

City of Hutchinson 2020 Community Development Block Grant Housing Rehabilitation Plan

The United States Department of Housing & Urban Development (HUD) allocates funds used by the Kansas Department of Commerce for the Community Development Block Grant (CDBG) Housing Rehabilitation program. The City of Hutchinson has been awarded a \$240,000 CDBG grant from Commerce for the purpose of housing rehabilitation within the target area. The maximum amount of CDBG federal grant funds to be spent on rehabilitation is \$25,000 per unit. Private match is encouraged to fill the gap in financing if a rehabilitation will exceed this threshold. This program is designed to provide housing rehabilitation for low- to moderate income individuals who own (or rent) a housing unit within the target area.

Applicants will be screened and rated in accordance with eligibility criteria as set out in this Housing Rehabilitation Plan.

1. The target area is defined as: *an area bounded by Main street on the east, 6th Street to the South, Adams street on the west, and the south side of 8th Street to the North.*

ELIGIBILITY REQUIREMENTS

Only property located within the target area is eligible for rehabilitation. To qualify, total household income for all individuals 18 years or older living in the home must be less than the low- to moderate income guidelines set by HUD for Hutchinson, Reno County, Kansas. The eligible home must be the primary residence of the applicant for owner-occupied units. For rental units, the renter must be income qualified. If the owner of the rental unit is income-qualified, the City will pay 85 percent of the rehabilitation and the Owner will be responsible for 15 percent. If the owner is above income guidelines, he/she must contribute 25 percent of the rehabilitation cost. The owner of the unit must also sign a rent-freeze agreement for a three-year period.

The total household income (income from all sources of family members over 18 years of age) must be less than the following income limitations:

No. In Household	LMI Income
1	\$34,450
2	\$39,400
3	\$44,300
4	\$49,200
5	\$53,150
6	\$57,100
7	\$61,050
8	\$64,950

Note: The LMI income limits will always use the most current income requirements as established by HUD.

1. The real property taxes and utilities must be current for all properties.
2. Hazard insurance naming the City as an additional insured in at least the amount of the rehabilitation contract will be required. If repairs are necessary to obtain the hazard insurance, then evidence is required showing that coverage will be provided upon completion of the rehabilitation.
3. The applicant must have owned the unit prior to the grant award, January 17, 2020.

VERIFICATION OF ELIGIBILITY

All income information will be kept confidential. Applicants must qualify as low- to-moderate income (LMI) prior to the time the inspection for rehabilitation is conducted. Re-verification will be required if a new income tax return has been filed prior to inspection. Also, re-verification will be required if 6 months has lapsed and rehabilitation has not yet begun.

Adjusted Gross Income from the latest years IRS 1040 will be used for income verification. All income tax returns will need to be included for anyone in the household over 18 that are not attending school. The most recent tax return must be used – NO EXCEPTIONS.

NET ASSETS

1. Additionally, the household residents cannot have access to net assets exceeding \$100,000, excluding primary residence, personal vehicle, and household goods.
2. Personal financial statements that list the assets and liabilities of each household member over 18 will be required.
3. Net assets will be the difference between the fair market value of the asset and the liabilities against it.
4. The applicant will be responsible for providing loan balances from the lender in writing or grant permission to the City to obtain.
5. Assessed valuation of the property from the real and personal property tax rolls may be used as a comparison for the value listed for real and personal property assets.
6. Livestock and harvested crops will be valued at current market prices.

TYPES OF FINANCIAL ASSISTANCE

1. Households who income-qualify will be awarded CDBG Housing Rehabilitation funds in the form of a soft or deferred loan for the full amount of the rehabilitation costs or the maximum allowed under CDBG guidelines, whichever is less, for a three-year period.

2. A soft loan may be forgiven and considered a grant if all contractual agreements are followed.
3. The homeowners are required under CDBG guidelines to enter into a contractual agreement with the City, which will place a lien against the rehabilitated property for a three-year period to meet the guidelines as set out by the Housing Rehabilitation Plan.
4. The agreement will also stipulate that the unit must be the homeowners' primary residence (unless a rental agreement has been signed), kept and maintained in a standard condition.
5. If within the three-year lien period the homeowner should move from the housing unit, it's allowable to sell to a low- to-moderate income person, who will occupy the unit as the primary residence and will assume the balance of the prorated lien. The City must verify the income of the person intending to purchase the home, or if the home is sold to someone other than a low- to-moderate income individual, the cost of the rehabilitation will be prorated and must be paid back into the City's Housing program by the homeowner. Proration example is shown below.
6. If a homeowner dies within the three-year lien period and has no spouse, the home may be sold or rented to a low- to-moderate income household. If sold or rented to a non-LMI family, the homeowner's estate must pay back the prorated amount on the lien. For example, if the home is sold in the 13th month following completion of the rehabilitation, then 12/36 or 1/3 of the loan would be forgiven and the homeowner's estate would repay 2/3 of the original amount.

APPLICATION SELECTION CRITERIA

First-Come/First-Served

A public meeting will be held to review and explain the application and grant program. Applications must be turned in to City Hall during business hours or by mail or will be taken at City Hall Monday through Friday between 8 a.m. and 5 p.m. Applications will be accepted on a first-come/first served basis with priority being given to applications received on or before **May 1, 2020** and applicants who submitted pre-applications. Applications received after this date will be processed only if grant funds are still available and will be selected by the following ranking system. If more applications are received than can be served, they will also be determined by the following ranking system. Individuals having received a Housing Rehabilitation grant in the past are not eligible.

Ranking System

Applicants receiving the highest number of points receive first consideration and then in descending order. In the case of equal points the earliest application filing date will serve as the tiebreaker. Points will be awarded as follows:

	Household Characteristics	Points
1	Less than 70% of the maximum income limit	5
2	Submitted a Pre-Application	5
3	Handicapped/disabled person in the household	5
4	Elderly, 62 years of age or older person in the household	5
5	Single Head of Household with dependent children	5
6	Each dependent in household under 18	2 each

STANDARDS FOR IMPROVEMENTS

This program does not consist of remodeling or cosmetic repairs. The goal of the Housing Rehabilitation program is to add twenty years to the useful life of the housing unit. Housing rehabilitation activities will include only the repairs necessary to meet the Housing Quality Standards (HQS) defined by the Housing Rehabilitation program as determined by the Housing Inspector. Housing units considered for rehabilitation must meet the definitions of a substandard unit and must be suitable for rehabilitation.

“Substandard” is defined as a housing unit that does not adequately meet Housing Quality Standards criteria set for the following: Building Exterior (foundation, roof, gutters, doors, windows, and insulation), Heating System, Plumbing System, Electrical Systems/Appliances or Building Interior (ceilings, walls, floors, doors, ventilation, smoke detectors)

“Suitable for Rehabilitation” is defined as a substandard house for which it is technically and financially feasible to restore it to a standard condition, given the funding limits of the program.

Emergency repairs and handicapped accessibility items may be addressed on a case-by-case basis at the discretion of the Housing Commission and City Council following the CDBG guidelines. Emergency repairs must be verified by the City’s Housing Inspector and must cause an immediate and overwhelming threat to the home’s occupant. The emergency repair must be brought to code standards.

Only one grant per house may be awarded.

LIMITED/INELIGIBLE ACTIVITIES

The following activities are limited to the identified restrictions:

1. **Mobile Homes.**

Mobile homes will not be considered for rehabilitation under this program.

2. **Rental Units.**

Rental units are eligible if:

- a. Tenant is documented to be LMI.
- b. If property owner is documented to be LMI, an 85 percent grant may be allowed.

- c. If property owner is documented to be non-LMI, property owner must provide at least 25 percent matching funds.
- d. The property owner must sign an agreement that all tenants renting this property within the three (3) years from the date of this agreement will have an income that does not exceed the most recently published Department of Housing and Urban Development (HUD) Section 8 LMI guidelines.
- e. The property owner of the unit must also sign an agreement indicating that the monthly rental payment will not exceed the current monthly, or the Fair Market Rents (FMR) as published annually by HUD or a three-year period after the rehabilitation is complete.
- f. The property owner of any rental unit receiving CDBG grant funds for rehabilitation also agrees to allow the City of Hutchinson or its appointed representative access to the property to perform an annual HQS inspection, for a minimum of the 3 years after the rehab work is finished. Any HQS deficiencies discovered during the annual inspection will need to be brought into compliance at the landlord's expense.

3. Self-Help.

- a. The City will not allow self-help projects. In the event that the inspector determines the home cannot be rehabilitated for the CDBG Housing Rehabilitation Limits and/or all bids on a home are above the maximum, the applicant would be permitted to accomplish part of the work, and then the property may be re-evaluated/re-bid after the applicant's work was finished if funding is still available;

4. Living Trust

- a. Applicants meeting all other eligible criteria, and who currently reside on a property with a title held by a Living Trust, are eligible for a rehabilitation soft or forgivable loan.
- b. Income eligibility is determined by the income of the person residing at the property.
- c. The holder of the deed will be required to sign all grant documents.
- d. A property held as a Living Trust must be considered as a tenant and handled as such.

The following activities are considered ineligible:

- 5. Homes located in a flood plain are not eligible.
- 6. Homes being purchased under a contract for deed are not eligible.
- 7. Homes held in life estates are not eligible.
- 8. Remodeling or work not required to meet CDBG standards.

“WALK-AWAY” POLICY

If the initial inspection and cost estimate for bringing the home up to Housing Quality Standards indicates that the cost of rehabilitation is expected to exceed the maximum allowable, the homeowner will be notified. The application will be considered a “walk away” until:

1. The homeowner has completed some of the repairs on their own and the estimate of the remaining work would be at or below the maximum allowable. The homeowner is responsible to notify the City when they have the work completed so the property can be re-inspected. All work must be approved by the Housing Inspector.
2. If the homeowner is unable to make repairs they may provide the necessary additional funds within 45 days after they are notified. If the funds have not been deposited at the City within the allotted time, the City will cancel the application, close the file and “walk away” from the property.

If the original cost estimate is below the maximum allowable, the property will be included in the next bidding process. Homeowners will be notified within 15 days after the bid opening if the lowest contractor bid for their home exceeds the maximum allowable. In that event, the applicant will have the option to supply the additional funds. The applicant will be given 45 days to satisfy the requirements for all necessary additional funding. Additional funds must be received in full by the City prior to the execution of the construction contract. If the homeowner cannot provide the additional funds, the City may “walk away” from that home. If the applicant does not respond in 30 days, the City will cancel the application, close the file and “walk away” from the property.

Lead-based paint risk assessment inspections will be completed after the Housing Quality Standards inspection and if the estimated cost for repairs is below \$25,000. If the lead-based paint risk assessment shows lead and repairs cannot be done with containment, which allows a family use of restroom, cooking and sleeping facilities, and the family must relocate to a lead safe housing unit for the duration of the rehabilitation and until the dwelling passes the clearance test. Refusal to relocate will be grounds to “walk away”.

Children, age six or younger, will be required to relocate if lead activity is necessary, even if containment is possible. Refusal to relocate will be grounds to “walk away”.

LEAD-BASED PAINT REQUIREMENTS

The homeowner, contractor, City, Housing Commission, Grant Administrator and Housing Inspector will be required to follow all regulations of all state and federal regulations regarding lead-based paint hazards. The appropriate regulations are hereby made a part of this plan.

Participation in the Housing Rehabilitation program is voluntary for all parties. All property proposed for rehabilitation, and built prior to 1978, will be inspected for lead-based paint.

The City will require that children younger than 6 years of age living in a house built prior to 1978 be tested for an elevated blood lead level. If an applicant refuses to allow the child’s blood to be tested, the City may elect not to rehabilitate the home.

The City is not required to pay any expenses for relocation of the household that may be required by lead-based paint activities during construction. However, the City recognizes that if relocation is required, it could produce a degree of hardship on the household. It will be the policy of the program to provide the household with \$ 150 per day relocation expense allowance for a household of two persons, plus \$ 30.00 per day for each additional household member. This allowance will be paid for the actual days the members are required to be out of the home. If a family voluntarily relocates during rehabilitation, when relocation is not required, it will be the policy of the City to not pay any relocation expenses.

LEAD-BASED PAINT PRECAUTIONS

All occupants of property to be rehabilitated will be notified of the following:

1. All households will receive both the “Protect Your Family from Lead in Your Home” and “Renovation Right” brochures.
2. All households will receive a copy of the risk assessment report to sign within 15 days after the risk assessment is completed.
3. If lead-based paint is discovered in the assessment, households will receive a “Lead Hazard Reduction Notice” within 15 days after work is completed.
4. All households, which have been identified as having lead-based paint, will receive a copy of the “Lead Hazard Clearance Notice”.
5. Require any individual 6 years of age or younger, residing in the home built before 1978, to have a blood test for elevated levels of lead.
6. Homeowners may sign a waiver to remain in their home if no child six or under lives in the house and the repairs can be completed with self-containment; and restroom, cooking and sleeping facilities are available.
7. Relocation costs to a lead free dwelling may be paid to a homeowner or tenant when the risk assessment shows elevated levels of lead in areas where repairs will be done with or without containment and a restroom, cooking, and sleeping facilities are not available.
8. Participation in the Housing Rehabilitation program is voluntary, therefore, temporary relocation expenses are not required.

ROLES AND RESPONSIBILITIES

Homeowner/Tenant

The property owner/tenant must agree to abide by all the rules and regulations of the Housing Rehabilitation program and allow the rehabilitation work to be performed on his/her home in accordance with the Housing and Lead Hazard Control Plans, the Material Application Manual, procurement requirements, and/or the CDBG Housing Standards guidelines.

The homeowner/property owner/tenant must:

1. Complete a Property Owners' Soft Loan Agreement (Attachment A and, if applicable, Attachment B).
2. Remove all obstacles from inside and outside of the house in order to view and subsequently work on the dwelling. This may include removing any stored items from areas and cutting any weeds or saplings that may obscure the foundation, or hauling away items stacked in or around the house, or homeowner/tenant must agree to allow debris to be removed from the premises by the contractor or City.
3. Grant access to the dwelling for additional inspections, pre-bid conference inspections, rehabilitation work, ongoing inspections of work, and state monitoring visit.
4. Provide electricity and water to the contractor at no cost.
5. Sign a waiver of liability for the property identified in the application.
6. Provide proof of property insurance and must keep the dwelling insured for the three-year soft loan period.
7. Shall provide documentation of lead blood level for every child age six (6) and under if the home was constructed prior to 1978, prior to rehabilitation work proceeding.
8. Must agree to relocate should it become necessary in order to perform the lead hazard work.
9. Maintain the rehabilitated property in good condition and repair so it will not become a substandard property.
10. Must fill out an application and supply income documentation for the Weatherization program.
11. **The homeowner will be required to attend the final inspection and sign the final inspection certificate.** If the homeowner has questions or comments on any of the rehabilitation work it should be mentioned at this time and resolution agreed upon, prior to signing the certificate of completion.
12. If requested, the homeowner must make the home available at a CDBG monitoring visit.

GRIEVANCE POLICY

All grievances or concerns regarding civil rights, fair housing, the City Commission, the Grant Administrator, City Manager or Designee, the Housing Inspector, the contractor(s), the contractor's workmanship, the bid procedure(s), the awarding of the contracts etc. shall follow

the grievance policy included in this application. All grievances and concerns should first be made in writing to the City Clerk/City Manager. The City Clerk/City Manager or Designee will then observe the following procedure:

Level 1

The City Manager receives a written complaint.

The City Manager contacts the Grant Administrator if the controversy is regarding workmanship, client treatment or contractor misunderstandings. The City Manager will contact the Housing Inspector and contractor to meet on site and address the client or contractor concerns. A written resolution will be made to the complainant and a copy of the resolution will be forwarded to the City Administrator.

The City Manager will immediately advance the complaint to level 2 if the complaint is on fair housing, civil rights, procurement or an environmental issue.

The complainant has the right to appeal the decision and must do so in writing to the City Manager within five days from the date of the written resolution.

Level 2

The written complaint concerning fair housing, civil rights, procurement, the environment or an appeal of a previous decision will be reviewed by the Mayor, City Manager and City Clerk, with the assistance of the Grant Administrator and the City Attorney. If the complaint is a fair housing or civil rights concern, the City may submit the complaint to the Kansas Human Rights Commission, 130 South Market, Suite 7050, Wichita, Kansas, 67202, for investigation and resolution. After review, a written decision will be made to the complainant and the City Commission.

The complainant has the right to appeal the decision and must do so in writing to the City Manager within five days from the date of the written resolution.

Level 3

The City Manager receives a written appeal from the complainant.

The City Commission will review the appeal with assistance from the City Attorney and Grant Administrator. All written evidence will be made available to the City Commission for their deliberation.

The City Commission shall present a written resolution to the complainant within 15 days of the date the appeal was received.

All grievances/concerns regarding this project should first be made in writing. The letter must be submitted to the City Manager. The City Manager will then refer the complaint to the appropriate party(ies) to resolve the dispute.

Written notice will be given to the complainant within 15 days. If the grievance remains unsolved after this action, the Grant Administrator, Housing Inspector, contractor and the homeowner will review the situation. Subsequently, a written recommendation of resolution will be forwarded to the City Commission.

If this problem still cannot be resolved, the City Commission will make disposition of the complaint from documentation that the complainant, Housing Inspector, contractor and/or Grant Administrator have submitted. Any of the involved parties may be called to appear before the City Commission for clarification of the matter.

The City Commission will then review the complaint at the next City Commission meeting. The City Commission will determine at that meeting if the decision is acceptable or unacceptable. If it is unacceptable, the City Commission has the right to overturn the decision. At that time the final disposition will be made in writing to the complainant.

Final responsibility for the Housing Rehabilitation program rests with the City. The City will be involved with the Housing Rehabilitation program, perform duties as necessary and will have the final decision in local matters involving this grant.

CONFLICT OF INTEREST POLICY

The State of Kansas agreed, when it accepted the CDBG program in 1983, to abide by 24 CFR 570.611 of the Federal regulations (conflict of interest) for the program. The Kansas Department of Commerce developed a conflict of interest policy on April 22, 1994, relating to housing. This policy has been broadened to cover all areas of participation in all programs funded by CDBG monies. In an attempt to clarify this issue for the State's program, the State has adopted, as of July 1, 1996, the following position on conflict of interest, incorporating the April 22, 1994, policy and extending the policy further to address other areas as provided in 24 CFR 570.611.

Standard of Conduct Involving Conflict of Interest

- I. Persons Covered: The conflict of interest provision of this policy shall apply to any person who is an employee, elected or appointed official, agent, consultant, officer, or any immediate family member or business partner of the above, of the recipient, or of any designated public agencies, or subrecipients which are receiving funds from the Kansas Community Development block grant Program.
- II. Applicability:
 - A. In the area of procurement of supplies, equipment, construction, and services by recipients, subrecipients, or designated public agencies, the conflict of interest provisions in public Law 103-355 or OMB Circular A- 110, as applicable, shall apply.
 - B. In all cases not governed by PL 103-355, the provisions of this policy shall apply. Such cases include the acquisition and disposition of real property and the provisions of assistance by the recipient or subrecipients to individuals, businesses and other private entities in the form of grants, loans, or other assistance through eligible activities of the program which authorize assistance.
- III. Conflicts Prohibited: Except for approved administrative or personnel cost, no persons described in I. above who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under the State program or

who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. For the State CDBG Economic Development program, the above restrictions shall apply to all activities that are a part of the funding approval for all projects, and shall cover any such interest or benefit during, or at any time after, such person's tenure.

- A. An exception may be considered only after the grant applicant has provided the following:
1. A disclosure of the nature of the conflict accompanied by an assurance that there has been a public disclosure of the conflict and a description of how the public disclosure was made;
 2. Whether an opportunity was provided for competitive bidding or negotiation;
 3. Whether the person affected is a member of a group or class of low-or moderate- income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
 4. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
 5. Whether the interest or benefit was present before the affected person was in a position as described in Section III;
 6. Whether undue hardship will result either to the recipient or the person affected when weighted against the public interest served by avoiding the prohibited conflict; and
 7. Any other relevant considerations.

If after all considerations, determination is made to grant an exception, the State shall issue a waiver noting such exception and the conditions and the basis for the issuance of the same.

It is the policy of the CDBG program that no waiver will be issued concerning benefit to the chief elected official or governing body members of the grantee, except in dire circumstances affecting performance.

**City of Hutchinson
Repayment Agreement**

THIS AGREEMENT made this _____ day of _____, _____ by and between the CITY OF HUTCHINSON (hereinafter the "CITY") and

(Hereinafter referred to as HOMEOWNER (S),

WHEREAS, the CITY is authorized to administer CDBG rehabilitation grants utilizing dollars authorized and provided through the State of Kansas and the Department of Housing and Urban Development; and

WHEREAS, the HOMEOWNER(s) has applied to the CITY to be provided funding through the CDBG grant program; and

WHEREAS, the CITY has determined that the HOMEOWNER(s) qualified for receipt of a homeowner rehabilitation grant in accordance with all program rules; and

WHEREAS, the CITY has the responsibility as the disbursing agent for the proper expenditure of certain federal dollars; and

WHEREAS, the HOMEOWNER(s) desire that the CITY disburse CDBG grant dollars in accordance with the grant application; and

WHEREAS, the CITY has disbursed \$ _____ in CDBG rehabilitation dollars on behalf of HOMEOWNER(s), the HOMEOWNER(s) agree:

1. That the correct legal description for the real property is as follows:
2. To continue to own, occupy and maintain insurance on the structure repaired with CDBG funds for a period of three (3) years after the issuance of a Certificate of Completion; and
3. To maintain the rehabilitated property in a "standard condition" so as to prevent substantial destruction of the improvements due to the negligence of the HOMEOWNER(s); and upon breach of any of the aforesaid covenants, the HOMEOWNER(s) agrees to repay the CITY, 1/36 of the rehabilitation cost for every month prior to the expiration of the repayment agreement
4. The HOMEOWNER(s) further covenants and agrees that if the structure is totally destroyed by fire, natural disaster, public condemnation or through other causes within three (3) years after the issuance of a Certificate of Completion, the HOMEOWNER(s) should repay to the CITY, out of any insurance proceeds or other compensation received, a sum of money to be computed according to the schedule set forth above; provided, however, if the HOMEOWNER(s) received insurance proceeds or other compensation in

an amount less than the fair market value of the structure after CDBG funded improvements, then the amount to be repaid shall be limited to the total insurance proceeds or other compensation received which is in excess of the fair market value of the structure prior to the CDBG funded improvements.

5. That in the event the HOMEOWNER(s) reside in and retain the real property for three (3) years from the date of the signed Certificate of Completion, this agreement shall expire and become null and void.

WHEREAS; the CITY and HOMEOWNER(s) agree and acknowledge this agreement will be filed as a public record with the Register of Deeds in the County where the real property is located and is intended to provide full public notice of the existence of this security instrument.

IT IS SO AGREED

City of Hutchinson

By: _____

Date: _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, _____.

Notary Public: _____

My appointment expires: _____

HOMEOWNER(s)

Signed:

Date: _____

Signed:

Date: _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, _____.

Notary Public: _____

My appointment expires: _____

**City of Hutchinson
Landlord/Property Owner Rental Agreement**

THIS AGREEMENT, entered into on this _____ day of _____, 20____, by and between the City of Hutchinson (hereinafter referred to as the Local Public Body) and _____ Landlord/Property Owner (hereinafter referred to as the Owner),

WITNESSETH:

WHEREAS, the Local Public Body has provided the Owner financial assistance for the repair and rehabilitation of property located at _____; and

WHEREAS, the Owner, at the time of receipt of financial assistance from the Local Public Body was renting or had plans to rent the aforementioned property to persons of low- and moderate- income, as defined by the Local Public Body on data from the U.S. Department of Housing & Urban Development.

NOW THEREFORE, the parties hereto do mutually agree as follows:

TERM: This Agreement shall be in effect for a period of three (3) years after the issuance of a Certificate of Completion.

In the event the property is sold during the term of this Agreement, the Owner shall compensate the Local Public Body in an amount as set forth in the Repayment Agreement dated _____. Provided, however, that should the purchaser agree, in writing, to all of the terms and conditions herein, the City Council may allow the purchaser to assume the obligations set forth herein and defer payment.

1. Whereas, the Owner further agrees that any subsequent tenants renting this property within three (3) years from the date of this agreement will have an income that does not exceed the most recently published Department of Housing & Urban Development Section 8 low- to moderate- income guidelines. Also, the monthly rental payment may not exceed the current monthly payment of \$ _____ (an annual Federal cost of living increase is allowed), or the Fair Market Rents (FMR) as published annually by HUD, for the county where the real property is located, whichever is less.
2. The homeowner of any rental unit receiving CDBG grant funds for rehabilitation also agrees to allow the City of Hutchinson or its appointed representative access to the property to perform an annual HQS inspection, for a minimum of the 3 years after the

rehab work is finished. Any HQS deficiencies discovered during the annual inspection will need to be brought into compliance at the landlord's expense.

4. The Owner shall not discriminate against a person or persons on the basis of race, creed, color, sex, age, or national origin in the renting or leasing of property repaired with financial assistance provided by the Local Public Body.

Further, any default by the Owner on the above conditions will result in the Owner repaying the grant according to the Repayment Agreement dated _____.

IN WITNESS WHEREOF, the Local Public Body and Owner have executed this Agreement as of the date first above written.

City of Hutchinson

By: _____ Date: _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, _____.

Notary Public: _____

My appointment expires: _____

Owner(s)

Signed: _____ Date: _____

Signed: _____ Date: _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, _____.

Notary Public: _____

My appointment expires: _____

Homeowner Application for Housing Repair

City of Hutchinson CDBG Housing Project, Administered by SCKEDD

Attachment C



Questions? Call (620) 694-2677 and ask for help with the Hutchinson CDBG Application.

Step

1.

Homeowner Information:

Full Name: _____
Last First M.I.

Address: _____
Street Address Apt #, Unit, Suite

Home Phone: _____ - _____
City State Zip

Alternate Phone _____ - _____

Are you head of your household? Yes No

If not, who is? _____

Information about you & your family:

Please list every member of your household who resides at this address, including yourself first.

1. Full Name: _____
Last First M.I.

Birth Date: _____ Age: _____
Month/Day/Year

Gender: _____ Ethnicity: _____

Student? Yes No

Disabled? Yes No

2. Full Name: _____
Last First M.I.

Birth Date: _____ Age: _____
Month/Day/Year

Gender: _____ Ethnicity: _____

Student? Yes No Relationship to Applicant: _____

Disabled? Yes No _____

3. Full Name: _____
Last *First* *M.I.*

Birth Date: _____ Age: _____
Month/Day/Year

Gender: _____ Ethnicity: _____

Student? Yes No Relationship to Applicant: _____

Disabled? Yes No _____

4. Full Name: _____
Last *First* *M.I.*

Birth Date: _____ Age: _____
Month/Day/Year

Gender: _____ Ethnicity: _____

Student? Yes No Relationship to Applicant: _____

Disabled? Yes No _____

5. Full Name: _____
Last *First* *M.I.*

Birth Date: _____ Age: _____
Month/Day/Year

Gender: _____ Ethnicity: _____

Student? Yes No Relationship to Applicant: _____

Disabled? Yes No _____

6. Full Name: _____
Last *First* *M.I.*

Birth Date: _____ Age: _____
Month/Day/Year

Gender: _____ Ethnicity: _____

Student? Yes No Relationship to Applicant: _____

Disabled? Yes No _____

Full Name: _____
Last *First* *M.I.*

Birth Date: _____ Age: _____
Month/Day/Year

Gender: _____ Ethnicity: _____

Student? Yes No Relationship to Applicant: _____

Disabled? Yes No _____

(If you need more space, please use the back of this sheet)

Step 2. Family Income Information:

Please tell us which members of your family work, how much they make, and for whom they work:

Full Name: _____
Last First M.I.

Employer: _____

Employer Phone: () - _____

Employer Address: _____
Street City Zip

Monthly Income: _____

Full Name: _____
Last First M.I.

Employer: _____

Employer Phone: () - _____

Employer Address: _____
Street City Zip

Monthly Income: _____

Full Name: _____
Last First M.I.

Employer: _____

Employer Phone: () - _____

Employer Address: _____
Street City Zip

Monthly Income: _____

(If you need more space, please use the back of this sheet)

Please indicate all other forms of assistance or income that you or any member of your family residing at this address received in the past year.

- | | | |
|---------------------------------------|--|----------------------------------|
| <input type="checkbox"/> GA | <input type="checkbox"/> Social Security | <input type="checkbox"/> SSI/SSA |
| <input type="checkbox"/> Pension | <input type="checkbox"/> Child Support | <input type="checkbox"/> Alimony |
| <input type="checkbox"/> TANF | <input type="checkbox"/> Foster Care | <input type="checkbox"/> VA |
| <input type="checkbox"/> Unemployment | <input type="checkbox"/> Other: _____ | |

Please note that SCKEDD is required to verify all income. Provide this information to the best of your ability, and SCKEDD will work with you to secure the required. Documentation.

Step

3. Information about your home:

Do you have a mortgage on your home? Yes No

If so, are you current on your mortgage payments? Yes No

When was your house built? _____

How many bedrooms does your house have? _____

What major repairs do you feel your home needs? _____

Step

4. Statement of Truthfulness & Release of Information:

PENALTY FOR FALSE OR FRAUDULENT STATEMENT

“Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, or makes any false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five (5) years, or both”. ~ U.S.C. TITLE 18, SECTION 1001

I, THE APPLICANT(S) CERTIFY ALL INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I understand the statement above concerning the penalty of making a fraudulent statement. I certify that I am the owner of the property described in this application, and that I occupy the dwelling as my principal residence. If the City of Hutchinson, KS determines the property cannot be cost-effectively rehabilitated to the Kansas CDBG/HQS standards, I acknowledge that with respect to the grant funds I shall have no further interest, right, or claim. If this application is approved and rehabilitation can be achieved, I hereby authorize the CDBG rehabilitation work to be completed on my property. I will grant access to my property and will provide electricity and water to the rehabilitation personnel at no cost. I understand that temporary relocation may be required when lead-based paint hazard reduction activities are performed.

I covenant and agree that I will comply with all requirements outlined in the City of Hutchinson, KS Housing Plan and rules imposed by Housing and Urban Development (HUD). I covenant and agree I will not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, rental, use, or occupancy of the property herein assisted with the CDBG grant.

I authorize the City of Hutchinson, KS & SCKEDD to make inquiries as necessary to verify the accuracy of the statements made, including, but not limited to income.

Homeowner signature Date

Homeowner signature Date

Waiver of liability:

I hereby release the City of Hutchinson, KS and the South Central Kansas Economic Development District (SCKEDD) from any and all claims of liability arising from the City of Hutchinson, KS CDBG Housing Rehabilitation Project.

Homeowner signature Date

Homeowner signature Date

What to expect:

The following is a list of what you should and should not expect during the course of this project. Please check or initial each item and then sign at the bottom indicating you have read this information.

- Completing this application does not guarantee that I will receive housing rehabilitation assistance.
- Even if I am income-eligible, I may still be denied assistance after the housing inspection. I understand that the CDBG program is unable to serve some homes needing extensive repairs because of program regulations about cost-effectiveness.
- Any housing repair assistance I receive will be determined by the project inspector. I do not get to decide which items are repaired and/or how they are repaired.
- The work on my home will be bid out to eligible contractors. I will not get to choose who does the work on my home.
- Rehabilitation work is inconvenient. There will be workers around my house. I understand that my life as well as the lives of my family and pets may be disrupted by the construction work.
- I will move my possessions out of the way of the contractor as the contractor may deem necessary.
- This is not a remodeling program. The goal of the program is not to make my house look better, but to make it safer. I will have only a limited selection when it comes to paint color or other choices, if these repairs are even eligible.
- I may have to relocate from the home while work is underway on my home. If relocation is necessary, the City's CDBG program will provide me with lodging of the program's choice.
- I understand a lien will be filed against my home if rehabilitation work is done. I understand that, if I sell or move out of the home within three years of the completion date of the rehabilitation, I will have to repay a pro-rated amount of the cost of rehabilitation.
- I understand that the property taxes and home owners insurance must be current on my house for me to be eligible for assistance.
- I agree to all of the above.

Homeowner signature Date

Homeowner signature Date

Step

Include the following items with your completed application:

6.

1. Copy of previous year's Federal Income tax filing for all household members over the age of 18 that are employed
2. The most recent Social Security Administration benefit letter and/or monthly pension statements to prove income that doesn't come from an employer, plus verification of all other sources of income for everyone in the household over 18 years of age (if applicable)
3. Copy of the deed to your house
4. Copy of current homeowner's insurance
5. Verification of paid real estate taxes
6. Proof payments are current on your home mortgage (if applicable)

Please feel free to submit your application even if you are missing one or more of the above. The City of Hutchinson or SCKEDD may be able to assist you in obtaining some of the required documentation.

FOR SCKEDD OFFICE USE ONLY

Date application received by SCKEDD: _____

Date received all supporting documentation: _____

APPROVED

DENIED

Reason for Denial: _____

KWAP Eligible? Yes No

Rating

SCKEDD reviewer: Printed: _____

 Signed: _____

Landlord Application for Housing Repair

City of Hutchinson CDBG Housing Project, Administered by SCKEDD

Attachment D

Step

1.



Questions? Call (620) 694-2677 and ask for help with the Hutchinson CDBG Application.

Property Owner Information:

Full Name: _____
Last First M.I.

Rental Address: _____
Street Address Apt #, Unit, Suite

_____ *City State Zip*

Mailing Address: _____
Street Address Apt #, Unit, Suite

_____ *City State Zip*

Home Phone: () - _____ Alternate Phone: () - _____

Step

2.

Landlord Family Income Information (optional):

Please tell us which members of your family work, how much they make, and for whom they work. This section is optional but failure to complete this section indicates the landlord is not Low-to-Moderate-Income and will be required to contribute a portion of the rehabilitation costs.

Full Name: _____
Last First M.I.

Employer: _____

Employer Phone: () - _____

Employer Address: _____
Street City Zip

Monthly Income: _____

Full Name: _____
Last First M.I.

Employer: _____

Employer Phone: () - _____

Employer Address: _____
Street City Zip

Monthly Income: _____

Full Name: _____
Last
First
M.I.

Employer: _____

Employer Phone: () - _____

Employer Address: _____
Street
City
Zip

Monthly Income: _____

(If you need more space, please use the back of this sheet)

Please indicate all other forms of assistance or income that you or any member of your family residing at this address received in the past year.

- | | | |
|---------------------------------------|--|----------------------------------|
| <input type="checkbox"/> GA | <input type="checkbox"/> Social Security | <input type="checkbox"/> SSI/SSA |
| <input type="checkbox"/> Pension | <input type="checkbox"/> Child Support | <input type="checkbox"/> Alimony |
| <input type="checkbox"/> TANF | <input type="checkbox"/> Foster Care | <input type="checkbox"/> VA |
| <input type="checkbox"/> Unemployment | <input type="checkbox"/> Other: _____ | |

Please note that SCKEDD is required to verify all income. Provide this information to the best of your ability, and SCKEDD will work with you to secure the required. Documentation.

Step

3.

Information about your home:

What is the monthly rent at this address? \$ _____

Who is responsible for utilities at this residence?

- | | | |
|-------------|-----------------------------------|---------------------------------|
| Gas | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant |
| Electric | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant |
| Water/Sewer | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant |

When was this house built? _____

How many bedrooms does this house have? _____

What major repairs do you feel your home needs? _____

Step
4.

Statement of Truthfulness & Release of Information:

PENALTY FOR FALSE OR FRAUDULENT STATEMENT

“Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, or makes any false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five (5) years, or both”. ~ U.S.C. TITLE 18, SECTION 1001

I, THE APPLICANT(S) CERTIFY ALL INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I understand the statement above concerning the penalty of making a fraudulent statement. I certify that I own the property listed in this application. If the City of Hutchinson, KS determines the property cannot be cost-effectively rehabilitated to the Kansas CDBG/HQS standards, I acknowledge that with respect to the grant funds I shall have no further interest, right, or claim. If this application is approved and rehabilitation can be achieved, I hereby authorize the CDBG rehabilitation work to be completed at my residence. I will grant access to my residence and will provide electricity and water to the rehabilitation personnel at no cost. I understand that temporary relocation may be required when lead-based paint hazard reduction activities are performed.

I covenant and agree that I will comply with all requirements outlined in the City of Hutchinson, KS Housing Plan and rules imposed by Housing and Urban Development (HUD). I covenant and agree I will not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, rental, use, or occupancy of the property herein assisted with the CDBG grant.

I authorize the City of Hutchinson, KS & SCKEDD to make inquiries as necessary to verify the accuracy of the statements made, including, but not limited to income.

Homeowner signature Date Homeowner signature Date

Step
5.

Waiver of liability:

I hereby release the City of Hutchinson, KS and the South Central Kansas Economic Development District (SCKEDD) from any and all claims of liability arising from the City of Hutchinson, KS CDBG Housing Rehabilitation Project.

Homeowner signature Date Homeowner signature Date

Step

6.

Include the following items with your completed application:

Please feel free to submit your application even if you are missing one or more of the above. The City of Hutchinson or SCKEDD may be able to assist you in obtaining some of the required documentation.

7. Copy of previous year's Federal Income tax filing for all household members over the age of 18 that are employed (optional for landlord)
8. The most recent Social Security Administration benefit letter and/or monthly pension statements to prove income that doesn't come from an employer, plus verification of all other sources of income for everyone in the household over 18 years of age (if applicable)
9. Proof of paid utilities (gas, water/sewer, & electric)
10. Copy of the deed to rental unit
11. Copy of current homeowner's insurance
12. Verification of paid real estate taxes
13. Proof payments are current on your home mortgage (if applicable)

What to expect:

The following is a list of what you should and should not expect during the course of this project. Please check or initial each item and then sign at the bottom indicating

Attachment E

- Completing this application does not guarantee that I will receive housing rehabilitation assistance.
- Even if I am income-eligible, I may still be denied assistance after the housing inspection. I understand that the CDBG program is unable to serve some homes needing extensive repairs because of program regulations about cost-effectiveness.
- Any housing repair assistance I receive will be determined by the project inspector. I do not get to decide which items are repaired and/or how they are repaired.
- The work on my home will be bid out to eligible contractors. I will not get to choose who does the work on my home.
- Rehabilitation work is inconvenient. There will be workers around my house. I understand that my life as well as the lives of my family and pets may be disrupted by the construction work.
- This is not a remodeling program. The goal of the program is not to make my house look better, but to make it safer. I will have only a limited selection when it comes to paint color or other choices, if these repairs are even eligible.
- I may have to relocate from the home while work is underway on my home. If relocation is necessary, the City's CDBG program will provide me with lodging of the program's choice.
- If I am not Low-to-Moderate-Income myself, I will be expected to contribute a portion of the rehabilitation costs prior to bidding.
- I will not be permitted to increase the rent at this residence following repairs for 3 years, and I will continue to lease the property at or below the fair market rent set for my area by HUD.
- I agree to all of the above.

Homeowner signature Date

Homeowner signature Date

FOR SCKEDD OFFICE USE ONLY

Date application received by SCKEDD: _____

Date received all supporting documentation: _____

APPROVED

DENIED

Reason for Denial:

Rating _____

KWAP Eligible? Yes No

SCKEDD reviewer: Printed: _____

Signed: _____



Landlord Application for Housing Repair

City of Hutchinson CDBG Housing Project, Administered by SCKEDD

Questions? Call (620) 694-2677 and ask for help with the Hutchinson CDBG Application.

Step

Applicant Information:

1.

Full Name: _____
Last First M.I.

Address: _____
Street Address Apt #, Unit, Suite

_____ *City State Zip*

Home Phone: () - _____ Alternate Phone () - _____

Are you head of your household? Yes No

If not, who is? _____

Information about you & your family:

Please list every member of your household who resides at this address, including yourself first.

1. Full Name: _____
Last First M.I.

Birth Date: _____ Age: _____
Month/Day/Year

Gender: _____ Ethnicity: _____

Student? Yes No Disabled? Yes No

2. Full Name: _____
Last First M.I.

Birth Date: _____ Age: _____
Month/Day/Year

Gender: _____ Ethnicity: _____

Student? Yes No Disabled? Yes No

3. Full Name: _____
Last First M.I.

Birth Date: _____ Age: _____
Month/Day/Year

Gender: _____ Ethnicity: _____

Student? Yes No Disabled? Yes No

4. Full Name: _____
Last First M.I.
Birth Date: _____ Age: _____
Month/Day/Year
Gender: _____ Ethnicity: _____
Student? Yes No Disabled? Yes No

5. Full Name: _____
Last First M.I.
Birth Date: _____ Age: _____
Month/Day/Year
Gender: _____ Ethnicity: _____
Student? Yes No Disabled? Yes No

6. Full Name: _____
Last First M.I.
Birth Date: _____ Age: _____
Month/Day/Year
Gender: _____ Ethnicity: _____
Student? Yes No Disabled? Yes No

(If you need more space, please use the back of this sheet)

Step

2.

Information about your home:

Who owns the house in which you reside? _____

What is the monthly rent at this address? \$ _____

What is your landlord's address? _____

Landlord's Phone: () - _____ Alt Phone: () - _____
Street City/State Zip

When was your house built? _____

How many bedrooms does your house have? _____

What major repairs do you feel your home needs? _____

Step 3. Family Income Information:

Please tell us which members of your family work, how much they make, and for whom they work:

Full Name: _____
Last First M.I.

Employer: _____

Employer Phone: () - _____

Employer Address: _____
Street City Zip

Monthly Income: _____

Full Name: _____
Last First M.I.

Employer: _____

Employer Phone: () - _____

Employer Address: _____
Street City Zip

Monthly Income: _____

Full Name: _____
Last First M.I.

Employer: _____

Employer Phone: () - _____

Employer Address: _____
Street City Zip

Monthly Income: _____

(If you need more space, please use the back of this sheet)

Please indicate all other forms of assistance or income that you or any member of your family residing at this address received in the past year.

- | | | |
|---------------------------------------|--|----------------------------------|
| <input type="checkbox"/> GA | <input type="checkbox"/> Social Security | <input type="checkbox"/> SSI/SSA |
| <input type="checkbox"/> Pension | <input type="checkbox"/> Child Support | <input type="checkbox"/> Alimony |
| <input type="checkbox"/> TANF | <input type="checkbox"/> Foster Care | <input type="checkbox"/> VA |
| <input type="checkbox"/> Unemployment | <input type="checkbox"/> Other: _____ | |

Please note that SCKEDD is required to verify all income. Provide this information to the best of your ability, and SCKEDD will work with you to secure the required. Documentation.

Step

4.

Statement of Truthfulness & Release of Information:

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I covenant and agree that I will comply with all requirements outlined in the City of Hutchinson, KS Housing Plan and rules imposed by Housing and Urban Development (HUD). I covenant and agree I will not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, rental, use, or occupancy of the property herein assisted with the CDBG grant.

I authorize the City of Hutchinson, KS & SCKEDD to make inquiries as necessary to verify the accuracy of the statements made, including, but not limited to income.

Renter signature Date

Renter signature Date

Step

5.

Waiver of liability:

I hereby release the City of Hutchinson, KS and the South Central Kansas Economic Development District (SCKEDD) from any and all claims of liability arising from the City of Hutchinson, KS CDBG Housing Rehabilitation Project.

Renter signature Date

Renter signature Date

What to expect:

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- The work on my home will be bid out to eligible contractors. I will not get to choose who does the work on my home.
- Rehabilitation work is inconvenient. There will be workers around my house. I understand that my life as well as the lives of my family and pets may be disrupted by the construction work.
- I will move my possessions out of the way of the contractor as the contractor may deem necessary.
- This is not a remodeling program. The goal of the program is not to make my house look better, but to make it safer. I will have only a limited selection when it comes to paint color or other choices, if these repairs are even eligible.
- I may have to relocate from the home while work is underway on my home. If relocation is necessary, the City's CDBG program will provide me with lodging of the program's choice.
- I agree to all of the above.

Renter signature

Date

Renter signature

Date

Include the following items with your completed application:

Step

6.

14. Copy of previous year's Federal Income tax filing for all household members over the age of 18 that are employed
15. The most recent Social Security Administration benefit letter and/or monthly pension statements to prove income that doesn't come from an employer, plus verification of all other sources of income for everyone in the household over 18 years of age (if applicable)
16. Proof of paid utilities (gas, water/sewer, & electric)
17. Copy of rental agreement.

Please feel free to submit your application even if you are missing one or more of the above. The City of Hutchinson or SCKEDD may be able to assist you in obtaining some of the required documentation.

FOR SCKEDD OFFICE USE ONLY

Date application received by SCKEDD: _____

Date received all supporting documentation: _____

APPROVED

DENIED

Reason for Denial:

Rating _____

KWAP Eligible? Yes No

SCKEDD reviewer: Printed: _____

 Signed: _____