

**ORDINANCE NO. 2020-034**

**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 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  
*Christina M. Mueyr*  
\_\_\_\_\_  
MAYOR

PASSED: March 3, 2020

ATTEST: Denise DeVore  
CLERK OF COUNCIL

APPROVED: March 3, 2020

## **Community Housing Impact and Preservation Partnership Agreement**

**between**

### **Hancock County and City of Findlay**

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

**WHEREAS**, the State of Ohio, Development Services Agency, Office of Community Development (OCD) provides financial assistance to local governments under its Program Year 2020 (PY2020) 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 PY2020 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 PY2020 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

The Partners understand funding amounts can be revised based on recommendations of the Hancock County Housing Advisory Committee (HAC) and partner's consensus.

6. The Partners mutually agrees to comply with Office of Community Development Programs Program Policy Notices: OCD 15-01, Responsibility for Grant Administration; 15-02, Procurement of Grant Administration Services; 15-03, Finance Mechanisms; 15-04, Program Income Policy; 17-02, National Objective Guidance; 17-03 Environmental Review Procedures for Mult-Year Activities and Supplemental Assistance; 18-01, Grant Operations & Financial Management Policy; 15-07, Resolving a Potential Conflict of Interest; and CHIP Outcomes Clarification notice dated March 18,2019.
7. Partners understands the amount of funds awarded to any or all jurisdictions may be less than the request.
8. The Partners will arrive at a funding decision, prior to submission of the PY2020 CHIP application based on program income commitments or other resources leveraged.
9. 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.
10. 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 PY2020 CHIP grant period.
11. The City of Findlay agrees to provide information to the Grantee for reporting purposes.
12. All program and financial records will be retained by the Grantee after the financial closeout is complete.
13. 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 PY2020 CHIP.
14. 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.
15. 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 March 30, 2022, within the grant service area.
  - Rehabilitation applications will be ranked according to the Hancock County's Policy and Procedure Manual, which states each Partner's jurisdiction first and then, if funds remain uncommitted on October 31, 2021, within the grant service area.

- Habitat for Humanity (Habitat) participants will be selected through the Habitat application process and additionally satisfy all applicable CHIP program requirements, including HOME rules and regulations.
- Tenant Based Rental Assistance (TBRA) applications will comply with the local housing authority selection process.

16. 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 declining, partially forgivable loan with twenty percent (20%) remaining due and owing, whenever the home is sold, rented or transferred.
- Habitat will be provided as a ten-year fully forgivable loan.
- Rental rehabilitation will be provided as a loan, 100% forgivable after ten years, with owners providing up to 50% match on hard costs.
- Rental repair will be provided as a loan, 100% forgivable after two years, with owners providing up to 50% match on hard costs.

17. 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> X=primary role Y=support/cooperate	<b>Hancock County</b>	<b>City of Findlay</b>	<b>Administrator</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 PY2020 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation # \_\_\_\_\_ and dated \_\_\_\_\_, 2020.

**GRANTEE:**

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

Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Mark Garzarek, Commissioner

Witness to Grantee Signatures: \_\_\_\_\_  
Date: \_\_\_\_\_

**Approved to Form:**

Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Hancock County Prosecutor

**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 PY2020 Community Housing Impact and Preservation (CHIP) Program and authorized by the Partner with the authorizing legislation # ordinance No. 2020-034 and dated March 3, 2020.

**PARTNER:**

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

Name: Christina M. Muryn  
Date: 3/3/2020  
Christina Muryn, Mayor

Witness to Partner Signature: DeVise DeVore  
Date: 3/3/2020

**Approved to Form:**

Name: [Signature]  
Date: 3/3/2020  
Findlay Law Director