

RESOLUTION NO. 45-2023

Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A COMMUNITY HOUSING IMPACT AND PRESERVATION PARTNERSHIP (CHIP) AGREEMENT BETWEEN THE CITY OF HURON, ERIE COUNTY, THE CITY OF SANDUSKY, AND THE CITY OF VERMILION IN SUPPORT OF AN APPLICATION TO THE STATE OF OHIO FOR CHIP PROGRAM FUNDING

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

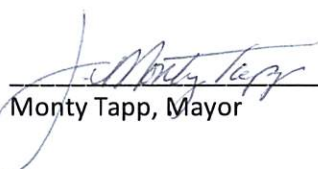
SECTION 1: That the City Manager is authorized and directed to execute a Partnership Agreement between the City of Huron, Erie County, the City of Sandusky and the City of Vermilion to support the application to be submitted by Erie County on behalf of the partners in efforts to secure CHIP program funding, specifically for the inclusion of potential funding in the amount of \$300,000.00 for the City of Huron, substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.

ATTEST:


Clerk of Council


Monty Tapp, Mayor

ADOPTED:

23 MAY 2023

Community Housing Impact and Preservation Partnership Agreement

between

Erie County, City of Sandusky, City of Huron and City of Vermillion

WHEREAS, Erie County, City of Sandusky, City of Huron and City of Vermillion (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 2023 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;

WHEREAS, OCD encourages local CHIP eligible communities to request funds as partners in one application; and the Partners desire to file a combined application under the CHIP Program to receive financial assistance to address needs, prioritized by the local Housing Advisory Committee;

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

1. Erie County has agreed to serve as the single applicant for funds and subsequent Grantee responsible for administering the CHIP grant, if funded.
2. Erie County is responsible for submitting the CHIP grant application in cooperation with the City of Sandusky, City of Huron and City of Vermillion, including procuring an administrator who shall conduct the detailed tasks of the planning process.
3. Erie County agrees to implement the PY2023 CHIP, if funded, in compliance with Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Ohio Housing Trust Fund (OHTF) 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 PY2023 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 acknowledge the maximum CHIP fund request is \$1,250,000, as follows:
 - Erie County: \$300,000
 - City of Sandusky: \$350,000*
 - City of Huron: \$300,000
 - City of Vermillion: \$300,000

* City of Sandusky is HOME funds only, not eligible for CDBG or OHTF funds

6. The Partners agree to the following proposed Community Housing Impact and Preservation (CHIP) Program funds distribution and projected outcomes between the Partners:

	Total Number of Units	Total CHIP Activity Request	Total Program Income for Activities
Owner Rehabilitation			
Erie County	3	\$129,500	\$58,562
City of Sandusky	4	\$298,000	\$35,367
City of Huron	2	\$140,250	\$0
City of Vermillion	2	\$140,250	\$0
Total Owner Rehabilitation	11	\$708,000	\$93,929
Owner Repair			
Erie County	6	\$127,500	\$0
City of Sandusky	0	\$0	\$0
City of Huron	6	\$123,750	\$0
City of Vermillion	6	\$123,750	\$0
Total Owner Repair	18	\$375,000	\$0
Tenant Based Rental Assistance			
Erie County	7	\$7,000	\$0
City of Sandusky	13	\$10,000	\$0
City of Huron	0	\$0	\$0
City of Vermillion	0	\$0	\$0
Total TBRA	20	\$17,000	\$0
	Total Activity Request	Total Admin Request	Total CHIP Request
Erie County	\$264,000	\$36,000	\$300,000
City of Sandusky	\$308,000	\$42,000	\$350,000
City of Huron	\$264,000	\$36,000	\$300,000
City of Vermillion	\$264,000	\$36,000	\$300,000
Total	\$1,100,000	\$150,000	\$1,250,000
	Program Income for Activities	Program Income for Admin	Total Program Income Committed
Erie County	\$58,562	\$6,507	\$65,069
City of Sandusky	\$35,367	\$3,930	\$39,297
City of Huron	\$0	\$0	\$0
City of Vermillion	\$0	\$0	\$0

7. The partners understand and acknowledge that these goals do not represent a commitment of guaranteed program funds to partners.
8. The Partners mutually agree to comply with all current Office of Community Development Programs Program Policy Notices.
9. Partners understand the amount of funds awarded to any or all jurisdictions may be less than the request.

10. The Partners approve the grantee to direct the administrator to commit activity funds, proportional to the jurisdictional totals in #5, and to adjust proportionally relative to the percentage allocated of the grant award.
11. This Agreement does not contain a veto provision or other restriction that would allow any party to obstruct the implementation of the CHIP, during the PY2023 CHIP grant period.
12. The Partners agree to provide information to the Grantee for reporting purposes.
13. All program and financial records will be retained by the Grantee after the financial closeout is complete.
14. The partners agree to adopt the Erie County CHIP Policy and Procedures Manual and shall apply these policies to any activities conducted under the PY2023 CHIP.
15. Each partner with uncommitted balances of housing program income funds will make a separate written commitment of those funds.
16. The Partners agree any mortgages expected to generate program income will be prepared by each jurisdiction as follows: The lien-holder shall be determined by the location of the property assisted: the City of Sandusky shall be the lien-holder for properties situated within Sandusky City limits; the County shall be the lien-holder for all other properties, including those located in Huron and Vermillion City limits. Program income will be received by the lien-holder. Reporting and expenditure of any such program income shall become the responsibility of the jurisdiction holding the lien.
17. Per OCD Policy 15-04 the Grant Administrator will expend program income within the jurisdictions prior to grant funds when available, until the dates listed in #19.
18. If program income remains on the dates in #19, expenditure will follow the selection criteria and schedule as outlined in #19.
19. Partners agree to the following selection criteria, for funded activities:
 - Home Repair applications will be first-come, first-serve within each Partner's jurisdiction first, and then, if funding remains on July 31, 2025, within the grant service area.
 - Rehabilitation applications will be ranked according to the Sandusky County Policy and Procedure Manual, which state each Partner's jurisdiction first and then, if funds remain uncommitted on April 30, 2025, within the grant service area.
 - Tenant Based Rental Assistance (TBRA) applications will comply with the local housing authority selection process.
20. The Partners agree to the following finance mechanism, for funded activities:
 - Owner-occupied home repair will be provided as a grant.
 - TBRA will be provided as a grant.
 - Owner-occupied rehabilitation will be provided as a five-year deferred/declining, forgivable loan.
 - Rental rehabilitation will be provided as a loan, 100% forgivable after the affordability period (see OCD policy Notice 21-02), with owners providing up to 50% match on hard costs.

- Rental repair will be provided as a loan, 100% deferred/declining (50% annually), two-year term, forgivable loan, with owners providing up to 50% match on hard costs.

21. The Partners agree the following table represents the responsibilities of partner tasks to be undertaken by one or more partners directly, through cooperation, or by contract:

Task	Erie County	City of Sandusky	City of Huron	City of Vermillion	Administrator
X=primary role					
Y=support/cooperate					
Procure Administrator	X	Y	Y	Y	
Convene HAC	X	Y	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	X			Y
Pay contractors/vendors	X				Y
Prepare/file reports	X				X
Retain all grant records for auditing/ monitoring	X				Y

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Agreement Between Erie County Commissioners, the City of Sandusky, the City of Huron, and the City of Vermillion for the application and Administration of the PY2023 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation #_____ and dated _____, 2023.

GRANTEE:

Erie County Commissioners
2900 Columbus Ave.
Third Floor
Sandusky, OH 44870

Name: _____
Hank S. Solowiej, County Administrator

Date: _____

Witness to Grantee Signature: _____

Date: _____

Approved to Form:

Name: _____
Erie County Prosecutor

Date: _____

Legal Form and Sufficiency

This Cooperating Agreement has been reviewed by legal counsels of each Party and has been determined the terms and conditions of said agreement are fully authorized under State and local law and said agreement provides legal authority for Erie County.

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Agreement Between Erie County Commissioners, the City of Sandusky, the City of Huron, and the City of Vermillion for the application and Administration of the PY2023 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation # _____ and dated _____, 2023.

PARTNER:

City of Sandusky
240 Columbus Ave.
Sandusky, OH 44870

Name: _____
John Orzech, City Manager

Date: _____

Witness to Partner Signature: _____

Date: _____

Approved to Form:

Name: _____
City of Sandusky Law Director

Date: _____

Legal Form and Sufficiency

This Cooperating Agreement has been reviewed by legal counsels of each Party and has been determined the terms and conditions of said agreement are fully authorized under State and local law and said agreement provides legal authority for Erie County.

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Agreement Between Erie County Commissioners, the City of Sandusky, the City of Huron, and the City of Vermillion for the application and Administration of the PY2023 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation # 45-2023 and dated May 23, 2023.

PARTNER:

City of Huron
417 Main Street
Huron, OH 44839

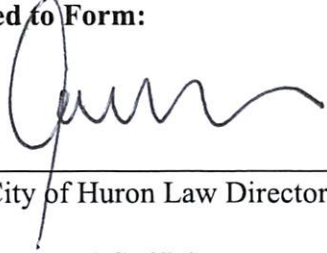
Name: 
Matt Lasko, City Manager

Date: 5/24/23

Witness to Partner Signature: 

Date: 5/24/23

Approved to Form:

Name: 
City of Huron Law Director

Date: 5/24/23

Legal Form and Sufficiency

This Cooperating Agreement has been reviewed by legal counsels of each Party and has been determined the terms and conditions of said agreement are fully authorized under State and local law and said agreement provides legal authority for Erie County.

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Agreement Between Erie County Commissioners, the City of Sandusky, the City of Huron, and the City of Vermillion for the application and Administration of the PY2023 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation # _____ and dated _____, 2023.

PARTNER:

City of Vermillion
5511 Liberty Ave
Vermillion, OH 44089

Name: _____
Jim Forthofer, Mayor

Date: _____

Witness to Partner Signature: _____

Date: _____

Approved to Form:

Name: _____
City of Vermillion Law Director

Date: _____

Legal Form and Sufficiency

This Cooperating Agreement has been reviewed by legal counsels of each Party and has been determined the terms and conditions of said agreement are fully authorized under State and local law and said agreement provides legal authority for Erie County.