

CITY OF CHEVIOT
STATE OF OHIO

RESOLUTION NO. 22-18

AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO A JOINT AGREEMENT WITH HAMILTON COUNTY REGARDING A GRANT FOR, AND ADOPTING POLICIES AND PROCEDURES FOR, THE CREATION, ADMINISTRATION, AND IMPLEMENTATION OF A COMMERCIAL FACADE IMPROVEMENT PROGRAM.

WHEREAS, the Board of Hamilton County Commissioners has created the Community Revitalization Grant (CRG) program in 2022 to partner with cities, villages, and townships to implement impactful economic and community development projects; and

WHEREAS, the City of Cheviot has been awarded \$150,000.00 to manage and implement a façade improvement program for commercial properties and businesses located in the Business A, B, B-OZ, and B-1 zone districts; and

WHEREAS, the City needs to create the appropriate administrative framework and procedural policies for making this grant money available to local businesses, property owners, and commercial tenants; and

WHEREAS, the City, through its Safety-Service Director, must execute certain documents to accept the grant, including Joint Agreement Between The Board of County Commissioners, Hamilton County, Ohio and The City of Cheviot, Ohio, to Administer a Community Revitalization Grant Awarded for Management of a Façade Improvement Program Along the Harrison Avenue Business District, attached hereto as Exhibit "A" and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHEVIOT, STATE OF OHIO, THAT:

Section 1. The Safety Service Director is hereby authorized to enter into an agreement with the Board of Hamilton County Commissioners to administer a Community Revitalization Grant and implement a Façade Improvement Program, substantially similar to the Agreement attached hereto as Exhibit "A" and incorporated here.

Section 2. The Façade Improvement Program shall operate under the following terms:

- a) The term of the Façade Improvement Program shall commence on the date this Resolution shall become effective and the application period shall conclude one (1) year thereafter, or until the designated allotment of funds is fully spent;
- b) The award of this grant money is as a reimbursement to be made to qualifying property owners or lessees in the Business A, B, and B-1 zone districts, upon the receipt of a complete application, necessary supporting documents, execution of an agreement between the City and owner or lessee, and otherwise full adherence to the program's criteria and objectives;
- c) Qualifying property owners or lessees, shall be reimbursed by the City at the maximum of eighty (80) percent of the approved contract cost of such improvements with a minimum

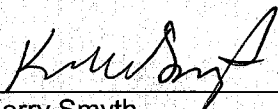
project of ~~\$10,000~~ ^{\$5000} and a maximum project of \$30,000 subject to the approval of an application, an agreement, and fulfilling all work in a proper and timely manner;

d) The award shall be evaluated and made by the City of Cheviot on the basis of an applicant fully and satisfactorily meeting all of the requisite program criteria and qualifications, and evaluation according to four criteria:

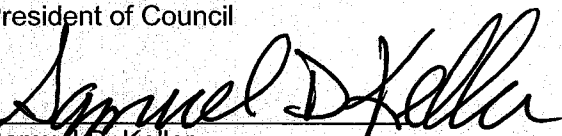
1. demonstrated need for the project
2. project improves appearance of building
3. overall impact of the project on the business district
4. contracted additional private improvements to the same façade beyond this grant request.
5. The award of the grant money, and the applicant's faithful adherence and obligations to satisfy the program's criteria, shall be memorialized through a separate agreement between the City and the applicant;
6. The term of this program shall cease and end upon the cessation of available

Section 3. The Safety-Service Director is hereby authorized to execute all contracts and other documents to implement the grant program in the City.

Section 4. This resolution shall take effect immediately.

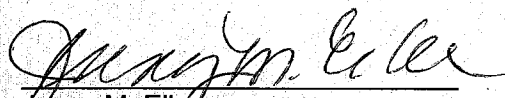

Kerry Smyth
President of Council

11/1/22
Date passed


Samuel D. Keller
Mayor

11/1/22
Date approved

Attest:


Jenny M. Eilermann
Clerk of Council

Approved as to form:

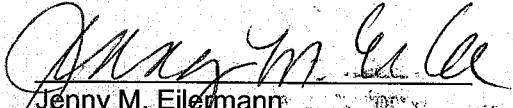

Kimberlee Erdman Rohr
Law Director

CERTIFICATE OF PUBLICATION

I, Jenny M. Eilermann, Clerk of the Council of the City of Cheviot, Ohio, hereby certify that the foregoing resolution, or a succinct summary, was published in the *Cincinnati Court Index*, a newspaper of general circulation in the City of Cheviot, Ohio, in accordance with Section 731.21 of the Ohio Revised Code, on the following dates:

1) 11-4, 2022, and

2) 11-10, 2022.


Jenny M. Eilermann
Clerk of Council

**Joint Agreement Between The Board of County Commissioners,
Hamilton County, Ohio and The City of Cheviot, Ohio, to Administer a
Community Revitalization Grant Awarded for Management of a Façade Improvement
Program Along the Harrison Avenue Business District**

This Joint Agreement (the "Agreement") is entered into on _____ day of _____, 2022 by and between the Board of County Commissioners, Hamilton County, Ohio ("County") and the City of Cheviot, Ohio ("Grantee").

Whereas, the County included the Community Revitalization Grant (CRG) program in 2022 overall budget to partner with cities, villages, and townships to implement impactful economic and community development projects; and

Whereas, participating local governments applied for funds to implement community and economic development plans, spur other development projects, remove blighted properties or conditions, and/or promote economic development; and

Whereas, the Grantee submitted an application for an economic development project including the management and implementation of a façade improvement program for commercial property owners and businesses located within the Harrison Avenue business district, further described in Exhibit A (the "Project") attached hereto and incorporated herein as part of this AGREEMENT; and

Whereas, the CRG Review Committee recommended funding the Project to the Board of County Commissioners (BOCC).

In consideration of the mutual promises, covenants and agreements contained herein, the sufficiency of which is expressly acknowledged, the parties agree as follows:

1. **Term:** The Grant term shall commence as of the Effective Date and extend through _____ (the "Grant Term") unless the term of this AGREEMENT is modified in writing or the AGREEMENT is terminated in accordance with the provisions hereof.
2. **Grant Agreement and Uses:** Subject to the terms of this AGREEMENT, the County, by and through its Office of Economic Development, hereby grants to the Grantee a one-time grant of money in the Agreement of \$150,000 (the "Grant Funds"). The Grant Funds are awarded to the Grantee exclusively to undertake and complete the Project. Any other use of Grant Funds without prior written approval of the County shall be considered a non-allowable expenditure and may be subject to reimbursement of grant funds to the County upon a financial audit.

- 3. Disbursement:** Upon execution of this AGREEMENT, the County will disburse the Grant Funds on a reimbursement basis. The Grantee shall invoice the County for Grant Funds and provide documentation on corresponding expenditures in a format acceptable to the County. The County shall deliver such funds to the Grantee within 30 days of receipt of invoice and accepted expenditure documentation. The Grantee shall not submit invoices more frequently than monthly.
- 4. Subcontractors:** The Grantee agrees to ensure that qualified personnel and/or contractors complete the Project. All personnel performing work on the Project shall be under the direct supervision of the Grantee or the Grantee's contractors. The Grantee agrees to comply with any and all applicable laws governing the selection of contractors under this AGREEMENT.
- 5. Records of Grant Funds and Access:** The Grantee shall maintain full, accurate and complete financial and accounting books, records and reports ("Records") of all direct and indirect uses and expenditures of the Grant Funds consistent with cash basis accounting principles. The Grantee shall keep and preserve all Records for at least three (3) years following the expiration of this AGREEMENT. The County or the County's designated representative, at the County's cost and expense, shall have the right to audit the Records at any time but shall not unreasonably interfere with the Grantee's operations in connection with any such audit.
- 6. Unused Grant Funds:** Grant funds not expended by the completion of the Grant Term shall be returned to the County within sixty (60) days.
- 7. Reporting:** The Grantee will submit semi-annual progress reports as well as a completion report. The format of the reports will be provided by the County. The County reserves the right to require the submission of additional reporting as it relates to the activities included in the Project. Such documentation may include, but is not limited to, reports, spreadsheets and databases whether in electronic or paper form. With reasonable promptness, Grantee shall supply County with such reporting and information pertaining to the Project as from time to time may be reasonably requested.
- 8. Adherence to State, Local and Federal Laws, Regulations:** The Grantee shall comply with all federal, state and local laws, rules and regulations applicable to the expenditure of the Grant Funds and the completion of the Project.
- 9. Termination:** This AGREEMENT may be terminated by the mutual written agreement of the parties; or by either party upon thirty (30) days written notice to the other in the event of a party's substantial failure to perform in accordance with the terms of this AGREEMENT. Expenditures incurred prior to termination shall be submitted and reimbursed in accordance with the terms of this Agreement.

The terms of this Agreement are hereby agreed to by both parties, as shown by the signatures of representatives of each.

Name
Title
City of Cheviot

Date

Jeffrey W. Aluotto
Hamilton County Administrator
On behalf of Hamilton County Board of County Commissioners

Date

Approved as to form:

Assistant Prosecuting Attorney

Date

Exhibit A
Project Scope and Budget

A. Project Scope

The Grantee will use the Grant Funds to manage and implement a façade improvement program, resulting in façade improvements for buildings in the following zone districts: Business A, Business B, Business B-OZ, and Business B-1. The Grantee will contract with various property owners or authorized businesses to fund the installation of façade improvements. The Grant Funds will be supplemented with matching funds provided by participating property owners or businesses. All Grant Funds will be dedicated to hard construction costs associated with the façade improvements. The Grantee will manage the program to promote job creation as well as blight removal.

B. Project Budget

Funding Sources:

Hamilton County 2022 Community Revitalization Grant: \$150,000

Total: \$150,000

Funding Uses:

City of Cheviot Business District Facade Improvement Program: \$150,000

Total: \$150,000