

ORDINANCE NO. 64-23

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO THE PY 2023 COMMUNITY HOUSING AND PRESERVATION PARTNERSHIP AGREEMENT WITH THE ASHTABULA COUNTY COMMISSIONERS FOR PROJECT YEAR 2023, AND DECLARING AN EMERGENCY.

BE IT ORDAINED, by the City of Conneaut, County of Ashtabula and State of Ohio:

SECTION 1. That the City Manager is hereby authorized to enter into the PY 2023 Community Housing and Preservation Partnership (CHIP) Agreement with the Ashtabula County Commissioners, attached hereto and marked Exhibit "A".

SECTION 2. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council or any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is declared to be an emergency measure in the interests of public peace, health and safety and to comply with funding deadlines, and if approved, shall take effect immediately upon passage and signing by the President of Council.

Passed this 12TH day of JUNE, 2023.



President of Council

ATTEST:



Clerk of Council

**PY 2023
COMMUNITY HOUSING IMPACT AND PRESERVATION
PARTNERSHIP AGREEMENT**

This Agreement is hereby entered into this _____ day of _____, 2023 by and between Ashtabula County, the Lead Entity, and the City of Conneaut, a Cooperating Entity, for the purpose of applying for, obtaining, and administering the PY 2023 Community Housing Impact and Preservation Program (CHIP), as administered by the Ohio Development Services Agency, Office of Community Development.

WHEREAS, the Ohio Development Services Agency administers the CHIP program; and

WHEREAS, pursuant to certain changes in said CHIP program, partnering with other CHIP-eligible entities gives certain advantages to prospective applicants; and

WHEREAS, the signatory entities, in order to avail themselves of said advantages, herein wish to enter into and hereby document a partner agreement for the purpose of applying for, obtaining, and administering the PY 2023 CHIP Program; and

WHEREAS, the signatory entities desire to appoint Ashtabula County as the Lead Entity for purposes of applying for, obtaining, and administering the PY 2023 CHIP Program; and

WHEREAS, the State of Ohio requires that each such partnership be memorialized in a PARTNERSHIP AGREEMENT.

NOW, THEREFORE, BE IT RESOLVED THAT the above named parties do hereby mutually agree:

- Section 1. That the PY 2023 CHIP Program shall be implemented in compliance with all laws and regulations of the Ohio Development Services Agency, Office of Community Development.
- Section 2. That the Lead Entity and Cooperating Entity have authorized its Chief Executive Officer (CEO) to execute this Agreement.
- Section 3. That this AGREEMENT covers the PY 2023 CHIP Program awarded with funds from the State's CDBG, HOME and OHTF allocations.
- Section 4. That the Lead Entity, as grantee, has final responsibility for preparing and submitting the PY 2023 CHIP application to the State. Activities included therein shall be those selected by each Cooperating Entity in conjunction with the Housing Needs Assessment. The final application submitted to the State shall be consistent with those activities mutually agreed upon by the cooperating Entity.

- Section 5. **PROGRAM INCOME:** This AGREEMENT provides that Project mortgages shall be issued and maintained by the Lead Entity. As such, program income derived from satisfied mortgages shall be returned to and managed by the Lead Entity. Furthermore, any program income received during the grant period that is to be designated directly to a project activity will be made payable to the Lead Entity for disbursement. The Lead Entity will keep any program income received from the projects in the Cooperating Entity in a separate account for use within the Cooperating Entity jurisdiction. If program income is received and unused for more than 24 months the program income can be used in any eligible project in any jurisdiction.
- Section 6. **ADMINISTRATION AND IMPLEMENTATION RESPONSIBILITIES:** This AGREEMENT provides that the Lead Agency shall administer both CHIP grants with the Cooperating Entity implementing their respective program as outlined. The outline of responsibilities for both required Program Administration and Implementation services are attached as Exhibit A. Grant funding shall be retained by the Lead Entity in the amount of \$17,000.00 from the \$300,000.00 budgeted amount for the City of Conneaut to cover expenses associated with administration of the entities program component. The budget may be modified appropriately with redistribution of program funding during the grant period and as noted in Section 8 of this document.
- Section 7. Both parties agree to adopt a single Environmental Review Record and the cooperating entity agrees follow the conclusions and recommendations of the ERR, and both parties agree to follow through with ER responsibilities associated with the use of their respective federal funds.
- Section 8. The Cooperating Entity shall provide the Lead Entity with the requested information to ensure accurate reporting and program administration
- Section 9. The Cooperating Entity shall review and execute budget modifications any time after 12 months into the grant to ensure full expenditure of the grant and to ensure program outcomes are met.
- Section 10. The agreement documents the acceptance of the Ashtabula County Policy and Procedures Manual that will be utilized during the PY 2023 CHIP grant period.
- Section 11. That this AGREEMENT remains in effect until the CHIP funds are expended and the funded activities are complete and closed out, and no entity may terminate or withdraw from this AGREEMENT while it remains in effect.
- Section 12. That all parties' signatories hereto do hereby agree to obligate themselves and comply with all federal and state laws, rules, and guidelines, as well as, any other guidelines adopted by ODSA.

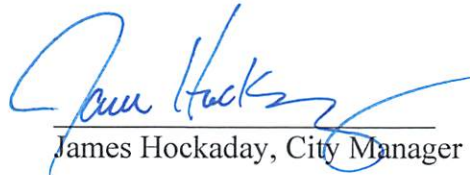
IN WITNESS WHEREOF, the Lead Entity and Cooperating Entity do hereby agree to the terms of this AGREEMENT and legally obligate themselves as evidenced by the signatures below.

COUNTY OF ASHTABULA

Casey Kozlowski, President

Date

CITY OF CONNEAUT



James Hockaday, City Manager

6-12-23

Date

APPROVAL

Approved as to legal form and correctness in accordance with Article IX of the Charter of the City of Conneaut, Ohio.

6/12/23

Date



John Lewis, Law Director