

ORDINANCE NO. 114-25

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PARTNERSHIP AGREEMENT BETWEEN MEDINA COUNTY, OHIO AND THE CITIES OF BRUNSWICK, MEDINA AND WADSWORTH TO FILE AN APPLICATION FOR GRANT ASSISTANCE WITH THE OHIO DEPARTMENT OF DEVELOPMENT (ODOD) FOR A PY2025 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP) GRANT, AND DECLARING AN EMERGENCY.

WHEREAS: The State of Ohio, Department of Development (ODOD) has established the PY2025 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, Medina County and the cities of Medina, Brunswick and Wadsworth are each eligible for additional funds over and above the grant threshold for single applicants; and

WHEREAS: The partnership has designated Medina County, Ohio to be the Grantee applying to the Ohio Department of Development (ODOD) for funding under the PY2025 Community Housing Impact and Preservation Program (CHIP) Grant for funds to be used for housing improvements for low and moderate income homeowners in Medina County and the Cities of Medina, Brunswick and Wadsworth; and

WHEREAS: It is estimated that the total amount of eligible funding for Medina County is \$400,000, Brunswick \$300,000, Medina \$400,000, and Wadsworth \$350,000, making the total grant request \$1,450,000.00.

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 Medina County, the City of Medina, the City Brunswick and the City of Wadsworth to file an application for grant assistance from the Ohio Department of Development (ODOD) for a PY2025 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. Medina County, Ohio acknowledges that it will be responsible for the entire CHIP grant award, if funded.

SEC. 2: The City of Medina proposes to utilize the requested funds, if awarded, to carry out the following housing activities:

1. Private Owner Rehabilitation approximately **\$254,516**. Qualifying homeowners will be the owners of single-family, owner occupied structures that are in need of assistance to meet local code compliance and rehabilitation standards. Eligible

properties must be located in the City of Medina. All loans will be made at a 0% interest, completely forgivable after five years. Funding Source – HOME Funds.

2. Home Repair Assistance approximately **\$116,000**. Qualifying homeowners will be the owners of single-family, owner occupied structures that are in need of assistance to address one or two major health and safety items. Rental units are not eligible for home repair assistance. All improvements will be made with a grant. Funding Source – CDBG Funds.

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

SEC. 4: That it is 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 and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 5: That this Ordinance 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 Department of Development requirements and deadlines; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: June 9, 2025

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: June 10, 2025

SIGNED: Dennis Hanwell
Mayor

ORD 114-25

State of Ohio
PY2025 Community Housing Impact and Preservation (CHIP) Program
Partnership Agreement
Between
Medina County, Ohio and the Cities of Brunswick,
Medina, and Wadsworth, Ohio;

WHEREAS, Medina County (Grantee) will be submitting a PY2025 CHIP Grant Application to the Ohio Department of Development (ODOD) due June 25, 2025; and

WHEREAS, ODOD has determined that the Cities of Brunswick, Medina, and Wadsworth are eligible CHIP Program "Partner" participants within Medina County for the PY2025 funding round (Medina County, \$400,000; Brunswick, \$300,000; Medina, \$400,000; and Wadsworth, \$350,000); enabling Medina County to apply for a maximum total grant of \$1,450,000 for housing assistance to income eligible households; and

WHEREAS, without this partnership agreement, Medina County would have been eligible for only \$400,000 of CHIP Grant Funds; and

WHEREAS, Medina County and Cities of Brunswick, Medina, and Wadsworth support forming this partnership arrangement between Medina County and said cities for the PY2025 CHIP Grant Application;

WHEREAS, Medina County and the Cities of Brunswick, Medina, and Wadsworth reviewed and approved the PY2025 CHIP Partnership arrangement; and

WHEREAS, Medina County and the Cities of Brunswick, Medina, and Wadsworth agree to form a partnership for the purpose of applying for a PY2025 CHIP Grant Application; and

WHEREAS, Medina County has agreed to be the Grantee and Fiscal Agent for the entire PY2025 CHIP Grant and be responsible for the preparation of the PY2025 CHIP Application and for the administration of the grant in accordance with the CHIP rules and regulations as required by ODOD; and with the Cities of Brunswick, Medina, and Wadsworth as its Partners;

NOW, THEREFORE, Medina County and the Cities of Brunswick, Medina, and Wadsworth do hereby agree to the following terms of this PY2025 CHIP Partnership Agreement:

1. That Medina County will be responsible for the preparation of the PY2025 CHIP Grant Application due June 25, 2025, that will include the partnership arrangement between the County and the Cities of Brunswick, Medina, and Wadsworth as stipulated herein.

2. That Medina County will be the Grantee (recipient of the PY2025 CHIP Grant) with responsibility for and authority over the entire CHIP Program grant award including overall administration and implementation of the grant and solely responsible for regulatory compliance with terms of the grant agreement.
3. That this agreement will be in full force and effect for the duration of the PY2025 CHIP Grant Period which will be from December 1, 2025, until April 30, 2028, unless a grant extension is requested and approved, which will automatically extend this agreement.
4. That this agreement cannot be withdrawn or terminated by any parties while it remains in effect.
5. That Medina County and Cities of Brunswick, Medina, and Wadsworth agree that Medina County is the Grantee and may not transfer its liability. Subrecipient agreements are prohibited.
6. That through this partnership agreement, Medina County is eligible to apply for \$1,450,000 of CHIP Grant Funds that may include Federal Community Development Block Grant (CDBG), HOME Investment Partnership Program Funds (HOME), and State of Ohio Housing Trust Fund (OHTF) monies to fund CHIP activities, including private owner rehabilitation loans and home repair grants (see Partnership Agreement Budget Distribution, pg. 4; final numbers to be determined by ODOD based on available funding).
7. That for the PY2025 CHIP Grant, the Medina County CHIP Program Policies and Procedures Manual will be utilized for the administration of the grant.
8. As required by ODOD, Medina County and the Cities of Brunswick, Medina, and Wadsworth will use respective CHIP Program Income as leverage and in conjunction with the PY2025 Medina County CHIP Grant Application and Program, if funded. "Program Income" consists of loan proceeds (HOME and/or CDBG) repaid from previous CHIP Grant recipients.
9. That Medina County and the Cities of Brunswick, Medina, and Wadsworth agree and will endeavor to use each partners' CHIP Program Income within the respective jurisdictions; however, available CHIP Program Income may be expended outside each partners' jurisdictions if/as required to meet applicable ODOD grant requirements (program income is required to be expended prior to ODOD allowing CHIP Grant funds to be drawn);
10. That Medina County agrees to retain and track the use of CHIP Program Income deriving from said PY2025 CHIP Grant and use it to fund CHIP eligible housing activities in the Cities of Brunswick, Medina, and Wadsworth and throughout the Medina County CHIP Service Area.

11. That Medina County will provide copies of the ODOD CHIP status reports to the Cities of Brunswick, Medina, and Wadsworth and provide updates on program status throughout the grant period.
12. That Medina County will be the repository of all applicable PY2025 CHIP program records for monitoring purposes and agrees to retain all applicable records for the required time period from the date of grant completion, currently three years from the date of the ODOD Final Grant Closeout Letter.
13. That Medina County and the Cities of Brunswick, Medina, and Wadsworth agree to take actions necessary to assure compliance with the certifications 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.
14. That Medina County and the Cities of Brunswick, Medina, and Wadsworth agree that CHIP funds are prohibited for activities that do not affirmatively further fair housing within their own jurisdictions or that impede the Grantee's actions to comply with its fair housing certification. Noncompliance can, in turn, provide cause for funding sanctions or other remedial actions by the State of Ohio or U.S. Department of Housing and Urban Development (HUD).
15. That Medina County and the Cities of Brunswick, Medina, and Wadsworth do designate Kleinfelder, Inc. and its CHIP staff to be Representatives of the Local Public Agency (LPA) and that staff may be responsible for executing certain necessary CHIP contract documentation used for Private Rehabilitation and Home Repair; including, but not limited to, the HOME Written Agreement.

THE UNDERSIGNED REPRESENTATIVES OF THIS PY2025 CHIP PARTNERSHIP AGREEMENT HEREBY AGREE TO THE ABOVE STATED TERMS AND CONDITIONS ON RESPECTIVE DATES SET FORTH ON SIGNATORY PAGES.

SEE SIGNATORY PAGES.

PY2025
COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM
MEDINA COUNTY AND CITIES OF BRUNSWICK, MEDINA, AND WADSWORTH
CHIP PARTNERSHIP AGREEMENT BUDGET DISTRIBUTION

Medina County and the cities of Brunswick, Medina, and Wadsworth have partnered to provide citizens the opportunity to participate in the Community Housing Impact and Preservation (CHIP) Program. Detailed below is an outline of the partnership structure.

CHIP Grant Funds Planned Activities and Partnership Distribution:

The CHIP grant funds will be budgeted between the four (4) partners for use in each respective jurisdiction's CHIP service areas. The Cities' CHIP service areas extend to the respective corporation limits. Medina County's CHIP service area includes the entire County, to its limits.

The budget amounts shown in the Table below will be in effect for an initial period of nine (9) months (through September 2026), unless other arrangements are approved by the County and partnering cities, after which any remaining unspent grant funds will be available and expended throughout the partnering jurisdictions CHIP Program Service Area regardless of the original planned program budget.

PY2025 CHIP Activities Budget
(includes \$84,843.02 HOME Program Income)

Partnering Jurisdiction	Activity	Activity Budget	Outcomes
Medina County	Private Owner Rehabilitation	\$332,033	4
	Home Repair – Owner	\$145,000	5
Brunswick	Private Owner Rehabilitation	\$169,678	2
	Home Repair – Owner	\$87,000	3
Medina	Private Owner Rehabilitation	\$254,516	3
	Home Repair - Owner	\$116,000	4
Wadsworth	Private Owner Rehabilitation	\$169,616	2
	Home Repair - Owner	\$87,000	3
Total		\$1,360,843 (\$1,276,000 CHIP & \$84,843 PI)	26 Units

HOME Program Income from the following partners: Medina County \$24,731.85; City of Brunswick \$4,478.28; City of Medina \$44,216.89; and City of Wadsworth \$11,416

**SIGNATORY: PY2025 CHIP PARTNERSHIP AGREEMENT
MEDINA COUNTY BOARD OF COMMISSIONERS
MEDINA COUNTY, OHIO**

Aaron M. Harrison
President, Medina County
Board of Commissioners

Witness

Date: _____

Legal Form and Sufficiency

This PY2025 CHIP Partnership Agreement has been reviewed by the legal counsel of Medina County. The terms and provisions of said Agreement are fully authorized under State of Ohio and local law. This Agreement provides full legal authority for Medina County, as the PY2025 CHIP Grantee, through the Medina County Board of Commissioners, its governing body.

Approved as to Form and Sufficiency:

Medina County Prosecutor

Date: _____

**SIGNATORY: PY2025 CHIP PARTNERSHIP AGREEMENT
CITY OF BRUNSWICK, OHIO**

Carl DeForest
City Manager, City of Brunswick

Witness

Date: _____

Legal Form and Sufficiency

This PY2025 CHIP Partnership Agreement has been reviewed by the legal counsel of the City of Brunswick. The terms and provisions of said Agreement are fully authorized under State of Ohio and local law.

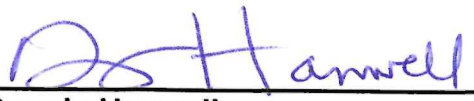
Approved as to Form and Sufficiency:

City Law Director

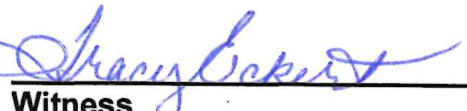
Date: _____

SIGNATORY:

**PY2025 CHIP PARTNERSHIP AGREEMENT
CITY OF MEDINA, OHIO**



Dennis Hanwell
Mayor, City of Medina




Witness

Date: June 10, 2025

Legal Form and Sufficiency

This PY2025 CHIP Partnership Agreement has been reviewed by the legal counsel of the City of Medina. The terms and provisions of said Agreement are fully authorized under State of Ohio and local law.

Approved as to Form and Sufficiency:



City Law Director

Date: 6-10-25

**SIGNATORY: PY2025 CHIP PARTNERSHIP AGREEMENT
CITY OF WADSWORTH, OHIO**

Robin L. Laubaugh
Mayor, City of Wadsworth

Witness

Date: _____

Legal Form and Sufficiency

This PY2025 CHIP Partnership Agreement has been reviewed by the legal counsel of the City of Wadsworth. The terms and provisions of said Agreement are fully authorized under State of Ohio and local law.

Approved as to Form and Sufficiency:

City Law Director

Date: _____