

BRUNSWICK CITY ECONOMIC DEVELOPMENT COMMITTEE

Agenda

MARCH 26, 2018

6:40 PM or immediately following Services, Utilities, Technology & Cable Committee

1. Discussion Items
 - (a) **RES. NO. 23-18:** An emergency resolution authorizing the City Manager to enter into a Partnership Agreement with the City of Medina for application for the PY 2018 Community Housing Impact and Preservation Program grant. - **1st Reading** (To be brought from Economic Development Committee, *Administration/Grant Aungst*)
2. General Discussion
3. Adjournment

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 03/26/2018

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Grant Aungst

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 23-18:** An emergency resolution authorizing the City Manager to enter into a Partnership Agreement with the City of Medina for application for the PY 2018 Community Housing Impact and Preservation Program grant. - **1st Reading** (To be brought from Economic Development Committee, Administration/Grant Aungst)

BACKGROUND: The Ohio Development Services Agency, Office of Community Development filing guidelines for the Program Year ("PY") 2018 Community Housing Impact & Preservation Program ("CHIP") grant encourages the partnership of communities by increasing the available funding for each partnering community by \$100,000.00. The City of Brunswick will be partnering with the City of Medina for a total grant award of \$700,000.

PURPOSE AND EXPLANATION: The City of Brunswick intends to partner with the City of Medina to maximize funds available to each community. The City of Medina has been designated as the Grantee of the CHIP grant to facilitate applying for, implementing, and administering grant funds between the partnering communities.

IMPLEMENTATION SCHEDULE: Immediately

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: The City of Brunswick, by electing to file an application with the City of Medina, pursuant to the PY 2018 Partnership Agreement, the potential total grant award will be \$700,000. Whereas, the Partners' election to file an application pursuant to a Partnership Agreement increases the maximum potential funding for each Partner by an additional \$100,000.00 in excess of the grant threshold for single applicants.

The agreement does not require City funds and the grant is to run through the City of Medina books.

RECOMMENDED ACTION:

One Reading	No
Two Readings	No
Three Readings	Yes
Emergency	Yes
Suspension of Rules	No

If emergency or suspension of the rules, why the request?

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 that the PY 2018 CHIP Grant Application must be submitted by May 4, 2018. 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.

**ADDITIONAL
INFORMATION:**

the City Manager is authorized, upon approval of the Law Director, to enter into a Partnership Agreement with the City of Medina for the PY 2018 CHIP grant.

PY 18 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP)

PARTNERSHIP AGREEMENT

This Partnership Agreement is entered into this ____ day of _____, 2018, by and
Between the City of Medina and City of Brunswick (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”) 2018 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 \$100,000 in excess
of the grant threshold for single applicants;

Whereas, by electing to file an application pursuant to a Partnership Agreement, the
potential total grant award will be \$700,000; and

Whereas, by electing to file an application pursuant to a Partnership Agreement, the
collective application has 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 2018
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 2018 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 2018 CHIP Partnership Application, including the Housing Needs Assessment, 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.

1. On December 31, 2015 the Ohio Development Services Agency Office of Community Development issued Policy Number 15-03 which in part requires a separate written agreement for all HOME funded activities. Each HOME written agreement must be signed by the person receiving assistance and the grantee.

In compliance with OCD Program Policy Notice OCD 15-03, the partners agree that the Mayor for the City of Medina, the grantee, is authorized to sign HOME Written Agreements with applicants within their jurisdiction.

The Partners agree that the City of Medina (grantee) will maintain 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 application, administration and implementation of the grant on behalf of the partnership in accordance with the Partnership Agreement. Copies of the consultant invoices and Status Reports will be provided to each partner.

6) The City of Brunswick as a partner hereby agrees to the following responsibilities with respect to the activity funds targets and completed within its jurisdiction:

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

7) 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 jurisdiction will be determined by the eligible applications received.

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

9) The City of Brunswick agrees 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.
- 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.
- TBRA applications will comply with the local housing authority selection process.

10) The City of Brunswick agrees 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.

11) This Partnership Agreement will take effect and be in force from the date of full execution 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.

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

13) 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 about 30 days prior to each milestone identified on the CHIP Program Activity Milestone Chart, in an agreed upon venue (conference call or on site) to review the progress of the PY2018 grant.

14) 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.

15) 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.

16) 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.

17) 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.

18) 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.

19) 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 _____ up to and including December 31, _____.

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

CITY OF MEDINA

CITY OF BRUNSWICK

Mayor Dennis Hanwell

Brunswick City Manager Carl DeForest

PY 2018 CHIP PARTNERSHIP STRUCTURE NARRATIVE

Grantee: City of Medina Partner(s): City of Brunswick

Administrative Consultant: Ohio Regional Development Corporation

The City of Medina and the City of Brunswick are partnering together for the Program Year 2018 Community Housing Impact and Preservation (CHIP) Program to improve and protect the supply of sound, serviceable, and affordable owner and renter occupied housing stock in The Cities of Medina and Brunswick. The service area will be The City of Medina and the City of Brunswick. Ohio Regional Development Corporation (ORDC) will be the administrative consultant for all partners. ORDC's Housing Specialist will administer the daily grant duties while the President and Grants Director will provide the oversight.

Grant Fund Distribution:

The City of Medina is applying for a **grand total of \$700,000** with the following breakdown of activities:

Rehabilitation Assistance- Owner Rehabilitation	\$ 373,000, 9 units
Repair Assistance- Owner Home Repair	\$ 210,000, 15 units
Tenant-Based Rental Assistance	\$ 33,000, 6 units
Administration	\$ 84,000

Funds are being applied for and budgeted in this partnership using the State of Ohio, Development Services Agency methodology. This grant budget is \$350,000 for the City of Medina (Grantee Partnering City within County with population above 15,000), and \$350,000 for the City of Brunswick (Partnering City within County with population above 15,000), for a grant total of \$700,000. The budget breakdown is as follows:

Please Note: In no instance will the State of Ohio's Maximum amount of assistance be exceeded for any activity. As the Grant nears completion, it is probable there will be available funds remaining in each Partner's Budget, for Rehab and Repair Assistance, at that time, those remaining funds will be compiled and committed to the next available, eligible project in the Partnership.

City of Medina: \$350,000

Rehabilitation Assistance- Owner Rehabilitation	\$186,500, 4 units
Repair Assistance- Owner Home Repair	\$ 105,000, 8 units
Tenant Based Rental Assistance	\$ 16,500, 3 units
Administration	\$ 42,000

City of Brunswick: \$350,000

Rehabilitation Assistance- Owner Rehabilitation	\$ 186,500, 5 units
Repair Assistance- Owner Home Repair	\$ 105,000, 7 units
Tenant Based Rental Assistance	\$ 16,500, 3 units
Administration	\$ 42,000

Re-Structure of Funds: The City of Medina/City of Brunswick Partnership is focused and committed to meeting the State's new Milestone deadlines. Therefore, the proceeding budget details the plan of implementation. However, if funds must be "moved" between Partners to assure the Medina/Brunswick Partnership CHIP Grant meets those deadlines, those changes will be made. Regular progress assessments will be made of each of the partner's funds with State's mandatory Milestones. If necessary, "re-organization" of uncommitted funds will take place to meet mandatory milestones. Uncommitted funds will be committed by whichever partner can utilize them immediately to complete the work by the PY 2018 grant milestones and deadlines. The ultimate goal

PY 2018 CHIP PARTNERSHIP STRUCTURE NARRATIVE

of the Partnership is to assist residents of Medina and Brunswick with making their homes decent, safe, serviceable and affordable while assuring all regulations and milestones are met.

Progress Assessment: To assure all partners meet their projected outcomes and budgeted grant funds, reports will be completed and provided to all the partners by the administrator on a monthly basis. This will promote regular oversight by all parties, as well as present the status of funds and the progress of each partner. The method will ensure projected outcomes will be achieved and budgeted funds will be expended.

Checks and Balances: Monthly progress reports will be used for Checks and Balances. By providing monthly progress reports, it will allow all Partners to be aware of the progress, commitments and any re-organization of funds, if necessary. Nonetheless, the partnership is not concerned about partners meeting their budgets and goals. The City of Medina has completed many CHIP grants within State deadlines in the past, as has the City of Brunswick. The Cities of Medina and Brunswick partnered for the PY 2016 CHIP grant and are excited to partner again. This Partnership will be a team effort to assure a successful completion of the PY-16 CHIP grant and to serve the citizens of the Cities of Medina and Brunswick.

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO PARTNERSHIP AGREEMENT WITH THE CITY OF
MEDINA FOR APPLICATION FOR THE PY 2018 COMMUNITY HOUSING
IMPACT AND PRESERVATION PROGRAM GRANT.

WHEREAS: The Ohio Development Services Agency, Office of Community Development's filing guidelines for the Program Year ("PY") 2018 Community Housing Impact & Preservation Program ("CHIP") Grant encourages the partnership of communities by increasing the available funding for each partnering community by \$100,000.00;

WHEREAS: The Ohio Development Services Agency, Office of Community Development requires partnering communities to enter into a Partnership Agreement;

WHEREAS: The City of Brunswick intends to partner with the City of Medina to maximize funds available to each community; and

WHEREAS: The City of Medina has been designated as the Grantee of the CHIP Grant to facilitate applying for, implementing and administering Grant funds between the partnering communities.

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

SECTION 1: That the City Manager is hereby authorized, upon approval of the Law Director, to enter into a Partnership Agreement with the City of Medina for the PY 2018 CHIP Grant.

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 that the PY 2018 CHIP Grant Application must be submitted by May 4, 2018. 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 _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____

Clerk of Council
Fijabi Julien-Gallam, CMC

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 23-18

BY: Mr. Hanek, Mr. Ousley and Mrs. Hanek

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO
ENTER INTO PARTNERSHIP AGREEMENT WITH THE CITY OF MEDINA
FOR APPLICATION FOR THE PY 2018 COMMUNITY HOUSING IMPACT
AND PRESERVATION PROGRAM GRANT.

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PASSED: 1st Reading_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam, CMC