

RESOLUTION NO. 2022 - 12

A RESOLUTION AUTHORIZING A JOINT AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO AND THE VILLAGE OF GOLF MANOR, OHIO TO ADMINISTER A COMMUNITY REVITALIZATION GRANT AND DECLARING AN EMERGENCY

WHEREAS, the Village has applied to the Community Revitalization Grant Review Committee for a Community Revitalization Grant to eliminate blight and to demolish structures which have been determined by the Village to be nuisance structures, which removal is necessary for the public health, safety and welfare, and to permit redevelopment within the Village; and

WHEREAS, the Village has been awarded a grant of up to \$250,000 for the purpose of acquiring and demolishing a structure located at 6516 Wiehe Road, Auditor's parcel number 528-0004-0394; and

WHEREAS, the Grant Administrators have submitted the attached Joint Agreement to the Village to be approved by the Village Council to authorize the Village Administrator to acquire such real estate, and in accordance with the terms of the Grant Program to demolish the structure on site and to remediate and prepare such site for redevelopment.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Golf Manor, Hamilton County, Ohio, that:

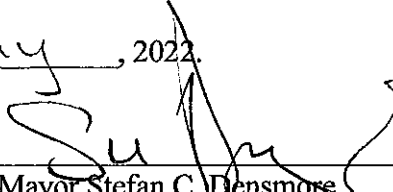
SECTION I. The Village Administrator is authorized to execute the attached Joint Agreement between the Board of County Commissioners of Hamilton County, Ohio and the Village of Golf Manor, Ohio to administer a Community Revitalization Grant for the purpose of acquiring property at 6516 Wiehe Road, and to proceed to demolish such structure on the property and to prepare the property for redevelopment. The Village Administrator is authorized to execute such Joint Agreement consistent with the form attached hereto.

SECTION II. The Village Administrator is authorized to take such additional steps as may be necessary to administer the program, including securing appropriate bids to demolish the property and to prepare and remediate the site for redevelopment.

SECTION III. The Village Administrator is authorized to execute such additional documentation as may be necessary to comply with the terms of the Joint Agreement and the Community Revitalization Grant.

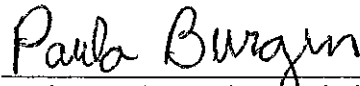
SECTION IV. This Resolution is determined to be an emergency measure necessary for the public health, safety and welfare to eliminate a deteriorated and blighted property within the Village, and to acquire such property consistent with the terms and timeline for a Community Revitalization Grant. As a result, this Resolution shall take effect immediately upon passage.

PASSED this 14th day of February, 2022.



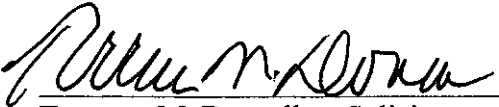
Mayor Stefan C. Densmore

ATTEST:



Paula Burgin, Assistant Clerk

APPROVED AS TO FORM:



Terrence M. Donnellon, Solicitor

Joint Agreement Between The Board of County Commissioners, Hamilton County Ohio and The Village of Golf Manor, Ohio, to Administer Community Revitalization Grant Awarded to acquire property located at 6516 Wiehe Road (Auditor's Parcel Number 528-0004-0394-00) and to Demolish Structures Located on the Site and Prepare it for Re-development.

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 Village of Golf Manor, Ohio ("Grantee").

Whereas, the County established the Community Revitalization Grant (CRG) program in 2021. CRG awards will be made for large and impactful projects for communities throughout Hamilton County; 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 acquisition of 6516 Wiehe Road, demolition of structures on site, and preparation of the site for future redevelopment, 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 Amount 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 amount of \$250,000 (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. Closing Documents:** In advance of a closing on the acquisition of property as part of the Project, the County may request from the Grantee certain documents for review,

including but not limited to the settlement statement, deed, and other related documents. The Grantee shall provide the requested closing documents to the County for review in advance of the closing.

4. **Disbursement:** Upon execution of this AGREEMENT, the Grantee shall invoice the County for the Agreement of the Grant Funds associated with the property acquisition and the County shall deliver such funds to the Grantee within 30 days of invoice. Following the closing of the property acquisition, the County will disburse the remainder of the funds on a reimbursement basis. The Grantee shall invoice the County for remaining 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.
5. **Subcontractors:** The Grantee agrees to secure qualified personnel and/or contractors to 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.
6. **Competitive Procurement:** The Grantee agrees that the procurement of goods and services utilizing Grant Funds shall be through a competitive procurement process required by the Ohio Revised Code.
7. **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.
8. **Unused Grant Funds:** Grant funds not expended by the completion of the Grant Term shall be returned to the County within sixty (60) days.
9. **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.

10. 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.

11. 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.

Ron Hirth

Ron Hirth
Village Administrator
Village of Golf Manor

2/15/2022

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 Village of Golf Manor will use the Grant Funds to acquire 6516 Wiehe Road (PID 528-0004-0394-00). Following the acquisition of the property, the Village of Golf Manor will demolish all structures located on the site and prepare the site for redevelopment. The Village of Golf Manor will work with the County and other partners to redevelop the site to bring additional businesses, jobs, and revitalization to the area.

B. Project Budget

Funding Sources:

Hamilton County Community Revitalization Grant - \$250,000

Funding Uses:

Acquisition of 6516 Wiehe Road(PID 528-0004-0394-00) - \$150,000

Demolition - \$35,000

Remediation and Site Preparation - \$65,000