

CITY OF OBERLIN, OHIO

RESOLUTION No. R18- 05 CMS

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PARTNERSHIP AGREEMENT WITH THE BOARD OF LORAIN COUNTY COMMISSIONERS AND SHEFFIELD LAKE, OHIO FOR THE PURPOSES OF OUTLINING THEIR RESPONSIBILITIES AND THE TERMS OF COMPLIANCE WITH THE PY 2018 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP) AND DECLARING AN EMERGENCY.

WHEREAS, the State of Ohio, Development Services Agency, Office of Community Development has established through the PY 2018 Community Housing Impact and Preservation Program (CHIP) Guidelines included in the Action Plan a partnership option allowing eligible communities to partner on one single application; and

WHEREAS, by electing to file an application under a Partnership Agreement the potential grant award will be the \$400,000 for Lorain County plus \$300,000 for each city partnering with a population of 15,000 or less; and

WHEREAS, the Cities of Oberlin and Sheffield Lake have elected to designate Lorain County as the grantee for the 2018 CHIP Partnership Application; and

WHEREAS, the Partnership Agreement, attached and made part of this resolution, has been reviewed and approved as to form by Assistant County Prosecutor, Gerald I. Innes and the City of Oberlin Law Director, Jon Clark; and

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the City Manager is hereby authorized and directed to enter into a Partnership Agreement attached to this Resolution as Exhibit "A" with the Board of Lorain County Commissioners and Sheffield Lake, Ohio outlining their responsibilities and the terms of compliance for the PY 2018 CHIP Program.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this Resolution 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 meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, or to provide for the usual daily operation of a municipal department to wit: to approve the execution of a Partnership Agreement which will enable the Board of Lorain County Commissioners to apply for CHIP Program Funding on behalf of the City of Oberlin and meet the grant application deadline of May 4th, 2018, and shall take effect immediately upon passage.

PASSED: 1st Reading: April 16, 2018 (E)

2nd Reading: _____

3rd Reading: _____

ATTEST:



BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL



BRYAN BURGESS
PRESIDENT OF COUNCIL

POSTED: 04/17/2018

EFFECTIVE DATE: 04/16/2018

**PY 2018 COMMUNITY HOUSING IMPACT AND
PRESERVATION PROGRAM (CHIP)
PARTNERSHIP AGREEMENT**

between

**Lorain County and the City of Oberlin and the City of Sheffield Lake
(The "Partners")**

WHEREAS, the Partners wish to address various housing needs of low and moderate income residents of the county and cities; and

WHEREAS, the State of Ohio, Development Services Agency, Office of Community Development (OCD) provides financial assistance to local governments under its Program Year 2018 Community Housing Impact & Preservation (CHIP) program for the purpose of addressing local housing needs; and

WHEREAS, the Partners are eligible to apply for CHIP funds from the State of Ohio and OCD encourages local CHIP eligible communities to request funds as partners in one application; and

WHEREAS, the Partners desire to file a combined application under the CHIP Program to receive financial assistance to address needs as prioritized in the local Housing Needs Assessment process.

NOW, THEREFORE, the Partners hereby agree to the following terms of this Partnership Agreement ("this Agreement"):

1. Lorain County has agreed to serve as the single applicant for funds and subsequent Grantee responsible for administering the CHIP grant, if funded;
2. Lorain County is responsible for submitting the CHIP grant application in cooperation with the City of Oberlin and City of Sheffield Lake, including procuring an administrator who shall also conduct the detailed tasks of the planning process.
3. Lorain County agrees to implement the PY'2018 CHIP, if funded, in compliance with Community Development Block Grant, HOME and Ohio Housing Trust Fund requirements, the State of Ohio Consolidated Plan, the CHIP program guidelines, and this Agreement.
4. This Agreement applies to any funds awarded from the State of Ohio PY'2018 CHIP program. This Agreement remains in effect until the CHIP funds are expended and the funded activities completed and closed out. The Partners cannot terminate or withdraw from this Agreement while it remains in effect.
5. The Partners have a mutual understanding that they are in compliance with Office of Community Development Programs Program Policy Notices: OCD 15-01, Responsibility for Grant Administration; 15-02, Procurement of Grant Administration Services; 15-03, Finance Mechanisms; 15-04, Program Income Policy; 15-05, National Objective Guidance; 15-06, Grant Operations & Financial Management Policy; and 15-07, Resolving a Potential Conflict of Interest; 16-02 - Use of Force Account Labor in Community and Economic Development Programs; 17-01 -

Grant Operations and Financial Management Policy; 17-02 - Qualifying Community Development and Residential Public Infrastructure Projects using Community Development Block Grant National Objectives; 17-03 - Environmental Review Procedures for Multi-Year Activities and Supplemental Assistance or any updated versions of these memos instituted by ODSA/OCD during the period of this agreement.

6. The Partners acknowledge that the maximum total request for \$1,000,000 of CHIP funds is based on maximum budget contributions from the State of Ohio as follows:
 - Lorain County: \$400,000
 - The City of Oberlin: \$300,000
 - City of Sheffield Lake: \$300,000

The Partners understand that a lesser amount of funds may be requested following the completion of a needs assessment, recommendations of Lorain County Housing stakeholders, the administrator, and consensus arrived at by the partners

7. The Partners understand that an amount of funds may be awarded to any or all jurisdictions that are less than the request.
8. The partners will arrive at a decision prior to submission of the 2018 CHIP application on commitments of program income or other resources as leveraged funds to the request.
9. The Partners expect that the grantee will direct the administrator to commit activity funds, as much as is practical, proportional to the jurisdictional totals in # 6 above, adjusted proportional to the relative shares of any grant award.
10. This Cooperating 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 PY'2018 CHIP grant period.
11. Information will be provided to the grantee by the Partners as necessary for reporting purposes.
12. All program and financial records will be retained by the grantee after financial closeout.
13. The partners agree to adopt the Lorain County CHIP Policy and Procedures Manual as amended in 2018 and shall apply these policies to any activities conducted under the 2018 CHIP.
14. Any mortgages expected to generate program income will be prepared by the county and administrator and the county shall be the lien-holder for any property assisted.
15. The Participating Communities agree that upon close out of the 2018 CHIP Grant, program income derived from mortgages will be disbursed to the partner community from which the activity funds were expended (i.e. should a house in Sheffield Lake 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 Sheffield Lake with an eligible project request). Lorain County as grantee will report all program income received

16. The Partners agree to the following selection criteria, as applicable to funded activities:
- Owner Home Repair applications will be first-come first-serve within each Partner's jurisdiction first and, if funding remains on March 30, 2020, within the grant service area.
 - Private Owner Rehabilitation applications will be ranked according to Lorain County Policy and Procedure Manual within each Partner's jurisdiction first and then, if funds remain uncommitted on October 31, 2019, within the grant service area.
 - New Construction Habitat participants will be those selected through the Habitat application process and who additionally satisfy all applicable CHIP program requirements, including those rules and regulations of HOME.
 - TBRA applications will comply with the local housing authority selection process.
17. The Partners agree to elect to choose the following finance mechanism, as applicable, for funded activities:
- Owner-occupied Home Repair will be provided as a grant.
 - Tenant-Based Rental Assistance will be provided as a grant.
 - Private-Owner Rehabilitation will be provided as a five year mortgage lien which will decline at twenty percent (20%) per year until fully forgiven. New Construction Habitat will be provided as a ten-year fully forgivable loan.
 - Rental Rehabilitation will be provided as a loan, 100% forgivable after 10 years, with private owners providing up to 50% match on "hard costs". Non-profit owners may negotiate a lower share of costs.
 - Rental Repair will be provided as a loan, 50% forgivable each year for 2 years, with private owners providing up to 50% match on "hard costs". Non-profit owners may negotiate a lower share of costs.
18. The Partners agree that the following table represents the responsibilities for tasks to be undertaken by one or more partners directly, through cooperation, or by contract:

Task: X=primary role Y=support/cooperate	Lorain County	City of Oberlin	City of Sheffield Lake	Administrator
Procure Administrator	X	Y	Y	
Complete Community Resource Guide	X	Y	Y	X
Complete needs assessment process	X	Y	Y	X
Designate OCEAN Program roles	X			
Sign/authorize application submission	X			
Manage grant fund administration	X			X
Provide on-going oversight of administrator as detailed in administrative contract	X			
Receive and manage program income	X			Y
Pay contractors/vendors	X			Y
Prepare/file reports	X			X
Retain all grant records for auditing/monitoring	X			Y

Approval by governing Bodies:

This agreement has been approved by the governing bodies as follows. Documentation is attached to demonstrate appropriate actions by:

Approved by Sheffield Lake City Council: Resolution # 12-18, Date: 12-18

Approved by Oberlin City Council: Resolution # R18-05, Date: 4-16-18
CMS

Approved by Lorain County Commissioners: Resolution # 18-297, Date: 5-2-18

THE UNDERSIGNED REPRESENTATIVES OF THIS AGREEMENT HEREBY
AGREE TO THE ABOVE STATED TERMS AND CONDITIONS ON THIS

2nd DAY OF May, 2018.

ATTEST:

LORAIN COUNTY, OHIO

By: _____

Ted Kalo, President, Commissioner

By: _____

Matt Lundy, Vice President, Commissioner

By: _____

Lori Kokoski, Commissioner

ATTEST:

By: _____

Theresa Upton, Clerk of Board

Date: _____

5-2-18

(SHEFFIELD LAKE

By:

_____

CITY OF OBERLIN

By: _____

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

Date: _____



City of Sheffield Lake Law Director

Date: 4-2-18

City of Oberlin Law Director

Date: _____

SHEFFIELD LAKE

By: _____

CITY OF OBERLIN

By: Walt Miller

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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

Date: _____

City of Sheffield Lake Law Director

Date: _____

City of Oberlin Law Director

Date: _____

APPROVED AS TO FORM

Date: 4/17/18


Jon D. Clark, Oberlin City Law Director

**Attachment to the CHIP Partnership Agreement between Lorain County and the
City of Oberlin and City of Sheffield Lake (The "Partners")**

1. The Partners agree to the following proposed CHIP grant funds distribution between the partners by partner, along with projected outcomes:

Activity	CHIP UNITS PROPOSED			Total	CHIP Funds Requested			Total CHIP \$	
	# CHIP units	# CHIP units	# CHIP units		Lorain	Oberlin	Sheffield Lk		
	Lorain	Oberlin	Sheffield Lk		CHIP \$	CHIP \$	CHIP \$		
Owner Rehab	7	4	4	15	\$ 235,000	\$ 169,000	\$ 169,000	\$ 573,000	
Owner Repair	9	7	7	23	\$ 102,500	\$ 80,750	\$ 80,750	\$ 264,000	
Rental Repair	1	1	1	3	\$ 9,500	\$ 9,250	\$ 9,250	\$ 28,000	
Homeownership				0					
Rental Rehab				0				\$ -	
TBRA	5	5	5	15	\$ 5,000	\$ 5,000	\$ 5,000	\$ 15,000	
Habitat NC				0				\$ -	
Community outcomes	22	17	17	56	\$ 352,000	\$ 264,000	\$ 264,000	\$ 880,000	Activities
					\$ 48,000	\$ 36,000	\$ 36,000	\$ 120,000	Admin/Fair Hous
					\$ 400,000	\$ 300,000	\$ 300,000	\$ 1,000,000	Total CHIP

2. Each partner with uncommitted balances of Program income funds will make a separate written commitment of those funds specifying which activities in the CHIP will be supplemented by these funds.
3. The partners understand and acknowledge that these goals do not represent a commitment of guaranteed grant funds to partners.

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The Undersigned partner representatives hereby acknowledge that this attachment is incorporated into the Lorain County-City of Oberlin-City of Sheffield Lake CHIP PY2018 Partnership agreement.

For Lorain County:

Date: _____

President, Lorain County Commissioners

For the City of Sheffield Lake:

Date: _____

Dennis Bring, Mayor

For the City of Oberlin:

Date: 4/17/18



City Manager



Approved as to Form – Law Director

Attachment to the CHIP Partnership Agreement between Lorain County and the City of Oberlin and City of Sheffield Lake (The "Partners")

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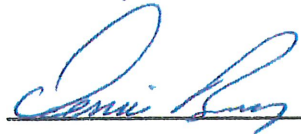
For Lorain County:

Date: _____

President, Lorain County Commissioners

For the City of Sheffield Lake:

Date: 04/11/2018

_____

Dennis Bring, Mayor

For the City of Oberlin:

Date: _____

City Manager

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For Lorain County:



Date: 4-10-18

President, Lorain County Commissioners

For the City of Sheffield Lake:

Date: _____

Dennis Bring, Mayor

For the City of Oberlin:

Date: _____

City Manager