RESOLUTION NO. 9-15

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AMENEDED PARTNERSHIP AGREEMENT WITH THE CITY OF BRUNSWICK AND THE CITY OF WADSWORTH FOR THE PY14 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM GRANT, AND REPEALING ORDINANCE NO. 92-14, PASSED MAY 27, 2014, AND DECLARING AN EMERGENCY.

WHEREAS: The State of Ohio, Development Services Agency, Office of Community Development has established the PY14 Community Housing Impact and Preservation Program (CHIP) Guidelines; and

WHEREAS: Included in the Action Plan is a partnership option allowing eligible communities to partner on one single application. By electing to file an application under a Partnership Agreement, the cities of Medina, Brunswick and Wadsworth are each eligible for an additional $50,000 in funds over and above the grant threshold for single applicants; and

WHEREAS: The partnership has designated The City of Medina, Ohio to be the Grantee applying to the Ohio Development Services Agency for funding under the PY2014 Community Housing Impact and Preservation Program (CHIP) Grant for funds to be used for housing improvements for low and moderate income homeowners in the Cities of Medina, Brunswick and Wadsworth; and

WHEREAS: It is estimated that the total amount of eligible funding for each City is $400,000.00 making the total grant request $1,200,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the Mayor is hereby authorized and directed to enter into a Partnership Agreement with the City of Brunswick and the City of Wadsworth and to file an application for grant assistance from the Ohio Development Services Agency for a PY2014 Community Housing Impact and Preservation Program (CHIP) Grant. The funds from this grant will be used for housing improvements for low and moderate income homeowners in the Cities of Medina, Brunswick and Wadsworth. The City of Medina acknowledges that it will be responsible for the entire CHIP grant award, if funded.

SEC. 2: That if the Grant is awarded to the City of Medina, the Mayor is authorized to accept the grant and enter into an agreement with CT Consultants, Inc. and the Ohio Development Services Agency for its implementation and administration and execute any and all documentation associated with said grant.

SEC. 3: That a copy of the amended Partnership Agreement with the City of Brunswick and the City of Wadsworth is marked Exhibit A, attached hereto, and incorporated herein.

SEC. 4: That Ordinance No. 92-14, passed May 27, 2014 be and the same is hereby repealed.

SEC. 5: That a copy of the Agreement with CT Consultants, Inc. is marked Exhibit B, attached hereto, and incorporated herein.

SEC. 6: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 7: That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to comply with Ohio Development Services Agency requirements and deadlines; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: January 26, 2015

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: January 27, 2015

SIGNED: Dennis Hanwell
Mayor

ORD 9-15
Exh. A

PY 2014 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP) PARTNERSHIP AGREEMENT

The Cities of Medina, Brunswick, and Wadsworth entered into a Partnership Agreement on May 28, 2014 for the purpose of applying for Community Housing Impact and Preservation Funds through the Ohio Development Services Agency, Office of Community Development which was submitted on June 6, 2014.

The City of Medina, on behalf of the Partnership, has been awarded a Community Housing Impact and Preservation Grant.

Staffing changes within the City of Brunswick as well as clarifications made by the State of Ohio during the grant application process have created inconsistencies in the structure originally identified in the May 28, 2014 Partnership Agreement. As such, the May 28, 2014 Partnership Agreement will hereby be null and void and a new Partnership Agreement is hereby entered into this 26th day of January, 2015, by and between the City of Medina, City of Brunswick and City of Wadsworth (collectively referred to herein as the "Partners").

Whereas, the State of Ohio, Development Services Agency, Office of Community Development has established through the Program Year ("PY") 2014 Community Housing Impact and Preservation Program Guidelines included in the State of Ohio Action Plan, a partnership option allowing eligible communities to partner on one single application;

Whereas, the Partners' election to file an application pursuant to a Partnership Agreement increases the maximum potential funding for each Partner by an additional $50,000.00 in excess of the grant threshold for single applicants;

Whereas, by electing to file an application pursuant to a Partnership Agreement, the total grant awarded is in the amount of $1,200,000.00; and

Whereas, by electing to file an application pursuant to a Partnership Agreement, the collective application had the potential to gain additional points for partnering.

WHEREFORE, the Partners to this Partnership Agreement hereby agree as follows:

1) The Partners hereby designate the City of Medina as the grantee for the 2014 CHIP Partnership Application (the "Grantee");

2) The Partners hereby agree that this Partnership Agreement specifically relates to the Community Housing Impact and Preservation Grant ("CHIP Grant") and includes all possible funding sources including CDBG, HOME and OHTF, if awarded.

3) The Partners agree to adopt the City of Medina CHIP Policy and Procedure Manual for the PY 2014 Community Housing Impact and Preservation Grant, if funded.

4) The Partners hereby agree that the City of Medina, as grantee, is responsible for preparing the PY 2014 CHIP Partnership Application, including the Housing Advisory Committee Planning Process, selection of eligible project activities, and administering and implementing the grant in accordance with Community Development Block Grant, HOME and/or Ohio Housing Trust Funds in conjunction with Ohio Development Services Agency rules and regulations including maintaining all required records and documents relating to the grant.

5) The Partners hereby agree that the City of Medina will enter into an agreement with a consultant to assist in the administration and implementation of the grant on behalf of the partnership in accordance with the Partnership Agreement. Copies of consultant invoices and Status Reports will be provided to each partner.

6) The City of Brunswick and the City of Wadsworth will each have the following responsibilities with respect to the activity funds targeted and completed within their jurisdiction and be in compliance with State and Federal Regulations:

1. Marketing of the CHIP Activities;
2. Tracking and reporting of housing program income to the Office of Community Development, Development Services Agency;
3. Submission of Grant required final payment documentation, which may include, where available, check stubs, contracts, vouchers, invoices and/or cancelled checks for reimbursement, if applicable, to the City of Medina; and
4. Submission of the completed case files to the City of Medina at end of the Grant period.

7) Eligible administrative costs incurred by the City of Wadsworth shall be reimbursed through the Grant by the City of Medina with the submission of source documentation including work performed, hours and rates of pay for the individuals that provided the service, including invoices and copies of cancelled checks, if applicable, up to a not to exceed amount of $8,000.00.

8) The City of Medina will provide the original mortgages to the respective partner at the conclusion of the grant.

9) The Grantee agrees to allocate housing activity funds in the amount shown on Exhibit "A" attached hereto. The amount of funding ultimately spent within each Partner will be determined by the eligible applications received.

10) Eligible housing activity costs incurred by the Partners will be reimbursable with the submission of source documentation including the contract, any change orders, invoices, final inspection reports, copies of cancelled checks and any additional source documents requested.

11) The Partners agree to the following selection criteria:

- Owner Home Repair applications will be first-come first-serve within each Partner's jurisdiction first and then, if funding remains, within the grant service area.
- Rental Home Repair applications will be first-come first-serve within each Partner's jurisdiction first and then, if funding remains, within the grant service area.
- Private Owner Rehabilitation applications will be ranked according to the Medina City Policy and Procedure Manual within each Partner's jurisdiction first and then, if funds remain, within the grant service area.
- Homeownership applications will be first-come first-serve with a purchase agreement within each partner jurisdiction first and then, if funds remain, within the grant service area.
- TBRA applications will comply with the local housing authority selection process.

12) The Partners agree to elect to choose the following finance mechanism:

- Owner-occupied Home Repair will be a grant.
- Tenant-Based Rental Assistance will be a grant.
- Private-Owner Rehabilitation will be a five-year declining partially forgivable loan with fifteen percent (15%) remaining due and owing whenever the home is sold, rented or transferred.
- Rental-occupied Home Repair will require that the landlord contribute fifty-percent (50%) of the construction contract (including any change orders) towards the project up front. The remaining fifty-percent (50%) will be provided as a declining fully-forgiven two-year loan.
- Homeownership will be a five-year declining partially forgivable loan with fifteen percent (15%) remaining due and owing whenever the home is sold, rented or transferred. The Homeownership activity has a five-year affordability period.

13) This Partnership Agreement will take effect and be in force from the date of full executed and remain in effect until the CHIP Grant funds are expended and the funded activities are complete and closed out with the State of Ohio.

14) The Partners agree that neither the Grantee nor the Partners may terminate or withdraw from this Partnership Agreement while it remains in effect.

15) The Partners hereby agree to designate one representative from their respective jurisdictions to be appointed to a Planning Committee to represent their respective interests in the Grant. The Planning Committee will meet semi-annually beginning with the first Status Report, in an agreed upon venue (conference call or on site) to review the progress of the PY 2014 grant.

16) The Partners hereby agree that it is essential for future funding to meet outcomes set forth in the grant agreement and therefore, the Grantee will review the progress of each Partner throughout the term of the Grant. Any lack of progress or insufficient applications for particular activities will be discussed between the Partners.

17) The Partners agree that if the Planning Committee unanimously determines that there is a need to reallocate the budget as attached hereto as Exhibit A, such budget will be amended to reflect those changes, upon approval by each Partners' respective City Manager/Safety Director or Mayor. In the event unanimous consent is not obtained, the Grantee shall have final authority to make reallocations to the budget.

18) The Partners are obligated to take all actions necessary to assure compliance with the certification 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.

19) The Partners agree that CHIP Grant funds are prohibited for activities in, or in support of, any cooperating unit of local government that does not affirmatively further fair housing within its own jurisdiction or that impedes Grantee's or the Partners' actions to comply with fair housing certification.

20) The Partners agree that Annual Income will be used to determine program eligibility. Annual Income is defined as the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period. The Partners will use the Section 8 Annual Income method as defined in 24 CFR 5.609 as the basis for determining annual gross income for applicant qualification for all program activities.

21) This Partnership Agreement does not contain a provision for veto or other restriction that would allow any Partner to obstruct the implementation of the CHIP Program during the period covered by this Partnership Agreement, which is April 1, 2014 up to and including December 31, 2016.

[SIGNATURE PAGE TO FOLLOW]

WHEREFORE, the undersigned hereby executed this Partnership Agreement as of the dates indicated below.

CITY OF MEDINA

Mayor Dennis Hanwell

Date: 1-27-15

CITY OF BRUNSWICK

Anthony Bales City Manager

Date: 1-7-15

CITY OF WADSWORTH

Mayor Robin L. Laubaugh

Date: 1.8.15

Approved as to form:

Kenneth J. Fisher, Law Director
City of Brunswick

Norman E. Brague, Law Director
City of Wadsworth

Gregory A. Huber, Law Director
City of Medina

EXHIBIT "A"

CITY OF MEDINA
PY 2014 CHIP
BUDGET

SERVICE AREA – CITY OF MEDINA

ACTIVITY	HARD COSTS	SOFT COSTS	TOTAL	
Private Rehab	$191,000***	$30,000	$221,000	6
Home Repair	$ 91,500**	$17,500	$109,000	15
Home Repair Rental	$8,000	$3,000	$11,000	2
TBRA	$10,000	$1000	$11,000	7
TOTALS	$300,500	$51,500	$352,000	30

***The City of Medina has committed $4,200 of Housing Program Income towards the Private Owner Rehab Program.

SERVICE AREA – CITY OF BRUNSWICK

ACTIVITY	HARD COSTS	SOFT COSTS	TOTAL	
Private Rehab	$170,700	$26,800	$197,500	5
Home Repair	$100,400**	$19,100	$119,500	15
Homeownership	$30,000	$5,000	$35,000	1
TOTALS	$301,100	$50,900	$352,000	21

SERVICE AREA – CITY OF WADSWORTH

ACTIVITY	HARD COSTS	SOFT COSTS	TOTAL	
Private Rehab	$194,500	$30,000	$224,500	6
Home Repair**	$ 52,000*	$10,300	$62,300	7*
Home Repair Rental	$10,500	$4,200	$14,700	3
Homeownership	$34,200	$5,800	$40,000	1
TBRA	$10,500		$10,500	7
TOTALS	$301,700	$50,300	$352,000	24

*The City of Wadsworth has committed $60,000 PY 2014 Community Development Allocation Funding to Home Repair to do 7 additional home repair units for a total of 14.

** Wayne/Medina CAC has committed $10,000 resulting 2 additional home repairs over the entire grant.

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 112-14

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO PARTNERSHIP AGREEMENT WITH THE CITY OF MEDINA AND CITY OF WADSWORTH RELATIVE TO THE 2014 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM GRANT

WHEREAS: On or about May 28, 2014, the Cities of Medina, Brunswick and Wadsworth entered into a Partnership Agreement relative to the 2014 Community Housing Impact and Preservation Program ("CHIP") Grant to facilitate the application, implementation and administration of Grant funds between the partnering communities;

WHEREAS: The City of Medina, on behalf of the Partnership, has been awarded a CHIP Grant in the amount of $1,200,000.00;

WHEREAS: Based upon staffing issues and clarifications from the State of Ohio during the application process, it has been determined that the original Partnership Agreement should be deemed null and void and a new Partnership Agreement entered into between the parties; and

WHEREAS: The parties are desirous of entering into a new Partnership Agreement to clarify the responsibilities of the parties to comply with the 2014 CHIP Grant application submitted and awarded by the State of Ohio.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:

SECTION 1: That the City Manager, upon approval of the Law Director, is hereby authorized to enter into a new Partnership Agreement with the City of Medina and City of Wadsworth, as attached hereto as Exhibit "A", to further define the responsibilities of the parties to comply with the 2014 CHIP Grant application submitted and awarded by the State of Ohio.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety, or welfare and for the additional reason to immediately define the responsibilities of the parties to comply with the 2014 CHIP Grant application submitted and awarded by the State of Ohio. Therefore, the same shall be in full force from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading December 15, 2014