

ORDINANCE NO. 2022-024

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF FINDLAY, OHIO, TO PARTNER WITH HANCOCK COUNTY BY ENTERING INTO A PARTNERSHIP AGREEMENT FOR THE ADMINISTRATION OF THE COMMUNITY HOUSING IMPACT AND PRESERVATION (HEREINAFTER REFERRED TO AS "CHIP") PROGRAM FOR THE PURPOSE OF ADDRESSING LOCAL HOUSING NEEDS WITHIN HANCOCK COUNTY, OHIO, AND DECLARING AN EMERGENCY.

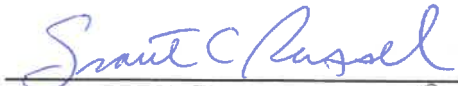

WHEREAS, Council and the Administration have reviewed such proposal and do desire to ratify and adopt said agreement.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Findlay, State of Ohio, two-thirds (2/3) of all members elected thereto concurring:

SECTION 1: That the Mayor be and she hereby is authorized to partner with Hancock County by entering into a Partnership Agreement for the administration of the Community Housing Impact and Preservation Program, a copy of said draft agreement is attached hereto and made a part hereof as though fully rewritten herein, marked "Exhibit A".

SECTION 2: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the inhabitants of the City of Findlay, Ohio, and for the further reason it is immediately necessary to enter into said partnership with Hancock County, and also enter into said agreement with CHIP, so that various housing needs of low to moderate income residents of Hancock County may be addressed,

WHEREFORE, this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.


PRESIDENT OF COUNCIL Pro-Tem

Acting MAYOR

PASSED: April 19 2022

ATTEST: Denise DeVore
CLERK OF COUNCIL

APPROVED: April 19, 2022

Community Housing Impact and Preservation Partnership Agreement

between

Hancock County and City of Findlay

WHEREAS, Hancock County and City of Findlay (Partners) wish to address various housing needs of low and moderate income residents of the county and cities; and

WHEREAS, the State of Ohio, Department of Development, Office of Community Development (OCD) provides financial assistance to local governments under its Program Year 2022 (PY22) Community Housing Impact & Preservation (CHIP) program for the purpose of addressing local housing needs; and

WHEREAS, the Partners are eligible to apply for CHIP funds from the State of Ohio;

WHEREAS, OCD encourages local CHIP eligible communities to request funds as Partners in one application; and the Partners desire to file a combined application under the CHIP Program to receive financial assistance to address needs, prioritized by the local Housing Advisory Committee;

NOW, THEREFORE, the Partners hereby agree to the following terms of this Partnership Agreement (Agreement):

1. Hancock County has agreed to serve as the single applicant for funds and subsequent Grantee responsible for administering the CHIP grant, if funded.
2. Hancock County is responsible for submitting the CHIP grant application in cooperation with the City of Findlay, including procuring an administrator who shall conduct the detailed tasks of the planning process.
3. Hancock County agrees to implement the PY22 CHIP, if funded, in compliance with Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Ohio Housing Trust Fund (OHTF) requirements, the State of Ohio Consolidated Plan, the CHIP program guidelines, and this Agreement.
4. This Agreement applies to any funds awarded from the State of Ohio PY22 CHIP program. This Agreement remains in effect until the CHIP funds are expended and the funded activities completed and closed out. The Partners cannot terminate or withdraw from this Agreement while it remains in effect.

5. The Partners acknowledges the maximum CHIP fund request is \$750,000, as follows:
 - Hancock County: \$400,000
 - City of Findlay: \$350,000The Partners understand funding amounts are an estimate based on PY21 CHIP application instructions.
6. The Partners acknowledge the funding request can be revised based on recommendations of the Hancock County Housing Advisory Committee (HAC) and partner's consensus or changes once the PY22 CHIP application instructions are released.
7. The Partners agree that once the funding request and activities are determined based on the HAC recommendations, they will sign a Partnership agreement attachment. This document will be made a part of this agreement at that time.
8. The Partners mutually agree to comply with all current Office of Community Development Programs Program Policy Notices.
9. Partners understands the amount of funds awarded to any or all jurisdictions may be less than the request.
10. The Partners will arrive at a funding decision, prior to submission of the PY22 CHIP application based on program income commitments or other resources leveraged.
11. The City of Findlay approves the grantee to direct the administrator to commit activity funds, proportional to the jurisdictional totals in #5, and to adjust proportionally relative to the percentage allocated of the grant award.
12. This Agreement does not contain a veto provision or other restriction that would allow any party to obstruct the implementation of the CHIP, during the PY22 CHIP grant period.
13. The City of Findlay agrees to provide information to the Grantee for reporting purposes.
14. All program and financial records will be retained by the Grantee after the financial closeout is complete.
15. The Partners agrees to adopt the Hancock County CHIP Policy and Procedures Manual, and any future amendments and shall apply these policies to any activities conducted under the PY22 CHIP.
16. The Partners agree any mortgages expected to generate program income will be prepared as follows: Any mortgages expected to generate program income will be prepared by the County and administrator and the County shall be the lien-holder for any property assisted. The County shall receive subsequent program income and reporting and expenditure of any such program income shall become the responsibility of the County.
17. Partner agrees to the following selection criteria, for funded activities:
 - Home Repair applications will be first-come, first-serve within each Partner's jurisdiction first, and then, if funding remains on October 30, 2024, within the grant service area.
 - Rehabilitation applications will be ranked according to the Hancock County Policy and Procedure Manual, which state each Partner's jurisdiction first and then, if funds remain uncommitted on April 30, 2024, within the grant service area.

- Tenant Based Rental Assistance (TBRA) applications will comply with the local housing authority selection process.
18. The Partners agree to the following finance mechanism, for funded activities:
- Owner-occupied home repair will be provided as a grant.
 - TBRA will be provided as a grant.
 - Owner-occupied rehabilitation will be provided as a five-year deferred/declining, forgivable loan.
 - Rental rehabilitation will be provided as a loan, 100% forgivable after the affordability period (see OCD policy Notice 21-02), with owners providing up to 50% match on hard costs.
 - Rental repair will be provided as a loan, 100% deferred/declining (50% annually), two-year term, forgivable loan, with owners providing up to 50% match on hard costs.
19. The Partners agree the following table represents the responsibilities of partner tasks to be undertaken by one or more Partners directly, through cooperation, or by contract:

Task	Hancock County	City of Findlay	Administrator
X=primary role			
Y=support/cooperate			
Procure Administrator	X	Y	
Convene HAC	X	Y	X
Designate OCEAN Program roles	X		
Sign/authorize application submission	X		
Manage grant fund administration	X		X
Provide on-going oversight of administrator as detailed in administrative contract	X		
Receive and manage program income	X	X	Y
Pay contractors/vendors	X		Y
Prepare/file reports	X		X
Retain all grant records for auditing/monitoring	X		Y

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Agreement Between Hancock County and the City of Findlay for the application and Administration of the PY22 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation # _____ and dated _____, 2022.

GRANTEE:

Hancock County Commissioners, Grantee
514 South Main Street
Findlay, OH, 45840
Phone# 419-424-7094

Name: _____
Michael Pepple, Commissioner

Date: _____

Witness to Grantee
Name: _____

Date: _____

Approved to Form:

Name: _____
Hancock County Prosecutor

Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Agreement Between Hancock County and the City Findlay for the application and Administration of the PY22 Community Housing Impact and Preservation (CHIP) Program and authorized by the Partner with the authorizing legislation # _____ and dated _____, 2022.

PARTNER:

City of Findlay, Partner
318 Dorney Plaza
Findlay, OH 45840
Phone# 419-424-7137

Name: _____
Christina Muryn, Mayor

Date: _____

Witness to Grantee
Name: _____

Date: _____

Approved to Form:

Name: _____
Findlay Law Director

Date: _____