

Adopted 12.02.2025

CITY OF CHEVIOT  
STATE OF OHIO

RESOLUTION NO. 25- 26

**TO AUTHORIZE THE SAFETY-SERVICE DIRECTOR TO ENTER INTO AN AGREEMENT WITH HAMILTON COUNTY FOR THE ECONOMIC DEVELOPMENT GRANT FOR FACADE IMPROVEMENTS.**

**WHEREAS**, the City applied to Hamilton County, Ohio ("County") Economic Development Community Facade Grant Program (EDCFG) to improve

**WHEREAS**, the County approved a grant in the amount of \$65,000.00 to the City; and

**WHEREAS**, the City, through the Safety-Service Director must execute certain documents to accept the grant, including the document attached hereto as Exhibit A and incorporated herein, which is titled "Joint Grant Agreement Between the Board of County Commissioners, Hamilton County, Ohio and City of Cheviot, Ohio to Administer Economic Development Grant for Facade Improvements."

**NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHEVIOT, STATE OF OHIO THAT:**

Section 1. The Safety-Service Director is hereby authorized to execute all contracts and other documents necessary to accept the grant, including the Joint Grant Agreement Between the Board of County Commissioners, Hamilton County, Ohio and City of Cheviot, Ohio to Administer Economic Development Grant for Facade Improvements, which is attached hereto as Exhibit A and incorporated herein.


Section 2. The City hereby accept the grants, subject to the terms set forth in Exhibit A.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. This resolution shall take effect immediately.

  
Kerry Smyth-DAVID VOSS-President Pro Tem  
President of Council

12.02.2025  
Date passed

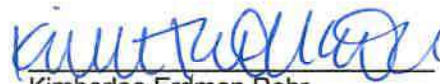
  
Samuel D. Keller  
Mayor

12-2-25  
Date approved

Attest:

  
Jenny M. Eilermann  
Clerk of Council

Approved as to form:

  
Kimberlee Erdman Rohr  
Law Director

CERTIFICATE OF PUBLICATION

I, Jenny M. Eilermann, Clerk of the Council of the City of Cheviot, Ohio, hereby certify that the foregoing resolution, or a succinct summary, was published in the *Cincinnati Court Index*, a newspaper of general circulation in the City of Cheviot, Ohio, in accordance with Section 731.21 of the Ohio Revised Code, on the following dates:

- 1) 12/5, 2025, and
- 2) 12/12, 2025.

  
Jenny M. Eilermann  
Clerk of Council

**Joint Grant Agreement Between the Board of County Commissioners,  
Hamilton County, Ohio and City of Cheviot, Ohio to Administer  
Economic Development Grant for Façade Improvements**

**RECITALS**

This Joint Grant Agreement (the "Agreement") is entered into on \_\_\_\_ day of \_\_\_\_\_, 2025 ("Effective Date"), by and between the Board of County Commissioners, Hamilton County, Ohio ("County") and City of Cheviot, Ohio ("Grantee").

Whereas, pursuant to Ohio Revised Code 307.07, County has created an Office of Economic Development (the "OED"), and appointed the County Administrator as its Director, to promote the economic welfare and improve economic opportunities for the people of Hamilton County; and

Whereas, pursuant to ORC 307.07, County may appropriate moneys from the County's general fund for the Office of Economic Development and used for any economic development purpose of the Office; and

Whereas, the County included the Façade Grant (CRG) program in its 2025 overall budget to partner with cities, villages, and townships to invest in façade improvements within community business districts; and

Whereas, participating local governments applied for funds to invest into the improvement of properties within their business districts, especially improvements which are visible to the public and are public facing; and

Whereas, the Grantee submitted an application for a façade improvement project, to help improve the physical appearance and, thereby, the viability of City of Cheviot's business district, 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 Façade Review Committee recommended funding the Project to the Board of County Commissioners (BOCC).

Incorporating the foregoing Recitals and 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 31<sup>st</sup>, 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 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 Sixty-Five Thousand Dollars (\$65,000) (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. 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 amount of Sixty-Five Thousand Dollars (\$65,000). 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 County, immediately upon request.
- 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.
- 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.
- 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.
- 7. Reporting:** The Grantee will submit a progress report 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 Progress report.** Progress reports are due 9 months into the Grant Term, 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 May 31st, 2027, the 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 photos; and
- .4 Total Grant Funds spent.

**8. Indemnification:** The County does not waive and expressly retains all statutory and common law immunities and defenses, including but not limited to those provided under Ohio Revised Code Chapter 2744. The Grantee, to the fullest extent permitted by law, agrees to indemnify, defend, and hold harmless the County, its officials, employees, and agents from any claims, liabilities, damages, losses, or expenses arising out of or related to the Grantee's breach of this Agreement or the negligent or wrongful acts or omissions of the Grantee, its contractors, subcontractors, or agents in connection with this Agreement. The Grantee shall require all subcontractors to indemnify, defend, and hold harmless the County and name the County as an additional insured on all applicable insurance policies covering their performance under this Agreement. Nothing in this Agreement shall be construed to obligate the County to indemnify any party or to waive its statutory immunities or defenses.

**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. 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.

**11. Insurance: Grantee Insurance Requirements:** The Grantee shall maintain, or cause to be maintained, insurance coverage in commercially reasonable amounts sufficient to protect against claims that may arise out of or result from activities under this Agreement. This includes, but is not limited to:

- a. Commercial general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate;
- b. Workers' compensation insurance in compliance with applicable Ohio laws;
- c. Property insurance covering any real property or equipment purchased or used in connection with the Project; and
- d. The County shall be named as an additional insured on the Grantee's commercial general liability and, where applicable, umbrella policies. Certificates of insurance evidencing required coverage and naming the County as an additional insured shall be submitted to the County upon request.

**Subcontractor Indemnification and Insurance:** If the Grantee engages any subcontractor or third party in connection with the Project, the Grantee shall require that such subcontractor:

- a. Maintains insurance coverage equivalent to the coverage described above, with the County named as an additional insured; and
- b. Indemnifies, defends, and holds harmless the County, its officials, employees, and agents from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees and court costs) arising from the subcontractor's acts, omissions, or failure to perform under this Agreement.
- c. The Grantee shall provide documentation upon request demonstrating that subcontractors meet these requirements prior to beginning any work funded by this Agreement.

**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. Amendments:** No amendment or modification of this Agreement shall be valid unless in writing and signed by authorized representatives of both parties.

**14. Suspension of Funds:** The County reserves the right to withhold or suspend disbursement of Grant Funds if the Grantee fails to comply with any terms of this Agreement, including reporting obligations, use of funds, or applicable laws and regulations.

**15. Notices**

Any notices required under this Agreement shall be in writing and delivered personally, by certified mail, or via a nationally recognized overnight courier service, to the following addresses (or such other addresses as may be designated in writing by either party):

**To the County:**

Jeffrey W. Aluotto  
County Administrator  
Hamilton County Board of County Commissioners  
Hamilton County Administration Building  
138 East Court Street, Room 603  
Cincinnati, Ohio 45202

**With a copy to:**

Kelly Adamson  
Office of Economic Development  
Hamilton County Administration Building  
138 East Court Street, 6th Floor  
Cincinnati, Ohio 45202

**To the Grantee:**

City of Cheviot  
Attn: Steve Braun  
3814 Harrison Avenue, Cheviot, Ohio 45211

Either Party may update its notice information by providing written notice to the other Party in accordance with this Section.



- 16. Governing Law and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any legal action arising out of or relating to this Agreement shall be brought exclusively in a court of competent jurisdiction located in Hamilton County, Ohio.
- 17. Entire Agreement:** This Agreement, including all exhibits and attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, discussions, understandings, or communications, whether written or oral.
- 18. Force Majeure:** Neither party shall be liable for failure or delay in performing its obligations under this Agreement if such failure or delay is due to a Force Majeure Event. A "Force Majeure Event" means an event beyond the reasonable control of a party, including but not limited to natural disasters, war, terrorism, strikes, or government orders. The affected party shall promptly notify the other party in writing and make reasonable efforts to resume performance.
- 19. Reversion of Funds:** If the Project is not completed in accordance with this Agreement or if the Project site is transferred or repurposed within five (5) years of completion, the County may recover all or a portion of the Grant Funds as determined in its sole discretion.
- 20. No Third-Party Beneficiaries:** This Agreement is entered into solely for the benefit of the County and the Grantee. Nothing in this Agreement shall be deemed or construed to create any rights to any third party.

**[Signature Page follows.]**



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

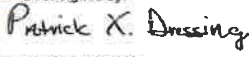
\_\_\_\_\_  
Name  
Title  
City of Cheviot

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeffrey W. Aluotto  
Hamilton County Administrator

\_\_\_\_\_  
Date

Approved as to form:

DocuSigned by:  
  
27D18D58535643A\_

11/21/2025

\_\_\_\_\_  
Assistant Prosecuting Attorney

\_\_\_\_\_  
Date

**Exhibit A**  
**Project Scope and Budget**

**A. Project Scope**

Cheviot's historic business district remains a community asset, but its aging buildings face rising upkeep costs and need revitalization. While many historic structures have been preserved, three recent studies of the corridor underscore the importance of improving its physical appearance to strengthen long-term viability. With a project budget of \$80,988, the proposed program will update storefronts, enhance curb appeal, and spur private reinvestment. Building on past successes with county façade grants, this round extends support to more of Cheviot's nearly 200 businesses. The initiative follows a public-private model, with the city funding up to 80% of costs and property owners contributing the balance.

**B. Project Budget**

**Funding Sources:**

Hamilton County Economic Development Façade Grant: \$65,000

**Funding Uses:**

The City of Cheviot will take on a competitive process, requesting applications from property owners and from there, identifying, and prioritizing façade projects in their community. Funds are eligible for the following façade improvements:

- Architectural, design, and related professional fees
- Attached exterior lighting
- Awnings, canopies, and any shade mechanisms affixed to the building
- Doors and windows
- Exterior painting (including murals)
- Gutters and down spouts
- Improvements made towards ADA compliance
- Labor, materials, and fixtures
- Rehabilitation of exterior facades to recover and/or preserve significant historical and architectural features
- Removal of barriers to access for people with disabilities
- Roofing blight improvements
- Siding and trim treatments
- Signs that are integrated into the architecture of the building
- Storefront windows