

## ORDINANCE NO 26, 2024

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A JOINT AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS, HAMILTON COUNTY, OHIO AND THE VILLAGE OF ST. BERNARD, OHIO TO ADMINISTER A COMMUNITY REVITALIZATION GRANT AWARDED FOR PROPERTY REDEVELOPMENT AND DECLARING AN EMERGENCY.**

**Whereas**, the County included the Community Revitalization Grant (CRG) program in its 2024 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 property redevelopment for the St. Bernard Square Revitalization Project, further described in Exhibit A (the "project") and Exhibit B ("Grantee's Application") 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); now therefore

**BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ST. BERNARD, STATE OF OHIO:**

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

Section 1. Term: The Grant Term shall commence as of the Effective Date and extend through December 30, 2025 (the Grant Term ) unless the term of this Agreement is modified in writing or the Agreement is terminated in accordance with the provisions hereof.

Section 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 amount of Two Hundred Thousand Dollars (\$200,000) (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.

Section 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 source documentation on corresponding expenditures in a format acceptable to the County. Source documentation shall include invoices and proof

of payment. The County will make all reasonable efforts to pay such funds to the Grantee within 30 days of receipt of invoice and acceptable source documentation. The Grantee shall not submit invoices more frequently than monthly. Disbursement of Grant Funds is limited to actual costs and expenses the Grantee incurs after the Effective Date for the Project up to the maximum of Two Hundred Thousand Dollars (\$200,000). Grantee agrees that the Grant Funds are restricted and may only be used for the uses outlined in Exhibit A. Grant Funds disbursed under this Agreement cannot supplant any other funding. Any Grant Funds disbursed to Grantee for ineligible costs or expenses shall be returned to Board, immediately upon request.

Section 4. 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.

Section 5. 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.

Section 6. 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.

Section 7. Reporting: The Grantee will submit semi-annual progress reports as well as a completion report. 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.

7.1 Semi-annual reports. On January 31 and July 31 of the year receiving the Grant Funds, Grantee shall submit a report satisfactory to the County which includes the following information:

- .1 A narrative summary of Project status during the reporting period;
- .2 Amount of Grant Funds obligated and spent; and
- .3 Description of any risks to Project implementation.

7.2 Completion report. By January 30, 2025, Grantee shall submit a completion report which includes the following information:

- .1 Project Summary;
- .2 Impact the Grant Funds made on the Project;

- .3 Feedback from businesses on the economic impact of project, Including testimonials; and
- .4 Total Grant Funds spent.

Section 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.

Section 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.

Section 10. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety. The reason for the emergency is that the above funds are needed to be available for payment of expenses not provided for previously. Therefore, this Ordinance shall take effect immediately by and upon its passage, and the approval of two-thirds of the members of said Council. However, this Ordinance shall take effect on the earliest date provided by law if approved by no more than the majority of members of Council, and in that event, the emergency provisions herein are set at naught.

Passed this 22nd day of August, 2024.

Stu Asbach  
President of Council

ATTEST:

Heidi Culbertson, pro tem  
Clerk of Council

Approved this 22nd day of August 2024.

[Signature]  
Mayor

I, CAROLINE STEGMAN, CLERK OF COUNCIL, VILLAGE OF ST. BERNARD, STATE OF OHIO: DO HEREBY testify that the publication of Ordinance No. 26, 2024 was made by posting true copies of same in the most public place designated by Council: City Hall, Vine Street and Washington Avenue; each for a period of fifteen (15) days or more commencing Sept 12, 2024.

ATTEST: Heidi Culbertson, pro tem Date 8-22-2024  
Clerk of Council

Approved as to form [Signature] Date 22 Aug 2024  
Director of Law