

RESOLUTION APPROVING PARTNERSHIP AGREEMENTS BY AND BETWEEN ASHTABULA COUNTY AND THE CITIES OF ASHTABULA, CONNEAUT AND GENEVA FOR THE PY 2023 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP)

WHEREAS, Jake Brand, Director of the Ashtabula Co. Dept. of Planning and Development, has presented Partnership Agreements for the approval of the Board, to-wit:

Scope: Allows the County and the cities to apply together for the PY 2023 Community Housing Impact and Preservation Program (CHIP), as administered by the Ohio Department of Development, Office of Community Development. With these agreements, the County and the Cities can apply for more funding.

Term: these agreements remain in effect until the CHIP funds are expended and the funded activities are complete and closed out.

Cost: No cost to the county, grant funding shall be retained by Ashtabula County in the amounts specified below, to cover expenses associated with administration of the entities program component.

Parties: Ashtabula County, the Lead Entity, 25 W. Jefferson St., Jefferson, OH 44047

City of Ashtabula, a Cooperating Entity, 4717 Main Ave., Ashtabula, OH 44004
Not to exceed amount of \$12,500 from the \$350,000 budgeted amount

City of Geneva, a Cooperating Entity, 44 N. Forest St., Geneva, OH 44041
Not to exceed amount of \$16,000 from the \$300,000 budgeted amount

City of Conneaut, a Cooperating Entity, 294 Main St., Conneaut, OH 44030
Not to exceed amount of \$17,000 from the \$300,000 budgeted amount

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreements, as noted above, are approved in accordance with the copies now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2023-331

June 13, 2023

RESOLUTION APPROVING PARTNERSHIP AGREEMENTS BY AND BETWEEN ASHTABULA COUNTY AND THE CITIES OF ASHTABULA, CONNEAUT AND GENEVA FOR THE PY 2023 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP)

Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.

VOTE:

**Casey R. Kozlowski
Kathryn L. Whittington
J.P. Ducro IV**

**Aye
Aye
Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

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

This Agreement is hereby entered into this 13 day of June, 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.

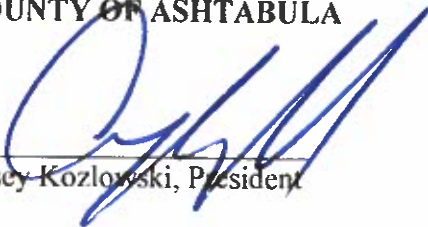
NOW, THEREFORE, BE IT RESOLVED THAT the above named parties do hereby mutually agree:

- 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

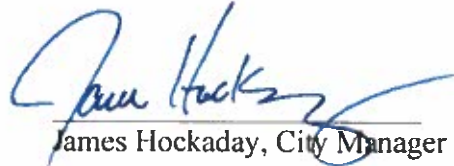


Casey Kozlowski, President

6-13-23

Date

CITY OF CONNEAUT



James Hockaday, City Manager

6-12-23

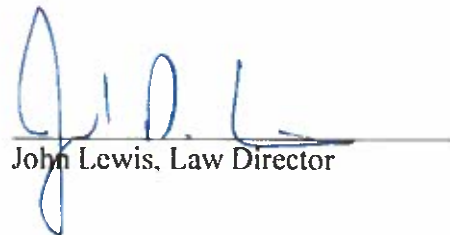
Date

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



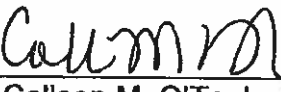
John Lewis, Law Director

Signature Page

Agreement Title:

Partnership Agreements with:
Ashtabula City
Conneaut City
Geneva City

Approved as to Legal Form Only:

By: 

Colleen M. O'Toole,
Ashtabula County Prosecutor

Contact: Lisa Hawkins, Clerk

Dated: 6/13, 2023

2023-LRI-0096

Reviewed by: June 12, 2023 on Christine Davis

PY 2023
COMMUNITY HOUSING IMPACT AND PRESERVATION
PARTNERSHIP AGREEMENT

This Agreement is hereby entered into this 13 day of June, 2023 by and between Ashtabula County, the Lead Entity, and the City of Ashtabula, 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.

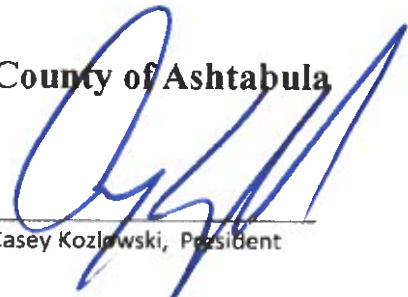
NOW, THEREFORE, BE IT RESOLVED THAT the above named parties do hereby mutually agree:

- 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, from the time of receipt, 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 Partnering Entity in the amount of \$25,500.00 from the \$350,000.00 budgeted amount for the City of Ashtabula 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 2021 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.

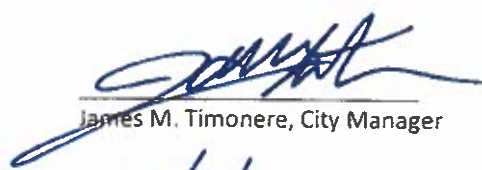
Section 12. That all parties signatories hereto do hereby agree to obligate themselves and comply with all federal and state laws, rules, and guidelines, as well as, any other guidelines adopted by ODSA.

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
6-13-23

Date

City of Ashtabula


James M. Timonere, City Manager
6/8/2023

Date

APPROVAL

Approved as to legal form and correctness in accordance with the City of Ashtabula, Ohio.

June 6, 2023

Date



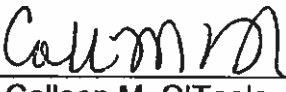
Cecilia Cooper, Law Director

Signature Page

Agreement Title:

Partnership Agreements with:
Ashtabula City
Conneaut City
Geneva City

Approved as to Legal Form Only:

By: 
Colleen M. O'Toole,
Ashtabula County Prosecutor

Contact: Lisa Hawkins, Clerk

Dated: 6/13, 2023

2023-LRI-0096

Reviewed by: June 12, 2023 on Christine Davis

PY 2023
COMMUNITY HOUSING IMPACT AND PRESERVATION
PARTNERSHIP AGREEMENT

This Agreement is hereby entered into this 13 day of June, 2023 by and between Ashtabula County, the Lead Entity, and the City of Geneva, 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 by 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, from the time of receipt, 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 \$16,000.00 from the \$300,000.00 budgeted amount for the City of Geneva 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

6-13-23

Date

City of Geneva



Joseph J. Varckette, City Manager

6-6-23

Date

APPROVAL

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

6-6-23

Date



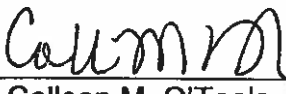
Gary Pasqualone, Law Director

Signature Page

Agreement Title:

Partnership Agreements with:
Ashtabula City
Conneaut City
Geneva City

Approved as to Legal Form Only:

By:  _____
Colleen M. O'Toole,
Ashtabula County Prosecutor

Contact: Lisa Hawkins, Clerk

Dated: 6/13, 2023

2023-LRI-0096

Reviewed by: June 12, 2023 on Christine Davis

ORDINANCE NO. 2023-86

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A PARTNERSHIP WITH THE COUNTY OF ASHTABULA TO FILE AN APPLICATION WITH THE OHIO DEVELOPMENT SERVICES AGENCY TO APPLY FOR COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP) GRANT FUNDS

WHEREAS, the daily operations of the City of Ashtabula and the City Manager's Department require the enactment of this legislation; and,

WHEREAS, the purpose of the Community Housing Impact and Preservation Program (CHIP) is to provide funds to communities on a comprehensive basis for housing related projects which provide improved housing, primarily for low and moderate income individuals, and related activities; and

WHEREAS, The City of Ashtabula, Ohio is eligible to file applications for funding under the Ohio CHIP Program; and

WHEREAS, due to increasing competition for CHIP grant funds and the State's encouragement of strategic partnerships and cooperative use of resources, there is a significant advantage to partnering with the County of Ashtabula as lead agency in a joint application for CHIP funds;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Ashtabula, Ohio:

SECTION 1. That the City Council of the City of Ashtabula, Ohio, authorizes the City Manager, to enter into a partnership with the County of Ashtabula for the purpose of making joint application for CHIP Program grant funds, and to execute a Partnership Agreement substantially identical to the copy attached hereto as an Exhibit

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and related to the passage of this Ordinance 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 Section 10 of the Municipal Charter of the City of Ashtabula, Ohio, and of Section 121.22 of the Ohio Revised Code.

SECTION 4. For the reasons stated in the preamble, this ordinance, if approved by the votes of five or more members of Council, shall take effect immediately, otherwise 30 days thereafter.

PASSED: June 5, 2023

John S. Roskovics
John S. Roskovics
President of Council

Vote:

Table with columns: Name, Yea, Nay. Rows: Roskovics, Speelman, Foglio, Crawford, Holman, Mills, Haines- DiGiacomo: Absent

ATTEST: McKenzie Burgan
McKenzie Burgan
Clerk of Council

APPROVED: James M. Timonere
James M. Timonere
City Manager

Approved as to form and correctness this 6 day of June, 2023.

Cecilia M. Cooper
Cecilia M. Cooper, City Solicitor

PY 2023
COMMUNITY HOUSING IMPACT AND PRESERVATION
PARTNERSHIP AGREEMENT

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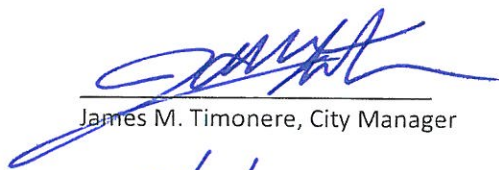
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County of Ashtabula

Casey Kozlowski, President

Date

City of Ashtabula



James M. Timonere, City Manager

6/8/2023
Date

APPROVAL

Approved as to legal form and correctness in accordance with the City of Ashtabula, Ohio.

June 6, 2023
Date



Cecilia Cooper, Law Director