

**ORDINANCE NO. 100-19**

**AN ORDINANCE AUTHORIZING THE PAYMENT TO JEN MET CONSTRUCTION LLC FOR THE PRIVATE HOME REHABILITATION AT 3877 MILLER DRIVE BRUNSWICK, OHIO AS PART OF THE PY18 CHIP GRANT PROGRAM, AND DECLARING AN EMERGENCY.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:**

**SEC. 1:** That the payment of \$25,545.00 is hereby authorized to Jen Met Construction LLC for the private home rehabilitation at 3877 Miller Drive, Brunswick, Ohio as part of the PY18 CHIP Grant Program, Activity #AC-18-06.

**SEC. 2:** That the funds to cover this payment in the amount of \$25,545.00 are available in Account No. 139-0458-52215.

**SEC. 3:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

**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 not delay payment to the contractor; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** July 8, 2019

**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** July 9, 2019

**SIGNED:** Dennis Hanwell  
Mayor

# HOME Written Agreement ORD 100-19

*as required by 24 CFR 92.254*

This agreement is to ensure the requirements of the US Department of Housing and Urban Development HOME Rule are governed and met. Funds for this project are passed from US Department of Housing and Urban Development to the State of Ohio onto Medina County and awarded to the below stated homeowner for the purpose of Private Owner Rehabilitation.

This agreement is between the homeowner(s), Alan G. Jr. and Dawn A. Sibits, and the City of Medina to commit HOME funds for the purpose of Private Rehabilitation thru the Community Housing Impact and Preservation (CHIP) Program.

The amount of assistance for Private Owner Rehabilitation is in the amount of Twenty Five Thousand Five Hundred Forty Five and 00/100 Dollars (\$25,545.00) in the form of a deferred/declining loan funded with HOME (source of funds). These funds are to complete rehabilitation to the property located at: 3877 Miller Drive, Brunswick OH 44212, and legally described, to wit:

***Legal Description of property:***

Situated in the City of Brunswick, County of Medina, State of Ohio, and is described as follows:  
And known as being part of Original Brunswick Township Lot No. 4, Tract No. 2 bounded and described as follows: Beginning at a stone at the Southeast corner of Lot No. 4: thence North 0 degrees 04' East, on the East line of Lot No.4, and the center of Count Road 172, a distance of 220.17 feet to an iron pin; thence North 89 degrees 48' West, on the center line of a 50.0 Private Road, a distance of 368.00 feet to a point which is the principal point of beginning; thence North 0 degrees 04' East through an iron pin 25.0 feet to an iron pin in the South line of Grand View Allotment; thence North 89 degrees 48' West on the South Line of Gran View Allotment, a distance of 108.00 feet to an iron pin; thence South 0 degrees 04' West, through an iron pin, 25.0 feet from the center of the Private Road, a distance of 220.17 feet to a point; thence South 89 degrees 48' East, on the center of said 50.0 foot Private Road, a distance of 108.0 feet to the principal place of beginning, be the same more or less but subject to all legal highways.

Parcel Number: 03-188-32-197

Now better known as the whole of Sublot 4 of the Miller Allotment as recorded in the Medina County Recorders Records in Plat Book 8, page 19

**REQUIREMENTS:** (Initial each requirement as it is reviewed and understood)

AV **Income.** I/we understand I qualify for assistance thru the CHIP Program based on my income and certify I have disclosed all sources of income. This information, however, will remain confidential and will not be disclosed to the news media or other third parties. I/we further understand that my name, address and total amount of rehabilitation assistance will be subject to public disclosure since public funds are being utilized to rehabilitate my property. **PENALTY FOR FALSE OR FRAUDULENT STATEMENT:** U.S.C. Title 18, Sec1001, provides: "Whoever, in any matter within the jurisdiction of any Department of Agency of the United States knowingly and willfully falsifies...or makes any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both."

AV **After-Rehabilitation Value:** I/we understand the After-Rehabilitation Value of my home cannot exceed 95 percent of the median purchase price. If the after-rehab value would exceed this price, the property would not be eligible for the CHIP Program.

AV **Affordability Period** per HUD 24 CFR 92.254  
Home Investment = \$25,545.00  
Your affordability period will be 5 years

AV **Deferred LOAN/Declining GRANT:** You are receiving assistance from the CHIP Program for the purpose of rehabilitating your primary residence to make it safe and decent. These funds are in the form of a combination Deferred LOAN/Declining GRANT. The Grant will decline evenly over the declared affordability period above. The Loan for Fifteen percent of the rehabilitation funds spent will not decline and will be due back to the City of Medina. These funds will be due the day the term(s) of this agreement are no longer being met.

AV **Deferred (15%):** \$ 3,831.75 (Will not decline, will always be due)  
AV **Declining (85%):** \$21,713.25 (See Promissory Note for schedule of decline)

AV **Principle Residence** for the term of the affordability period. The day this is no longer your principle residence, the term of this agreement is void and payment shall be due.

AG **Taxes and Insurance:** I/we further agree as follows: To pay all taxes, assessments and other charges that may be assessed against the property as they become due and payable; to keep the buildings and improvements upon the premises hereinabove described insured against loss by fire and windstorm by extended coverage insurance and against such other hazards and liabilities as are commonly insured against by owners of similar property in City of Medina, Ohio in reasonable amounts in companies approved by City of Medina and to pay premiums therefore and deliver said policies to the County as so requested.

AG **Work Specifications:** I/we agree that the attached work specifications are the only items to be addressed during the course of this agreement. I/we have reviewed the specifications with the rehabilitation specialist and the contractor. I am/we are fully aware of the scope of the proposed work. No changes shall be made without an executed change order.

AG **Standards:** I/we understand that the intent of the work performed shall be to conform with the Lead Safe Housing Requirements, The Residential Rehabilitation Standards, The Ohio Building Code (where applicable), and any local codes. When items that may have a direct impact on the health and safety of occupants are not a specific requirement of the aforementioned codes, they shall also be addressed. These codes shall not supersede HUD's HOME regulations for eligible/ineligible activities.

AG **Project Completion:** I/we understand the expected date for completion shall be 90 days from the date of signing.


AG **Monitoring:** I/we understand and agree upon future inspections by the CHIP Office Staff and/or the State of Ohio for the purpose of monitoring by the State of Ohio Representatives.

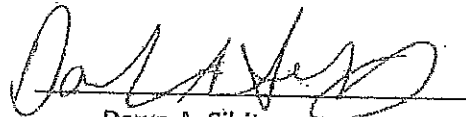
AG **SUBORDINATION:** I/we understand a mortgage will be placed on my property for the amount of the Deferred loan and declining grant. This loan will remain until the Declining Grant has met the affordability period or been paid in full AND the deferred loan has been paid in full. All subordination requests will be reviewed by the CHIP staff to assure compliance with the County's Subordination policy. However, the subordination guidelines must be met for a subordination to be consider.

AG **Duration of the Agreement:** This agreement shall remain in effect until the Declining Grant has met the affordability period or been paid in full AND the deferred loan has been paid in full. If one of the terms of the agreement have been violated, the mortgage shall be come due immediately. Upon payment to the Medina County Commissioners, this agreement will be released.

~~Repayment~~ of this agreement will be made to the City of Medina and capped as to what is available out of "net proceeds". The funds will be maintained as Program Income and will be used for additional eligible activities thru the CHIP Program.

IN WITNESS WHEREOF, this note has been duly executed by the undersigned this 11<sup>th</sup> day of June, 2019

  
Alan G. Sibits, Jr.


  
Dawn A. Sibits

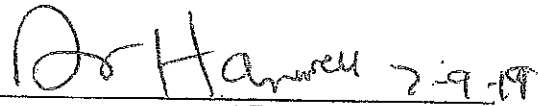
STATE OF OHIO  
COUNTY OF MEDINA, ss:

Before me, a Notary Public for the State of Ohio, appeared the above named Alan G. Jr. and Dawn A. Sibits who acknowledged that They signed the foregoing instrument and that the signing was a free act.

IN TESTIMONY WHEREOF, I HAVE HERETO SUBSCRIBED MY NAME AND AFFIXED MY SEAL THIS 11 DAY OF June 2019

My Commission Expires;

  
Malinda K. Freeman, Notary Public

  
Dennis Harwell,  
Mayor, City of Medina

*This instrument prepared by the Ohio Regional Development Corp.*



**Malinda K. Freeman**  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
July 14, 2019