

## ORDINANCE 11-18

### AN ORDINANCE TO APPROVE THE COMMUNITY HOUSING IMPACT AND PRESERVATION 2018 PARTNERSHIP AGREEMENT BETWEEN THE CITY OF PORT CLINTON AND OTTAWA COUNTY AND TO AUTHORIZE AND DIRECT THE DIRECTOR OF SAFETY AND SERVICE TO EXECUTE THE AGREEMENT AND DECLARING AN EMERGENCY

Whereas, the City of Port Clinton (the "City") is eligible to apply for funding under the Program Year 2018 Community Housing Impact and Preservation Program (the "CHIP") administered by the Ohio Development Services Agency, Office of Community Development (OCD), and

Whereas, Ottawa County (the "County") is eligible to apply for funding under the Program Year 2018 CHIP administered by the Ohio Development Services Agency, Office of Community Development, and

Whereas the OCD encourages applicants for CHIP funding to partner with other eligible parties to request funding for their CHIP programs, and

Whereas, the City and the County have agreed to partner for purposes of obtaining 2018 CHIP program funding (the Program) in order to serve eligible households within the City and throughout the jurisdiction of the County, and for that purpose have prepared a CHIP Partnership Agreement between the County and the City, as Partners, which agreement is on file with the Safety Service Director of the City.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Port Clinton, County of Ottawa and State of Ohio:

Section 1. This Council hereby approves, authorizes and affirms the provisions of the Program year 2018 CHIP Partnership Agreement between the City and Ottawa County.

Section 2. The Director of Safety and Service is hereby authorized and directed to execute the CHIP Partnership Agreement on behalf of the City.

Section 3. The Mayor, the Auditor, the Treasurer, the Clerk of Council, the Director of Safety and Service, the Director of Law and other City officials, as appropriate, are each authorized and directed to take any and all such other actions, including execution and delivery of any subsequent agreements or instruments as are necessary, appropriate or required to consummate the transactions contemplated by this Ordinance.

Section 4. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 5. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, welfare and safety, and for the further reason that the City of Port Clinton must meet certain State mandated deadlines for the submission of the CHIP Grant Application; wherefore, this Ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor.

Passed: \_\_\_\_\_, 2018 \_\_\_\_\_  
President of Council

Attest: \_\_\_\_\_ Approved: \_\_\_\_\_, 2018  
\_\_\_\_\_  
Mayor

## **CHIP 2018 Partnership Agreement**

**between**

**Ottawa County and the City of Port Clinton**

(The "Partners")

**WHEREAS**, housing needs have previously been identified in the Community Housing Improvement Strategies (CHIS) developed individually by the Partners; 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**, OCD encourages local CHIP eligible grantees 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 the needs as identified by the local Housing Advisory Committee, and

**NOW, THEREFORE, the Partners hereby agree** to the following terms of this Agreement:

1. Ottawa County has agreed to serve as the single Applicant for funds and subsequent Grantee responsible for administering the CHIP grant, if funded;
2. Ottawa County is responsible for submitting the CHIP grant application in cooperation with the City of Port Clinton, including procuring an administrator(s) who shall also conduct the detailed tasks of the planning process.
3. Ottawa 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, or any updated ODSA/OCD policy notices that shall take place during the period of this agreement .

6. The Partners acknowledge that the total request for \$700,000 of CHIP funds is based on maximum budget contributions as follows:
  - Ottawa County: \$400,000
  - The City of Port Clinton: \$300,000
7. The Partners understand that funds may be awarded to either or both jurisdictions that are less than the maximum.
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 and 8 above, adjusted proportional to the relative shares of any grant award.
10. This 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 Ottawa County CHIP Policy and Procedures Manual will be adopted for the partnership and shall apply to any activities conducted under the 2018 CHIP.
14. The Partners agree that any mortgages expected to generate program income will be prepared by jurisdiction. The lien-holder shall be determined by location of the property assisted. Program Income will be received by the lien-holder and reporting and expenditure of any such Program Income shall become the responsibility of the jurisdiction holding the lien.
15. The County will commit program income funds to future eligible outcomes, as much as is practical, proportional to jurisdictional totals 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 then, if funding remains on June 30, 2020, within the grant service area.
  - Private Owner Rehabilitation applications will be ranked according to Ottawa County's 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 declining partially forgivable loan with twenty percent (20%) remaining due and owing whenever the home is sold, rented or transferred.
- 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 50% match on “hard costs”. Non-profit owners may negotiate a lower match share.
- Rental Repair will be provided as a loan, 100% forgivable after 2 years, with private owners providing 50% match on “hard costs”. Non-profit owners may negotiate a lower match share.

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:

<b>Task</b> <b>X=primary role</b> <b>Y=support/cooperate</b>	<b>Ottawa County</b>	<b>City of Port Clinton</b>	<b>Administrator</b>
Procure Administrator	X	Y	
Convene HAC	X	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

**Legal Form and Sufficiency**

This Agreement has been reviewed by legal counsels of each Party, 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 Ottawa County to carry out the duties and tasks assigned to it in this agreement.

For Ottawa County:

For the City of Port Clinton:

**APPROVED AS TO FORM:**



**JAMES VANEERTEN**  
**Prosecuting Attorney**  
**Ottawa County, Ohio**

**Law Director**

**Date**

**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 Port Clinton City Council: Resolution # \_\_\_\_\_ Date: \_\_\_\_\_

Approved by Ottawa County Commissioners: Resolution # \_\_\_\_\_ Date: \_\_\_\_\_

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

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

**President, Ottawa County Commissioners**

\_\_\_\_\_  
Mark E. Coppeler

**City of Port Clinton Mayor**

\_\_\_\_\_  
Hugh Wheeler