

**ORDINANCE NO. 2024-053**

**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 Community Housing Impact and Preservation 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  
  
\_\_\_\_\_  
MAYOR

PASSED: April 16, 2024

ATTEST: Denise DeVore  
CLERK OF COUNCIL

APPROVED: April 16, 2024

## **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 Enhancement (OCE) provides financial assistance to local governments under its Program Year 2024 (PY24) 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**, OCE 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 PY24 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 PY24 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: \$350,000
6. The Partners understand funding amounts are an estimate based on PY23 CHIP application instructions.
7. 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 PY24 CHIP application instructions are released.
8. 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.
9. The Partners mutually agree to comply with all current Office of Community Enhancement Programs Program Policy Notices.
10. Partners understand the amount of funds awarded to any or all jurisdictions may be less than the request.
11. The Partners will arrive at a funding decision, prior to submission of the PY24 CHIP application based on program income commitments or other resources leveraged.
12. 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.
13. 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 PY24 CHIP grant period.
14. The City of Findlay agrees to provide information to the Grantee for reporting purposes.
15. All program and financial records will be retained by the Grantee after the financial closeout is complete.
16. 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 PY24 CHIP.
17. 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.

18. Each partner with uncommitted balances of housing program income funds will make a separate written commitment of those funds.
19. Per OCD Policy 15-04 the Grant Administrator will expend program income within the jurisdictions prior to grant funds when available, until the dates listed in #21.
20. If program income remains on the dates in #21, expenditure will follow the selection criteria and schedule as outlined in #21.
21. 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, 2026, 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, 2026, within the grant service area.
  - Tenant Based Rental Assistance (TBRA) applications will comply with the local housing authority selection process.
22. The Partners agree to the following finance mechanism, for funded activities:
  - Owner-occupied home repair will be as 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 OCE 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.

23. 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:

<b>Task</b>	<b>Hancock County</b>	<b>City of Findlay</b>	<b>Administrator</b>
<b>X=primary role</b>			
<b>Y=support/cooperate</b>			
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 PY24 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation # ordinance and dated April 16, 2024. 2024-053

**GRANTEE:**

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

Name: \_\_\_\_\_  
Timothy Bechtol, 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 PY24 Community Housing Impact and Preservation (CHIP) Program and authorized by the Partner with the authorizing legislation # \_\_\_\_\_ and dated \_\_\_\_\_, 2024.

**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: \_\_\_\_\_