

**CITY OF OBERLIN, OHIO**  
**RESOLUTION No. R23-06 CMS**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PARTNERSHIP AGREEMENT WITH THE BOARD OF LORAIN COUNTY COMMISSIONERS; SHEFFIELD LAKE, OHIO; NORTH RIDGEVILLE, OHIO; AND AMHERST, OHIO FOR THE PURPOSES OF OUTLINING THEIR RESPONSIBILITIES AND THE TERMS OF COMPLIANCE WITH THE PY 2023 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP) AS AN EMERGENCY MEASURE

WHEREAS, the State of Ohio Development Services Agency Office of Community Development has established through the PY 2023 Community Housing Impact and Preservation Program (CHIP) Guidelines which include 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 budgeted between the partners as follows: \$400,000 for Lorain County, \$350,000 for North Ridgeville, and \$300,000 each for Oberlin, Sheffield Lake and Amherst, and

WHEREAS, the cities of Oberlin, Sheffield Lake, North Ridgeville, and Amherst have elected to designate Lorain County as the grantee for the 2023 CHIP Partnership Application; and

WHEREAS, the Partnership Agreement, attached and made part of this resolution, has been reviewed and approved as to form by the City of Oberlin Law Director.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Oberlin, County of Lorain, State of Ohio:

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; Sheffield Lake, Ohio; North Ridgeville, Ohio; and Amherst, Ohio outlining their responsibilities and the terms of compliance for the PY 2023 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, Ohio or to provide for the usual daily operation of a municipal department, to wit: to assure submission of an agreement within the time period established by the State of Ohio

Development Services Agency and provided that it is elevated to emergency status by the affirmative vote of at least five members of Council and receives the affirmative vote of at least five members of Council upon final passage, it shall go into full force and effect from and immediately after its passage; otherwise, it shall take effect on the earliest date allowed by law.

PASSED: 1<sup>st</sup> Reading: May 15, 2023

2<sup>nd</sup> Reading: June 5, 2023

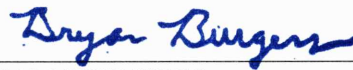
3<sup>rd</sup> Reading:

ATTEST:



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BELINDA B. ANDERSON, MMC  
CLERK OF COUNCIL



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BRYAN BURGESS  
PRESIDENT OF COUNCIL

POSTED: 06/05/2023

EFFECTIVE DATE: 06/06/2023

**State of Ohio**  
**PY2023 Community Housing Impact and Preservation (CHIP) Program**  
**Partnership Agreement**  
**Between**  
**Lorain County, Ohio and the Cities of Amherst,**  
**North Ridgeville, Oberlin, and Sheffield Lake, Ohio;**

**WHEREAS**, Lorain County (Grantee) will be submitting a PY2023 CHIP Grant Application to the Ohio Department of Development (ODOD) due June 21, 2023; and

**WHEREAS**, ODOD has determined that the Cities of Amherst, North Ridgeville, Oberlin, and Sheffield Lake are eligible CHIP Program "Partner" participants within Lorain County for the PY2023 funding round (Lorain County, \$400,000; Amherst, \$300,000; North Ridgeville, \$350,000; Oberlin, \$300,000; and Sheffield Lake, \$300,000); enabling Lorain County to apply for a maximum total grant of \$1,600,000 for housing assistance to income eligible households (ODOD maximum grant request is capped at \$1.6 million regardless of the number of partners); and

**WHEREAS**, without this partnership agreement, Lorain County would have been eligible for only \$400,000 of CHIP Grant Funds; and

**WHEREAS**, Lorain County and Cities of Amherst, North Ridgeville, Oberlin, and Sheffield Lake support the continuation of a partnership arrangement between Lorain County and said cities for the PY2023 CHIP Grant Application;

**WHEREAS**, Lorain County and the Cities of Amherst, North Ridgeville, Oberlin, and Sheffield Lake reviewed and approved the PY2023 CHIP Partnership arrangement; and

**WHEREAS**, Lorain County and the Cities of Amherst, North Ridgeville, Oberlin, and Sheffield Lake agree to form a partnership for the purpose of applying for a PY2023 CHIP Grant Application; and

**WHEREAS**, Lorain County has agreed to be the Grantee and fiscal agent for the entire PY2023 CHIP Grant and be responsible for the preparation of the PY2023 CHIP Application and for the administration of the grant in accordance with the CHIP rules and regulations as required by ODOD; and with the Cities of Amherst, North Ridgeville, Oberlin, and Sheffield Lake as its Partners;

**NOW, THEREFORE**, Lorain County and the Cities of Amherst, North Ridgeville, Oberlin, and Sheffield Lake do hereby agree to the following terms of this PY2023 CHIP Partnership Agreement:

1. That Lorain County will be responsible for the preparation of the PY2023 CHIP Grant Application due June 21, 2023, that will include the partnership arrangement between the County and the Cities of Amherst, North Ridgeville, Oberlin, and Sheffield Lake as stipulated herein.

2. That Lorain County will be the Grantee (recipient of the PY2023 CHIP Grant) with responsibility for and authority over the overall administration and implementation of the entire CHIP Program grant award and solely responsible for regulatory compliance and with terms of the grant agreement.
3. That this agreement will be in full force and effect for the duration of the PY2023 CHIP Grant Period which will be from December 1, 2023, until April 30, 2026 (due to recent ODOD-OCD grant period extension).
4. That this agreement cannot be withdrawn or terminated by any parties while it remains in effect.
5. That Lorain County and Cities of Amherst, North Ridgeville, Oberlin, and Sheffield Lake agree that Lorain County is the Grantee and may not transfer its liability. Subrecipient agreements are prohibited.
6. That through this partnership agreement, Lorain County is eligible to apply for \$1,600,000 of CHIP Grant Funds that may include Federal Community Development Block Grant (CDBG), HOME Investment Partnership Program Funds (HOME), and State of Ohio Housing Trust Fund (OHTF) monies to fund CHIP activities, including private owner rehabilitation loans and home repair grants (see attached planned budget - final numbers to be determined by ODOD based on available funding).
7. That for the PY2023 CHIP Grant, the Lorain County CHIP Program Policies and Procedures Manual will be utilized for the administration of the grant.
8. As required by ODOD, that Lorain County and the Cities of Amherst, North Ridgeville, Oberlin, and Sheffield Lake will use respective CHIP Program Income as leverage/in conjunction with the PY2023 Lorain County CHIP Grant Application and program, if funded.
9. That Lorain County and the Cities of Amherst, North Ridgeville, Oberlin, and Sheffield Lake agree and will endeavor to use each partners' CHIP Program Income within the respective jurisdictions; however, available CHIP Program Income may be expended outside each partners' jurisdictions if/as required to meet applicable ODOD grant requirements (program income to be expended prior to ODOD allowing CHIP Grant funds to be drawn);
10. That Lorain County agrees to retain and track the use of CHIP Program Income deriving from said PY2023 CHIP Grant and use it to fund CHIP eligible housing activities in the Cities of Amherst, North Ridgeville, Oberlin, and Sheffield Lake and throughout the Lorain County CHIP Service Area.
11. That Lorain County will provide copies of the ODOD CHIP status reports to the Cities of Amherst, North Ridgeville, Oberlin, and Sheffield Lake and provide updates on program status throughout the grant period.

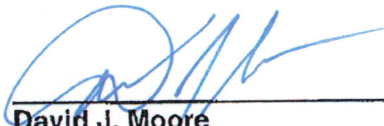
12. That Lorain County will be the repository of all applicable PY2023 CHIP program records for monitoring purposes and agrees to retain all applicable records for the required time period from the date of grant completion, currently three years from the date of the ODOD Final Grant Closeout Letter.
13. That Lorain County and the Cities of Amherst, North Ridgeville, Oberlin, and Sheffield Lake agree to take actions necessary to assure compliance with the certifications 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.
14. That Lorain County and the Cities of Amherst, North Ridgeville, Oberlin, and Sheffield Lake agree that CHIP funds are prohibited for activities that do not affirmatively further fair housing within their own jurisdiction or that impedes the Grantee's actions to comply with its fair housing certification. Noncompliance can, in turn, provide cause for funding sanctions or other remedial actions by the State of Ohio or U.S. Department of Housing and Urban Development (HUD).
15. That Lorain County and the Cities of Amherst, North Ridgeville, Oberlin, and Sheffield Lake do designate Kleinfelder, Inc. and its CHIP staff to be Representatives of the Local Public Agency (LPA) and that staff may be responsible for executing certain necessary CHIP contract documentation used for Private Rehabilitation and Home Repair; including, but not limited to, the HOME Written Agreement.

**THE UNDERSIGNED REPRESENTATIVES OF THIS PY2023 CHIP PARTNERSHIP AGREEMENT HEREBY AGREE TO THE ABOVE STATED TERMS AND CONDITIONS ON RESPECTIVE DATES SET FORTH ON SIGNATORY PAGES.**

**SEE SIGNATORY PAGES.**

SIGNATORY:

**PY2023 CHIP PARTNERSHIP AGREEMENT  
LORAIN COUNTY BOARD OF COMMISSIONERS  
LORAIN COUNTY, OHIO**



**David J. Moore  
President, Lorain County  
Board of Commissioners**



**Witness**

Date: 6-13-2023

**Legal Form and Sufficiency**

This PY2023 CHIP Partnership Agreement has been reviewed by the legal counsel of Lorain County. The terms and provisions of said Agreement are fully authorized under State of Ohio and local law. This Agreement provides full legal authority for Lorain County, as the PY2023 CHIP Grantee, through the Lorain County Board of Commissioners, its governing body.

**Approved as to Form and Sufficiency:**

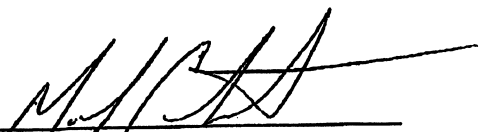


**Lorain County Prosecutor**

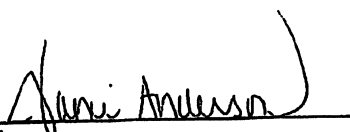
Date: 6-5-23

**SIGNATORY:**

**PY2023 CHIP PARTNERSHIP AGREEMENT  
CITY OF AMHERST, OHIO**



**Mark Costilow  
Mayor, City of Amherst**



**Witness**

**Date:** May 17, 2023

**Legal Form and Sufficiency**

This PY2023 CHIP Partnership Agreement has been reviewed by the legal counsel of the City of Amherst. The terms and provisions of said Agreement are fully authorized under State of Ohio and local law.

**Approved as to Form and Sufficiency:**

  
**City Law Director**

**Date:** May 17, 2023

**SIGNATORY:**

**PY2023 CHIP PARTNERSHIP AGREEMENT  
CITY OF NORTH RIDGEVILLE, OHIO**



**Kevin Corcoran  
Mayor, City of North Ridgeville**

**Date:** 5/16/23

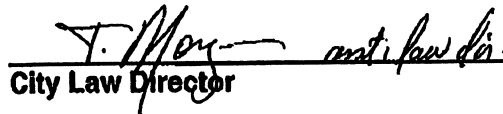


**Witness**

**Legal Form and Sufficiency**

This PY2023 CHIP Partnership Agreement has been reviewed by the legal counsel of the City of North Ridgeville. The terms and provisions of said Agreement are fully authorized under State of Ohio and local law.

**Approved as to Form and Sufficiency:**


  
**City Law Director**


**Date:** 5/16/23



SIGNATORY:

PY2023 CHIP PARTNERSHIP AGREEMENT  
CITY OF OBERLIN, OHIO

  
Robert Hillard  
City Manager, City of Oberlin

  
Witness

Date: 5/17/2023

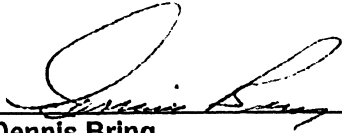
Approved as to Form :

  
City Law Director

Date: 5/16/2023

**SIGNATORY:**

**PY2023 CHIP PARTNERSHIP AGREEMENT  
CITY OF SHEFFIELD LAKE, OHIO**



**Dennis Bring  
Mayor, City of Sheffield Lake**

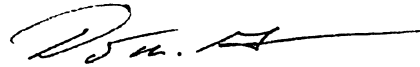
\_\_\_\_\_  
**Witness**

**Date:** 5-2-2023

**Legal Form and Sufficiency**

This PY2023 CHIP Partnership Agreement has been reviewed by the legal counsel of the City of Sheffield Lake. The terms and provisions of said Agreement are fully authorized under State of Ohio and local law.

**Approved as to Form and Sufficiency:**



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**City Law Director**

**Date:** 5-12-23