

RESOLUTION NO. 2022 - 28

**A RESOLUTION APPROVING A JOINT AGREEMENT WITH THE  
BOARD OF COUNTY COMMISSIONERS, HAMILTON COUNTY, OHIO  
TO ACCEPT AND ADMINISTER A COMMUNITY REVITALIZATION GRANT**

**WHEREAS**, the Village applied to the Board of County Commissioners, Hamilton County, Ohio, for a Community Revitalization Grant to enable the Village to acquire and remove blighted properties in and near the Wiehe Road and Losantiville Avenue intersection; and

**WHEREAS**, the Community Revitalization Grant Review Committee did recommend to the Board of County Commissioners that a grant be made available to the Village to support the acquisition and demolition of vacant and blighted properties; and

**WHEREAS**, the Board of County Commissioners, Hamilton County, Ohio has tendered the attached Joint Agreement to be accepted and approved by the Village setting forth the terms and conditions to receive and administer the Grant Program; and

**WHEREAS**, the Administration has recommended that Council accept the Joint Agreement and proceed with the appropriate plan to implement the grant and to revitalize the community.

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

**SECTION I.** The attached Joint Agreement between the Board of County Commissioners, Hamilton County, Ohio and the Village of Golf Manor to administer a Community Revitalization Grant awarded for property acquisition near Wiehe Road and Losantiville Avenue is hereby accepted, and the Village Administrator to authorized to execute the Joint Agreement and to proceed according to the terms of the Joint Agreement to receive the funds and implement the Grant Program.

**SECTION II.** The Village Administrator is authorized to execute such additional documentation as may be necessary to administer this Community Revitalization Grant.

**SECTION III.** This Resolution shall take effect the earliest opportunity as allowable by law.

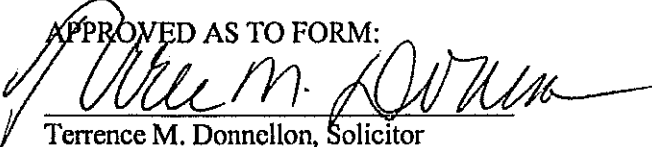
PASSED this 15<sup>th</sup> day of August, 2022.

  
Matthew K. Boettcher, Mayor *Pro-Tem*

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 a  
Community Revitalization Grant Awarded for Property Acquisition Near Wiehe Road and  
Losantville Avenue**

This Joint Agreement (the "Agreement") is entered into on 15<sup>th</sup> day of August, 2022 by and between the Board of County Commissioners, Hamilton County, Ohio ("County") and the Village of Golf Manor, 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 acquisition of property and demolition of vacant and blighted structures near the intersection of Wiehe Road and Losantville Avenue, 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 \$400,000 (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 Grantee shall provide to the County certain documents for review, including


but not limited to the purchase contract, 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 the written approval by the County for a purchase contract, the Grantee shall invoice the County for the amount of the Grant Funds associated with the specific purchase contract and the County shall deliver such funds to the Grantee within 30 days of invoice. Following the closing of a County-approved property acquisition, the County will disburse Grant Funds for demolition and site clearance on a reimbursement basis. The Grant Funds dispersed on a reimbursement basis shall require 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.

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

  
\_\_\_\_\_  
Name  
Title  
Village of Golf Manor

8/25/2022  
\_\_\_\_\_  
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 Grantee will use the Grant Funds to acquire property near the intersection of Wiehe Road and Losantiville Avenue, as well as demolish vacant and blighted structures to prepare sites for redevelopment. The Grantee 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 2022 Community Revitalization Grant: \$400,000

**Total: \$400,000**

**Funding Uses:**

Property Acquisition: \$300,000

Demolition: \$100,000

**Total: \$400,000**