

RESOLUTION NO. 10-2018

A RESOLUTION BY THE COUNCIL OF THE CITY OF NEW PHILADELPHIA, TUSCARAWAS COUNTY, OHIO AUTHORIZING AND APPROVING VARIOUS ASPECTS OF A REQUEST FOR PY 2018 FUNDING TO THE OHIO OFFICE OF COMMUNITY DEVELOPMENT FOR A COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS, the City of New Philadelphia (the CITY) is eligible to submit an application for a PY 2018 Community Housing Impact and Preservation (CHIP) Program grant to the Ohio Development Services Agency, Office of Community Development (OCD); and

WHEREAS, OCD has set forth certain requirements, review criteria and standards for said application, including but not limited to forming a partnership with other CHIP-eligible communities; and

WHEREAS, in order to obtain the greatest number of review points possible thus placing itself in the best position possible to receive funding the CITY has reached out to Uhrichsville to form the best fit partnership; and

WHEREAS, OCD requires that said partnership be authorized and approved by the legislative authority of the CITY; and

WHEREAS, in order to be sure it complies with all of the PY 2018 CHIP application requirements the CITY is in need of professional assistance.

NOW THEREFORE, LET IT BE RESOLVED by the Council of the City of New Philadelphia, Tuscarawas County, Ohio, as follows:

SECTION 1. That the Mayor of said city is hereby authorized to sign all documents needed to submit to OCD an application for PY 2018 CHIP Program grant funding;

SECTION 2. That the Mayor of said city is hereby authorized and directed to negotiate a partnership agreement for the PY 2018 CHIP Program with the City of Uhrichsville, in Tuscarawas County, Ohio, for the purpose of setting out duties and responsibilities of each city for the PY 2018 CHIP Program grant, approving said agreement, and authorizing and directing the Mayor to execute same on behalf of said city;

SECTION 3. Said city understands that as a lead entity of the partnership it will be legally responsible for and have authority over the PY 2018 CHIP grant administration and implementation for the partnership, should the grant be awarded and that the details of such responsibility and authority shall be declared in the agreement cited in Section 2. above of this Resolution;

SECTION 4. That the New Philadelphia Policies and Procedures Manual as amended and on file with OCD shall be the basis for implementation of the PY 2018 CHIP;


SECTION 5. That the Mayor of said city is hereby authorized and directed to enter into an agreement for professional services related to the preparation of the PY 2018 CHIP Program grant application and administration and implementation of same, should the grant be awarded with Hall Community Development, LLC, the successful Proposer as determined by way of the OCD-required procurement process.

SECTION 6. That the Mayor of said city is additionally is authorized to sign any and all documents necessary to accept funding and implement the PY2018 CHIP Program Grant should it be awarded.

SECTION 7. This Resolution is hereby declared to be an emergency measure and its immediate passage is necessary in order to preserve, protect and maintain the health, safety and welfare of the citizens of the CITY; and furthermore time is of the essence and immediate passage will assure that the CITY has adequate time for planning, budgeting and application preparation;

Section 8. This Resolution shall take effect and be in full force as soon as permitted by law.

PASSED: April 23, 2018



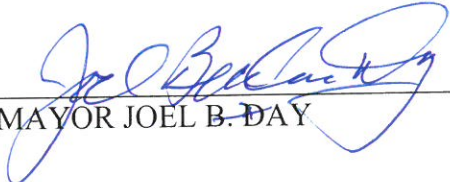
SAM HITCHCOCK
PRESIDENT OF COUNCIL

ATTEST:



JULIE COURTRIGHT
CLERK OF COUNCIL

APPROVED:



MAYOR JOEL B. DAY

SPONSORED BY: FINANCE COMMITTEE

**PY 2018
COMMUNITY HOUSING IMPACT AND PRESERVATION
PARTNERSHIP AGREEMENT**

This **AGREEMENT** is hereby entered into this ____ day of _____, 2018 by and between the City of New Philadelphia, Ohio, the Lead Entity, and the City of Uhrichsville, a Cooperating Entity, for the purpose of applying for, obtaining, and administering the PY 2018 Community Housing Impact and Preservation Program (CHIP), as provided 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 partnership agreement for the purpose of program planning, administration, implementation, fiscal obligation and closeout for the lifetime of the PY2018 CHIP Program Grant Period; and

WHEREAS, the signatory entities desire to appoint the City of New Philadelphia as the Lead Entity for purposes of applying for, obtaining and administering the PY 2018 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 FY 2018 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 governing body of the City of New Philadelphia as the Lead Entity and the governing body of the City of Uhrichsville as the cooperating entity has through legislation, approved this partnership agreement and has authorized each of its Chief Executive Officers (CEO) to execute this **AGREEMENT**.

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Section 3. That this **AGREEMENT** covers the PY 2018 CHIP Program awarded with funds from the State's CDBG, HOME and OHTF allocations.

Section 4. That this **AGREEMENT** remains in effect until the PY 2018 CHIP funds are expended and the funded activities are complete and closed out .

Upon execution of the Grant Agreement it is understood that the partners become a part of the grantee's program for the purposes of program planning, administration, implementation, fiscal obligation and closeout for the lifetime of the CHIP Program Grant period. Neither entity may terminate or withdraw from this agreement while it remains in place.

According to OCD Policy, all file records, with the exception of the original mortgages as provided for in Section 8, as follows will be retained by the Lead Entity/Grantee after Grant financial closeout for the period specified by OCD Policy.

The Cooperating Entity, the City of Uhrichsville shall provide the lead Entity with any requested information to ensure accurate reporting, invoice and program administration as needed. The Cooperating Entity or its administrative representative will also participate as needed for monitoring visits.

Section 5. **APPLICATION RESPONSIBILITIES**

As the Lead Equity, the City of New Philadelphia will have final responsibility for preparing and submitting all documents as required for the PY 2018 application to the State. The final application submitted to the State however shall be consistent with the activities mutually agreed upon and confirmed by each of the Cooperating Entities prior to submission of the final application to the State.

Section 6. **ADMINISTRATION AND IMPLEMENTATION RESPONSIBILITIES:**

An outline of specific responsibilities for both required Program Administration and Implementation is attached as "Exhibit A."

This **AGREEMENT** provides that the Lead Entity shall administer and implement the CHIP Grant and the activities included therein on behalf of the Cooperating entity.

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The **AGREEMENT** also provides that a portion of the Administrative functions necessary to undertake the CHIP Program activities will be undertaken by a contracted representative.

The lead entity as the grantee will contract for these grant administration services and maintain the documentation in regard to the procurement process for the PY2018 CHIP Grant. Procurement for these services has been undertaken on behalf of the partnership. The review panel for administrative proposals included representatives from both entities in the partnership. The OCD procurement process is being followed for these services.

As Lead Entity, the City of New Philadelphia will be responsible for program oversight with input from the City of Uhrichsville as provided in Exhibit A. The City will be responsible for overseeing the work by the consultant hired to provide administration services. Regular reporting in regard to grant progress will be required of the consultant and will also be shared with the City of Uhrichsville.

Section 7. PROGRAM FUNDING:

This Agreement provides that based on the PY2018 CHIP Application Guidelines, the application will include the maximum grant request of \$650,000 for the Partnership. This amount is based on the ODSA provided eligibility distribution for partnering Cities. The maximum award that the partnership may apply for is based on New Philadelphia with a population of at least 15,000 with an award limit of \$350,000 and Uhrichsville, with a population between 5,000 and 14,999 with an award limit of \$300,000.

Final projected outcomes for each activity selected will be established based on the budgeted eligibility amount for each partnering community. The application planning process will determine the final activities and the projected outcomes for the partnership as a whole. Individual activity budgets and outcomes will be determined for each partner based on the eligibility distribution.

It is understood however that the Grant amount requested for each partner is only a budgeted amount. The distribution of budgeted funding between partners is not guaranteed.

Budget modifications from an awarded grant may be made by the Lead Entity after consultation with the Cooperating Entity at any time after 12 months from the effective date of the Grant Agreement with ODSA. Such modifications will be implemented only as needed to ensure full expenditure of the grant, and to ensure that all program outcomes are met.

It is also understood that full funding eligibility may not be awarded by ODSA to either partner based on past performance issues. Should the budget be reduced for either partner, projected outcomes for activities will be reduced proportionately.

Section 8. **PROGRAM INCOME**

In regard to the matter of Program Income, this agreement provides that project mortgages shall be issued and maintained by the Cooperating Entity from which it originated. As such, program income derived from satisfied Mortgages shall be returned to and managed by the Cooperating Entity from which it originated as per OCD Policy 15-04 which provides requirements for Program Income Administration. 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.

It is understood that any program income available at the time of grant application submission by either partner has been committed through an Implementation Plan to eligible CHIP program activities.

This agreement provides that any program income funds will be utilized for projects within the same entity from which those funds originated.

Section 9. **POLICY & PROCEDURE MANUAL**

This Agreement documents the acceptance of the approved City of New Philadelphia's Policy and Procedures Manual that will be utilized during the FY 16 CHIP grant period.

Section 10. This **AGREEMENT** establishes 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. This includes compliance with Program Policy OCD 15-01 which provides that grantees may not act as pass-through entities and may not grant sub awards to sub-recipients

to carry out part of an activity included in a grant agreement with OCD.

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

WITNESS:

**CITY OF NEW PHILADELPHIA, LEAD
ENTITY**

Joel B. Day, Mayor

WITNESS:

**CITY OF UHRICHSVILLE, COOPERATING
ENTITY**

Rick Dorland, Mayor

Exhibit A

PY 2018 CHIP ADMINISTRATION PLAN AND IMPLEMENTATION OUTLINE

FUNCTION	CITY OF NEW PHILADLEPHIA	CITY OF UHRICHSVILLE
General Program Oversight	X	
Planning	X	X
Grant Preparation	X	X-provide input
Policy and Procedure Manual Updates	X	X-provide input
Program Amendments	X	X-provide input
Environmental Review Tier 1	X	
Environmental Review Tier 2	X	
Funding/Outcomes Monitoring	X	X-provide input
Program Administration		
Management of Administration Staff	X	
Marketing	X	X
Coordination with Local Agencies	X	X
Citizen Participation	X	X -Hearing #1
Contractor Certification	X	
Performs Quality Control	X	
Daily Project Management		
Client Intake	X	X
Maintains Files	X	
Conducts Pre-Construction Conference	X	
Document Preparation	X	
Homeowner Applicant Liaison	X	
Conducts/Maintains Priority Rankings	X	
Inspection and Construction Management		
Obtains Required RRS Tests	X	
Performs Initial, Interim and Final Inspections with Punch List	X	
Conducts Lead Case Screenings	X	
Prepares Specifications & Estimates	X	
Procures Contractors with Owner	X	

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FUNCTION	CITY OF NEW PHILADLEPHIA	CITY OF UHRICHSVILLE
Inspection and Construction Management (Cont.)		
Conducts Pre-Bid Meeting	X	
Conducts Loan Closings and Recordings	X	
Recommends Payments	X	
Processes Payments	X	
Obtains Lead Test & Clearance	X	
Financial Management		
Coordination of Leveraged Funds	X	X
Manages Overall Grant Finances	X	
Prepares and Submits Draw Downs	X	
Prepares Purchase Orders	X	
Prepares Performance Reports	X	
Fair Housing		
Receives and Refers Fair Housing Complaints	X	
Provides Landlord & Tenant Information	X	
Distributes Brochures & Posters	X	
Conducts Informational Programs	X	
Post Grant Management		
Maintains Program Files	X	
Maintains Mortgages	X	X
Prepares Mortgage Releases	X	X
Manages Program Income	X	X
Responsible for Conflict Resolution	X	