

**RESOLUTION NO. 31 , 2023**

**A RESOLUTION APPROVING A JOINT AGREEMENT WITH THE  
BOARD OF COUNTY COMMISSIONERS, HAMILTON COUNTY, OHIO  
TO ACCEPT AND ADMINISTER A COMMUNITY REVITALIZATION GRANT**

**WHEREAS**, the City of Montgomery has applied to the Board of County Commissioners, Hamilton County, Ohio, for a Community Revitalization Grant to enable the City to support the infrastructure costs to continue developing the Montgomery Quarter Project; and

**WHEREAS**, the Community Revitalization Grant Review Committee did recommend to the Board of County Commissioners that a grant be made available to the City to support such revitalization efforts; and

**WHEREAS**, the Board of County Commissioners, Hamilton County, Ohio has tendered the attached Joint Agreement to be accepted and approved by the City setting forth the terms and conditions to receive and administer the Grant Program; and

**WHEREAS**, the Administration has recommended that Council accept the Joint Agreement and proceed with the appropriate plan to implement the grant and to revitalize the community.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Montgomery, Hamilton County, Ohio, that:

**SECTION 1.** The attached Joint Agreement between the Board of County Commissioners, Hamilton County, Ohio and the City of Montgomery to administer a Community Revitalization Grant awarded for the continuing development of critical infrastructure to support the Montgomery Quarter Project is hereby accepted, and the City

Manager is authorized to execute the Joint Agreement and to proceed according to the terms of the Joint Agreement to receive the funds and implement the Grant Program.

**SECTION 2.** The City Manager is authorized to execute such additional documentation as may be necessary to administer this Community Revitalization Grant.

**SECTION 3.** This Resolution shall take effect the earliest opportunity as allowable by law.

PASSED: September 6 2023

ATTEST: Connie M. Gaylor  
Connie M. Gaylor, Clerk of Council

Craig D. Margolis  
Craig D. Margolis, Mayor

APPROVED AS TO FORM:

Terrence M. Donnellon  
Terrence M. Donnellon, Law Director

**Joint Agreement Between the Board of County Commissioners, Hamilton County, Ohio and  
the City of Montgomery, Ohio to Administer Community Revitalization Grant Awarded for  
Infrastructure Improvements**

This Joint Agreement (the "Agreement") is entered into on \_\_\_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date"), by and between the Board of County Commissioners, Hamilton County, Ohio ("County") and the City of Montgomery, Ohio ("Grantee").

Whereas, the County included the Community Revitalization Grant (CRG) program in its 2023 overall budget to partner with cities, villages, and townships to implement impactful economic and community development projects; and

Whereas, participating local governments applied for funds to implement community and economic development plans, spur other development projects, remove blighted properties or conditions, and/or promote economic development; and

Whereas, the Grantee submitted an application for an economic development project including roadway infrastructure to facilitate private development of Phase II of the Montgomery Quarter, further described in Exhibit A (the "Project") and Exhibit B (Grantee's "Application") attached hereto and incorporated herein as part of this Agreement; and

Whereas, the CRG Review Committee recommended funding the Project to the Board of County Commissioners (BOCC).

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

1. **Term:** The Grant Term shall commence as of the Effective Date and extend through December 30, 2024 (the "Grant Term") unless the term of this Agreement is modified in writing or the Agreement is terminated in accordance with the provisions hereof.
2. **Grant Agreement and Uses:** Subject to the terms of this Agreement, the County, by and through its Office of Economic Development, hereby grants to the Grantee a one-time grant of money in the amount of Five Hundred Thousand Dollars (\$500,000) (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 of Five Hundred Thousand Dollars (\$500,000). Grantee agrees that the Grant Funds are restricted and may only be used for the uses outlined in Exhibit A. Grant Funds disbursed under this Agreement cannot supplant any other funding. Any Grant Funds disbursed to Grantee for ineligible costs or expenses shall be returned to Board, immediately upon request.

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 semi-annual progress reports as well as a completion report. The County reserves the right to require the submission of additional reporting as it relates to the activities included in the Project. Such documentation may include, but is not limited to, reports, spreadsheets and databases whether in electronic or paper form. With reasonable promptness, Grantee shall supply County with such reporting and information pertaining to the Project as from time to time may be reasonably requested.

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

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

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

- .1 Project summary;
- .2 Impact the Grant Funds made on the Project;
- .3 Feedback from businesses on the economic impact of project, including testimonials; and
- .4 Total Grant Funds spent.

**8. Adherence to State, Local and Federal Laws, Regulations:** The Grantee shall comply with all federal, state and local laws, rules and regulations applicable to the expenditure of the Grant Funds and the completion of the Project.

**9. Termination:** This Agreement may be terminated by the mutual written agreement of the parties; or by either party upon thirty (30) days written notice to the other in the event of a party's substantial failure to perform in accordance with the terms of this Agreement. Expenditures incurred prior to termination shall be submitted and reimbursed in accordance with the terms of this Agreement.

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 Montgomery

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeffrey W. Aluotto

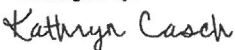
Hamilton County Administrator

On behalf of Hamilton County Board of County Commissioners

\_\_\_\_\_  
Date

Approved as to form:

DocuSigned by:



F5172C2AA076496

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

7/31/2023

\_\_\_\_\_  
Date

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

**A. Project Scope**

The Grantee will use the Grant Funds to construct a roadway connecting the roundabout at Montgomery Road and Ronald Reagan/Cross County Highway interchange to the Montgomery Quarter. This project will facilitate Stage II of the Montgomery Quarter project by construction and completing the roadway infrastructure necessary to be in place so the private development could follow.

**B. Project Budget**

**Funding Sources:**

Hamilton County Community Revitalization Grant - \$500,000

City of Montgomery - \$2,000,000

**Funding Uses:**

Construction - \$2,500,000

**Exhibit B**  
**Grant Application**

## **Hamilton County Community Revitalization Grant (CRG) Application**

Review program guidelines and eligibility requirements at

[https://www.hamiltoncountyohio.gov/government/open\\_hamilton\\_county/projects/community\\_revitalization\\_grant](https://www.hamiltoncountyohio.gov/government/open_hamilton_county/projects/community_revitalization_grant) before filling out this application. Complete applications and corresponding attachments should be emailed to Marc Von Allmen at [marc.vonallmen@hamilton-co.org](mailto:marc.vonallmen@hamilton-co.org) by May 5, 2023 at 5:00 P.M.

### **I. Applicant and Project Information**

1. Local government applying
2. Contact person
3. Contact person email address and phone number

City of Montgomery
Brian K. Riblet
<a href="mailto:briblet@montgomeryohio.org">briblet@montgomeryohio.org</a> 513-792-8319

4. Project title
5. Project category (Property Development, Infrastructure, Building Improvement, or Other)
6. Project address and/or parcel ID(s)

Montgomery Quarter Stage II Infrastructure Project
Infrastructure
603-0004-0214-00 603-0004-0215-00 603-0004-0216-00

### **7. Project narrative**

The Montgomery Quarter Stage II Infrastructure Project consists of constructing a roadway connecting the recently completed roundabout at the Montgomery Road and Ronald Reagan/Cross County Highway interchange to the newly constructed roadway network that was constructed as part of the Stage I Improvements for the Montgomery Quarter project.

More specific, the project includes preparation of the base, constructing the roadway, installation of concrete curbing, and installation of catch basins, storm pipe and a storm water detention vault. The estimated cost of construction is currently \$2.5 million.

The project is "shovel ready" and could be constructed and completed prior to the end of calendar year 2023.

### **II. Budget and Funding**

8. CRG funding request

\$500,000
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9. List the proposed use(s) of the CRG in the table below or as an attachment to the application.

Use	Amount
Subsidize cost of roadway construction	\$500,000

10. List the proposed sources and uses of funding for the overall project using the table below or as an attachment to the application.

Source	Type (Private or Public)	Amount	Use	Amount
City of Montgomery	Public	\$2,000,000	Infrastructure	\$2,000,000
CRG		\$500,000	Infrastructure	\$500,000

### III. Project Impact, Need, and Support

Applications which indicate direct job/payroll creation or retention should provide verifying documentation (i.e., letter from business owner). If the project will not result in the creation or retention of jobs/payroll, skip questions 11-15.

- 11. FTE jobs created as a direct result of the project
- 12. New payroll as a direct result of the project
- 13. FTE jobs retained as a direct result of the project
- 14. Payroll retained as a direct result of the project
- 15. Types of jobs to be created or retained

300
\$8,000,000

Montgomery Quarter Stage II will create a variety of jobs including: office, retail, restaurant, hotel and work from home.

Applications that indicate business support should provide verifying documentation (i.e., letter from business owner). If the project will not result in the direct support of any business, skip question 16. Indicate Yes or No for Letter of Support.

### 16. Businesses Supported

Business Name	Business Type	Business Benefit	Letter of Support

If the project does not involve property development, please skip questions 17-19.

17. Property development activities included in the project (do not include activities that would be completed in a later phase). Indicate Yes or No.

Acquisition	
Remediation and site preparation	
Demolition	

Renovation  
New Construction

\$130,000,000

18. Is the property currently occupied? Indicate Yes or No.

19. If the current phase of the project includes renovation or construction, provide the information below.

Residential SF	240,000	Residential Units	239
Commercial SF	110,000	Industrial SF	n/a

20. Provide justification as to why the project has financial need and/or serves a financial need (i.e., budget constraints, economically distressed community/location, serves or supports low-income individuals, etc.)

The Montgomery Quarter project has been the #1 priority for the City of Montgomery for the past several years. The City of Montgomery, along with Gateway Partners Montgomery, LLC, persevered through the COVID-19 Pandemic to construct Stage I of the project by investing more than \$150 million of private development for a mixed-use development including office, retail, restaurants, residential and a boutique hotel. The City of Montgomery invested nearly \$16 million (\$7.5 million of borrowed Bond Anticipation Notes - BANS) to construct the infrastructure necessary to complete Stage I of the project including: utilities (sanitary, electric,

21. List the organizational partners involved with the project and provide details regarding their involvement to date and moving forward.

The City of Montgomery has been fortunate to have many partners on this overall project:

Gateway Partners Montgomery, LLC - Development Team (Brandicorp and Neyer Properties) who are firmly committed to this development and have expended over \$150 million to date and anticipate expending an additional \$130 million for Stage II of the project.

The Port Authority - Contract Authority for Construction of Stage I Parking Garages at \$19.5

22. List the adopted plans or policies that the project will help implement and provide specific references to the applicable sections of the plans and policies.

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23. Provide any additional information about the project.

Over the past 3.5 years, the City of Montgomery along with our development partners Gateway Partners Montgomery, LLC. have been committed to this incredible project knowing the benefits it will provide to our community, our county and our region. The ramifications of the COVID-19 Pandemic has put Stage II of the project in jeopardy as the costs of labor and supplies have absorbed the funding in place that was targeted for the entire project. We desperately would love to "kickstart" Stage II of the project by construction and completing the roadway infrastructure necessary to be in place so the private development could follow

IV. Additional Considerations

- Projects including acquisition, renovation, or construction related to parks should indicate how the project will also support businesses, business districts, and/or redevelopment of the community overall in order to be a competitive application.
- Applicants should consider including the following attachments if applicable:
  - o Operating Proforma: If the project involves new construction or renovation, provide a post-construction operating proforma. This will help demonstrate and confirm any financial need of the project.
  - o Proof of funding: If the project includes funding from other sources, please provide documentation of the availability of those funds (i.e., commitment letter or term sheet from a lender). This will help demonstrate support and leverage for the project.
  - o Construction Budget: If the project involves construction and there is not enough space in the application to provide adequate detail, provide a detail construction budget as an attachment. This will demonstrate capacity to complete the project.
  - o Property Control: If the project involves property development, provide documentation of applicable property control (i.e., option to purchase, consent of property owner). This will demonstrate capacity to complete the project.
  - o Support Letters: Provide any received support letters for the project to demonstrate support.
  - o Site Plans, Elevation Drawings, and/or Maps: Provide documentation as applicable including site plans, elevation drawings, and/or maps to provide additional context for the project

If you have any questions regarding Hamilton County's Community Revitalization Grant program or this application, contact Marc Von Allmen at [marc.vonallmen@hamilton-co.org](mailto:marc.vonallmen@hamilton-co.org) or 513-946-4415.

## Narrative for Question #20 of CRG Application

The Montgomery Quarter project has been the #1 priority for the City of Montgomery for the past several years. The City of Montgomery, along with Gateway Partners Montgomery, LLC, persevered through the COVID-19 Pandemic to construct Stage I of the project by investing more than \$150 million of private development for a mixed-use development including office, retail, restaurants, residential and a boutique hotel. The City of Montgomery invested nearly \$16 million (\$7.5 million of borrowed Bond Anticipation Notes - BANS) to construct the infrastructure necessary to complete Stage I of the project including: utilities (sanitary, electric, gas, water) storm water detention, roadway network, streetscape, lighting, and a public park (gathering space). In addition, the City of Montgomery borrowed \$19.5 million dollars to construct two parking garages providing 546 parking spaces to support the Stage I development. The amounts above exceeded original estimates substantially as the COVID-19 Pandemic impacted costs for supplies and labor to skyrocket. Therefore, as we think about Stage II of the project, we are at a critical juncture as the City of Montgomery and Gateway Partners Montgomery, LLC has expended more funds than expected and we're struggling to find a way to "kickstart" Stage II of this critical development that we firmly believe will have a positive impact throughout our region. The job creation for Stage II of the project will have a positive impact on supporting low-income individuals with job opportunities. We have had conversations with SORTA that our Montgomery Quarter location and job creation provides tremendous potential for a Bus Rapid Transit (BRT) route that will provide transportation/access for individuals to be employed at one of the many office, retail, restaurant businesses that will be constructed as part of the Stage II development.

## Narrative for Question #21 of CRG Application

The City of Montgomery has been fortunate to have many partners on this overall project: Gateway Partners Montgomery, LLC - Development Team (Brandicorp and Neyer Properties) who are firmly committed to this development and have expended over \$150 million to date and anticipate expending an additional \$130 million for Stage II of the project. The Port Authority - Contract Authority for Construction of Stage I Parking Garages at \$19.5 million and are anticipated to be involved in Stage II of the development. Sycamore School District - Negotiation and Execution of a Compensation Agreement for the entire Montgomery Quarter project. Ohio State Budget - Funding for public park in Stage I by approving three separate grant submittals totaling just over \$1 million to assist in development of the public park at Montgomery Quarter. OPWC - Funding for Infrastructure in Stage I by granting \$300,000 for infrastructure improvements. Hamilton County TID - Funding for Design, Engineering, Construction of Roundabout adjacent to and critical to the overall Montgomery Quarter project. OKI - Funding for Construction of Roundabout by granting \$6,000,000 to assist with construction of the roundabout that totaled just over \$8,000,000 to construct with the City funding the balance.

## Narrative for Question #23 of CRG Application

Over the past 3.5 years, the City of Montgomery along with our development partners Gateway Partners Montgomery, LLC. have been committed to this incredible project knowing the benefits it will provide to our community, our county and our region. The ramifications of the COVID-19 Pandemic has put Stage II of the project in jeopardy as the costs of labor and supplies have absorbed the funding in place that was targeted for the entire project. We desperately would love to "kickstart" Stage II of the project by construction and completing the roadway infrastructure necessary to be in place so the private development could follow immediately after the roadway is complete. As mentioned, Stage II of the project will provide job creation, payroll, sales tax to Hamilton County, and opportunities to serve lower income individuals with job opportunities.