

ORDINANCE NO. 7087

AN ORDINANCE TO APPROVE THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; TO PROVIDE FOR THE ADOPTION OF NEW MATTER IN THE UPDATED AND REVISED CODIFIED ORDINANCES; TO PROVIDE FOR THE PUBLICATION OF SUCH NEW MATTER; TO REPEAL ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH; AND DECLARING AN EMERGENCY.

WHEREAS, American Legal Publishing has completed its annual updating and revision of the Codified Ordinances of the City; and

WHEREAS, various ordinances and a resolution of a general and permanent nature that have been passed by Council since the date of the last updating and revision of the Codified Ordinances (February 21, 2023), have now been made a part of the Codified Ordinances; and

WHEREAS, certain changes were made in the Codified Ordinances to bring City law into conformity with State law.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1. The editing, arrangement and numbering or renumbering of the following ordinances and parts of ordinances are hereby approved as parts of the various component codes of the Codified Ordinances of the City, so as to conform to the classification and the numbering system of the Codified Ordinances.

<u>Ord. No.</u>	<u>Date</u>	<u>C.O. Section</u>
7032	8-1-23	1042.01
7033	8-1-23	1042.04
7056	12-19-23	881.062, 881.094, 881.10

Section 2. The following sections of the Codified Ordinances are or contain new matter in the Codified Ordinances and are hereby approved, adopted and enacted:

202.02, 402.09, 402.41, 408.02, 432.47, 434.01, 434.03, 436.071, 436.09, 436.14, 438.16, 438.17, 438.23, 438.29, 440.01, 440.08, 442.01, 442.03, 442.05, 452.04, 452.06, 606.01, 606.06, 608.04, 608.19, 612.02, 612.07, 624.01, 624.03, 624.04, 624.06, 630.11, 636.02, 636.05, 636.06, 636.11, 636.12, 636.13, 636.21, 636.24, 642.12, 648.05, 648.07, 648.14, 660.02, 660.07, 660.13, 666.01, 666.05, 666.06, 666.07, 672.01, 678.02, 678.04, 678.13, 678.14, 698.02, 698.03

ADOPTING ORDINANCE

Section 3. All ordinances and resolutions or parts thereof which are in conflict or inconsistent with any provision of the new matter adopted in Section 2 of this ordinance are hereby repealed as of the effective date of this ordinance except as follows:

- (a) The enactment of such sections shall not be construed to affect a right or liability accrued or incurred under any legislative provision prior to the effective date of such enactment, or an action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision, nor to affect an indictment or prosecution therefore. For such purposes, any such legislative provision shall continue in full notwithstanding its repeal for the purpose of revision and recodification.
- (b) The repeal provided above shall not affect any legislation enacted subsequent to December 31, 2023.

Section 4. Pursuant to Section 4.15 of the City Charter, the Clerk of Council shall cause a notice of this ordinance to be published one time in a newspaper determined by the Council to be of circulation within the Municipality at least seven days prior to the final approval of this ordinance by Council, and no further publication shall be necessary.

Section 5. This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that it is immediately necessary to have an up-to-date codification of the legislation of the City; therefore, this measure shall take effect and be in full force from and after its passage.

Passed: June 18, 2024

Attest: 
Keysha Alexander, Clerk of Council

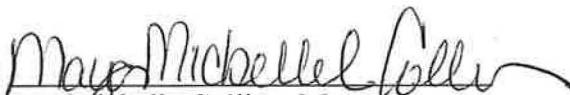
Approved: 
Michelle Collins, Mayor

EXHIBIT A

SUMMARY OF NEW MATTER CONTAINED IN THE 2024 REPLACEMENT PAGES FOR THE CODIFIED ORDINANCES OF MIAMISBURG, OHIO

New matter in the Codified Ordinances of Miamisburg, Ohio, as contained in the 2024 Replacement Pages therefore, includes legislation regarding:

<u>Section</u>	<u>New or amended matter regarding:</u>
202.02	General definitions.
402.09	Child care center or Type A family child care home definition.
402.41	School bus definition.
408.02	General Code penalty.
432.47	Texting while driving prohibited.
434.01	Driving or physical control of vehicle while under the influence of alcohol or drugs.
434.03	Maximum speed limits; assured clear distance ahead.
436.071	Driving under suspension or in violation of license restriction.
436.09	Display of license plates; registration; obstructions.
436.14	Removal of vehicles after accidents.
438.16	Number of lights permitted; red and flashing lights.
438.17	Vehicles transporting preschool children.
438.23	Windshield required; sign or poster upon windshield; windshield wiper.
438.29	Use of child restraints.
440.01	Load limits.
440.08	Occupying travel trailer, fifth wheel vehicle, or manufactured or mobile home while in motion.
442.01	Definitions pertaining to drivers of commercial vehicles.
442.03	Licensing requirements.
442.05	O.V.I.; leaving the scene; use of vehicles in commission of felony.
452.04	Manner of parallel and angle parking; privileges for persons with disabilities.
452.06	Parking prohibitions on private property; private tow-away zones.
606.01	Definitions pertaining to general provisions.
606.06	Limitation on criminal prosecutions.
608.04	Failure to report a crime or death.
608.19	Misuse of 9-1-1 system.
612.02	Sales to underage persons; prohibitions and misrepresentations.
612.07	Open container prohibited.
624.01	Definitions pertaining to drugs.
624.03	Drug possession offenses.
624.04	Possession of drug abuse instruments.
624.06	Use or possession of paraphernalia.
630.11	Raffle drawings.
636.02	Assault.
636.05	Menacing by stalking.
636.06	Menacing.

- 636.11 Nonsupport of dependents.
- 636.12 Endangering children.
- 636.13 Interference with custody.
- 636.21 Illegal distribution of cigarettes, other tobacco products, or alternative nicotine products; transaction scans.
- 636.24 Failing to provide for a person with a functional impairment.
- 642.12 Assaulting police dog or horse, or assistance dog.
- 648.05 Disturbing a lawful meeting.
- 648.07 Inducing panic.
- 648.14 Impeding public passage of an emergency service responder.
- 660.02 Spreading contagion.
- 660.07 Storage of junk vehicles.
- 660.13 Smoking in places of public assembly.
- 666.01 Definitions pertaining to sex related offenses.
- 666.05 Voyeurism.
- 666.06 Polygraph examinations for victims: restrictions on use.
- 666.07 Procuring; engagement in sexual activity for hire.
- 672.01 Theft.
- 678.02 Carrying concealed weapons.
- 678.04 Improperly handling firearms in a motor vehicle.
- 678.13 Possession of an object indistinguishable from a firearm in a school safety zone.
- 678.14 Concealed handgun licenses: possession of a revoked or suspended license; additional restrictions; posting of signs prohibiting possession.
- 698.02 Penalties for misdemeanor.
- 698.03 Imposing sentence for misdemeanor.

ORDINANCE NO. 7088

AN ORDINANCE TO ACCEPT FROM THE MONTGOMERY COUNTY LAND REUTILIZATION CORPORATION REAL PROPERTY IDENTIFIED AS PARCEL K46-00110-0014 LOCATED AT 716 NORTH NINTH STREET AND TO WAIVE THE REQUIREMENTS FOR COMPETITIVE BIDDING TO SELL SAID PROPERTY TO C. SCOTT BRADLEY AND DECLARE AN EMERGENCY.

WHEREAS, the City of Miamisburg (City) partnered with the Montgomery County Land Reutilization Corporation (Land Bank) to remove a derelict and blighted structure formerly located at 716 N. Ninth Street; and,

WHEREAS, the City shall acquire the lot located at 716 N. Ninth Street further described as Parcel K46-00110-0014 upon completion of the demolition as required by the Land Bank; and,

WHEREAS, the City finds no desirable use of the property for municipal purposes; and,

WHEREAS, the City finds it in the best interest of the public to sell the parcel to the adjacent property owner, C. Scott Bradley of 734 N. Ninth Street, to ensure its future care; and,

WHEREAS, the City and Mr. Bradley negotiated a fair and reasonable sale price for the parcel; and

WHEREAS, to ensure the property is maintained in the future at no further City expense, the City wishes to sell the parcel to Mr. Bradley immediately.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

The City hereby accepts Parcel K46-00110-0014 via Quit Claim Deed, as illustrated in Exhibit A herein.

Section 2.

Pursuant to its home rule powers, the City Council hereby determines that Parcel K46-00110-0014 is surplus property not needed for municipal purposes, that the City has examined its options for sale of the parcel and therefore waives the requirement for competitive bidding as otherwise required by law for the reasons stated in the preamble hereof and authorizes the sale of said parcel to Mr. C. Scott Bradley for the valuable consideration of \$5,000. This

is determined by the City Council to be in the public interest of the City of Miamisburg.

Section 3.

The City Manager is hereby authorized to execute any and all documents required to facilitate the transfer of this property.

Section 4.

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare to allow the immediate sale of surplus property to alleviate the public of the financial burden to further maintain the subject parcel. Therefore, this measure shall take effect and be in force from and after its passage.

Passed: June 18, 2024

Attested:


Keysha Alexander, Clerk of Council

Approved:


Michelle L. Collins, Mayor

EXHIBIT A

Quit Claim Deed

type: DEED
Kind: DEE
Recorded: 05/28/2024 at 08:09:46 AM
Fee Amt: \$34.00 Page 1 of 2
Montgomery County, OH
Stacey Benson-Taylor Recorder
File# 2024-00027093

TRANSFER
15:07:29 5/24/2024
Reg DT06 Receipt 23322 Cashier KI
Montgomery County Auditor
Karl L. Keith
CONV # 007798 \$.00

2

QUIT CLAIM DEED
(Ohio Statutory Form)

MONTGOMERY COUNTY LAND REUTILIZATION CORPORATION, an Ohio corporation for non-profit, having an address of 130 W. Second Street, Suite 1425, Dayton, Ohio 45402, for valuable consideration paid, grants to **CITY OF MIAMISBURG**, whose tax mailing address is 10 North 1st Street, Miamisburg, Ohio 45342, the following described real property:

Situate in the City of Miamisburg, County of Montgomery, State of Ohio and being Lot numbered EIGHT HUNDRED NINETY-NINE (899), excepting two (2) feet taken by parallel lines off the north side of the lot, on the revised plat of said City.

Parcel No. K46 00110 0014

Property Address: N. Ninth Street, Miamisburg, Ohio

PRIOR DEED REFERENCE: Instrument No. 2023-00065033 of the Deed Records of Montgomery County, Ohio.

[Signature Page Follows Immediately]

KARL KEITH	
COUNTY AUDITOR	
MONTGOMERY COUNTY DAYTON, OHIO	
DESCRIPTION APPROVED FOR	
STRAIGHT TRANSFER CLOSURE.	
NOT CHECKED.	
BY <u>SD</u>	DATE <u>5-24-24</u>
MAP DEPARTMENT	

OK

N. Ninth St., Miamisburg, Ohio
Parcel No. K46 00110 0014
Page 1 of 2

Executed this 13 day of May, 2024.

**MONTGOMERY COUNTY LAND
REUTILIZATION CORPORATION,**
an Ohio corporation for non-profit

By: Susan Davis Crabill
Susan Davis Crabill
Operations Manager

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 13 day of May, 2024, by Susan Davis Crabill, Operations Manager of Montgomery County Land Reutilization Corporation, an Ohio corporation for non-profit, on behalf of said corporation.

Celeste M Lane
Notary Public



CELESTE M LANE
Notary Public - State of Ohio
Commission Expires Sept 27, 2026

This Instrument Prepared By:
Shannon L. Costello, Esq.
Coolidge Wall Co., L.P.A.
33 W. First Street, Suite 600
Dayton, Ohio 45402
937-223-8177
012327\00622\4860-4699-1802

box

ORDINANCE NO. 7089

AN ORDINANCE TO ENTER INTO A CONTRACT WITH COUNTYCORP FOR MANAGEMENT OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AND CITY OF MIAMISBURG LOCAL FUNDS FOR THE OWNER-OCCUPIED HOME REHABILITATION PROGRAM, TO AUTHORIZE THE CITY MANAGER TO EXECUTE ALL CONTRACTS AND AGREEMENTS RELATED THERETO AND DECLARE AN EMERGENCY.

WHEREAS, the City of Miamisburg was awarded \$50,000 in Community Development Block Grant (CDBG) funds from Montgomery County in FY2022; and

WHEREAS, the City of Miamisburg allocated \$25,000 in matching funds; and

WHEREAS, CDBG funds must be earmarked for projects or programs benefiting low and moderate income households in Montgomery County; and

WHEREAS, the City of Miamisburg believes the best use of these funds is to continue the Owner-Occupied Home Rehabilitation Program (OOHRP) to assist low and moderate income households with basic home repairs and property enhancements to improve the local housing stock, reduce instances of property neglect, and help residents remain in their homes; and,

WHEREAS, CountyCorp has proven, through prior similar agreements, to be an outstanding agency with extensive experience managing CDBG funds on behalf of the City of Miamisburg; and,

WHEREAS, the contract with CountyCorp should be immediately initiated and executed to allow execution of the OOHRP as soon as possible.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

City Council hereby authorizes the City Manager to execute a contract with CountyCorp for management of CDBG funds in association with the Owner-Occupied Home Rehabilitation Program. The contract is enclosed and labeled herein as Exhibit A.

Section 2.

City Council hereby authorizes the City Manager to make any and all changes to the contract of a minor nature that do not materially change the conditions of the contract or allocation of funds.

Section 3.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare by allowing for the expenditure of public funds to the benefit of low- and moderate-income households in the City of Miamisburg. Therefore, this ordinance shall take effect and be in force from and after its passage.

Passed: June 18, 2024

Attested: 
Keysha Alexander, Clerk of Council

Approved: 
Michelle L. Collins, Mayor

EXHIBIT A

**CDBG AGREEMENT BETWEEN THE CITY OF MIAMISBURG AND COUNTYCORP
FOR THE OWNER-OCCUPIED HOME REPAIR & REHAB PROGRAM**

**CDBG AGREEMENT
BETWEEN
THE CITY OF MIAMISBURG
AND
COUNTY CORP
FOR THE OWNER-OCCUPIED HOME REPAIR & REHAB PROGRAM**

THIS AGREEMENT, entered into this _____ day of _____, 2024, is between the **CITY OF MIAMISBURG OHIO**, a municipal corporation in and of the State of Ohio (hereinafter referred to as "City") and **COUNTY CORP.**, a not-for-profit corporation organized under the laws of the State of Ohio (hereinafter called "County Corp").

WITNESSETH, THAT:

WHEREAS, the City has applied to Montgomery County for the Owner-Occupied Home Repair and Improvement Program Phase III and received an award from the **County's CDBG Grant No. B-22-UC-39-0004** and attached hereto (Exhibit C) from the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383;

WHEREAS, the Project set forth herein will meet one of the Community Development Block Grant (hereinafter referred to as "CDBG") program's national objectives, as defined in 24 Code of Federal Regulations ("CFR"), Part 570.208, which include: to benefit low/moderate income persons; to aid in the prevention or elimination of slum and blight; and to meet community development needs having a particular urgency;

WHEREAS, the City desires to engage County Corp to render housing repair services through the provisions of the CDBG program;

NOW, THEREFORE, for the consideration of the mutual promises hereinafter set forth, City and County Corp agree as follows:

ARTICLE I. SCOPE OF SERVICES

County Corp shall provide the work and services, in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Work and Services are more fully described in Exhibit A "Scope of Services," which is attached hereto and incorporated herein.

ARTICLE II. TERM OF CONTRACT

This Agreement shall commence upon execution by both parties and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Agreement; but in any event, all of the work and services required herein shall be completed and this Agreement shall terminate 24 months from the date of execution, or when all funds herein have been expended, whichever is first to occur. However, in the event the funds subject to this Agreement are not expended within the term of the contract, the contract shall continue on a month-to-month basis until such time the funds are fully expended or the Agreement is terminated by either party.

ARTICLE III. GRANT OF FUNDS AND PAYMENT

The City has available \$50,000 of FY23 CDBG funds and \$25,000 in local match, for a total Program budget of \$75,000. Payment of eligible expenses shall be made against the line item budgets specified in Exhibit B, which is attached hereto and incorporated herein, and in accordance with performance. Expenses for project delivery shall also be paid against the line item budget specified in Exhibit B and in accordance with performance. Any amendments to the budget must be approved in writing by both the City and County Corp. This Agreement may be amended as needed to reflect additional CDBG awards via approval by both the City and County Corp.

ARTICLE IV. GENERAL CONDITIONS

A. Compliance

1. County Corp agrees that the HUD regulations set forth in 24 CFR Part 570 and 2 CFR Part 200 are applicable to the grant funds it receives pursuant to this Agreement.
2. County Corp agrees that the work and services authorized by this Agreement shall be performed in accordance with any and all applicable local, state, and federal regulations, directives, or guidelines.
3. County Corp agrees to prohibit the use of federal funds for lobbying in compliance with the following:
 - (a) No federal appropriated funds have been paid or will be paid, by or on behalf of County Corp, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
 - (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal agreement, grant, loan or cooperative agreement, County Corp shall notify the City, and complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
4. County Corp shall include the requirements of this Subsection A in award documents for all sub-awards at all times (including sub-contracts, subgrants, and Agreements) and require that all sub-award recipients disclose the same accordingly.

B. "Independent Contractor"

By executing this Agreement, County Corp acknowledges and agrees that it will be providing services to the City as an "independent contractor." As an independent contractor for the City,

County Corp shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this provision. County Corp shall have no authority to assume or create any obligations on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

County Corp, its employees and any persons retained or hired by it to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Miamisburg. Further, County Corp shall be responsible to withhold and pay, or cause such agents, contractors, and sub-contractors to withhold and pay, all applicable local, state, and federal taxes.

C. Indemnification

County Corp agrees to defend, indemnify and hold harmless the City, its elected officials, officers, employees and agents from and against legal liability for all claims, losses, damages, and expenses (including reasonable attorneys' fees) to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of County Corp or its employees, agents, subcontractor(s), and representatives. Further, in the event that County Corp violates any CDBG rule, regulation, grant requirement or law governing the use and expenditure of CDBG funds, County Corp shall assume full and complete responsibility for said violation(s), including payment of the penalty imposed or re-payment of improperly expended funds, and shall defend, indemnify and hold harmless the City, its elected officials, officers, agents, and employees.

D. Workers' Compensation

County Corp shall provide Workers' Compensation Insurance Coverage for all its employees' invoices in the performance of this Agreement.

E. Insurance and Bonding

County Corp shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and, at a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to at least **SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$60,000.00)**. County Corp shall comply with the bonding and insurance requirements of 2 CFR Part 200, Subpart D.

F. Grantor Recognition

County Corp shall ensure recognition of the City and grantor agency (Montgomery County) in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, County Corp will include a reference to the support provided in all publications made possible with funds made available under this Agreement. County Corp shall inform grant recipients and contractors that the City may advertise the source of project funds through on-premises signage or other similar means placed on the property at its own discretion.

G. Amendments

The City or County Corp may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, signed by a duly authorized representative for each party, approved by City's Community Development Director or designee, and, if applicable or required, approved by the City Manager and the Miamisburg City Council. Such amendments shall not invalidate this Agreement, nor relieve or release the City or County Corp from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and County Corp.

H. Suspension or Termination

In accordance with 2 CFR 200.338-200.342, the City may suspend or terminate this Agreement if County Corp materially fails to comply with any terms of this Agreement, which include (but are not limited to,) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of County Corp to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement;
4. Submission by County Corp to the City reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the City or County Corp, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. The terminating party shall provide 30 days written notice of the intention to terminate. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

I. Political Contributions

County Corp affirms and certifies that it is in compliance with Ohio Revised Code §3517.13 limiting political contributions.

ARTICLE V. CONTACTS

All communications or notices required or permitted under this Agreement, including invoices for payment, shall be sufficient if sent to the City or County Corp by regular U. S. Mail, postage pre-paid, and addressed as follows:

To City: City of Miamisburg, Ohio
Development Director
20 E. Central Avenue
Miamisburg, Ohio 45342
Attn: Chris Fine

To County Corp: County Corp
130 W Second Street
Suite 1420
Dayton, OH 45402
Attn: Casey Laughter

Nothing contained in this subsection shall be construed to restrict the transmission of routine communications between representatives of the City and County Corp.

ARTICLE VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

County Corp agrees to comply with 2 CFR Part 200 Subparts, D and E, as applicable, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

County Corp shall administer its program in conformance with 2 CFR Part 200 Subparts, D and E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Financial Records

- a. The City may require quarterly reports of all cash receipts, including Program Income, from all sources and disposition thereof, and such other financial statements, as the City deems appropriate. Quarterly reports and financial statements may continue to be required after termination of this Agreement until the collected Program Income has been expended.
- b. All costs and expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents

pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible to the City.

B. Documentation and Record Keeping

1. Records to be Maintained

County Corp shall maintain all records required by the federal regulations specified in 2 CFR Part 200 and 24 CFR 570.506, which are pertinent to the services and activities to be funded under this Agreement. Such records shall include, but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records are required by 24 CFR 570.502, and 2 CFR Part 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Client Data

County Corp shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request. These records will also be made available to Montgomery County.

3. Retention of Records and Documentation

County Corp shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the City's Annual Performance and Evaluation Report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

4. Disclosure

County Corp understands that applicant information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of City's or County Corp's responsibilities with respect to work or services to be provided under this Agreement, is prohibited by federal law, unless written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian or otherwise required by law or court order.

5. Close-Outs

County Corp's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, Program Income balances, and accounts receivable to City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that County Corp has control over CDBG funds, including Program Income.

6. Audits, Monitoring, and Evaluation

All County Corp records with respect to any matters covered by this Agreement shall be made available to City or the Federal Government, or their designees or agents, at any time during normal business hours, as often as City or Federal Government deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data and records. Any deficiencies noted in audit reports must be fully cleared by County Corp within thirty (30) days after notice thereof. Failure of County Corp to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. County Corp hereby agrees to have an annual audit conducted in accordance with current City policy concerning County Corp audits. County Corp shall also comply with 2 CFR Part 200, Subpart F. Upon completion, such audits shall be made available for public inspection.

County Corp shall allow City to conduct on-site monitoring, tests, and inspections at such time as proposed in a written notification requesting a monitoring visit. County Corp shall provide to City such statements, records, reports, and other information as City may request at the time of scheduled monitoring visits and in such format and detail, as City shall specify.

7. Property Records

County Corp shall maintain, as may be applicable, real property inventory records, which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 560.503 (b) (8) and 2 CFR Part 200, as applicable.

C. Reporting Procedures

1. Program Income

County Corp shall report no less than quarterly all "Program Income," as defined at 24 CFR Part 570.500(a), generated by activities carried out with CDBG funds made available under this Agreement. The use of Program Income by County Corp shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, County Corp may use such Program Income during the Agreement term for activities permitted under this Agreement, and shall reduce requests for additional funds by the amount of any such Program Income balance on-hand. All unused Program Income shall be returned to City at the end of the term of this Agreement. Any interest earned on cash advances from the City or from funds maintained in revolving loan accounts are not Program Income and shall be remitted promptly to City.

2. Indirect Costs

No indirect costs will be charged.

3. Payment Procedures

The City will pay to County Corp funds available under this Agreement based upon information submitted by County Corp and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by County Corp, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and Program Income balances available in County Corp accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of County Corp.

4. Progress Reports

County Corp shall submit regular Progress Reports to City in the form, content, and frequency, as required by City and specified in Exhibit A.

D. Procurement

1. Compliance

County Corp shall comply with current City policies concerning the purchase of equipment, goods, services, and shall maintain inventory records of all non-expendable personal property, as defined by such City policies as may be procured with the CDBG funds provided herein. All program assets (unexpended Program Income, property, equipment, etc.) shall revert to City upon termination or expiration of this Agreement.

County Corp shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200, Subpart D, Procurement, and shall subsequently follow

Property Management Standards as modified by 2 CFR 200, Subpart D, covering utilization and disposal of property.

2. OMB Standards

Unless specified otherwise within this agreement, County Corp shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317-200.326.

3. Travel

County Corp shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, 570.504, and 570.505, as applicable, which include but are not limited to the following:

1. County Corp shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under County Corp's control that was acquired or improved, in whole or in part, with funds under this Agreement shall be used to meet one of the CDBG National Objectives pursuant to 2 CFR 200.310-200.316 until five (5) years after expiration of this Agreement. If County Corp fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, County Corp shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute Program Income to the City. County Corp may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be Program Income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by County Corp for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

ARTICLE VII. **PERSONNEL & PARTICIPANT CONDITIONS**

A. Civil Rights

1. Compliance

County Corp agrees to comply with all local and state civil rights statutes, rules, regulations and ordinances, and with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107, and 12086.

2. Nondiscrimination

County Corp agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 270.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

County Corp shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off determination, rates of pay, or other forms of compensation, or selection for training, including apprenticeship.

County Corp shall adhere to all non-discriminatory provisions of the contract between the City of Miamisburg and Montgomery County as noted herein, more specifically Section 12 of said Contract entitled "Non-Discrimination."

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, County Corp shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. County Corp, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

County Corp shall comply with any federal regulations or orders issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the disabled in any federally assisted program. The City shall provide County Corp with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

County Corp agrees that it shall be committed to carry out, pursuant to the City's specifications and/or Montgomery County's specifications, an Affirmative Action Program keeping with the principles provided in the President's Executive Order 11246 of September 24, 1966. Affirmative Action guidelines maybe provided to County Corp to assist in the formulation of such program. County Corp shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women and Minority-Owned Businesses

County Corp will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. County Corp may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

County Corp shall furnish and cause each of its own contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

County Corp will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of County Corp's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

County Corp will, in all solicitations or advertisements for employees placed by or on behalf of County Corp, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

County Corp will include the provisions of this Paragraph's Section A, Civil Rights, and Section B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

C. Employment Restrictions

1. Prohibited Activity

County Corp is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or inherently religious activities, lobbying, political patronage, or nepotism activities.

2. Labor Standards

County Corp agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. County Corp agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. County Corp shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

Davis-Bacon requirements will not be applicable as work is being performed on single-family housing units.

D. Conduct

1. Assignability

County Corp shall not assign or transfer any interest in this Agreement without the prior written consent of City thereto; provided, however, that claims for money due or to become due to County Corp from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to City.

2. Subcontracts

a. Approvals

County Corp shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of City prior to the execution of such agreement.

b. Monitoring

County Corp will monitor all subcontracted services on a regular basis to assure contract compliance. Evidence of noncompliance shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

County Corp shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

County Corp shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to City along with documentation concerning the selection process.

3. Hatch Act

County Corp agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

County Corp agrees to abide by the provisions of 24 CFR 84.42, 24 CFR 85.36, and 570.611, which include (but are not limited to) the following:

- a. County Corp shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.
- b. No employee, officer, or agent of County Corp shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, County Corp, or any designated public agency.

5. Lobbying

County Corp hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It will require that the language of Paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S.C. and 2 CFR 200.450. Any person who fails to file the required certification shall be subject to a civil penalty of not less than **TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00)** and not more than **ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00)** for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

County Corp agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

ARTICLE VIII. ENVIRONMENTAL CONDITIONS

A. Air and Water

County Corp shall comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act 42 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. Environmental Review

Miamisburg shall comply with the provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321, et seq.) as it is applied at 24 CFR Part 58, including any requirements that may be imposed as a result of its responsibility for environmental review, decision-making, and action under NEPA Home. Miamisburg will work with Montgomery County to submit a copy of an Environmental Review & Assessment for each project address as required in 24 CFR Part 58.

C. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), County Corp shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the national flood insurance program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

D. Lead-Based Paint

County Corp agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR, Part 570.608 and 24 CFR, Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

ARTICLE IX. HISTORIC PRESERVATION

County Corp agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the City and/or State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list. The City and/or State must take into account the effect of a project on any district, site, building, structure, or object listed in or found by the Secretary of the Interior, pursuant to 35 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National Park Service of the U. S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property.

ARTICLE X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE XI. SECTION HEADINGS AND SUBHEADINGS

The section heading and subheading contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XII. WAIVER

The City's failure to act with respect to a breach by County Corp does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver or such right or provision.

ARTICLE XIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and County Corp for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and County Corp with respect to this Agreement.

ARTICLE XIV. REFERENCES TO LAW

All references to federal, state or local laws, regulations, or orders contained in this Agreement shall include any and all subsequent amendments, modifications, additions or other changes as may be enacted or codified by the proper governmental authority during the term of this Agreement.

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IN WITNESS WHEREOF, City and County Corp, each by a duly authorized representative, have executed this Agreement as of the date first set forth above.

CITY OF MIAMISBURG, OHIO

COUNTY CORP.

City Manager

By: _____

Title: _____

**APPROVED AS TO FORM
AND CORRECTNESS:**

City Attorney

EXHIBIT A

COUNTY CORP OWNER-OCCUPIED HOME REPAIR & REHAB PROGRAM

1. SCOPE OF SERVICES

County Corp will use all funds granted and received from the City of Miamisburg hereunder to operate the Owner-Occupied Home Repair & Rehab Improvement Program. This program will result in the repair of at least 7 households within the City of Miamisburg corporate limits who are at or below eighty percent (80%) of the Area Median Income. The minimum job amount that County Corp is willing to consider is \$3,000 per household.

County Corp will provide home repair and handicapped accessibility modifications for homeowners in the City of Miamisburg. The home repair grants will provide a maximum contribution of \$10,000 (CDBG and/or City match funds) per unit for the repair or replacement of housing components that pose code violations and/or in significant need of rehabilitation. An additional amount of \$1,500 will be allowed for administrative costs.

County Corp will also provide radon mitigation services, as necessary, in compliance with applicable CDBG regulations. Such mitigation services may be funded using either CDBG or local match funds and are pre-authorized even if the total project amount exceeds the maximum contribution noted above.

A. Program Descriptions

The services offered through the Owner-Occupied Home Repair & Rehab Program will include home repairs and handicapped accessibility modifications. The maximum cost per unit will be calculated by the direct costs associated with each unit, including materials, labor, and work by subcontractors, and the administrative costs added together. Below is a description of such repairs.

Home Repairs. Home repairs are defined as improvements made to correct code violations, rehabilitate, or to protect property from further structural damage. These repairs will bring the property up to local codes and standards. Home repair items include, but are not limited to, such items as:

- Furnace/heating components;
- Air conditioner;
- Plumbing;
- Hot water heater/tank;
- Roof/gutters;
- Deteriorated drain/waste/vent lines;
- Presence of gas fumes/gas lines;
- Windows and doors (when not disturbing paint);
- Electrical systems;
- Crumbling or loose steps that, if not repaired, will collapse or cause a fall;
- Driveway or sidewalk outside the public right-of-way;

- Deck, porch, or stoop if necessary for ingress and egress from the home;
- Exterior chimney;
- Siding, brick, or other exterior cladding.
- Radon mitigation.

Handicapped Accessibility Modifications. Handicapped accessibility modifications are defined as improvements made to homes of persons with disabilities to make the home more accessible. Improvements are designed to remove material and architectural barriers that restrict the mobility and accessibility of elderly and/or disabled persons. Accessibility modification items include, but are not limited to, such items as:

- Installing grab bars/handrails;
- Widening doorways, ramps, and showers;
- Modifying commodes and vanities;
- Broken stairs or ramps replacement/repair;
- Repairing driveway or sidewalk outside the public right-of-way.

2. COMMUNITY DEVELOPMENT OBJECTIVES

County Corp certifies that the activity(ies) carried out under this Agreement will meet the National Objective of benefitting low- and moderate income (LMI) persons under the LMI Housing subcategory. The program will maintain the supply and availability of safe, decent, and affordable housing for low- and moderate-income residents, improve the general interior and exterior conditions of the housing stock in the City, provide housing rehabilitation opportunities for low- and moderate-income residents of the City, increase the percentage of neighborhood residents who rate their neighborhood desirable, reduce the number of homeowners forced from their homes due to deteriorated housing and substandard living conditions, and encourage private investment in the neighborhoods.

3. PROGRAM GUIDELINES

The program provides the funding, labor, and materials necessary to correct substandard, unsanitary, and deteriorated conditions of low- and moderate-income owner-occupied residences. Eligible geographic areas for the program include the entire municipal corporation limits of the City of Miamisburg. Only owner-occupied single family (one unit) residential structures are eligible to participate in the program. Although available citywide to all qualified homeowners, the program will be heavily marketed within the CARES I and II geographies. Properties purchased by land contract are not eligible under this program unless the land contract documents have been properly recorded by the Montgomery County Recorder's Office. Properties in foreclosure are not eligible for funding under this program. Property taxes must be current, or if not current, a payment plan must be in place with the County.

Eligible beneficiaries of this program include households earning eighty percent (80%) or less of median income for the area as determined annually by HUD with adjustments for family size, as illustrated on the following page, or amended thereto upon release of new information from HUD.

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**2024 Montgomery County, Ohio Area Median Income Limits
Effective 4/1/24**

	Number of Persons per Household							
	1	2	3	4	5	6	7	8
30%	\$19,500	\$22,300	\$25,820	\$31,200	\$36,580	\$41,960	\$47,340	\$52,720
50%	\$32,550	\$37,200	\$41,850	\$46,450	\$50,200	\$53,900	\$57,600	\$61,350
Very Low								
80%	\$52,050	\$59,450	\$66,900	\$74,300	\$80,250	\$86,200	\$92,150	\$98,100
Low								
100%*	\$65,050	\$74,350	\$83,650	\$92,900	\$100,350	\$107,800	\$115,200	\$122,650
120%	\$78,050	\$89,200	\$100,350	\$111,500	\$120,450	\$129,350	\$138,300	\$147,200

Montgomery County is part of the Dayton, Ohio MSA, which contains Greene County, Miami County and Montgomery County.

4. OUTCOME MEASUREMENTS: PERFORMANCE AND OUTCOME MEASURES

In accordance with U.S. Department of Housing and Urban Development (HUD) requirements, the City utilizes a performance measurement system that is based on an outcomes-based approach to funding projects. This Performance and Outcome Measurement System will help to quantify the effectiveness of programs and establish clearly defined outcomes.

Outcomes-based measurement focuses on results rather than processes and provides an assessment tool for the City and its grantees. The implementation of an outcomes-based funding framework intends to improve results, accountability, and cost-effectiveness of funded programs.

The City shall report outcomes-based accomplishments to Montgomery County. The City therefore requires County Corp to submit performance measurement reports that focus on establishing clearly articulated objectives, performance measures, outputs, and program outcomes (desired end results). The City shall review the reports to track progress, provide feedback, and when necessary, provide technical assistance. Program performance is also considered in the decision-making process for fund allocation.

5. RESPONSIBILITIES

A. County Corp

County Corp will be responsible for determination of household eligibility based on income, application intake and processing, development of rehabilitation/repair work specifications, preconstruction conferences, coordination of services for the completion of the repairs, inspection of rehabilitation work, compliance with all CDBG regulations, final inspection of repairs completed, client satisfaction survey, and preparation of reports to City as detailed in Section 9, Reporting Procedures. County Corp will respond to all complaints regarding repairs performed by County Corp for one year from date of completion, and client satisfaction survey.

Funds will be used to address code violations, health and safety items, and incipient repair items as identified by County Corp. All repairs must be performed in accordance with local building code standards.

B. City of Miamisburg

Miamisburg will market the program to households which exhibit code violations, show signs of severe disrepair/distress, or whose owner has expressed the need for home or accessibility repairs. The City will serve as the initial point of contact for the program and provide initial applicant screening services to identify prospective candidates. The City will forward projects meeting the initial screening requirements to County Corp for further consideration and processing in accordance with this Agreement.

6. BUDGET

The program budget is attached to this document as Exhibit B.

7. STAFFING

County Corp shall assign the following staff as Key Personnel to the Owner-Occupied Home Repair & Improvement Program:

Staff Member Title	General Program Duties	Time Allocation
Casey Laughter	Manage processing of applications and supporting documents required by homeowners. Manage program files and recordkeeping. Provide status reports to the City and IDIS forms to the County.	1 hr/week
Chris Rinehart	Construction management; will determine scope of work with clients; assist clients in managing bidding process and their selection of contractors; manage construction and ensure it is completed and obtain homeowner statement of satisfaction upon project completion.	1 hr/week
Tracy Schultz	Financial management of program; tracking payroll hours and other costs	1 hr/week
Tabetha Miller	Payment of program invoices and other program related accounting task.	1 hr/week
Jim Heatherly	Construction management; will determine scope of work with clients; assist clients in managing bidding process and their selection of contractors; manage construction and ensure it is completed and obtain homeowner statement of satisfaction upon project completion.	2 hrs/week
James Schiller	Construction management; will determine scope of work with clients; assist clients in managing bidding process and their selection of contractors; manage construction and ensure it is completed and obtain homeowner statement of satisfaction upon project completion.	3 hrs/week
Adam Blake	Staff Management	0.5 hr/week
Kimetta Parker	Contract administration	0.5 hour/week

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the City.

8. PAYMENT PROCEDURES

The City will reimburse County Corp for expenditures for the Project and in accordance with the line-item budget set forth in Exhibit B. County Corp shall submit all invoices and supporting documentation to the Community Development Director's attention.

County Corp's invoice shall contain the City contract number, invoice number, period covered, work completed, written documentation verifying that weekly payroll reports were reviewed and comply with approved wage determination, total amount requested, list of enclosed documents, agreement funding balance, other information County Corp wishes to communicate to the City, and signature of County Corp's Chief Financial Officer.

County Corp shall collect, maintain, and submit the following documentation and information with invoices for payment.

- For Project administration, County Corp will include:

1. Fee of \$1,500 per housing unit.

- For supplies/materials, the documentation and information shall include:

1. Invoice from vendor or company detailing the item(s)/services purchased and a copy of Contractor's check showing that County Corp paid the vendor for goods/services.

Unless disputed or the City determines that there is insufficient documentation to substantiate the invoice, the City will tender payment to County Corp in a timely manner.

9. DOCUMENTATION AND RECORD KEEPING

In order to ensure that program participants and activities meet the program eligibility criteria, County Corp must record the name, address, sex and age of homeowner, the number of people in the household, total household income, racial and ethnic data of household members, a description of work and services to be performed for homeowner, a signed agreement with homeowner, work specifications, and proof of payment to contractor(s).

County Corp will maintain case files, including the above information for a period of not less than four years after completion of the program. County Corp will maintain these and other documents and financial records in accordance with the requirements for record retention specified in Article VI of the Agreement.

10. REPORTING PROCEDURES

The City will require timely and consistent reports to ensure that the program is proceeding according to the work program and in accordance with federal regulations. Reporting shall continue until expiration or termination of this Agreement. All reports shall be submitted to the City's Development Department.

County Corp agrees to submit on the fifteenth (15th) day of each month a written progress report covering the agreed upon objectives, activities, and expenditures. On April 1, 2024, or within 15 days of the date of termination or expiration of this Agreement, County Corp will provide to the City a comprehensive report covering the agreed upon objectives, activities, and expenditures for the prior fiscal year ending.

County Corp will keep records of and report for statistical purposes, which details at a minimum:

1. Total number of applicants for assistance;
2. Total number of applicants determined to be eligible for assistance;

3. Total number of applicants from income eligible households;
4. Total number of applications approved for assistance;
5. Start date and completion date of properties receiving assistance;
6. Locations of properties receiving assistance;
7. Demographic profile of applicants and approved recipients;
8. Number of households assisted (unduplicated addresses assisted/served);
9. Description of work completed for each household assisted; and
10. Progress of work yet to be performed for each household assisted, expenditures, and remaining balance.

11. COMMUNICATIONS

All notices and correspondence regarding this Agreement and the Project shall be submitted to the parties as specified in Article V of the Agreement, or their designee(s).

EXHIBIT B

BUDGET

The following is the budget for the Owner-Occupied Home Repair & Rehab Program to be administered by County Corp. This budget represents an estimate of expenditures to rehabilitate seven (7) households in the City of Miamisburg. The budget may change as needed to account for the specific needs of each household. County Corp and the City of Miamisburg will mutually agree in writing to any proposed alterations to the project budget. Such agreement shall not require an amendment to this Agreement.

Fiscal Year 2022 Funding:

	CDBG Funds	Local Match	Total
Housing Repairs/Modifications	\$50,000	\$14,500	\$64,500
Project Administrative Fee		\$10,500	\$10,500
Total Program Costs:	\$50,000	\$25,000	\$75,000

Requests for payment of eligible expenses will be associated with the line items as stated above. Expenses for eligible costs incurred after contract execution date may be invoiced and shall be paid upon execution of this agreement.

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EXHIBIT C

**AGREEMENT FOR DELEGATION OF ACTIVITIES
MONTGOMERY COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
GRANT NO. B-22-UC-39-0004**

ORDINANCE NO. 7090

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION AND DECLARING AN EMERGENCY.

WHEREAS, negotiations have occurred between the Ohio Patrolmen's Benevolent Association and the City of Miamisburg, and

WHEREAS, a mutually acceptable tentative agreement has been reached between the Ohio Patrolmen's Benevolent Association and the City of Miamisburg; and

WHEREAS, the tentative agreement has been approved by the Ohio Patrolmen's Benevolent Association; and

WHEREAS, City Council finds it in the best interest of the City of Miamisburg to adopt the agreement with the Ohio Patrolmen's Benevolent Association.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The City Manager is hereby authorized and directed to enter into an agreement for and on behalf of the City of Miamisburg with the Ohio Patrolmen's Benevolent Association to implement the provisions of the contract items in accordance with the negotiations between the parties, same having been reviewed by Council.

Section 2.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that Council desires to implement the provisions of the agreement between the Ohio Patrolmen's Benevolent Association and the City of Miamisburg to ensure approval of the negotiated contract at the earliest possible date; therefore, this measure shall take effect and be in force from and after its passage effective July 1, 2024.

Passed: June 18, 2024

Attested: 
Keysha Alexander, Clerk of Council

Approved: 
Michelle L. Collins, Mayor

ORDINANCE NO. 7091

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (SERGEANTS) AND DECLARING AN EMERGENCY.

WHEREAS, negotiations have occurred between the Ohio Patrolmen's Benevolent Association (Sergeants) and the City of Miamisburg, and

WHEREAS, a mutually acceptable tentative agreement has been reached between the Ohio Patrolmen's Benevolent Association (Sergeants) and the City of Miamisburg; and

WHEREAS, the tentative agreement has been approved by the Ohio Patrolmen's Benevolent Association (Sergeants); and

WHEREAS, City Council finds it in the best interest of the City of Miamisburg to adopt the agreement with the Ohio Patrolmen's Benevolent Association (Sergeants).

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

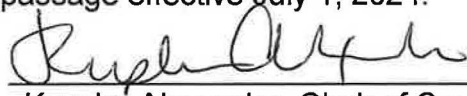
Section 1.

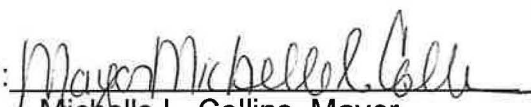
The City Manager is hereby authorized and directed to enter into an agreement for and on behalf of the City of Miamisburg with the Ohio Patrolmen's Benevolent Association (Sergeants) to implement the provisions of the contract items negotiated between the parties, same having been reviewed by Council.

Section 2.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that Council desires to implement the provisions of the agreement between the Ohio Patrolmen's Benevolent Association (Sergeants) and the City of Miamisburg to ensure approval of the negotiated contract at the earliest possible date; therefore, this measure shall take effect and be in force from and after its passage effective July 1, 2024.

Passed: June 18, 2024

Attested: 
Keysha Alexander, Clerk of Council

Approved: 
Michelle L. Collins, Mayor

ORDINANCE NO. 7092

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CHAMPLIN ARCHITECTURE FOR THE DESIGN AND ENGINEERING SERVICES FOR THE SYCAMORE TRAILS AQUATIC CENTER, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Miamisburg intends to make improvements to the public property, located at 400 South Heincke Road, named Sycamore Trails Aquatic Center; and

WHEREAS, the City of Miamisburg has worked with Champlin Architecture to create an updated master plan and concept layout for the facility; and

WHEREAS, the City of Miamisburg wishes to obtain construction-level design documents, including fully engineered plans in order to make improvements aligned with the concept plan.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The City Manager is authorized to enter into a contract with Champlin Architecture for design and engineering services for the Sycamore Trails Aquatic Center Improvement Project, at a cost not to exceed \$740,944.

Section 2.

The City Manager is hereby authorized to make changes to finalize the agreement included with this ordinance, in agreement with Champlin Architecture, as needed, so long as modifications do not substantially alter the intent, responsibilities of either party, or financial liability for the City.

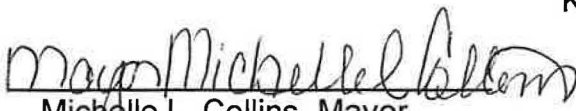
Section 3.

This measure is hereby declared to be an emergency necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this agreement is needed at the earliest possible date in order to complete the project in a timely manner, therefore, this measure shall be in force from and after its passage.

Passed: June 18, 2024

Attested: 
Keysha Alexander, Clerk of Council

Approved:


Michelle L. Collins, Mayor