Director.
2. The Recipient shall execute all other documents and certificates as deemed necessary by the Director on the Effective Date of this Agreement or at any time after in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this Agreement.

B. The Recipient must comply with the following after receipt of funds:

1. The Recipient is strongly encouraged to acknowledge the Clean Ohio Conservation grant program funding and the financial support of the Ohio Public Works Commission. This acknowledgment applies to print and digital materials including but not limited to the following: website, social media, event programs, educational materials, promotional materials, media interviews, annual reports, and benefit/fundraising events. In addition, should the Recipient erect an entrance sign, the sign must, at a minimum, contain the OPWC Clean Ohio Conservation logo obtained from the Commission. The OPWC will contribute to the cost of the signage at its Participation Percentage.

XI. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF RECIPIENT.** Recipient represents, warrants and covenants for the benefit of the Director as follows:

- A. The Recipient is a Local Subdivision of the State or Nonprofit Organization with all the requisite power and authority to acquire and/or construct or improve, or provide for the construction or improvement of, and operate the Project under the laws of the State and to carry on its activities as now conducted.
- B. The Recipient has the power to enter into and perform its obligations under this Agreement and has been duly authorized to execute and deliver this Agreement which must be within forty-five (45) days of its receipt.
- C. This Agreement is the legal, valid and binding obligation of the Recipient subject to certain exceptions in the event of bankruptcy and the application of general principles of equity.
- D. The Recipient has complied with all procedures, prerequisites, and obligations for Project application and approval under Ohio Revised Code Chapter 164.

-
- E. The Recipient is not the subject of or has initiated any claim or cause of action that would give rise to any liability which would in any way inhibit the Recipient's ability to carry out its performance of this Agreement according to its terms.
- F. *Use of Proceeds.* With respect to the Project to be financed by moneys provided pursuant to Section II:
1. The total Cost of Project shall not and will not include any cost which does not constitute costs as provided in Ohio Revised Code Section 164.22;
 2. All the Project is owned, or will be owned, by the Recipient or another Nonprofit Organization approved by the Director;
 3. The Recipient shall not use any of the moneys to pay or reimburse Recipient for the payment of or to refinance costs incurred in connection with the acquisition, construction, improvement and equipping of property that is used or will be used for any Private Business Use; and
 4. The Recipient may engage in Private Business Use only if it delivers to the Director, at the Recipient's expense, an opinion of Bond Counsel that to do so would not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes and such opinion is accepted by the Director.
- G. *General Tax Covenant.* The Recipient shall not take any action or fail to take any action which would adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.
- H. *Sufficiency of Moneys.* The Recipient has sufficient moneys in addition to those provided to the Recipient pursuant to Section II of this Agreement to fund the Project to completion, as its Local Subdivision Contribution.
- I. *Construction Contract.* If federal funds are included as part of the financing of the non-OPWC portion of the Project, federal law may prevail, including, but not limited to, application of Davis Bacon prevailing wage rates, the Copeland "Anti-Kickback" Act, the Contract Work Hours and Safety Standards Act, and any federal environmental regulations. The Recipient is solely responsible for ensuring compliance with federal requirements applicable to its Local Subdivision Contribution. Notwithstanding the above, the following provisions apply to construction contracts under this Agreement:
1. *Ohio Preference.* The Recipient shall, to the extent practicable, use and shall cause all of its Contractors and subcontractors to use Ohio products, materials, services and labor in connection with the Project pursuant to Ohio Revised Code Section 164.05(A)(6);
 2. *Domestic Steel.* The Recipient shall use and cause all its Contractors and subcontractors to comply with domestic steel use requirements pursuant to Ohio Revised Code Section 153.011;
 3. *Prevailing Wage.* The Recipient shall require that all Contractors and subcontractors working on the Project comply with the requirements contained in Ohio Revised Code Sections 164.07(B) and 4115.03 through 4115.16;
 4. *Equal Employment Opportunity.* The Recipient shall require all Contractors to secure a valid Certificate of Compliance;
 5. *Construction Bonds.* In accordance with Ohio Revised Code Section 153.54, et. seq., the Recipient shall require each of its Contractors furnish a performance and payment bond in an amount at least equal to 100% of its contract price as security for the faithful performance of its contract;
-

-
6. *Insurance.* The Recipient shall require that each of its construction contractors and each subcontractor maintain during the life of its contract or subcontract appropriate Workers Compensation Insurance, Commercial General Liability, Public Liability, Property Damage and Vehicle Liability Insurance; and require Professional Liability Insurance for its professional architects and engineers; and
7. *Supervision.* The Recipient shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the Project and bear the responsibility of ensuring that construction conforms to the approved surveys, plans, profiles, cross sections, and specifications.
- XII. **PROGRESS REPORTS.** The Recipient shall submit to the Director, at the Director's request, summary reports detailing the progress of the Project pursuant to this Agreement and any additional reports containing such information as the Director may reasonably require.
- XIII. **AUDIT RIGHTS.** The Recipient shall, at all reasonable times, provide the Director access to a right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit all books, documents and records, financial or otherwise, relating to the Project or to ensure compliance with the provisions of this Agreement. The Recipient shall maintain all such books, documents and records for a period of six years after the completion of this Project, and such shall be kept in a common file to facilitate audits and inspections. All disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to State funds. The Recipient shall ensure that a copy of any final report of audit prepared in connection with and specific to the Project, regardless of whether the report was prepared during the pendency of the Project or following its completion, is provided to the Director within 10 days of the issuance of the report. The Recipient simultaneously shall provide the Director with its detailed responses to each negative or adverse finding pertaining to the Project and contained in the report. Such responses shall indicate what steps will be taken by the Recipient in remedying or otherwise satisfactorily resolve each problem identified by any such finding. If the Recipient fails to comply with the requirements of this Section or fails to institute steps designated to remedy or otherwise satisfactorily resolve problems identified by negative audit findings, the Director may bar the Recipient from receiving further financial assistance under Ohio Revised Code Chapter 164 until the Recipient so complies or until the Recipient satisfactorily resolves such findings.
- XIV. **GENERAL ASSEMBLY APPROPRIATION.** The Recipient acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the purposes set forth in this Agreement and in Ohio Revised Code Chapter 164. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Director shall be binding until the Recipient has complied with all applicable provisions of Ohio Revised Code Chapter 164 and until the Recipient has acquired and committed all funds necessary for the full payment of the Local Subdivision Contribution applicable to the Project.
- XV. **THIRD PARTY RIGHTS AND LIABILITY.** Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, good, or supplies of the Project sufficient to impose upon the Director any of the obligations specified in Ohio Revised Code Section 126.30. The Recipient shall be responsible for the Recipient's use or application of the funds being provided by the Director and the Recipient's construction or management of the Project.
- XVI. **TERMINATION.** The Director's and OPWC's obligations under this Agreement shall immediately terminate upon the failure of the Recipient to comply with any of the Agreement's terms or conditions. Upon such termination, the Recipient shall be obligated to return any moneys delivered to the Recipient pursuant to the provisions of this Agreement.
-

-
- XVII. **GOVERNING LAW.** This Agreement shall be interpreted and construed in accordance with the laws of the State. In the event any disputes related to this Agreement are to be resolved in a Court of Law, said Court shall be in the courts of Franklin County, State of Ohio.
- XXVIII. **SEVERABILITY.** If any of the provisions or parts of this Agreement are found to be invalid or unenforceable, the remainder of this Agreement and the application of this provision to such other persons or circumstances shall not be affected, but rather shall be enforced to the greatest extent permitted by Law.
- XIX. **ENTIRE AGREEMENT.** This Agreement and its Appendices and Attachments contain the entire understanding between the parties and supersede any prior understandings, agreements, proposals, and all other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.
- XX. **CAPTIONS.** Captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.
- XXI. **NOTICES.** Except as otherwise provided, any required notices shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.
- XXII. **NO WAIVER.** A failure of a party to enforce strictly a provision of this Agreement in no event shall be considered a waiver of any part of such provision. No waiver by a party of any breach or default by the other party shall operate as a waiver of any succeeding breach or other default or breach by such other party. No waiver shall have any effect unless it is specific, irrevocable and in writing.
- XXIII. **ACCEPTANCE BY RECIPIENT.** This Agreement must be signed by the Chief Executive Officer and returned to and received by the Director prior to the acquisition of Land, improvements, and to the disbursement of funds
- XXIV. **ASSIGNMENT.** Neither this Agreement or any rights, duties or obligations as described shall be assigned by either party without the prior written consent of the other party.
- XXV. **ETHICS/CONFLICT OF INTEREST.** The Recipient, by signature on this Agreement, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, and will take no action inconsistent with those laws.
- XXVI. **NON-DISCRIMINATION.** Pursuant to Ohio Revised Code Section 125.111 the Recipient agrees that the Recipient and any person acting on behalf of the Recipient shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this State in the employment of any person qualified and available to perform the work under this Agreement. The Recipient further agrees that the Recipient any person acting on behalf of the Recipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.
- XXVII. **COMPLIANCE WITH LAW.** The Recipient, in expending the funds, agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances.
- XXVIII. **FACSIMILE SIGNATURES.** This Agreement may be executed in multiple counterparts, each of which may be deemed an original agreement and both of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

All the above is agreed to and understood by the parties signed below. This Agreement for Project No. is CQSAA effective as of the date first written above.

RECIPIENT
City of Circleville

James Stanley, Director of Public Service

GRANTOR
Ohio Public Works Commission



Linda S. Bailiff, Director

Appendix A

Project Completion Schedule, Administration Designation, Description

- 1) **Project Schedule:** If the project includes acquisition, it must be completed within one year of March 1, 2025. If the Project includes improvements, they must be completed within two years of acquisition, or if no acquisition, within two years of March 1, 2025. Recipient may make a written request for an extension of the date to initiate construction, specifying the reasons for the delay and providing a new schedule. Requests may be approved by the Director providing the Project can be completed within a reasonable time frame.

- 2) **Project Administration Designation:** The Project Administration Designation required by Section VII. A. of this Agreement is designated by the Recipient as follows:

James Stanley, Director of Public Service	to act as the Chief Executive Officer
Mark Bidwell, Auditor	to act as the Chief Fiscal Officer
Hannah Wynne, Planner	to act as the Project Manager

- 3) **Project Description:** The Project, for which the provision of financial assistance is the subject of this Agreement is describe as follows:

Name: Circleville Parks and Trails Expansion

Location:

460 N Pickaway Street - PID: A0510280001700
0 N Court Street - PID: A3700010000301 (new parcel
split from parent parcel A3700010000300 in 2023)

Description:

The Pickaway Street property will be acquired and kept as open space with walking trails throughout and along Hargus Creek on the southern edge. The trail along Hargus Creek will be extended west to connect with the exiting trails in Ted Lewis Park and east to connect to the existing trail from the YMCA and Ohio Christian University. The property will be accessed from an existing driveway off N Pickaway Street. A parking area will be installed.

The North Court Street property will be acquired and kept as open space with walking trails throughout. The trails will tie into a 10-foot multi-use path being installed along N Court Street for the new housing development just to the south of this property. The property will be accessed from a new driveway to be installed off N Court Street on the northern part of the property. A parking area will be installed.

Both properties will be managed and maintained by the City of Circleville Public Service Department.

Appendix B

**Local Subdivision Contribution, Disbursement Ratio,
Project Financing and Expenses Scheme**

- 1) *OPWC/Local Subdivision Participation Percentages:* For the sole and express purpose of financing/reimbursing costs of the Project, the estimated costs of which are set forth and described below, Recipient designates its Local Subdivision Percentage Contribution as amounting to a minimum total value of 26 % of the total Project Cost. The OPWC Participation Percentage shall be 74 % not to exceed \$ 994,156 .
- 2) *Project Financing and Expenses Scheme:* Recipient further designates the Project's estimated financial resources and estimated costs certified to the OPWC under this Agreement for the Project to consist of the following components:

Project Estimated Costs	
a) Acquisition	
Easement	0
Fee Simple	1,200,000
b) Planning & Implementation	
Appraisal & Reviews	4,000
Survey	0
Design	0
Title Work	2,000
Closing Costs	2,500
Environmental Assessments	1,000
Other P&I	0
c) Site Improvements	134,656
d) Permits, Advertising & Legal	0
Total Estimated Costs	1,344,156
Project Financial Resources	
a) Local Resources	
Applicant Contributions	50,000
Other Public Revenues	0
Land Donation	300,000
Timber Value	0
Private Contributions	0
b) Clean Ohio Conservation Fund	994,156
Total Financial Resources	1,344,156

**Ohio Public Works Commission
ESCROW AGREEMENT
Circleville Parks and Trails Expansion
CQSAA**

This Escrow Agreement (“Agreement”) is made as of the ____ day of _____, 20____, by and among THE STATE OF OHIO, acting by and through the DIRECTOR OF THE OHIO PUBLIC WORKS COMMISSION, (“Director” or “OPWC”), _____ (“Recipient”), and _____ (“Escrow Agent”).

RECITALS

City of Circleville _____ has applied for grant funds for a project eligible for funding pursuant to Ohio Revised Code Sections 164.20 through 164.27 (“Grant”).

City of Circleville _____ has entered into an agreement (“Contract”) with _____ (“Seller”) for the purchase of fee simple title, or acquisition of such other interest approved by the OPWC, of property of Seller located at _____ (“Property”). A copy of the Contract is attached as Exhibit A.

City of Circleville _____ and the OPWC have entered into a Grant Agreement funded through the Clean Ohio Conservation Fund dated March 1, 2025 .

Pursuant to the terms of the Grant Agreement, the OPWC desires to deposit in escrow with Escrow Agent the Grant funds to be disbursed to City of Circleville _____ for the purchase or interest of the Property in accordance with the terms of this Agreement.

AGREEMENT

In consideration of the contained covenants and agreements and other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

§1. *Escrow of Funds.* Subject to the terms and conditions of the Grant Agreement, the OPWC will disburse to Escrow Agent Grant funds available to Recipient, which disbursement shall be made by regular first class United States mail or electronic funds transfer, or by such other means determined by the Director in the Director’s sole discretion, prior to the closing date as scheduled under the Contract (“Escrow Funds”). The Escrow Funds shall be held by Escrow Agent, together with any funds of Recipient made available prior to closing on the terms and conditions set forth.

§2. *Delivery of Escrow Funds.* Upon confirmation by Escrow Agent that the following conditions have been satisfied, Escrow Agent shall disburse the Escrow Funds to Recipient in connection with the closing of the purchase of the Property or other interest:

- (a) Escrow Agent has confirmed that Recipient has sufficient funds to complete the purchase of, or acquisition of other interest approved by the Director in and to, the Property (“Closing”) and to pay all costs, fees, and expenses to be paid by Recipient with respect as disclosed on the settlement statement prepared by Escrow Agent and signed by Recipient and Seller (“Settlement Statement”).

(b) Upon recording of the Conveyance Instrument (as defined in subsection 2(d) below), (i) Recipient will hold marketable title to the Property or (ii) if Recipient is acquiring an interest in the Property other than fee simple, as approved by the Director, Seller holds marketable title to the Property and has granted a valid interest in the Property to Recipient pursuant to the Contract.

(c) If the Contract requires, or Recipient has requested and agreed to pay for, a title insurance policy with respect to the Property ("Title Policy"), Escrow Agent, as title insurer or agent, is prepared to issue the Title Policy to Recipient.

(d) Escrow Agent is prepared to record, on the date of Closing, (i) the deed, or other instrument appropriate for the interest in the Property to be conveyed pursuant to the Contract, from Seller to Recipient with respect to the Property ("Conveyance Instrument"), and (ii) the deed restrictions approved by the Director with respect to the Property ("Deed Restrictions").

(e) If Escrow Agent is an agent of a title insurance company, Escrow Agent has caused an insured closing letter to be issued to the OPWC by such title insurance company with respect to Escrow Agent's acts in connection with the Closing and Escrow Agent's performance of its obligations under this Agreement.

§3. *Recorded Instruments.* Within 60 days of Closing, Escrow Agent shall furnish to the OPWC copies of the Settlement Statement, recorded Conveyance Instrument and recorded Deed Restrictions.

§4. *Unused Escrow Funds.* If a Closing does not occur when required under the Contract, or in the event that the Closing does occur, but Escrow Funds remain in an account with Escrow Agent, the Escrow Agent shall notify the OPWC in writing promptly. After receipt of such notice, the OPWC shall deliver written instructions to Escrow Agent directing Escrow Agent's release of the Escrow Funds. Immediately upon Escrow Agent's receipt of such notice from the OPWC, Escrow Agent shall release the Escrow Funds or balance, in accordance with the OPWC's written instructions.

§5. *Notices.* All notices to be provided under this Agreement shall be addressed to the party to receive such notice at the address set forth below:

(a) If to OPWC, addressed to:
Ohio Public Works Commission
P.O. Box 224
Pataskala, OH 43062
Attn: Director

(b) If to Recipient, addressed to:
City of Circleville

(c) If to Escrow Agent:

or at such other place or places or to such other person or persons as the OPWC, Escrow Agent, or Recipient may designate by notice to the other parties. Notices may be given by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service with written acceptance of delivery. Notice shall be deemed delivered (i) if by registered or certified mail, three business days after deposit of the same with the U.S. Postal Service or (ii) if by overnight courier service, on the date evidenced by the written acceptance of delivery.

§6. *Deposit of Escrow Funds.* By its execution, Recipient acknowledges that the deposit of the Escrow Funds into escrow with Escrow Agent does not confer any rights or claims to the Escrow Funds by Recipient unless all of the conditions in Section 2 above and the conditions as set forth in the Grant Agreement, have been satisfied.

§7. *Disputes.* If any disagreement or dispute shall arise between or among any of the parties and/or any other persons resulting in adverse claims and demands being made for Escrow Funds or any portion, Escrow Agent shall immediately return the Escrow Funds to the OPWC, whereupon Escrow Agent shall have no further obligations under this Agreement and Recipient and the OPWC shall hold harmless Escrow Agent from any and all claims relating to this Agreement other than those arising from Escrow Agent's fraud, bad faith, negligence or intentional misconduct.

§8. *Third Party Rights and Liability.* Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, good, or supplies of the Project sufficient to impose upon the Director any of the obligations specified in Ohio Revised Code Section 126.30. Recipient shall be responsible for Recipient's use or application of the funds being provided by the Director and the Recipient's construction or management of the Project.

§9. *Time of Essence.* Time is of the essence in the performance of the obligations set forth in this Agreement.

§10. *Governing Law.* Agreement shall be interpreted and construed in accordance with the laws of the State. In the event any disputes related to this Agreement are to be resolved in a Court of Law, said Court shall be in the courts of Franklin County, State of Ohio.

§11. *Beneficiary.* This Agreement is not intended to confer any rights or remedies upon any person or party other than Escrow Agent, Recipient and the OPWC.

§12. *Construction.* The terms of this Agreement shall be construed and interpreted to be effective and valid under Ohio Law. If any provision of this Agreement or any document contemplated shall be deemed invalid or prohibited under Ohio Law, such provision shall be invalid or prohibited only to the extent of such invalidity or prohibition, and Escrow Agent, Recipient and the OPWC shall promptly consult and attempt to agree on a legally acceptable modification that gives effect to the commercial objectives of the unenforceable or invalid provision, and every other provision of such document shall remain in full force and effect.

§13. *Modification.* Neither this Agreement nor any provision may be modified or amended except by an instrument in writing signed by all the parties, and then only to the extent set forth in such instrument.

§14. *Counterparts.* This Agreement may be executed in any number of counterparts, each which shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

§15. *Facsimile Signatures.* This Agreement may be executed in multiple counterparts, each of which may be deemed an original agreement and both of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

In Witness Whereof, the Parties, intending to be legally bound, have caused their proper and duly authorized officers to execute and deliver this Agreement as of the day and year first written above.

RECIPIENT

By: _____
James Stanley, Director of Public Service

ESCROW AGENT

By: _____

Attachment: Exhibit A, Purchase Contract

Exhibit A – (include Purchase Agreement)