

**ORDINANCE NO. 23-129**

**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 2023 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 2023 Community Housing Impact and Preservation Program administered by the Ohio Development Services Agency, Office of Community Development in the maximum amount of \$350,000; and

**WHEREAS**, Erie County, the City of Vermilion, and the City of Huron are eligible to apply for funding under the Program Year 2023 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, the 2019 Program Year by Ordinance No. 19-025, passed on February 25, 2019, and the 2021 Program Year by Ordinance No. 21-047, passed on April 12, 2021; 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 2023 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 an Ordinance to Erie County as soon as possible so the application can be filed by the deadline of June 15, 2023; and

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**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 2023 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 2023 CHIP Program and for the duration of the Program Year 2023 CHIP Grant agreement, which is in effect for the period of December 1, 2023, through February 28, 2026.

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 2023 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 Director of Development, 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.

Section 4. If any section, phrase, sentence, or portion of this Ordinance is for

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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.



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RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION



ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: June 12, 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
<b>Owner Rehabilitation</b>			
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
<b>Total Owner Rehabilitation</b>	<b>11</b>	<b>\$708,000</b>	<b>\$93,929</b>
<b>Owner Repair</b>			
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
<b>Total Owner Repair</b>	<b>18</b>	<b>\$375,000</b>	<b>\$0</b>
<b>Tenant Based Rental Assistance</b>			
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
<b>Total TBRA</b>	<b>20</b>	<b>\$17,000</b>	<b>\$0</b>
<b>EXHIBIT A</b>			
	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
<b>Total</b>	<b>\$1,100,000</b>	<b>\$150,000</b>	<b>\$1,250,000</b>
	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:

<b>Task</b>	<b>Erie County</b>	<b>City of Sandusky</b>	<b>City of Huron</b>	<b>City of Vermillion</b>	<b>Administrator</b>
<b>X=primary role</b>					
<b>Y=support/cooperate</b>					
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

EXHIBIT "A"

**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: \_\_\_\_\_

# EXHIBIT "A"

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: \_\_\_\_\_

**EXHIBIT "A"**

**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 # \_\_\_\_\_ and dated \_\_\_\_\_, 2023.

**PARTNER:**

City of Huron  
417 Main Street  
Huron, OH 44839

Name: \_\_\_\_\_  
Matt Lasko, City Manager

Date: \_\_\_\_\_

Witness to Partner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

**Approved to Form:**

Name: \_\_\_\_\_  
City of Huron 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 # \_\_\_\_\_ and dated \_\_\_\_\_, 2023.

**PARTNER:**

City of Vermillion  
5511 Liberty Ave  
Vermillion, OH 44089

Name: \_\_\_\_\_  
Jim Forthofer, Mayor

Date: \_\_\_\_\_

Witness to Partner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

**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.