

RESOLUTION NO. 2024-1

**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO  
AN AGREEMENT WITH THE HAMILTON COUNTY BOARD OF COUNTY  
COMMISSIONERS FOR A COMMUNITY REVITALIZATION GRANT**

**WHEREAS:** Hamilton County offers communities the ability to apply for funds for community revitalization; and

**WHEREAS:** The Village of Silverton, Ohio applied in 2022 and revised the application in 2024 to apply for the Hamilton County Revitalization Grant funds; and

**WHEREAS:** The application is focused on the New Model Project area and property acquisition in that area; and


**WHEREAS:** The Village of Silverton, Ohio desires to facilitate advancing development in the Village and specifically the New Model Project area.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF SILVERTON, HAMILTON COUNTY, OHIO:**

**SECTION I.** The Village Manager is hereby authorized to sign an agreement, attached, with the Hamilton County Board of County Commissioners for a \$500,000 Community Revitalization Grant for property acquisition and associated costs in the New Model Project Area, subject to any revisions that are approved by the Village Solicitor.

**SECTION II.** This Resolution shall be in full force from and after the earliest period allowed by law.

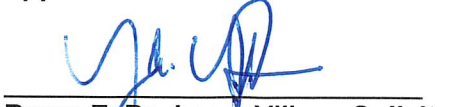
***PASSED this 7<sup>th</sup> day of March, 2024.***

  
\_\_\_\_\_  
**John A. Smith, Mayor**

**ATTEST:**

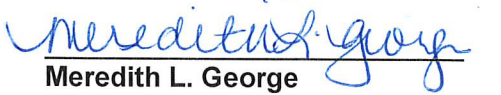
  
\_\_\_\_\_  
**Jack Cameron, Village Manager**

***Approved as to form:***

  
\_\_\_\_\_  
**Bryan E. Pacheco, Village Solicitor**

**CERTIFICATION:**

I, Meredith L. George, Clerk of Council of the Village of Silverton, County of Hamilton, State of Ohio; do hereby certify that there is no newspaper published in said municipality and that publication of the foregoing Ordinance No. 2024-1 has been duly made by posting true copies in two (2) places that are accessible by the public in said municipality, as determined by Council as follows: 1) Silverton Town Hall lobby area and Council Chambers foyer; and 2) Silverton's official website. Said posting was for a period of fifteen days commencing 3/8, 2024.

  
\_\_\_\_\_  
**Meredith L. George  
Clerk of Council of Silverton, Ohio**

**Joint Agreement Between the Board of County Commissioners, Hamilton County, Ohio and  
the Village of Silverton, Ohio to Administer Community Revitalization Grant**

This Joint Agreement (the "Agreement") is entered into on \_\_\_\_\_ day of \_\_\_\_\_, 2024 ("Effective Date"), by and between the Board of County Commissioners, Hamilton County, Ohio ("County") and the Village of Silverton, Ohio ("Grantee").

Whereas, the Grantee applied for a 2022 Community Revitalization Grant, was recommended for funding, and the grant funds in the amount of \$500,000 were encumbered by the County; and

Whereas, since the original grant application was submitted, the project approach changed to property acquisition to facilitate development and accommodate a growing need for parking in the business district; and

Whereas, the Grantee updated its grant application to reflect this change in the economic development project, further described in Exhibit A (the "Project") and Exhibit B (Grantee's "Application") attached hereto and incorporated herein as part of this Agreement.

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 May 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.
- 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 Five Hundred Thousand Dollars (\$500,000.00) (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. 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 Five

Hundred Thousand Dollars (\$500,000.00). 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.

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.

Grantee agrees to adhere to accounting principles and procedures required by federal law. Grantee further agrees to utilize adequate internal controls, and to adhere to required accounting principles and procedures.

8. **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.

**8.1 Semi-annual reports.** On July 31, 2024 and January 31, 2025 , 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.

**8.2 Completion report.** By May 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.

**9. 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.

**10. Insurance Requirements:** During the term of this Agreement and for such additional time as may be required, Grantee shall provide, pay for, and maintain in full force and effect the insurance outlined in Exhibit C attached hereto and incorporated herein by reference.

**11. 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.

**12. 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.

**13. Enforcement of Agreement:** The validity, terms, performance and enforcement of this Grant Agreement shall be governed and construed by its provisions and in accordance with the laws of the State of Ohio. Grantee hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the state and federal courts located in Cincinnati, Ohio for any action, suit or proceeding arising out of or relating to this Grant Agreement and the transactions contemplated hereby.

**14. Miscellaneous:** This Grant Agreement, including all exhibits, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous and contemporaneous written and oral agreements and communications relating to the subject matter of this grant.

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

\_\_\_\_\_  
Name  
Title  
Village of Silverton

\_\_\_\_\_  
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 which supports parking in the area and future mixed-use development in the Montgomery and Plainfield Road corridors. The Grantee will also use Grant Funds to be included as a property owner in subsequent property assemblage for development of this area.

**B. Project Budget**

Funding Sources:

Hamilton County Community Revitalization Grant - \$500,000  
TIF - \$3,500,000  
Port Sales Tax - \$771,000  
Developer Private \$21,653,000  
Developer Private \$9,664,000

Funding Uses:

Property Acquisition - \$500,000  
Infrastructure - \$3,500,000  
Construction - \$771,000  
Construction - \$21,653,000  
Acquisition - \$9,664,000

**Exhibit B**  
**Application**

**Exhibit C**  
**Insurance Requirements**

Grantee shall procure and maintain for the duration of the Event insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Grantee, its agents, representatives, or employees. The Grantee shall bear the cost of all insurance. Insurance shall be purchased from insurers authorized to provide insurance in Ohio with an A. M. Best rating of no less than A: VII.

Insurance coverage shall be at least as broad as:

- **Commercial General Liability** insurance policy with coverage contained in Insurance Services Office Form CG 00 01 on an "occurrence" basis, including products and completed operations, bodily injury, and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project, or the general aggregate limit shall be twice the occurrence limit (or \$4,000,000). Coverage will include:
  1. Additional insured endorsement
  2. Contractual liability
  3. Broad form property damage
  4. Severability of interests
  5. Personal injury
  6. Joint venture as named insured (if applicable)
  7. Waiver of Subrogation
- **Auto liability** insurance contained in Insurance Services Office Form CA 00 01 of at least \$1,000,000 combined single limit, on all owned, non-owned, leased, and hired automobiles.
- **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.

*(Not required if Grantee provides written verification that it has no employees)*

- **Umbrella or Excess Policy** - The Grantee may use Umbrella or Excess Policies to provide the liability limits required in this Agreement. Use of Umbrella or Excess policies are acceptable provided they are written on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance, and other coverages required herein, including, but not limited to, primary and non-contributory, additional insured, self-insured retentions (SIRs), additional insureds, indemnity, and defense requirements. No insurance policies maintained by the Additional Insureds shall be called upon to contribute to a loss until the Grantee's primary and excess liability policies are exhausted.

Grantee further agrees with the following provisions:



- *Additional Insured Status* - Hamilton County Ohio Board of Commissioners and its employees, officials, agents, and volunteers will be endorsed as additional insureds on the commercial general, business auto, and employer liability policies. An endorsement specifying "Hamilton County Ohio Board of County Commissioners and their employees, officials, agents, and volunteers" will be attached to the Certificate of Insurance sent to the Hamilton County Risk Manager.

- *Certificate Holder* – The Certificate Holder shall be listed as:

Board of County Commissioners  
Hamilton County, Ohio  
138 E. Court Street  
Attn: Risk Management, Room 707  
Cincinnati, Ohio 45202

- *Waiver of Subrogation* - Grantee will require all insurance policies in any way related to the work and secured and maintained by the Grantee to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against Hamilton County Ohio Board of County Commissioners. The Grantee agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation. However, this provision applies regardless of whether the County has received a waiver of subrogation endorsement from the insurers. In addition, the Grantee will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- *Primary Coverage* – For any claims related to this Agreement, the Grantee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Hamilton County Ohio Board of Commissioners and its employees, officials, agents, and volunteers. Any insurance or self-insurance maintained by the Hamilton County Ohio Board of Commissioners and its employees, officials, agents, and volunteers shall be excess of the Grantee's insurance and shall not contribute with it.
- *Self-insured Retentions* - must be declared to and approved by the Hamilton County Risk Manager. The Risk Manager may require the Grantee to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- The Grantee and the Hamilton County Ohio Board of County Commissioners agree to cooperate, participate fully and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.

- *Verification of Coverage* - Grantee shall furnish the Hamilton County Risk Manager with original certificates of insurance and all required amendatory endorsements effecting coverage required by this clause before work begins. All insurance information required by this clause must be submitted electronically at:

Risk Manager  
Hamilton County Ohio  
[COI@Hamilton-co.org](mailto:COI@Hamilton-co.org)

Each certificate of insurance must identify the contract or solicitation number and project or service name in the "Description of Operations" of the Acord 25 Form.

- Hamilton County, Ohio reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- *Notice of Cancellation* - Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except when thirty (30) days prior notice, including reasoning, has been given to the Hamilton County Risk Manager by email at [COI@Hamilton-co.org](mailto:COI@Hamilton-co.org).
- Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract.
- If any or all of the work or services contemplated by this contract is sublet, the Consultant will ensure the subcontractor(s) comply with all insurance requirements contained therein.