

**RESOLUTION G2024-115**

**RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO ENTER INTO A COOPERATION AGREEMENT BETWEEN HAMILTON COUNTY AND THE BOARD OF TOWNSHIP TRUSTEES OF SYMMES TOWNSHIP FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)**

**WHEREAS**, the Congress of the United States has enacted the Housing and Community Development Act of 1974 which has as its primary objective, the development of viable urban communities, and whereby federal assistance will be provided for the support of community development activities which are directed toward certain objectives; and

**WHEREAS**, both the Township and the County are desirous of entering into community development activities within Hamilton County which are directed toward those objectives, and for that reason, desirous of seeking such Federal Funding as may be available to them pursuant to the Act; and

**WHEREAS**, the Act contemplates and encourages the joining together by agreement of counties, townships, and municipal corporations with populations less than 50,000, for the purposes of conducting the objectives of the Act; and

**WHEREAS**, Villages, Townships, Cities and Counties in Ohio have authority under Section 307.15 of the Ohio Revised Code to enter into agreements whereby a Board of County Commissioners undertakes, and is authorized by the contracting subdivision, to exercise any power, perform any function, or render any service, on behalf of the Township, which such Township may exercise, perform or render; and

**WHEREAS**, the Township and County have agreed that it is in the best interest of carrying out the objectives of the Act within Hamilton County that the Township and the County should join together in both the Community Development Block Grant (hereinunder referred to as CDBG) and HOME Investment Partnerships Program (hereinafter referred to as HOME) and Emergency Solution Grant Program (hereinafter referred to as ESG); and

**WHEREAS**, the Board of Trustees of Symmes Township, Hamilton County, Ohio, has agreed to enter into a Joint Agreement Between Hamilton County and the Board of Township Trustees of Symmes Township for the Community Development Block Grant (CDBG).

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of Symmes Township, Hamilton County, Ohio:

**Section 1.** That the Board of Trustees of Symmes Township of Hamilton County, Ohio hereby authorizes the Township Administrator to enter into a Cooperation Agreement Between Hamilton County and the Board of Township Trustees of Symmes Township for the Community Development Block Grant (CDBG).

**Section 2.** The purpose of said agreement is for the conditional award of grant funds for ADA accessible ramps in subdivisions throughout the township in the amount of \$50,000.00 each year.

**Section 3.** This agreement is for the Program Year 2024, 2025 and 2026, which must be completed by December 31<sup>st</sup> of the following year.

**Section 4.** It is hereby certified that all formal actions of the Board of Trustees of Symmes Township, Hamilton County, Ohio relating to the adoption of this Resolution were taken in an open meeting of the Board and that all deliberations of the Board were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 5.** Upon majority vote does hereby dispense with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of this Resolution upon its first reading.

**Section 6.** This Resolution shall take effect and be enforced from and after the earliest period allowed by law.

**ADOPTED: DECEMBER 17, 2024 – RESOLUTION G2024-115**

Vote Record: MS. LEIS \_\_\_\_\_ MR. BRYANT \_\_\_\_\_ MR. BECK \_\_\_\_\_

**BOARD OF TRUSTEES:**

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Jodie L. Leis, President

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Kenneth N. Bryant, Vice-President

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Phillip J. Beck, Trustee

**ATTEST:**

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Joseph C. Grossi, Fiscal Officer

**APPROVED AS TO FORM:**

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Jeff Forbes, Law Director

**CDBG Subrecipient Agreement**  
**Symmes Township, Ohio, for 2024-2026 CDBG Program Years Community Projects**

This Subrecipient Agreement (the “AGREEMENT”) is entered into on \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the Board of County Commissioners, Hamilton County, Ohio (“County”) and Symmes Township, Ohio (“Grantee”). The AGREEMENT shall be effective July 1, 2024, (the “Effective Date”) regardless of execution date.

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, Hamilton County established the 2024-2026 Community Request Program using HUD CDBG funds in 2024.

WHEREAS, on February 29, 2024, County issued a Request for Applications for the 2024-2026 Community Request Program.

WHEREAS, on April 26, 2024, Grantee submitted its application for the use of funding for a grant in the amount of \$50,000.

WHEREAS, the County has determined that the Project meets the conditions set forth in the CDBG Guidelines and desires to grant to the Grantee the amount of \$50,000 for the provision of the Project on the terms and conditions contained herein.

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 December 31, 2027, (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 Community Development Division of the Department of Planning + Development, hereby grants to the Grantee a one-time grant of money not to exceed the amount of \$50,000 (the “Grant Funds”). The Grant Funds are awarded to the Grantee exclusively to undertake and complete the Project as described in the attached Scope of Work (Exhibit A). 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. **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

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. Grantee shall use the attached "Certification and Request for Payment Form" (Exhibit B) as the coversheet for the invoice and accepted expenditure documentation.

Any additional costs associated with the Project will be incurred by the Grantee.

4. **Subcontractors:** The Grantee agrees to ensure that qualified personnel and/or contractors 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.
5. **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.
6. **Unused Grant Funds:** Grant funds not expended or invoiced by the subrecipient prior to the completion of the Grant Term may be reallocated to other projects by the County.
7. **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, verbal updates, 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. **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.

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/>

The County will process the required Environmental Review and Historic Review prior to issuing a Notice to Proceed with Construction. Choice-limiting actions are not permitted after the Federal Nexus until the environmental review process is complete. In addition, HUD will not be able to fund a project where work that occurred after the Federal Nexus has resulted in environmental harm. Examples of Choice Limiting Actions include acquisition, leasing, rehabilitation, demolition,

new construction and ground disturbance work such as clearing, grading or grubbing. HUD's prohibition on choice limiting actions at 24 CFR 58.22 is derived from the regulations of the Council on Environmental Quality implementing the National Environmental Policy Act of 1969 (NEPA), which state that (with certain exceptions), "until an agency issues a finding of no significant impact, as provided in § 1501.6 of this chapter, or record of decision, as provided in § 1505.2 of this chapter, no action concerning the proposal may be taken that would: (1) Have an adverse environmental impact; or (2) Limit the choice of reasonable alternatives." 40 CFR § 1506.1

Grantee will conduct procurement and review bids and will inform the County of the identity of the successful bidder. The Grantee is required to use the County's Bid Packet when procuring bids. A link to the Bid Packet can be found at [Bid Documents - Hamilton County](#) and is also included as Exhibit C of this document. The County will approve the selected contractor to ensure full compliance with County and HUD regulations within 5 business days.

9. **Promotion and Communication of Funds.** As a recipient of Hamilton County CDBG funds, the Grantee agrees to promote the project's use of the funds via a variety of marketing channels that could include: newsletters, e-newsletters, and websites. If there is an onsite event (opening, groundbreaking), the Grantee also agrees to a space for the County banner at the event.

Grantee should use the following terminology/description in its marketing and communication channels:

"Symmes Township is the proud grant recipient of the Hamilton County Community Development Block Grant request program. We received \$50,000 for this project.

Hamilton County supports 43 jurisdictions with CDBG funding on a wide range of projects that improve the quality of life for all residents including: park and playground improvements, senior center improvements, ADA accessibility infrastructure, façade improvement programs among other community-centered projects.

To find out more about Hamilton County Community Development, please visit:

[https://www.hamiltoncountyohio.gov/government/departments/community\\_development](https://www.hamiltoncountyohio.gov/government/departments/community_development)"

10. **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.

\_\_\_\_\_  
Kimberly A. Lapensee  
Administrator  
Symmes Township

\_\_\_\_\_  
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 – Scope of Work

Symmes Township’s 2024 project “ADA Ramp Reconstruction” will receive \$50,000 in CDBG funding to reconstruct ramps to be ADA compliant in the following locations:

- Lexington Green Subdivision – 2 ramps on Stonebridge Drive at Lebanon Road
- Creekside Subdivision – 11 ramps total
  - 2 ramps on Bentcreek Drive at Lebanon Road
  - 2 ramps on Streamside at Bentcreek Drive
  - 2 ramps on Unioncreek at Fallcreek Lane
  - 4 ramps on Fallcreek Lane at Streamside Drive
  - 1 ramp on Streamside Drive
- Somerset Subdivision – 4 ramps total
  - 2 ramps on Somerset Drive at Lebanon Road
  - 2 ramps on Somerset Drive at Carter Grove
- Abington Subdivision – 2 ramps on Southport Lane at Lebanon Road
- Meade Historic Preserve – 1 ramp at park entrance on Union Cemetery Road
- Camp Dennison – 2 ramps on State Route 126 at Lincoln Road

This project will take place at the above locations, and needs to be completed within 18 months of the grant year start date:

**Start Date:** July 1, 2024

**Completion Date:** December 31, 2025

**Exhibit B – Certification and Request for Payment Form**

[This page purposely left blank – see next page for form]

**Certification & Request for Payment  
Hamilton County Community Development**



HAMILTON COUNTY  
**Planning +  
Development**

Project Name: \_\_\_\_\_  
Project Agency: \_\_\_\_\_  
Project Contractor: \_\_\_\_\_  
Vendor Name: \_\_\_\_\_  
\_\_\_\_\_

Make Payment to (Circle one):      Agency                              Contractor                              Vendor

Payment Amount: \_\_\_\_\_

*\*\* Please also submit a payment application or invoice \*\**

Per the agency-authorized individuals whose signatures are below, the work performed by the above contractor has been satisfactorily completed and the agency certifies that all work performed has been conducted in accordance with the rules and regulations of the U.S. Department of Housing and Urban Development. The agency above hereby requests payment in the above amount to either the above listed contractor or to themselves as reimbursement for payment to the contractor for work completed.

Agency-authorized Individuals:

1. (Print) \_\_\_\_\_ Position: \_\_\_\_\_  
1. (Sign) \_\_\_\_\_ Date: \_\_\_\_\_

2. (Print) \_\_\_\_\_ Position: \_\_\_\_\_  
2. (Sign) \_\_\_\_\_ Date: \_\_\_\_\_

Comments:

<b><i>For Office Use Only:</i></b>						
Grant (Circle one):	CDBG	CDBG-CV	HOME	HOME-ARP	ESG	ESG-CV
PO Number: _____				Program Manager : _____		
Project Number: _____				Approved By: _____	Date _____	
Amount: _____						
Invoice Number: _____	Inv Date _____					

## **Exhibit C – Required Quote and/or Bid Documentation**

County staff must ensure that all projects comply with CDBG regulations and will contact you when funds have been approved for expenditure. Please **DO NOT PROCEED** with a project until you have contacted County staff.

Failure to comply with all necessary processes **WILL RESULT IN DELAYS** and projects will have to be re-quoted or re-bid.

### **Quote Process for Projects \$74,499 or Less**

When engineering is completed and the project is ready for bid, contact your Community Development Project Manager. The enclosed "quote packet" will be sent to you and must be placed in the advertised quote document. Quotes can be used for projects estimated at \$74,499 or less.

This "quote packet" includes the following information:

- Federal Contract Compliance Responsibilities
- Minority Enterprise Business (MBE) requirements if over \$25,000
- Federal Lobbying Prohibition Disclosure
- Equal Opportunity Requirements
- Labor standards provisions for contracts of \$2,000 or more
- Current Davis Bacon Wage Decision for contracts of \$2,000 or more
- CDBG Terms and Conditions
- Verification of Receipt of All Documents

### **Bid Process for Projects \$75,000 or Greater**

When engineering is completed and the project is ready for bid, contact your Community Development Project Manager. The enclosed "bid packet" will be sent to you and must be placed in the bid document. Formal bids are required if the project is estimated at \$75,000 or more. Quotes can be used for projects estimated at \$74,499 or less.

This "bid packet" includes the following information:

- Specific language required in the bid advertisement (if applicable)
- Federal Contract Compliance Responsibilities
- Section 3 Requirements if over \$50,000
- Minority Enterprise Business (MBE) requirements if over \$25,000
- Federal Lobbying Prohibition Disclosure
- Equal Opportunity Requirements
- Labor standards provisions for contracts of \$2,000 or more
- Current Davis Bacon Wage Decision for contracts of \$2,000 or more
- CDBG Terms and Conditions

- Sample Certification and Request for Payment
- Verification of Receipt of All Documents

**All quote and bid documentation can be found and accessed on Hamilton County Community Development's website:**

[https://www.hamiltoncountyohio.gov/government/departments/community\\_development/bid\\_docs\\_section\\_3](https://www.hamiltoncountyohio.gov/government/departments/community_development/bid_docs_section_3)