

CITY OF OBERLIN, OH

ORDINANCE No. 14-21 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A FY 2014 CHIP PROGRAM GRANT PARTNERSHIP AGREEMENT WITH LORAIN COUNTY AND DECLARING AN EMERGENCY

WHEREAS, the State of Ohio, Development Services Agency, Office of Community Development has established through the FY 2014 Community Housing Impact and Preservation Grant Program Guidelines including a partnership option allowing eligible communities to partner on one single application; and

WHEREAS, the Development Services Agency, Office of Community Development has established a grant application deadline of June 6, 2014 for communities to file such applications under its FY 2014 Community Housing Impact and Preservation Program; and

WHEREAS, by electing to file an application under a Partnership Agreement, the City of Oberlin is eligible for an additional \$50,000 in funds over and above the grant threshold for single applicants; and

WHEREAS, by electing to file an application under a Partnership Agreement the potential grant award will be \$450,000 for Lorain County and \$350,000 for the City of Oberlin; and

WHEREAS, by electing to file an application under a Partnership Agreement, the collective application has the potential to gain additional points for partnering under this competitive grant program; and

WHEREAS, the City of Oberlin is interested in partnering with Lorain County under the FY 2014 Community Housing Impact and Preservation Grant Program.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths of all members elected thereto concurring:

SECTION 1. That the City Manager is hereby authorized to enter into a partnership agreement with Lorain County for the FY 2014 Community Housing Impact and Preservation Grant Program, a copy of which is attached as **Exhibit A**.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance is hereby declared to be an emergency measure for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department to wit: to provide for the filing of a grant application under the FY 2014 Community Housing Impact and Preservation Grant Program at the earliest possible date, and shall take effect immediately upon passage.

PASSED: 1st Reading: May 19, 2014 (E)

2nd Reading: _____

3rd Reading: _____

ATTEST:



BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL



H. SCOTT BROADWELL
PRESIDENT OF COUNCIL

POSTED: 05/20/2014

EFFECTIVE DATE: 05/19/2014

**FY 2014 COMMUNITY HOUSING IMPACT AND
PRESERVATION PROGRAM (CHIP)
PARTNERSHIP AGREEMENT
BETWEEN LORAIN COUNTY, OHIO
AND CITY OF OBERLIN, OHIO**

WHEREAS, the State of Ohio, Development Services Agency, Office of Community Development has established through the FY 2014 Community Housing Impact and Preservation Program Guidelines included in the Action Plan a partnership option allowing eligible communities to partner on one single application;

WHEREAS, by electing to file an application under a Partnership Agreement, each community is eligible for an additional \$50,000 in funds over and above the grant threshold for single applicants;

WHEREAS, by electing to file an application under a Partnership Agreement the potential grant award will be the \$450,000 for Lorain County plus \$350,000 for each city partnering with a population of 15,000 or less.

WHEREAS, by electing to file an application under a Partnership Agreement, the collective application has the potential to gain additional points for partnering;

WHEREAS, the partners have elected to designate Lorain County as the grantee for the 2014 CHIP Partnership Application;

WHEREAS, the partners agree that this Partnership Agreement specifically relates to the Community Housing Impact and Preservation Grant "CHIP" and includes all funding sources including CDBG, HOME and OHTF, if awarded;

WHEREAS, the partners agree to adopt the CHIP Policy and Procedure Manual of Lorain County for the PY 2014 Community Housing Impact and Preservation Grant, if funded.

WHEREAS, the partners agree to the following selection criteria:

Home Repair applications will be first-come first-serve within each partner jurisdiction first and then, if funding remains, within the grant service area.

Private Owner Rehabilitation applications will be ranked according to the Lorain County PPM within each partner jurisdiction first and then, if funding remains, within the grant service area.

Tenant Based Rental Assistance applications will be first-come first serve within the grant service area.

WHEREAS, the partners agree to elect to choose the following finance mechanism:

- Private Owner Rehab - a five year mortgage lien which will decline at twenty percent (20%) per year until fully forgiven.
- Owner-occupied Home Repair will be a grant.
- Tenant-Based Rental Assistant will be a grant.

All loans will be provided at zero percent (0%) interest, no finance charge, no monthly payments.

WHEREAS, this agreement will take effect and be in force from the date executed and remain in effect until the CHIP funds are expended and the funded activities are complete and closed out.

WHEREAS, the partners agree that neither the grantee nor its partner can terminate or withdraw from the partnership agreement during the specified grant period.

WHEREAS, Lorain County, as grantee is responsible for preparing the grant application, including the Housing Advisory Committee Planning Process, selection of eligible project activities, and administering and implementing the grant in accordance with Community Development Block Grant, HOME and/or Ohio Housing Trust Fund in conjunction with Ohio Development Services Agency rules and regulations including maintaining all required records and documents relating to the grant.

NOW, THEREFORE, Lorain County and the City of Oberlin, the "Participating Communities," hereby agree to the following terms of this Partnership Agreement:

1. The Participating Communities have agreed that Lorain County will be the grantee;
2. If awarded a CHIP Grant, Lorain County will administer and implement the grant funds;
3. The City of Oberlin agrees that all administration funds will be utilized by the grantee in the administration of the PY 2014 CHIP Grant. Eligible costs incurred by the City of Oberlin maybe reimbursed through the Grant by the County provided there is documentation to the work performed, hours and rates of pay for the individuals that provided the service and funds are available.

4. Each partner agrees to market the PY 2014 CHIP Grant.
5. The Grantee agrees to target housing activity funds in an amount equal to the housing activity funds the partner would have received applying as a single entity. The amount of funding ultimately spent within each partnering community will be determined by the eligible applications received.
6. The Participating Communities agree that it is essential for future funding to meet outcomes set forth in the grant agreement and therefore, the grantee will review the progress of the grant overall in the fifth and again in the sixth quarter of the grant. A lack of applications for particular activities will be discussed between the Participating Communities.
7. Should the Grantee find in the review that there is a need to redirect funding between the Participating Communities; the CEO is authorized to execute an amendment to this partnership agreement which will facilitate reallocation of funds.
8. The Participating Communities agree that as the County is responsible for meeting the goals of the grant, should there be a lack of progress at the 6th quarter of the grant period in meeting the goals of one or more housing activities, the County is hereby authorized to redirect funding in order to meet those activity goals.
9. As stated above, the Participating Communities agree to implement the CHIP Grant in compliance with State of Ohio and HUD rules and guidelines.
10. This Partnership Agreement is funded with funds from the State of Ohio, Office of Community Development and remains in effect until the CHIP funds received are expended and the funded activities completed and closed out, the Grantee and the Participating Communities cannot terminate or withdraw from this Partnership Agreement while it remains in effect.
11. The Participating Communities are obligated to take all actions necessary to assure compliance with the certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights of 1964, the Fair Housing Act, Section 109 of the Housing and Community Development Act of 1974 and other applicable laws.
12. The Participating Communities agree that CHIP funds are prohibited for activities in, or in support of, any Cooperating unit of local government that does not affirmatively further fair housing within its own jurisdiction or that impedes Grantees actions to comply with fair housing certification.
13. This Partnership Agreement does not contain a provision for veto or other restriction that would allow any party to obstruct the implementation of the CHIP Program during the period covered by this agreement, which is April 1, 2014 to December 31, 2016.

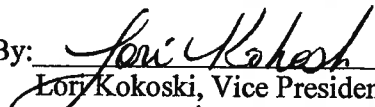
14. The Participating Communities agree to the selection criteria and finance mechanisms stated previously in this agreement and incorporate them herein as if listed separately.
15. The Participating Communities agree that upon close out of the 2014 CHIP Grant, program income derived from mortgages will be disbursed to the community from which the activity funds were expended i.e. should a house in Oberlin sell and program income is returned to Lorain County, Lorain County will receive the program income funds and disburse those funds to the City of Oberlin with an eligible project request. Lorain County as grantee will report all program income received.
16. All records pertaining to the 2014 CHIP Grant will be retained by Lorain County as Grantee.

**THE UNDERSIGNED REPRESENTATIVES OF THIS PARTNERSHIP AGREEMENT
HEREBY AGREE TO THE ABOVE STATED TERMS AND CONDITIONS ON THIS
_____ DAY OF _____, 2014.**

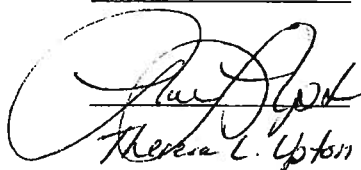
ATTEST:

LORAIN COUNTY, OHIO

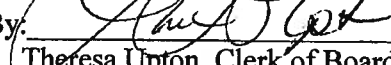
By: 
Ted Kalo, President, Commissioner

By: 
Lori Kokoski, Vice President, Commissioner

By: 
Tom Williams, Commissioner


Theresa L. Upton

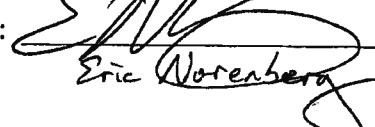
ATTEST:

By: 
Theresa Upton, Clerk of Board

Date: 6-2-14

CITY OF OBERLIN



By:  City Manager
Eric Norenberg

Legal Form and Sufficiency

This Partnership Agreement has been reviewed by legal counsel of the Participating Communities, and it has been determined that the terms and conditions of said agreement are fully authorized under State and local law and that said agreement provides legal authority for the Participating Communities.

Approved as to Form and Sufficiency:



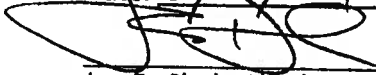
Lorain County Assistant Prosecuting Attorney

City of Oberlin Law Director

Date: _____

APPROVED AS TO FORM

Date: 5/21/2014



Jon D. Clark, Oberlin City Law Director