

ORDINANCE NO. 21-047

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A PARTNERSHIP AGREEMENT BETWEEN THE CITY OF SANDUSKY, THE BOARD OF ERIE COUNTY COMMISSIONERS, THE CITY OF HURON, AND THE CITY OF VERMILION RELATING TO THE COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM; APPROVING THE SUBMISSION OF A GRANT APPLICATION BY THE BOARD OF ERIE COUNTY COMMISSIONERS ON BEHALF OF THE CITY OF SANDUSKY, ERIE COUNTY, THE CITY OF HURON, AND THE CITY OF VERMILION FOR FINANCIAL ASSISTANCE FROM THE PROGRAM YEAR 2021 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM THROUGH THE OHIO DEVELOPMENT SERVICES AGENCY'S OFFICE OF COMMUNITY DEVELOPMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Community Housing Impact and Preservation (CHIP) Program provides funding to local governments to improve and provide affordable housing for low- and moderate-income citizens and provides grants to eligible communities interested in undertaking housing-related activities, including necessary infrastructure improvements and the grants are awarded competitively and encourage a flexible, community-wide approach to improving and providing affordable housing for low- and moderate-income persons, and strengthening neighborhoods through community collaboration; and

WHEREAS, the City of Sandusky is eligible to apply for funding under the Program Year 2021 Community Housing Impact and Preservation Program administered by the Ohio Development Services Agency, Office of Community Development; and

WHEREAS, Erie County, the City of Vermilion, and the City of Huron are eligible to apply for funding under the Program Year 2021 CHIP administered by the Ohio Development Services Agency, Office of Community Development; and

WHEREAS, the Ohio Development Services Agency, Office of Community Development, encourages applicants for CHIP funding to partner with other eligible parties to request funding for their CHIP programs; and

WHEREAS, this City Commission approved a Joint Cooperating Agreement with Erie County, the City of Vermilion and the City of Huron relating to the Community Housing Impact and Preservation (CHIP) Program for the 2017 Program Year by Ordinance No. 17-068, passed on March 27, 2017, and the 2019 Program year by Ordinance No. 19-025, passed on February 25, 2019; and

WHEREAS, the City of Sandusky, Erie County, the City of Vermilion, and the City of Huron have agreed to partner again for purposes of obtaining 2021 CHIP funding in order to serve eligible households within the City and throughout jurisdiction of the County; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the Resolution by April 23, 2021 as requested so the application can be filed by the deadline of June 23, 2021; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to enter into a Community Housing Impact and Preservation (CHIP) Partnership Agreement between the City of Sandusky, the Board of Erie County Commissioners, the City of Huron, and the City of Vermilion, relating to the Program Year 2021 Community Housing Impact and Preservation (CHIP) Program, substantially in the same form as reflected in Exhibit "A" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes, a copy of which shall be filed in the Office of the Planning Director.

Section 2. The City Commission understands that the Joint Cooperating Agreement shall apply only to the 2021 CHIP Program and for the duration of the Program Year 2021 CHIP Grant agreement, which is in effect for the period of December 1, 2021, through February 28, 2024.

Section 3. This City Commission hereby approves and authorizes the submission of the grant application by the Board of Erie County Commissions on behalf of Erie County, the City of Sandusky, the City of Huron, and the City of Vermilion for the Program Year 2021 Community Housing Impact and Preservation (CHIP) Program through the Ohio Development Services Agency's Office of Community Development, a copy of which shall be filed in the Office of the Chief Development Officer, and authorizes Erie County to implement the program and administer any funds awarded through the application on behalf of the City and additional partners and that funds shall be used in all eligible areas throughout Erie County.

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Section 4. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 6. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.



RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION



ATTEST:

MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: April 12, 2021

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 2021 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 PY2021 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 PY2021 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: \$400,000
 - City of Sandusky: \$250,000*
 - 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 understand funding amounts can be revised based on recommendations of the Erie County Housing Advisory Committee (HAC) and partner's consensus.
7. The Partners mutually agree to comply with all current Office of Community Development Programs Program Policy Notices.
8. Partners understand the amount of funds awarded to any or all jurisdictions may be less than the request.
9. The Partners will arrive at a funding decision, prior to submission of the PY2021 CHIP application based on program income commitments or other resources leveraged.
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 PY2021 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 PY2021 CHIP.
15. 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.
16. Erie County will commit program income funds to future eligible outcomes, proportional to totals received between Huron, Vermillion and County addresses.
17. 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 October 30, 2023, within the grant service area.
 - Rehabilitation applications will be ranked according to the Erie County Policy and Procedure Manual, which state each Partner's jurisdiction first and then, if funds remain uncommitted on April 30, 2023, within the grant service area.
 - Habitat for Humanity (Habitat) participants will be selected through the Habitat application process and additionally satisfy all applicable CHIP program requirements, including HOME rules and regulations.
 - Tenant Based Rental Assistance (TBRA) applications will comply with the local housing authority selection process.
18. 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 declining, partially forgivable loan with twenty percent (20%) remaining due and owing, whenever the home is sold, rented or transferred.
- Habitat will be provided as a ten-year fully forgivable loan.
- Rental rehabilitation will be provided as a loan, 100% forgivable after ten years, with owners providing up to 50% match on hard costs.
- Rental repair will be provided as a loan, 100% forgivable after two years, with owners providing up to 50% match on hard costs.

19. 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 PY2021 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation # _____ and dated _____, 2021.

GRANTEE:

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

Name: _____
Patrick J. Shenigo, Commissioner

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 PY2021 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation # _____ and dated _____, 2021.

PARTNER:

City of Sandusky
240 Columbus Ave.
Sandusky, OH 44870

Name: _____ Date: _____
Eric Wobser, City Manager

Witness to Partner Signature: _____ Date: _____

Approved to Form:

Name: _____ Date: _____
City of Sandusky Law Director

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 PY2021 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation # _____ and dated _____, 2021.

PARTNER:

City of Huron
417 Main Street
Huron, OH 44839

Name: _____ Date: _____
Matt Lasko, City Manager

Witness to Partner Signature: _____ Date: _____

Approved to Form:

Name: _____ Date: _____
City of Huron Law Director

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 PY2021 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation # _____ and dated _____, 2021.

PARTNER:

City of Vermillion
5511 Liberty Ave
Vermillion, OH 44089

Name: _____ Date: _____
Jim Forthofer, Mayor

Witness to Partner Signature: _____ Date: _____

Approved to Form:

Name: _____ Date: _____
City of Vermillion Law Director

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.