

HOME Program - Accessibility Project

Parma Community Development Department
5517 State Road
Parma, Ohio 44134
(216) 661-7372 • (216) 661-7207



REIMBURSEMENT AGREEMENT

This agreement entered into this _____ day of November, 2023, by and between the City of Parma and Maximum Accessible Housing-West, an eligible housing provider, hereinafter referred to as the "Applicant".

WHEREAS, the agreement is made pursuant to a program of the City of Parma known as the HOME Program, under which the City utilizes Federal HOME funds to initiate projects that improve housing access, housing affordability, and handicapped accessibility within the city of Parma, and;

WHEREAS, the applicant intends to install automatic door openers for twenty-nine (29) residential multi-family apartments and four (4) in common areas in the building known as Pine Tree Vistas, located at 6905 Ridge Road, Parma, Ohio; and

WHEREAS, the applicant has placed on file with the City a detailed description of the proposed renovation, inclusive of materials, cost estimates, and design which have been reviewed by the City and its committees, and deemed reasonable and appropriate.

NOW THEREFORE, the parties hereto agree as follows:

1. The applicant agrees to improve and or renovate the building or property in accordance with the plans presented and approved by the City, in compliance with all acceptable codes, regulations and requirements. No variations from the approved plans shall be made unless the Applicant has approval for the variance from the City.
2. The renovation shall be completed no later than **April 1, 2024** unless a written extension is granted by the City for good cause shown.
3. The renovation shall be deemed complete when the City has inspected and found the renovation to be in compliance with all codes, regulations and detailed descriptions on file, as evidenced in writing through the issuance of a Building Department approval (green tag).
4. Upon request of the City, the applicant agrees, within ten (10) days of the request, to provide copies of the contractor estimates, Invoices, and canceled check(s) for improvements relating to the approved project.
5. Upon completion of the renovation and compliance of the renovation, and compliance with the terms and conditions specified herein, the City shall reimburse the Applicant the sum of \$90,000 with the estimated total project cost \$108,185.00. The city shall provide the reimbursement payment no later than thirty (30) days from Project approval.
6. Upon the date of completion of the renovation, the Applicant agrees to begin and sustain a five (5) year regular on-going maintenance program to the property. Specifically, the Applicant agrees to maintain the renovations made under the Agreement. Normal efforts will be taken by the Applicant to maintain any improvements associated with the renovation, as well as general property maintenance subject to periodic inspection by the City.



7. In the event that change is desired in the overall design relating to the subject renovation project after design approval, the Applicant will be required to submit the requested alteration for further review and approval by the City before any changes are made.
8. The Applicant agrees that if the Applicant fails to abide by the terms and conditions of the agreement, the applicant shall be responsible for any and all costs associated with the renovation, and any financial assistance provided by the City under this Agreement must be repaid to the City.
9. The Applicant agrees to indemnify and hold harmless the City and its employees for any and all liability associated in any way with the renovation project which is the subject of this Agreement and shall defend the City or its employees at the expense of the Applicant for any claims or actions brought against the City or its employees as the result of the renovation project which is the subject of this Agreement and shall pay any and all costs, legal fees and judgments associated therewith.
10. In making the renovation, or in causing the renovation to be made, the Applicant shall adhere to all applicable federal regulations.
11. The Applicant agrees to follow all HOME Program Guidelines per agreement and herein attached to this Reimbursement Agreement.
12. Project addendums and/or change orders will require written authorization from the Department of Community Development. All addendums and/or change orders will be reimbursed only at the discretion of the Department of Community Development.
13. All legal matters related to this contract shall be processed within the jurisdiction of the City of Parma, Ohio and Cuyahoga County, Ohio.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date and year first above mentioned.

By:

Maximum Accessible Housing-West

Date

Approved By:

Community Services/Economic Development Director
Erik Tollerup

Date