

CITY OF CHEVIOT  
STATE OF OHIO

RESOLUTION NO. 24- 05

**TO AUTHORIZE THE SAFETY-SERVICE DIRECTOR TO ENTER INTO AN AGREEMENT WITH HAMILTON COUNTY FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT.**

**WHEREAS**, the City applied to Hamilton County, Ohio ("County") Community Development Block Ground Community and Economic Development Assistance Program ("CEDAP") for rehabilitation of the exterior of the Former Cappels Building, located at 3625 Harrison Avenue, Cheviot, Ohio 45211, in order to prepare it for new businesses and to help drive new economic development in the business district; and

**WHEREAS**, the County approved a grant in the amount of \$300,000.00 to the City; and

**WHEREAS**, the City, through the Safety-Service Director must execute certain documents to accept the grant, including the document attached hereto as Exhibit A and incorporated herein, which is titled "Community Development Block Grant (CDBG) Agreement Between Board of County Commissioners, Hamilton County, Ohio and The City of Cheviot, Ohio."

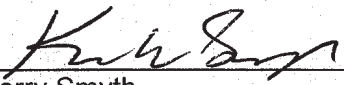
**NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHEVIOT, STATE OF OHIO THAT:**

Section 1. The Safety-Service Director is hereby authorized to execute all contracts and other documents necessary to accept the grant, including the Community Development Block Grant (CDBG) Agreement Between Board of County Commissioners, Hamilton County, Ohio and The City of Cheviot, Ohio," which is attached hereto as Exhibit A and incorporated herein.

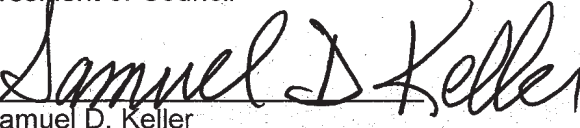
Section 2. The City hereby accept the grants, subject to the terms set forth in the Community Development Block Grant (CDBG) Agreement Between Board of County Commissioners, Hamilton County, Ohio and The City of Cheviot, Ohio," which is attached hereto as Exhibit A and incorporated herein.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal 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. This resolution shall take effect immediately.


  
Kerry Smyth  
President of Council

7/2/24  
Date passed

  
Samuel D. Keller  
Mayor

7/2/24  
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) 7/8, 2024, and
- 2) 7/15, 2024.

  
Jenny M. Eilermann  
Clerk of Council

**Community Development Block Grant (CDBG) Agreement Between  
Board of County Commissioners, Hamilton County, Ohio and  
The City of Cheviot , Ohio**

This Agreement (the "Agreement") is made and executed on this \_\_\_\_ day of \_\_\_\_ 2024, by and between the Board of County Commissioners, Hamilton County, Ohio on behalf of the Hamilton County Planning +Development Department (the "County") and the City of Cheviot, Ohio ("Cheviot" or "City"). For convenience the parties are sometimes singularly referred to as a "Party" and collectively as the "Parties."

**WITNESSETH:**

**WHEREAS**, the County has applied for and received federal Community Development Block Grant ("CDBG") funds from the U.S. Department of Housing and Urban Development (HUD), under Title 1 of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

**WHEREAS**, on November 1, 2024, County issued a Request for Proposals for the Community and Economic Development Assistance Program (CEDAP).

**WHEREAS**, on January 18, 2024, Cheviot submitted its application for the use of funding for the *City of Cheviot 3625 Harrison Avenue property exterior Rehab Project*; and

**WHEREAS**, the Cheviot's submitted application is for one (1) grant in the amount of Three Hundred Thousand Dollars and 00/100 (\$300,000) from the CDBG Community and Economic Development Assistance Program (CEDAP) for rehabilitation of the exterior of the Former Capps Building, located at 3625 Harrison Avenue, Cheviot, Ohio 45211, in order to prepare it for new businesses and to help drive new economic development in the business district ("Project"); and

**WHEREAS**, the Project is expected to assist in the revitalization of Cheviot's Business District; and

**WHEREAS**, the County has determined that the Project meets the conditions set forth in the CDBG Guidelines and desires to grant to Cheviot the amount of Three Hundred Thousand Dollars and 00/100 (\$300,000) for the provision of the Project on the terms and conditions contained herein.

## STATEMENT OF THE AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises herein contained, the Parties hereto agree as follows:

1. Funding Amounts.

a. Grant

The County hereby grants to Cheviot up to Three Hundred Thousand Dollars and 00/100 (\$300,000.00) (hereinafter the "Grant") for payment of the costs associated with the completion of the Project, as outlined in the Scope of Work, included with the application Cheviot submitted to the County, Exhibit A, which is attached hereto and incorporated herein by reference. The parties understand that the portion of the Scope of Work which is to be completed by a prospective buyer is contingent upon the City securing such a buyer. The City may, at its discretion, complete the demolition portion of the Scope of Work prior to securing a buyer or entering into a final contract with a prospective buyer.

2. Reserved.

3. Requests for Funds. Cheviot will submit to the County a written request for funds for the purposes specified herein. With each of these requests Cheviot will provide evidence sufficient for the County to determine the propriety of the proposed use of the funds requested in accordance with the Project Budget and Schedule, Exhibit B, which is attached hereto and incorporated herein by reference. Requests for funds shall be in the form of The Certification and Request for Payment, Exhibit C, attached hereto and incorporated herein by reference. Unless otherwise agreed to the Parties, in writing, requests for funds will be allocated 1/1 to the Grant. By way of example only, if a request of \$120,000 is made by Cheviot to the County, \$120,000 will be considered a part of the Grant. The City will promptly advertise for bids upon execution of this Agreement. If the bids exceed the amount of the Grant as described in Paragraph 1, the City may elect to not proceed with

the Scope of Work and not submit the Request for Funds. In that event, the City shall not receive any Grant funds and the City will not be penalized. If the City elects to proceed with the Scope of Work despite the cost exceeding the maximum amount of the Grant, the City shall be responsible for any cost that exceeds the Grant as set forth in Paragraph 9.

4. Reserved.

5. Reserved.

6. Representations of Cheviot. Cheviot hereby represents and warrants that:

- a. It has full power and authority to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated herein. Such execution, delivery and performance do not, and will not, violate any provision of law applicable to Cheviot and will not, conflict with or result in a default under any agreement or instrument to which Cheviot is a party or by which it or any of its property or assets is or may be bound. All the documents necessary to document this transaction have by proper action, been duly authorized, executed and delivered and all necessary actions have been taken to constitute Agreement and are valid and binding obligations of Cheviot.
- b. The provision of the Project will be completed, and the Project will be operated and maintained in such a manner as to conform to all applicable zoning, planning, building, environmental and other applicable governmental regulations imposed by the federal, state or local governments.
- c. There are no actions, suits, or proceedings pending or threatened against or affecting Cheviot or the Project which, if adversely determined, would individually or in the aggregate materially impair the ability of Cheviot to perform any of its obligations under this Agreement or adversely affect the financial condition of Cheviot.
- d. Cheviot is not in default under any loan or in the payment of any indebtedness for borrowed money or under any agreement or instrument evidencing any such indebtedness, and in no event, has incurred which by notice, the passage of time or otherwise would constitute any such event of default.
- e. The site of the Project shall be zoned under a zoning ordinance which permits the provision of the Project thereon in accordance with the plans and specifications and the



operation of the Project; and all utilities, including water, storm and sanitary sewer, gas, electric and telephone, and rights of access to public ways shall be available or will be provided to the Project site in sufficient locations and capacities to meet the requirements of operating the Project and of any applicable governmental requirement.

- f. Cheviot has made no contract or arrangement of any kind that would give rise to a lien or claim of lien on the Project or other collateral covered by this Agreement.
- g. All proceeds of the Grant shall be used for the payment of costs relating to the provision of the Project. No part of any such proceeds shall be knowingly paid to or retained by the Cheviot or any partner, officer, shareholder, director or employee of the Cheviot as a fee, kick-back or consideration of any type. The Cheviot has no conflict of interest with the general contractor or any architect, subcontractor, laborer or materialman performing work or services or supplying materials relating to the provision of the Project.
- h. The Cheviot shall provide an annual financial statement to the County during each year of the term of the Loan. The annual financial statement shall be reviewed using generally accepted accounting principles and include a certificate of the Cheviot's chief executive officer stating that (a) no Event of Default has occurred and is continuing and no event or circumstance which would constitute an Event of Default, but for the requirement that notice be given or time elapse or both, has occurred and is continuing, or, if such an Event of Default or such event or circumstance has occurred and is continuing, a statement as to the nature thereof and the action which Cheviot proposes to take with respect thereto, and (b) no action, suit or proceeding by Cheviot or against Cheviot at law or in equity, or before any governmental instrumentality or agency, is pending or, to the best of Cheviot's knowledge; threatened, which, if adversely determined, would materially impair the right or ability of Cheviot to perform the transactions contemplated by this Agreement, or would materially and adversely affect Cheviot's business, operations, properties, assets or condition, all as of the date of such certificate, except as disclosed in such certificate.
- i. The Project property has never, and does not currently contain, nor is it contaminated by, any hazardous or toxic waste materials in violation of any applicable environmental laws or regulations, including, but not limited to, Section 103 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601 et seq. and Chapter 3734 of the Ohio Revised Code; and no "clean-up" of the Project Property has

occurred pursuant to any applicable federal or state environmental laws or regulations which would give rise to (i) liability on the part of any person, entity or association to reimburse any governmental authority for the costs of any such "clean-up", (ii) a lien or encumbrance on the Project site, or (iii) impairment of the site for the intended purpose.

- j. Cheviot has demonstrated to the satisfaction of the County the suitability of the site to undertake the Project.
  - k. The Project property shall be used for the activities set forth in the Scope of Work and shall not be used for other purposes or activities without the express written approval of the County, except that the City may elect to proceed with the Scope of Work even if the City has not secured a prospective buyer as described in Paragraph 1(a).
  - l. Cheviot acknowledges that all applicable HUD regulations (24 C.F.R. § 0.1 et. seq.) and CDBG regulations (24 C.F.R. § 92.1 et. seq.) will be followed. A link to the CDBG regulations can be found at <https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/>.
  - m. Cheviot must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Cheviot's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
7. Provision of the Project. Cheviot (a) has provided a marketing plan and management strategy for the Project; (b) has commenced or shall promptly hereafter commence the provision of the Project; (c) has demonstrated Cheviot's capacity to undertake and oversee the Project, as evidenced by documentation of the applicant's past performance in economic development Projects; (d) shall pay all expenses incurred in such provision from funds made available therefor in accordance with this Agreement or otherwise; and (e) shall demand, sue for, levy and recover all sums of money and debts which may be due and payable under the terms of any contract, order, receipt, guaranty, warranty, writing or

instruction in connection with the provision of the Project and will enforce the terms of any contract, agreement, obligation, bond or other performance security with respect thereto.

8. Prevailing Wage Rates. Cheviot confirms that all wages paid to laborers and mechanics employed on the Project shall be paid at not less than the federal prevailing rates of wages for laborers and mechanics for the class of work called for by the Project, which wages shall be determined in accordance with the federal requirements, or where applicable, Chapter 4115, Ohio Revised Code, for determination of prevailing wage rates.
9. Cheviot Required to Pay Costs in Event Proceeds are Insufficient. In the event that the Grant is not sufficient to pay all costs of the Project, Cheviot will, nonetheless and irrespective of the cause of such deficiency, complete the Project in accordance with the plans and specifications and pay all costs of such completion with its own funds. However, the City may elect to not proceed with the Scope of Work, in its sole discretion, if the bids exceed the amount of the Grant, as set forth in Paragraph 3.
10. Events of Default. Each of the following shall be an "Event of Default":
  - a. Cheviot shall fail to observe and perform any agreement, term or condition contained in this Agreement other than as required pursuant to subsection (a) above, and such failure continues for a period of thirty (30) days after notice of such failure is given to Cheviot by the County, or for such longer period as the County may agree to in writing; provided, that if the failure is of such nature that it can be corrected but not within the applicable period, such failure shall not constitute an Event of Default so long as Cheviot institutes curative action within the applicable period and diligently pursues such action to completion; or
  - b. Any representation or warranty made by Cheviot herein or in any other documents or in connection herewith shall prove to have been incorrect in any material respect when made; or
  - c. Cheviot shall fail to pay any indebtedness of Cheviot, or any interest or premium thereon, when due and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such indebtedness; or
  - d. Cheviot commences a voluntary case under titles of the United States Code entitled



"Bankruptcy" as now or hereafter in effect, (the "Bankruptcy Code"), or any successor thereto or an involuntary case is commenced against Cheviot under the Bankruptcy Code and relief is ordered against Cheviot; or Cheviot is not paying its debts as such debts become due; or

- e. Cheviot relocates a plant, facility, or operation from one Labor Market Area to another which results in the relocation of jobs and the significant loss of jobs to the Labor Market Area from which the relocation occurred within three years of the date of assistance.

11. Remedies on Default. Whenever an Event of Default shall have happened and be subsisting, any one or more of the following remedial steps may be taken:

If the Grant has not been disbursed, the County may terminate any and all obligations under this Agreement;

- a. The County may exercise any or all or any combination of the remedies existing in law or equity, including repayment of the Grant.
  - b. The County may have access to, inspect, examine and make copies of the books and records accounts and financial data of Cheviot.
  - c. The County may pursue all remedies now or hereafter existing at law or in equity to collect all amounts then due and thereafter to become due under this Agreement, or to enforce the performance and observance of any other obligation or agreement of Cheviot.
12. No Remedy Exclusive. No remedy conferred upon or reserved to the County by this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, or now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it in this section, it shall not be necessary to give any notice, other than such notice as may be expressly provided for herein or required by law.

13. Uses of Grant Amounts. It is further agreed that the Grant by the County hereunder shall be used by Cheviot as outlined in Exhibit A, Scope of Work, except that the City may elect to proceed with the Scope of Work despite not having secured a prospective buyer.
14. Notification. Cheviot shall immediately notify the County of any change in its financial position, which would relate to the ability of Cheviot to fulfill its responsibilities under this Agreement.
15. Responsibility for Own Acts. Except as otherwise provided under applicable law and without waiving or reducing any immunities provided thereby, each Party shall be solely responsible for its negligent acts or omissions in the performance of its activities under this Agreement and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. The Parties agree that this section is only a statement setting forth the limited responsibility of each Party solely for its own acts of judicially determined negligence or willful malfeasance and is not and shall not be construed as any contractual or other obligation to defend, indemnify, or hold harmless the other Party. Neither Party, by this Agreement, shall assume any liability or obligation of the other Party.
16. Other Agreements. Cheviot shall not enter into any agreement containing any provision which would be violated hereunder or under any instrument or document delivered or to be delivered by it hereunder or in connection herewith.
17. Conflict of Interest. Cheviot agrees to abide by the provisions of 2 CFR 200.318(c) and 24 CFR 570.611, which include (but are not limited to) the following:
  - a. Cheviot shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of agreements supported by federal funds.
  - b. No employee, officer or agent of Cheviot shall participate in the selection, or in the award, or administration of, an agreement supported by federal funds if a conflict of interest, real or apparent, would be involved.
  - c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may

obtain a financial interest in any agreement, or have a financial interest in any agreement, sub agreement, or contract with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, Cheviot, or any designated public agency.

18. Lobbying.

Cheviot hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress about this Federal Agreement, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including sub agreements, sub grants, and contracts under grants, loans, and cooperative agreements) and that all contractors and vendors shall certify and disclose accordingly:
- d. Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall

be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

19. Environmental Review.

- a. No funds will be advanced, and no costs can be incurred, until an environmental review of the proposed Project has been conducted as required under 24 CFR Part 58. The environmental review shall be conducted by County and may result in a decision to proceed with, modify or cancel the Project.
- b. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environment review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58.
- c. Further, Cheviot will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the Agreement.

20. Lead Based Paint. Cheviot shall assure compliance with 24 CFR 92.251 as relates to Property Standards, Accessibility Standards, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

21. Civil Rights

a. Compliance.

Cheviot agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders

11375, 11478, 12107 and 12086.

b. Nondiscrimination

Cheviot agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. Cheviot further agrees to comply with the non-discrimination provisions in Section 109 of the HCDA, as applicable.

c. Section 504

Cheviot agrees to comply with all applicable federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

d. Affirmative Action

1. Approved Plan

Cheviot agrees that it shall be committed to carry out pursuant to an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. Upon request, County will provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

2. Women- and Minority-Owned Businesses (W/MBE)

Cheviot will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement, when possible.

22. Applicable Laws. Cheviot shall at all times comply with and cause the Project to be in compliance with, all federal, state, county and city laws, rules and regulations, and any amendments or notices thereto which may be subsequently enacted, including related regulatory guidance, which are applicable to the Project or applicable to Cheviot as recipient of CDBG funds for the Project. Cheviot shall independently determine which of such laws and regulations are applicable to the Project or Cheviot, and is not, and shall not,



rely upon the County's, or the County's officers, officials, employees or agents, in making any such determination. The specific references to particular statutes, regulations, and related regulatory guidance referenced in this Agreement and exhibits mean those which are in effect on the date hereof. Any amendments or notices thereto which may be subsequently enacted shall be applied, as applicable by Cheviot.

23. Use of Funds. Cheviot shall apply the proceeds of the Grant to pay the expenses of the activities described in the Scope of Work (Exhibit A) and shall complete the Project no later than 18 months after execution of this Agreement. Cheviot shall provide all funds in addition to the proceeds of the Grant which may be necessary or convenient to complete the Project. Future funding may be contingent upon satisfactory compliance with and progress toward completion of this and/or previously funded Hamilton County Planning + Development Department projects. However, if the City elects to not proceed with the Scope of Work and does not submit a Request for Funds, as described in Paragraph 3 the City shall not be penalized in future Hamilton County Planning + Development Department projects and grants.

In accordance with 24 CFR 570.208, federally assisted projects which are not completed primarily for the benefit of low- and moderate-income residents of the County, as evidenced by the execution of the written agreement, or do not meet the requirements for a national objective, shall be considered terminated resulting in repayment of all CDBG funds advanced hereunder.

24. Miscellaneous.

- a. Term of Agreement. This Agreement shall be and remain in full force and effect from the date of its delivery until (a) the termination of this Agreement pursuant to section 10.
- b. Notices. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, and addressed to the appropriate address. Cheviot or the County may, by notice given hereunder, designate any further or different addresses to which subsequent notice, certificates, requests or other communications shall be sent.
- c. Extent of Covenants of the County. All covenants, obligations and agreements of the

County contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future County of Development in other than his official capacity.

- d. Binding Effect. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the County, Cheviot and their respective successors and assigns.
- e. Amendments and Supplements. This Agreement may not be amended or supplemented except by an instrument in writing executed by the County and Cheviot.
- f. Severability. If any provision of this Agreement, or any covenant, obligation, or agreement contained herein is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable portion were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.
- g. Captions. The captions and headings in this Agreement shall be solely for convenience or reference and shall in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.
- h. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.
- i. Program Income. All income received from activities and structures funded hereunder shall be considered program income and subject to Section 24 CFR 570.504 of the Community Development Block Grant (hereinafter referred to as "CDBG") regulations.

Program income generated as a result of this Agreement may be retained by Cheviot and used to provide additional eligible services as described in Exhibit "A". All provisions of this Agreement will continue to apply to any services provided with this program income funding. Monthly invoices will show program income received as

credits for payment for services provided.

Any program income held when this Agreement expires, is terminated, or is received after the Agreement expires and terminated shall be paid to the County as required by 24 CFR 570.503 (b)(8).

- j. Logo and Branding. Cheviot shall provide and erect a sign on the property during any construction or rehab of the Project which credits the County's CDBG Program with financing a portion of the Project. Cheviot shall not use County's logo without prior approval.
- k. Limitation on Disbursement. Notwithstanding any other provision contained herein, County shall be under no obligation to disburse to Cheviot more than the amounts detailed in Section 2.
- l. Insurance. Cheviot shall maintain the insurance set forth in Exhibit D, attached hereto and incorporated herein by reference.

Signatures are on the next page.

**IN WITNESS WHEREOF**, the Parties hereto have executed and agreed to the provisions of this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

City:

The City of Cheviot, Ohio

By: \_\_\_\_\_

Steve Braun

Safety Service Director, City of Cheviot

Board of County Commissioners, Hamilton County, Ohio

County:

By: \_\_\_\_\_  
Jeffrey W. Aluotto  
County Administrator  
On behalf of Hamilton County Board of County  
Commissioners

Approved as to form:

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Prosecutor's Office  
Hamilton County, Ohio

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Kimberlee Erdman Rohr  
Law Director  
City of Cheviot, Ohio



**Exhibit A**  
**Scope of Work**

Cheviot has an interested party who plans to convert the former Cappel building into a brewery with food concessions/entertainment venue. The building has 2 sections, the Harrison retail frontage with 9,184 sq. ft. and the rear storage garage with loading dock off of Gamble with 5,156 sq. ft. The buyer would like to demolish the Harrison frontage to use for outdoor eating and gathering. The rear portion would remain and be the location for the brewery and customer seating. The City is requesting CDBG funds for the rehab of the exterior of the building to include demolition and removal of the Harrison retail frontage (\$230,000) and construction of a 70x118 wall dividing the two structures of the building (existing wall is a party wall) for (\$94,000) to prepare the building for this new business. This project is essential to Cheviot's strategy of driving new economic development in this district

**Exhibit B**

**Project Budget**

| SOURCE (Lender)  | Amount                 | Type L= Loan or G=Grant | Term (Years) | Rate | % of Total Project Sources | Annual Debt Service Amount | Commitment Date or Anticipated Date |
|------------------|------------------------|-------------------------|--------------|------|----------------------------|----------------------------|-------------------------------------|
| CDBG Request     | \$ 300,000.00          | Grant                   |              |      | 21%                        | \$ -                       |                                     |
| CDBG Request     | \$ 0.00                | Loan                    |              |      | 37%                        | \$ -                       |                                     |
| Lender           | \$ 525,000.00          | Loan                    |              |      | 18%                        | \$ -                       |                                     |
| Developer        | \$ 260,000.00          | Cash                    |              |      | 24%                        | \$ -                       |                                     |
| Land Acquisition | \$350,000.00           | Acquired                |              |      |                            |                            |                                     |
| <b>TOTAL</b>     | <b>\$ 1,435,000.00</b> |                         |              |      | <b>100%</b>                | <b>\$ -</b>                |                                     |

| Line Item                | Total Costs   | % Total |
|--------------------------|---------------|---------|
| Building Acquisition     | \$ 350,000.00 | 24%     |
| Land Acquisition         | \$ 1.00 -     | 0%      |
| Site Work                | \$ 300,000.00 | 21%     |
| Rehabilitation Costs     | \$ 510,000.00 | 36%     |
| New Construction Costs   | \$ 1.00       | 0%      |
| Construction Contingency | \$ 1.00       | 0%      |
| Permits                  | \$ 7,000.00   | 0%      |
| Demolition               | \$ 1.00 -     | 0%      |
| Water                    | \$ 1.00 -     | 0%      |
| Sewer                    | \$ 1.00 -     | 0%      |
| Stormwater & Drainage    | \$ 1.00       | 0%      |

|  |                        |            |
|--|------------------------|------------|
| General Requirements                     | \$ 1.00                | 0%         |
| Contractor Overhead                      | \$ 1.00                | 0%         |
| Contractor Profit                        | \$ 1.00                | 0%         |
| Other (define) Tenant Specific Build Out | \$ 215,000.00          | 15%        |
| Other (define)                           | \$ -                   | 0%         |
| <b>Total Hard Costs</b>                  | <b>\$ 1,382,010.00</b> | <b>96%</b> |
|  |                        |            |
| Site Planning                            | \$ 1.00                | 0%         |
| Architect & Engineer                     | \$ 17,000.00           | 1%         |
| Legal                                    | \$ 15,000.00           | 1%         |
| Consultant                               | \$ 1.00                | 0%         |
| Survey                                   | \$ 1.00                | 0%         |
| Construction Loan Interest               | \$ 14,080.75           | 1%         |
| Construction Loan Fee                    | \$ .25                 | 0%         |
| Construction Insurance                   | \$ 1,898.00            | 0%         |
| Property Taxes                           | \$ 5,000.00            | 0%         |
| Appraisal                                | \$ 1.00                | 0%         |
| Environmental                            | \$ 1.00                | 0%         |
| Market Study/ Marketing                  | \$ 1.00 -              | 0%         |
| Relocation                               | \$ 1.00 -              | 0%         |
| Developer Fee                            | \$ 1.00                | 0%         |
| Capitalized Reserves                     | \$ 1.00                | 0%         |
| Other (define)                           | \$ 1.00                | 0%         |
| Other (define)                           | \$ 1.00                | 0%         |

|                                |    |              |    |
|--------------------------------|----|--------------|----|
| <b>Total Soft Costs</b>        | \$ | 52,990.00    | 4% |
| <b>Total Development Costs</b> | \$ | 1,435,000.00 |    |

**Exhibit C**  
**Certification & Request for Payment Form**

This page is intentionally left blank. See the "Certification & Request for Payment" Form on the following page.



## Exhibit D

### Insurance

Cheviot agrees to procure and require its contractors, if any, to procure and keep in force during the term of this Agreement insurance policies of the types and of the coverage, containing the terms, and in the minimum amounts as specified below:

1. All insurance required herein shall be issued by companies licensed to do business in Ohio, and which are rated not less than A: VII by A. M. Best.
2. Commercial General Liability insurance with commercial general liability form GC 00 01, with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate covering death, bodily injury, and property damage. Coverage must include contractual liability, third party property damage, severability of interest, completed operations coverage maintained for at least three years beyond the date of the contractor's completion of the work, waiver of subrogation, and waiver of "cross claim exclusion between insureds."
3. Business auto liability insurance of at least \$1,000,000, combined single limit, on all owned and non-owned leased and hired automobiles. Coverage must include contractual liability, waiver of subrogation, and waiver of "cross claim exclusion between insureds."
4. Umbrella and excess liability policies of at least \$1,000,000, per occurrence and in the aggregate, above the underlying General Liability and business auto policies. Coverage must include drop down feature, concurrency of effective dates, aggregates in the primary apply in the Umbrella, and waiver of subrogation.
5. Workers' Compensation insurance with Statutory limits as required by the State of Ohio, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
6. Commercial General Liability, business auto, and employer liability policies must name the Board of County Commissioners, Hamilton County, Ohio, and its employees, officials, agents or volunteers and the Hamilton County Planning + Development Department and its employees, officials, agents and volunteers as additional insureds. Further these policies must waive subrogation claims against the aforesaid individuals.
7. Before starting work, Cheviot shall give County a certificate of insurance completed by Cheviot duly authorized insurance representative certifying that at least the minimum coverage required herein is in effect; specifying the form that the liability coverage's are written on; and, confirming liability coverage's shall not be cancelled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of issuance without thirty (30) days advance written notice to: Hamilton County Risk Manager, Todd B. Portune Center, 138 East Court Street, Room 707, Cincinnati, Ohio 45202 or [COI@hamilton-](mailto:COI@hamilton-)

co.org.

8. Maintenance of the insurance required hereunder is a material element of this Agreement. Material changes of the required coverage or cancellation of the coverage may be considered a material breach of this Agreement.
9. Cheviot shall require all contractors working on the Project to indemnify the Board of County Commissioners, Hamilton County, Ohio, and its employees, officials, agents or volunteers and the Hamilton County Planning + Development Department and its employees, officials, agents and volunteers consistent with the language set forth in Section 14 of the Agreement.