

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
August 19, 2014	ASPHALT BID COVER
ORIGINATING DEPARTMENT:	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION
Transportation Department	<input checked="" type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the council approve the Asphalt Bid from Asphalt Fuel and Supply.

FISCAL NOTE:

- The direct cost associated with approval of this item is \$19,800.00. This item will be funded through the Special Highway Fund (25-00-6090) in our 2014 budget.

Asphalt Fuel and Supply LLC	\$19,800.00
Vance Brothers, Inc.	\$20,165.00

DISCUSSION:

This is the city's annual bid for asphalt for chipping and sealing streets.

Respectfully submitted,

Glenn Rodden
City Administrator

Transportation Department
312 South Pine Street
Beloit, Kansas. 67420



Tel No. (785) 738-3633
Fax No. (785) 738-2517
Beloitmclark@nckcn.com

Transportation Department Memo

To: Glenn Rodden

From: Mike Clark

Re: MC-800 Bid

Date: August 14 2014

Glenn,

The Department recently requested bids for 6000 gallons of MC-800 Asphalt oil. This oil is used in conjunction with our chip and seal program.

We requested bids from three different vendors this year, and received two bids back.

Vance Brothers, Inc.

For a total price of \$20,165.00 Computes to \$3.36.08¢ Per gallon delivered

Asphalt + Fuel Supply LLC.

For a total price of \$19,800.00 Computes to \$3.19.8¢ Per gallon delivered

We recommend that we accept the lowest bid from **Asphalt + Fuel Supply LLC.**
Funds are available in Special highway fund **25-00-6090.**

Thanks
Transportation Dept.

Mike Clark

MUST USE THIS FORM FOR BID

Bidder shall complete every space in section 2, bidder's proposal column, with a price.

SECTION 1

Minimum Specifications:

(1) 6,000 gallons of MC-800
Asphalt oil

(2) Freight

(3) Pump Charge

SECTION 2

Bidder Proposal

\$ 2.90

\$ 0.298

\$ 75.00

PROPOSAL

I propose to supply the City of Beloit, Kansas. With the item(s) / material(s) listed in this bid (**Asphalt Oil, MC-800**) for a total purchase price of

\$ 3,198. This is FOB, Beloit, Kansas,

I understand that this bid is to be guaranteed for no less than thirty (30) days from the date of bid opening.

Bidder (Name of Firm):

Asphalt & Fuel Supply, LLC

Authorized Signature:

Tom McDonnell

Telephone Number:

913-338-0340

Date:

August 7, 2014

MUST USE THIS FORM FOR BID

Bidder shall complete every space in section 2, bidder's proposal column, with a price.

SECTION 1

Minimum Specifications:

- (1) 6,000 gallons of MC-800
Asphalt oil
- (2) Freight
- (3) Pump Charge

SECTION 2

Bidder Proposal

\$ 3.25/gallon

\$ 0.15/gallon*

\$ 65.00

*freight based off of full load quantity

PROPOSAL

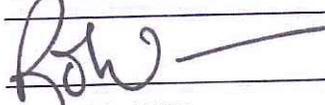
I propose to supply the City of Beloit, Kansas. With the item(s) / material(s) listed in this bid (**Asphalt Oil, MC-800**) for a total purchase price of \$20,165.00 (for 6000 gallons) _____. This is FOB, Beloit, Kansas,

I understand that this bid is to be guaranteed for no less than thirty (30) days from the date of bid opening.

Bidder (Name of Firm):

Vance Brothers, Inc

Authorized Signature:



Telephone Number:

816-923-4325

Date:

8/8/14

ITEMS FOR COUNCIL DISCUSSION

DATE:

August 19, 2014

TITLE:

WORK SESSION DISCUSSION

DISCUSSION:

Items for discussion at your August 19, 2014 Work Session will include the following:

- A) Beloit Housing/Demolition Grant. Community Development Director Heather Hartman will explain the enclosed requirements for the state housing grant.
- B) Neighborhood Revitalization. Heather will explain the process for renewing the neighborhood revitalization program.
- C) Electric Utility Extension Policy. Director of Electric Utilities Ronnie Sporleder is recommending the following changes be made to the city's utility extension policy for customers inside the city limits of Beloit.
 - 1. Electric Utility Extensions- The cost of the material, for the extension of electric service inside of the city limits will be paid by the customer(s) requesting the extensions.
 - a. The Superintendent of Distributions Maintenance and the City Administrator will be responsible for determining and preparing all billing and related documents.
 - b. The cost can include, but is not limited to, poles, wire, and transformers.
 - c. The utility system will not pay for any of the cost of the extension associated directly with the particular hook-up requested.
 - d. The customer requesting the service will pay, equal percentage of the total cost of the total number of services the transformer can serve. Most transformers the city sets are good for four (4) services. When other customers hook up they will pay an equal percentage, of the total cost. If the transformer cannot feed any other services the customer will pay the entire cost.
 - e. The director will have the final say for the size and location of the transformer.
 - f. There will be no charge for labor or equipment used by the city.
 - 2. Use of temporary electric. Service Supplied by the City of Beloit will be \$50 per six (6) months paid before the temporary is hooked up.

Respectfully submitted,

Glenn Rodden
City Administrator

CITY OF

BELOIT

HOUSING PLAN

For CDBG Grant #14-HR-001

Housing Rehabilitation Plan

City of Beloit

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 Beloit has been awarded a CDBG grant from Commerce for the purpose of housing rehabilitation within the City Limits of Beloit. The maximum amount for rehabilitation is \$25,000.00 per unit. 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.

The target area is defined as all homes located within the city limits of Beloit.

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 Mitchell County, Kansas. The eligible home must be the primary residence of the applicant for owner-occupied or rental units. For rental units, the renter must be income qualified. If the owner of the rental unit is income-qualified, the City will pay 100 percent of the rehabilitation. If the owner is above in the 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 Mitchell County income limitations. The program will use the updated income limits each year when they become available from HUD.

No. In Household	LMI Income
1	<u>\$ 31,600</u>
2	<u>\$ 36,100</u>
3	<u>\$ 40,600</u>
4	<u>\$ 45,100</u>
5	<u>\$ 48,750</u>
6	<u>\$ 52,350</u>
7	<u>\$ 55,950</u>
8	<u>\$ 59,550</u>

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 will be required showing that coverage will be provided upon completion of the rehabilitation.

VERIFICATION OF INCOME ELIGIBILITY

All income information will be kept confidential.

Single Family Homes –

- Occupied Units - Applicants must qualify as low- to-moderate income (LMI) prior to the time the inspection for rehabilitation is conducted.
- Unoccupied Units – Future occupants must qualify as LMI prior to occupying or purchasing the home. The soft loan will be filed upon completion of the rehabilitation and rental agreement will be filed upon residency.

Multi-Family Homes –

- Duplex – All units must be occupied by LMI qualified persons.
- Tri- or Four-plex - 51% of the units must have occupants that qualify as LMI.

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.

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 program 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 must be sold 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.
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.

7. For unoccupied units, the soft loan will be filed upon completion of rehabilitation. Once the property is rented, the rental agreement will be filed for a three-year period. Units must be occupied by a LMI person(s).

APPLICATION SELECTION CRITERIA

Selection of homes for rehabilitation will be based on the following procedure.

A public meeting will be held to review and explain the application and grant program. Applications must be turned in to the City Clerk or Project Administrator during business hours or by mail by _____, 2014. *Properties having received a Housing Rehabilitation grant in the past 10 years are not eligible.* Applicants receiving the highest number of points receive first consideration and the rest in descending order. In the case of equal points, the earliest completed application filing date will serve as the tiebreaker. Points will be awarded as follows:

Income	Points
Less than 60% of the maximum income limit	5
Household Characteristics	
Handicapped/Disabled	5
Elderly (Age 62+)	5
Single Head of Household with dependent children	5
Each dependent in household under 18	2 each
Submitted a Pre-Application included in City's grant application	10
Guaranteed match as part of City's grant application	15
Attend Public Meeting following City grant award	5
Property Vacant 6 months or more prior to submitting application for assistance	5

The eligible households with "completed" applications will be inspected, beginning with the highest-ranked to lower ranked, continuing until the grant funds are exhausted.

After initial application intake, completed applications will be processed on a first come- first served basis.

Applications and all required documentation can be mailed or delivered to the City Clerk, City of Beloit, 119 N. Hersey Ave., Beloit, KS 66956 or the North Central Regional Planning Commission (NCRPC) PO Box 565, Beloit, KS 67420. The Project Administrator will review all documentation, qualify each applicant and assign points.

No application will be considered "complete" until all required documentation has been submitted as listed on page 15 of the application. Once all documentation has been submitted and the household has qualified, each applicant household will be sent a letter giving them their selection rank.

STANDARDS FOR IMPROVEMENTS

This program does not consist of remodeling or cosmetic repairs. The goal of the Housing

Rehabilitation program is to add 20 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. No cosmetic or remodeling work will be considered. Housing units considered for rehabilitation must meet the definition of a *substandard* unit and must be *suitable for rehabilitation*. Repair costs must be at least \$1,000.00

“Sub-standard” is defined as a housing unit that does not adequately meet Housing Quality Standards (HQS) criteria set for the following: **Building Exterior** (foundation, roof, gutters, doors, windows, and insulation) **Heating System, Plumbing System, Electrical System,** and **Building Interior** (ceiling, walls, floors, doors, ventilation and 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 homes only on a case-by-case basis at the discretion of the Housing Board 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 property address will be awarded.

LIMITED/INELIGIBLE ACTIVITIES

The following activities are limited to the identified restrictions:

1. **Rental Units** – Rental Units (RU) are eligible if the tenant is income eligible. If the owner is documented income eligible, a 100 percent grant may be extended to the owner. If the owner is not income eligible, the owner must pay 25% of the cost of the contractor’s repair cost. The owner’s 25% commitment must be delivered to the City Clerk prior to the contract being executed.
2. **Self-Help** – The city will not allow self-help projects using grant funds for materials. In the event the inspector determines the home cannot be rehabilitated for the 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.
3. **Contract for Deed** – if the occupant has a “Contract for Deed”, the following provisions will determine the legitimacy of an ownership interest: unable to use the property as collateral and must be unable to convey title to the property unless such transaction is subject to the land sales contract; legally accepted limitation of the conveyance must exist in recorded form.
 - a. The contract or ownership interest must be recorded with the County Register of Deeds.
 - b. The **seller** must be obligated to deliver to the **buyer** fee simple title to the property on full payment of the contract price, without qualification. Both **seller** and **buyer** must sign the soft loan agreement.
 - c. The **buyer** must have:
 1. Full use, possession and quiet enjoyment of the property;
 2. Equitable title to the property; and
 3. Full rights of redemption for a period of not less than 90 days unless local law affords such rights.
 4. If **buyer** moves prior to expiration of soft loan, **seller** must rent or sell unit to LMI persons or repay prorated portion of the rehabilitation costs.
4. **Living Trust** – A property titled to a Living Trust is eligible for rehabilitation, provided
 - a. Applicant(s) meet all other eligibility criteria and currently reside in a property with the title held by a “Living Trust” are eligible for rehabilitation.

- b. Income eligibility is determined by the income of the applicant/occupant.
5. **Life Estate** – if the occupant has placed the property in a “Life Estate” giving the occupant the right to live in the structure until his/her death but has assigned ownership to a 2nd party;
- a. Applicants meeting all other eligibility criteria that hold a life estate on the property, and reside in the property, are eligible for a rehabilitation grant.
 - b. Income eligibility will be determined by the income of the occupant/holder of the life estate.
 - c. The holder of the Fee Simple estate will be required to sign all grant documents. The grant conditions will provide that the grant monies, made available at the time of the rehabilitation, be due and payable upon sale or transfer of the property, and upon termination of the life estate of the current occupant.
 - d. Property in a “Life Estate” is considered a rental unit (See #1 **Rental Units** above).

The following activities are considered ineligible:

- 7. **Homes located in a flood plain** are not eligible
- 8. **Remodeling** or work not required to meet Housing Quality Standards is not eligible.
- 9. **Properties with a business** located within the residence are not eligible.
- 10. Properties having received a Housing Rehabilitation grant in the past **10 years**.
- 11. Mobile homes.

“WALK-AWAY” POLICY

If the initial inspection and cost estimate for bringing the home to Housing Quality Standards (HQS) indicates that the cost of rehabilitation is expected to exceed the \$30,000 limitation, the homeowner will be notified. The application will be considered a “walk away” **until**:

- 1. The homeowner has completed some of the repairs and the estimate of the remaining work would be at or just above \$25,000. The homeowner is responsible in notifying the City when the work is completed so the property can be re-inspected. The Housing Inspector must examine and verify the work has been completed.
- 2. If the homeowner is unable to make the repairs they may provide the necessary additional funds within 30 days after they are notified. If the funds or commitment for the funds has not arrived at the City within the allotted time; the City will cancel the application, close the file, and “walk away” from the property.

If the final cost estimate is \$25,000 or just above, the property will be included in the next bidding process. Homeowners will be notified within 10 days after the bid opening if the lowest contractor bid for their home exceeds the \$25,000 limitation. In that event, the applicant will have the option to supply the additional funds or perform some of the work to reduce the cost.

The applicant will be given 15 days to supply the city with a work plan or the additional funding. If the work plan or funds have not been deposited with the City within the allotted time, the City will cancel the application, close the file, and “walk away” from the property.

Lead-base paint (LBP) risk assessment inspections will be completed after the Housing Quality Standards (HQS) inspection, if the estimated cost for repairs is below \$25,000.

The family must relocate if the LBP risk assessment shows lead paint will be disturbed and the

repairs cannot be done with containment of the dust, allowing the family use of the bathroom, cooking and sleeping facilities. Refusal to relocate will be grounds to "walk away".

Children, age 7 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, tenant, contractor, City, Housing Board, Project 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 as outlined in 24 CFR Part 35 subpart J 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 7 years of age living in a house built prior to 1978 be tested for an elevated blood lead level if a hazardous lead level has been identified in the Lead Assessment. 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 \$ 50.00 per day relocation expense allowance for the household. 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 "Protect Your Family from Lead in Your Home" and "Renovation Right" pamphlets.
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 hazardous lead-base paint is present, the household will receive a "Lead Hazard Reduction Notice" within 15 days after work is completed.
4. All households, which have been identified as having lead-base paint hazards; will receive a copy of the "Lead Hazard Clearance Notice".
5. If lead-base paint is present, children under the age of seven years residing in the home, will be required to have a blood test for elevated levels of lead.
6. Elderly Homeowners, 62 or older, may sign a waiver to remain in their home during the lead hazard reduction activities. All others may remain if the lead reduction area(s) can be contained and residents can have access to safe eating, bathroom & sleeping facilities.
7. Relocation costs to a lead safe dwelling may be paid out of grant funds when the risk assessment show lead hazards in areas where repairs will be done with or without containment and a restroom, cooking and sleeping facilities are not available.
8. A Relocation fee of \$50.00 per day will be paid to the motel when relocation is mandatory.

ROLES AND RESPONSIBILITIES

Homeowner/Tenant

Once a voluntary application is made for housing rehabilitation; the applicant is obligated 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 CDBG Material Specifications and the CDBG Housing Quality Standards guidelines.

When making application to the Beloit housing program, the homeowner and/or tenant shall agree to.....

1. Complete a Property Owners' Soft Loan or Rental Agreement along with the application.
2. Remove all animals and 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 working areas, pictures and decorative items from the interior walls, cutting weeds or saplings that may obscure the exterior foundation, or hauling away items stacked in or around the house.
3. Grant access to the dwelling during normal working hours for the initial inspection, pre-bid conference inspections, rehabilitation work, ongoing inspections of the work, and State monitoring visit.
4. Provide electricity, heat 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 in an amount of not less than \$25,000 with the City listed as an additional insured, and must keep the dwelling insured for the three-year soft loan period.
7. Complete a Property owners' Soft Loan Agreement (Attachment B) or Property Owner Rental Agreement (Attachment C).
8. Provide documentation of Lead Blood Level for every child under seven (7), prior to HQS inspection if available or upon notification after the lead assessment.
9. Relocate should it become necessary in order to perform the lead hazard work.
10. Attend the last inspection of all the work and upon a satisfactory final inspection, sign the Certificate of Completion. *(If the homeowner has questions or comments on any of the work, it should be reported and resolved prior to the final inspection)*
11. Fill out an application and supply income documentation for the weatherization program to access additional funds for the energy conversation work.
12. Maintain the property in good condition and repair so it will not become a substandard property.
13. If requested, the homeowner must make the home available at a CDBG monitoring visit.

GRIEVANCE POLICY

All complaints, grievances or concerns regarding civil rights, fair housing, the City Council, the Project Administrator, City Clerk, 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. The City Clerk will then observe the following procedure:

Level 1

The City Clerk receives a written complaint.

The City Clerk contacts the Project Administrator if the controversy is regarding workmanship, client treatment or contractor misunderstandings. The Project Administrator 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 Clerk.

The City Clerk 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 Clerk 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 Housing Board with the assistance of the Mayor, City Clerk, with the assistance of the Project 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 Council.

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

Level 3

The City Clerk receives a written appeal from the complainant. The City Council will review the appeal with assistance from the City Attorney and Project Administrator. All written evidence will be made available to the City Council for their deliberation. The City Council 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 Clerk. The City Clerk 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 Project Administrator, Housing Inspector, contractor and the homeowner will review the situation. Subsequently, a written recommendation of resolution will be forwarded to the Housing Board.

If this problem still cannot be resolved, the Housing Board will make disposition of the complaint from documentation that the complainant, Housing Inspector, contractor and/or Project Administrator have submitted. Any of the involved parties may be called to appear before the Housing Board for clarification of the matter. At the time the Housing Board agrees, as a group, to make disposition of

the complaint, they must in writing state their disposition and how it was determined. The Housing Board will then meet with the City Council to state their disposition of the complaint. The governing body will then review the complaint at the next City Council meeting. The City Council will determine at that meeting if the Housing Board's decision is acceptable or unacceptable. If it is unacceptable, the City Council has the right to overturn the decision of the Housing Board. 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.

DO NOT COPY

Certifications

1. Conflict of Interest Policy

The City of Beloit will follow the Kansas Department of Commerce (KDOC) conflict of interest policy which covers the following persons: city employee(s), elected or appointed officials, agents, consultants' officers or any immediate family member or business partner of the aforementioned, and any designated public agencies or sub-recipients which are receiving funds from the Community Development Block Grant (CDBG) program.

2. Final Responsibility

The City of Beloit acknowledges it has total responsibility for the Housing Rehabilitation program. The Beloit governing body will be involved with the Housing Rehabilitation program, perform duties as necessary and will have the final decision in local matters involving this grant.

3. Amendments to the Housing Plan

The City of Beloit agrees that any amendments of the policies and procedures contained in the approved Beloit Housing Plan shall be submitted to the Kansas Department of Commerce for approval. The City of Beloit also agrees that when changes in the CDBG guidelines would adversely affect Housing Rehabilitation program applications already under review, such application will be evaluated under the Community Development Block Grant (CDBG) guidelines in effect at the time of application.

Adoption of the Certifications; the Beloit Housing Rehabilitation and Demolition Plans; and Contractor Standards and Guidelines; and Housing Quality Standards

Upon review of the three CDBG certification statements plans and standards let it now be known:

The CDBG certification statements, the Beloit Housing Plans and all related attachments was approved and adopted by the Beloit City Council on the _____ day of _____, 2014.

By: _____
Mayor of Beloit

Attest: _____ (Seal)
Beloit City Clerk

Application Follows

DRAFT COPY

CITY OF БЕЛОIT

APPLICATION FOR HOUSING REHABILITATION

APPLICANT & SPOUSE'S NAME: _____

ADDRESS: _____

TELEPHONE: (HOME:) _____ (WORK) _____

HOUSEHOLD COMPOSITION (list the head of your household and all members who live in your home. **Give relationship to head of household, such as Spouse, son, daughter, male friend, female friend, etc.** More room? – Continue on back of this page.

	Full Name	Relationship	Age
1			
2			
3			
4			
5			
6			
7			

1. Total number in your household: _____ Is everyone listed? _____

If not, please explain: _____

2. Are there any Disabled persons in your household? Yes () No () Number ()

(a disabled person is defined as a person "who has a physical or mental impairment which substantially limits one or more of the person's major life activities, has a record of such impairment or is regarded as having such an impairment")

Place an (*) by the name of the disabled person(s).

3. Ethnic/Racial Background of Primary Income Earner (please check one):

- WHITE BLACK/AFRICAN AMERICAN BLACK/AFRICAN AMERICAN & WHITE
- AMERICAN INDIAN/ALASKA NATIVE ASIAN ASIAN & WHITE
- AMERICAN INDIAN/ALASKAN NATIVE & WHITE
- AMERICAN INDIAN/ALASKAN NATIVE & BLACK/AFRICAN AMERICAN
- NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER BALANCE/OTHER

4. Ethnicity: Hispanic Non-Hispanic

5. Is the head of the household Female? () No () Yes

6. Does the same child (age 6 or under) visit in your home for more than 3 hours a day at least 2 days of each week ? () Yes () No **(this is needed for the lead paint rules)**

7. INCOME ELIGIBILITY

A. MONTHLY Gross Income: _____ Source of Income: (wages, SSN, etc)

Myself \$ _____ from _____
Spouse \$ _____ from _____
Other \$ _____ from _____
Total \$ _____

Name & address of employers of the household members

I HEREBY RELEASE THE STATE OF KANSAS, THE CITY OF BELOIT AND THE NORTH CENTRAL REGIONAL PLANNING COMMISSION, BELOIT, KS FROM ANY AND ALL CLAIMS OF LIABILITY ARISING FROM CITY OF BELOIT'S HOUSING PROJECT.

Property owner Signature Date Property owner Signature Date

NOTE: **No application will be processed without the following documents:**

1. Proof of household income for all occupant(s) age 18 & older. Copy of last filed Income tax form 1040 (front & back of 1040 only). In the case of no tax return, documentation of Social Security benefits will be accepted.
2. Signed Authorization to Release information (attachment A)
3. Verification of property ownership (**deed must be registered at the register of deeds office in property owners name**).
4. Verification of current property insurance.
5. Verification of most recent paid real estate taxes (need receipt of 1st half or full payment of property taxes paid in December and /or May).
6. Verification of paid utility bills.
7. Signed "Soft Loan" Agreement (Attachment B)
8. Signed Rental Agreement – **if dwelling is a rental unit** (Attachment C)
9. Signed Lead Paint Notification (Attachment D) & Pre-Renovation Pamphlet (Attachment E)

DATE RECEIVED BY CITY / NCRPC: _____

Date received all above supporting documentation: _____ Approved () Rejected()

Reason for Rejection: _____

Signed: _____ date _____

(Attachment A)

Authorization to Release Information

To: _____

Re: _____
Account or Other Identifying Number

I/we have applied for or obtained a grant from the Beloit Housing Program (BHP). As a part of the process, BHP may verify information contained in my request for assistance and in other documents required in connection with the request.

I authorized you to provide to BHP, for verification purposes, the following applicable information:

- Past and present employment or income records.
- Bank accounts, stock holdings, royalties and any other asset balances
- Social Security, Railroad Retirement, Annuity, IRA, 401K stipend(s)
- Utility payment records
- Loan information
- Medical Records regarding LBP blood levels.

If the request is for a loan, I further authorize the BHP to order a consumer credit report and verify other credit information.

I understand that under the Right to Financial Privacy Act of 1978, 12 U.S.C. 3401, et seq., Beloit Housing Program (BHP) is authorized to access my financial records held by financial institutions in connection with the consideration or administration of assistance to me. I also understand that financial records involving my application will be available to the BHP without further notice or authorization, but will not be disclosed or released by BHP to another Government agency or department or used for another purpose without my consent except as required or permitted by law.

The information BHP obtains is only to be used in the processing of my request for assistance.

A copy of this authorization may be accepted as an original.

Your prompt reply is appreciated.

Applicant Signature	Date	Applicant Signature	Date
---------------------	------	---------------------	------

SUBSCRIBED AND SWORN TO before me this _____ day of _____ 20_____

Notary Public: _____

My appointment expires: _____, _____

(Attachment B)

SOFT LOAN AGREEMENT

THIS AGREEMENT made this _____ day of _____, 201_, by and between City of Beloit (hereinafter the CITY) and _____ along with _____ as married or unmarried person(s) (herein after referred to as the PROPERTYOWNER)

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

WHEREAS, the PROPERTY OWNER has applied to the CITY to be provided funding through the CDBG grant program; and

WHEREAS, the CITY has determined that PROPERTY OWNER is qualified for receipt of a 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 PROPERTY OWNER desire that the CITY disburse CDBG grant dollars in accordance with the grant application; and

WHEREAS, the CITY has disbursed \$ _____ in CDBG rehabilitation dollars to the PROPERTY OWNER;

WHEREAS, in accordance with the above recitals, the PROPERTY OWNER agree as follows;

1. That the correct legal description for the real property is as follows:
2. To continue to own and occupy and or rent 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 PROPERTY OWNER; and upon breach of any of the aforesaid covenants, PROPERTY OWNER agree to repay the CITY, a sum of money to be computed as follows:

Years after Completion	% of Amount of Soft Loan
1	25 - 36/36ths
2	13 - 24/36ths
3	1 - 12/36ths

4. The PROPERTY OWNER further covenants and agree that if the structure is totally

Property Owner Rental Agreement

THIS AGREEMENT made this _____ day of _____, 201_, by and between City of Beloit (hereinafter the CITY) and _____ along with _____ as married or unmarried person(s) (herein after referred to as the PROPERTY OWNER)

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

WHEREAS, the PROPERTY OWNER has applied to the CITY to be provided funding through the CDBG grant program for the repair of a rental property; and

WHEREAS, the CITY has determined the tenant's household and/or the PROPERTY OWNER is qualified for receipt of a 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 PROPERTY OWNER desire that the CITY disburse CDBG grant dollars in accordance with the grant application; and

WHEREAS, the CITY has disbursed \$ _____ in CDBG rehabilitation dollars to the PROPERTY OWNER;

NOW THEREFORE, in accordance with the above recitals, the PROPERTY OWNER agree as follows;

1. That the correct legal description for the real property is as follows:
2. To continue to own and rent the property repaired with CDBG funds to LMI tenants for a period of three (3) years after the verification of a income qualified tenant; and
3. To maintain the current rent structure of \$ _____ for present and future tenants (annual federal cost of living increase is allowed), or the Fair market Rent (FMR) as published by HUD for the County, whichever is less.
4. PROPERTY OWNER agrees not to discriminate against persons on the basis or race, creed, color, sex, age or national origin in the renting or leasing of the property repaired

Confirmation of Receipt of Lead Pamphlet

I have received a copy of the pamphlet, *Protect Your Family From Lead In Your Home*, informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

Printed name of person certifying lead pamphlet delivery

Date

Signature of person certifying lead pamphlet delivery

Pre-Renovation Form

Occupant Confirmation

Pamphlet Receipt

I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

Owner-occupant Opt-out Acknowledgement

(A) I confirm that I own and live in this property, that no child under the age of 6 resides here, that no pregnant woman resides here, and that the property is not a child-occupied facility.

Note: A child resides in the primary residence of his or her custodial parents, legal guardians, foster parents, or informal caretaker if the child lives and sleeps most of the time at the caretaker's residence.

Note: A child-occupied facility is a pre-1978 building visited regularly by the same child, under 6 years of age, on at least two different days within any week, for at least 3 hours each day, provided that the visits total at least 60 hours annually.

If Box A is checked, check either Box B or Box C, but not both.

(B) I request that the renovation firm use the lead-safe work practices required by EPA's Renovation, Repair, and Painting Rule; or

(C) I understand that the firm performing the renovation will not be required to use the lead-safe work practices required by EPA's Renovation, Repair, and Painting Rule.

Printed name of owner-occupant

Signature of owner-occupant

Signature Date

Renovator's Self Certification Option (for tenant-occupied dwellings only)

Instructions to Renovator: If the lead hazard information pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below.

Declined — I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the occupant declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.

Unavailable for signature — I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door or by (fill in how pamphlet was left). _____

Printed name of person certifying

Attempted delivery date

Signature of person certifying lead pamphlet delivery

Unit Address

Note Regarding Mailing Option — As an alternative to delivery in person, you may mail the lead hazard information pamphlet to the owner and/or tenant. Pamphlet must be mailed at least 7 days before renovation. Mailing must be documented by a certificate of mailing from the post office.

Housing Quality Standards

The Housing Inspector will inspect to health and safety issues, structural integrity and energy efficient according to HUD's cost effective guidelines. The Housing Inspector may eliminate work items to comply with the maximum cost, if the homeowner can not fill the gap. Inspection protocol will satisfy HUD requirements.

Standards

1. Utilities shall be provided for each property or project, including water, sewer, and electrical utilities. Approvable utilities include:
 - a. State approved city/Rural Water District (RWD) or county supplied water, sewer, electrical and gas utilities.
 - b. Privately owned water, sewer, electrical and gas utilities that have been approved by the state and local public institutions for use for residential dwellings.
 - c. For structures connected to an on-site water well, water must be tested and meet water quality standards for drinking water as required by the Kansas Department of Health & Environment (KDHE) for public water supplies; or water supply must be connected to an on-site package disinfecting facility and water must not contain toxic substances determined, in the concentrations present, to be harmful to human health by the KDHE or the Environmental Protection Agency (EPA).
 - d. For structures connected to existing on-site septic systems, the design of the system shall ensure that effluent from the septic system and disposal field is not discharging into public and private drinking water supplies, stagnating in pools on the surface or backing up into the residences. For septic systems installed, grantees are required to obtain a permit from the applicable state agency involved. Construction specifications shall follow guidelines established by the applicable state agency.
 - e. For structures connected to on-site propane tanks, propane lines connecting the tank to the building shall conform to Building Officials and Code administrators (BOCA) codes.
 - f. Structures connected to gas, propane, water, electrical or sewer shall be connected with piping or conduit that is not corroded, does not leak, or is otherwise not allowed by these standards. Bare steel gas lines must be inspected for safety by a local gas company and repaired, if necessary. The inspection report must be in each file.
2. Structural: All floors, stairs, ceiling or other load bearing structural members shall be free of hazards that would indicate a potential for the building or individual members of the building to collapse.
3. Roofs: Roofs shall be repaired or replaced if they have serious defects indicating the potential for structural collapse or if they allow the infiltration of significant amounts of water or air. If repaired, all critical joints in exterior roof construction shall be protected

by appropriately installed sheet metal, flashing material or rubberized roofing membrane.

4. Weatherization: All water piping in non-insulated spaces shall be insulated so as to keep them from freezing. All foundation crawl spaces shall be enclosed to prevent pipes from freezing in the winter. Pipes shall not be insulated with asbestos material. All asbestos insulating material shall be replaced with non-asbestos material or encapsulated with high-temperature paint or other EPA approved material.
5. Lead-Base Paint: The issue of lead-base paint must be addressed in every house built prior to 1978 receiving rehabilitation assistance in all HUD programs. See attached regulations. These lead-base paint regulations are applicable as to the amount of dollars spent on the housing rehabilitation activity.
6. Heating Appliances: All mechanical equipment shall be inspected for faulty operation, fire and other hazards. Repairs and replacement shall be made as needed and necessary to eliminate the hazard. Heating facilities shall be provided for each living unit. All new installations of heating appliances shall comply with the manufacturer's recommendations for installation and placement. All gas, propane, liquid and solid fuel burning appliances must be vented to the outer air.

Existing masonry chimneys or metal flues shall not have cracks or holes that permit smoke or fumes to be discharged. Deteriorated pipes or chimneys that have been determined by the inspector or the grantee to constitute a potential threat to the safety of the occupant shall be replaced. Existing unlined masonry chimneys which permit flames or fumes to be discharged should be removed and corrosion-resistant pipe one inch less in diameter than the interior of the chimney, or shall be lined with terra cotta. Vent pipes shall slope upward not less than $\frac{1}{4}$ " per foot.

Any asbestos-containing materials wrapped around vent pipes shall be removed or encapsulated with high temperature paint. Asbestos removal procedures shall conform to EPA regulations.

All heating applications shall be located in unconfined spaces that will provide adequate combustion air as recommended by the manufacturer of the appliances. Located in a confined space, adequate ventilation between the confined area and unconfined space shall be provided to allow adequate combustion air to enter the confined space.

7. Solid Fuel Burning Appliances: All existing chimneys and vents for solid fuel burning appliances shall be cleaned as part of the rehabilitation process. All chimneys and vents for solid fuel burning appliances shall terminate at least two feet above any part of the roof located horizontally with ten feet of the chimney or vent.

- a. Metal Flues: (1) Solid fuel burning appliances (wood, coal, etc.) shall be vented so that single walled pipe shall have at least 16" clearance from combustible material; (2) double walled pipe shall have at least 8" clearance from combustible material; and (3) triple walled pipe shall have at least 2" clearance from combustible material. Double walled insulated stainless steel pipe shall have at least 3" clearance from combustible material. All pipe-venting solid fuel-burning appliances shall have been approved by Underwriters Laboratories to withstand heat of 1,500 degrees or more for three hours. All galvanized pipe shall be of #10 thickness or of superior fire resistance.
 - b. Masonry Chimneys: Existing masonry chimneys being used to vent solid fuel burning appliances shall be constructed of at least 8" of solid masonry around the vent below the roofline and 4" of solid masonry around the vent above the roofline. Combustible material above the roofline shall have at least 2" clearance from the flue built of less than 8" of solid masonry. All such chimneys shall be lined with terra cotta or firebrick.
 - c. Placement: Solid fuel burning heaters shall not be placed within 36" of any unprotected walls or within 18" of an unprotected floor. Protection of walls and floors may be provided with or without ventilated spaces between the protection and the wall. Ventilating spaces shall consist of one-inch space between a listed noncombustible material and the wall. Spacers and ties between the material and the wall shall be noncombustible and shall be resistant to heat conduction. Spacers shall not be placed between the appliances and the wall. With wall protection and ventilated space, clearance between the appliances and the wall may not be less than 12". With wall protection and no ventilated space, clearance between the appliance and wall may not be less than 24" unless more than 4" of solid masonry is used as the protection.
8. Plumbing: Plumbing systems shall operate free of clogging and shall not have cross connections that permit contamination of water supplies or back siphoning between fixtures.
- a. Water and sewer lines shall be free of major leaks that cause serious and persistent levels of rust or contamination of the water, or which damage other elements of the building. All water lines in unheated areas shall be insulated so as to keep them from freezing.
 - b. All natural and liquid propane gas piping shall be free of leaks. Pipes feeding each individual gas fueled appliance shall have a shut-off valve. Gas lines shall be free of corrosion that potentially could cause a gas leak soft copper piping and other non-rigid piping shall not be used in replacing and installing natural gas lines. Soft copper piping used in installing or replacing propane gas lines shall not be located in areas where it is accessible to tampering by children or located in passageways where it can be potentially kicked, stepped on or bent, so as to cause leakage of gas around flange connections.

9. Electrical: Existing wiring and electrical equipment, where its continued service is contemplated, shall not be a potential source of electrical hazard or ignition of combustible materials. Wherever potential hazards are determined to be present, replacement of existing wiring or equipment shall be made. Existing facilities that are inadequate to meet anticipated demand shall be replaced to meet that demand. Inadequate facilities include the use of power strips if more than two appliances are used regularly by that outlet. Hazards such as broken wiring, non-insulated wiring, frayed wiring, a light fixture hanging from an electrical wire without other visible means of support, missing cover plates on switches, outlets and junction boxes exposed to the occupants of the dwelling or which are covered with combustible material, knob and tube, aluminum or obsolete wiring systems, badly corroded outlets, exposed fuse box connections, and overloaded circuits evidenced by frequently blown fuses, shall be eliminated.
 - a. New electrical work shall be installed using the appropriate provisions of the National Electrical Code as it has existed with the last ten years. Not less than two general lighting circuits (15 amp) and one appliance circuit (20 amp) shall be provided.
10. Bathroom
 - a. Commode: Bathrooms must have a working commode for the exclusive use of the occupant. The commode must be connected to a water supply and sewer. The commode must not leak, have clogged water lines or have a sewer line that is clogged or backs up.
 - b. Lavatory: Bathrooms must have a fixed wash basin or lavatory that is permanently and securely fastened to the wall. The lavatory must be equipped with hot and cold running water and have a working drain with a gas trap.
 - c. Bathtubs and Showers: Bathrooms must be equipped with a working tub or shower with hot and cold running water and have a working drain with a gas trap.
11. Termite Treatment: Chemicals applied as termite treatment shall only be applied to a house by a person that is a licensed commercial applicator. Persons who are licensed shall not assign persons who are not licensed responsibility for treating a house. Grantees shall keep documentation showing that the person chosen to undertake termite treatment is a licensed applicator. EPA has banned use of chlordane; therefore it is also not allowed on HUD funded rehabilitation projects.
12. Materials: All materials shall be installed in locations and for purposes that are recommended by the manufacturer of the materials.
13. Smoke Detectors: All units shall be equipped with at least one hard-wired operating smoke detector (if the unit is being rewired) or a battery-operated smoke detector located near the sleeping quarters, and on each level of the house, including basement.

14. Weatherization Standards: All houses shall be equipped with the following weatherizing improvements:
- a. Windows: All windows shall be equipped with two layers of glass (storm windows count as one layer) and glass panes shall be intact. Windows shall not allow the significant entry of air or water into the structure from around the windows, sashes or window casings. Window casing that are replaced shall be filled with insulation.
 - b. Doors: All exterior doors shall be weather stripped. Weather stripped doors that allow the significant entry of air or water into the structure shall be replaced or repaired to eliminate this problem.
 - c. Ceiling Insulation: Ceiling insulation shall be provided over all habitable areas. Combustible materials, such as bead board or Styrofoam, shall not be used for attic insulation. All ceiling shall be insulated to at least R-30 or as can be determined for a particular structure using HUDS's Cost Effective Energy Conservation Standards for Rehabilitation Programs.
 - d. Sidewall Insulation: All sidewalls shall be insulated to R-11 or better or as can be determined for a particular structure using HUDS's Cost Effective Energy Conservation Standards for Rehabilitation Programs. Walls in spaces heated with solid fuel-burning heating appliances are exempt from this requirement. Sidewall insulation shall not be installed using bead board, Styrofoam or other combustible materials. When exterior walls are repaired by, removing existing sheathing or interior wall covering, insulation shall be provided by the exposed portion of the wall cavity, a vapor barrier shall be provided on the warm side of the cavity or furring when insulation is added.
15. Access to the Unit
- a. Where access to the structure is outdoors and more than 12" above grade, steps shall be provided for all-weather access to the building and constructed so as to provide safety and reasonable durability.
 - b. Where access to the unit is on the interior of the structure, each unit shall not have its only access through another unit.
 - c. A primary entrance readily accessible to the handicapped in accordance with the provisions of ANSI A117.1 shall be provided to any residential structure intended for occupancy by the physically handicapped.
16. Dilapidated Elements: All dilapidated portions of the existing properties which are not economically repairable or which are not of historic significance and which pose safety hazards to the occupants of the dwelling shall be removed from the building.
17. Dirt and Debris: Properties that are rehabilitated shall be free of dirt, debris or other unsightly elements that are the result of the rehabilitation process.
18. Light and Ventilation
- a. Ventilation: Natural ventilation of spaces such as attics, enclosed basements and crawl spaces, shall be provided by openings of sufficient sizes to overcome

dampness and minimize the effect of conditions to decay and deterioration of the structure, and prevent excess heat in attics. Exterior openings shall be effectively screened where needed.

- b. Ventilation of utility spaces: Utility spaces which contain solid, liquid or gas-burning heat-producing or air conditioning equipment shall be ventilated to allow adequate combustion air.
- c. Windows: There shall be at least one operable window in the living room and bedrooms. Kitchens and bathrooms not having an operable window shall have a working ventilation system.

19. Doors and Access Openings

- a. Exterior Doors: Exterior doors installed will have safety locks.
- b. Stairways: All stairways shall provide for safety of ascent and descent and shall be equipped with handrails at an appropriate height for the owner of the residence. Risers shall not be more than 12" in height and not less than 10" in width, unless conditions make the installation of risers less than 12" in height impossible.

20. Structural Components: All structural components of the building shall be in sound condition and considered serviceable for the expected full life of the rehabilitated buildings. Individual structural members in seriously deteriorated condition shall be replaced.

- a. Ceilings: Ceilings shall not have large cracks or holes that allow significant entry of air into the unit. Ceilings shall not buckle or bulge, have missing parts or have loose surface materials other than paper.
- b. Interior Wall Conditions: Interior walls shall not have loose structural members, large holes (over 1" x 1" in size), or allow the significant infiltration of air or water into the structure.
- c. Floor Conditions: Floors shall not have threats to safety (e.g. tripping) or large cracks or holes that allow substantial drafts to enter the structure. Floors shall not significantly move under walking stress and shall not have damaged or missing parts such as: floor joists, band joists, plates and sub-flooring.
- d. Foundations: Foundations shall provide for the adequate support of structural members and loads placed upon them. Foundations shall prevent the entrance of water or excessive moisture. Serious defects shall be repaired and cracks effectively sealed. Foundation walls shall not allow the significant entry of ground water. "Significant" means that the majority of the basement floor or crawl space area is covered with ground water. Any new footings installed shall provide for subsurface drainage away from the foundation.
- e. Drainage: Any deficiencies in proper grading, guttering or paving adjacent to the building shall be corrected to assure surface drainage away from the basement or crawl space.

- f. Exterior Walls: Exterior walls shall provide safe and adequate support for all loads placed upon them and shall prevent the excessive infiltration of air or moisture. Serious defects shall be repaired and cracks effectively sealed.
- g. Roofs: All roofs shall have suitable watertight and reasonable durable covering free of holes, cracks, excessively worn surfaces or other defects that would indicate the potential for significant infiltration of air, water or excessive moisture. Repairs to roofs shall be completed in accordance with new construction standards unless the area to be repaired is less than 1/10 of the surface of the roof. If gutters, soffits, fascia or other elements allow the significant entry of water or air into the structure, they shall be replaced to eliminate this problem. Roofs should not need replacement for at least a five-year period.

21. Kitchens and Baths

- a. Kitchens: Kitchens must be supplied with a sink that has hot and cold running water. Sinks should have a working drain with a gas trap and must be securely fastened to the wall. Kitchens must have a stove or a range with an oven. Top burners and oven must be operable. A refrigerator must be present and working and it must maintain a temperature low enough so that food does not spoil over a reasonable period of time.
- b. Bathrooms: Bathtub and shower bases shall be appropriately sealed to prevent water from damaging the floor. Bathroom floors shall be covered with a waterproof covering. Showers or tubs installed in housing for the elderly and handicapped shall be provided with two grab bars installed to sustain a dead weight of 250 pounds for five minutes. Tub or shower bottom surfaces shall be slip resistant. Shower enclosure areas shall be tiled or covered with a waterproof surface from the floor to five feet above the floor. Barriers shall exist between all drains and water supplies on bathroom fixtures to ensure that wastewater does not flood water supply systems.

22. Plumbing

- a. Domestic Hot Water Heating and Storage: Each building or unit within the building shall have domestic hot water in quantities sufficient for the needs of the occupants. Existing water heating and storage equipment shall be in good serviceable condition. Gas water heaters shall not be installed in bathrooms or rooms designed and used for sleeping purposes. All fuel-burning water heaters shall be connected to a vent leading to the exterior of the building. As required for venting of heating equipment, vents shall not have cracks or holes that allow fumes to be discharged. All water heaters shall have a shutoff valve on the water supply line close to the heater. All water heaters shall have a temperature/pressure relief valve and discharge pipe.
- b. Water and Sewer Lines: All water and sewer lines that have the potential for major leaks that could cause serious and persistent levels of rust or contamination of the water, or which potentially could damage other elements

of the building, should be replaced. Sewer lines servicing a building shall be equipped with a clean-out screw. Building wastewater shall be appropriately vented to the outside air to prevent the buildup of gases in the sewer line. All water supply lines feeding toilets, sinks, showers, lavatories, hot water heaters and other plumbing fixtures shall be installed with shutoff valves. All lead water and waste disposal lines shall be replaced with non-lead material. Lead base solder shall not be used to connect copper water supply lines. Gas traps will be provided for washing machine waste disposal lines unless airtight connections have been made.

23. Mechanical: Heating facilities shall be provided for each living unit, which is safe to operate, economical to operate and are free from objectionable drafts. Flue connections shall not allow exhaust gases to enter the living areas. Fuel tanks shall not be in close proximity to heat sources (at least 10 feet, or the standard recommended by the manufacturer or regulating code). Combustible materials shall not be stored in close proximity to heat sources or flues.
24. Electrical: All habitable rooms and other spaces requiring electrical service shall be provided with a system of wiring, wiring devices, and equipment to safely provide electrical energy for proper illumination, appliances, resident security and other electrical equipment. There shall be at least two working outlets or one working outlet and one light switch in kitchens, corridors, bathrooms, bedrooms, utility rooms and living rooms. At least 100 amp service shall be provided for houses that have 200-volt receptacles.

**Contractor Guidelines
For The City of Beloit
Housing Rehabilitation Program**

In order to be eligible to work on houses in the City of Beloit Housing Rehabilitation program, contractors must meet the following program requirements.

I. Contractor Eligibility

- A. Contractors are placed on the Bidders List through contact with the City or Project Administrator.
- B. Contractors will be asked to provide work and credit references.
- C. Contractors must have good references.
- D. Contractors must be in good standing which means they will not appear on the Department of Labors debarment list.

II. Contractor Requirements

- A. Contractors must comply with all federal and state guidelines, rules, regulations and orders issued by the U.S. Department of Housing & Urban Development, the U.S. Department of Labor, and the Kansas Department of Commerce governing the City of Beloit Housing Rehabilitation program.
- B. Contractors may not work on more than one house in the City at one time, unless the dollar value of a housing rehabilitation contract is less than \$2,500; except under special exceptions granted by the City Council.
- C. Contractors shall provide and shall require any subcontractors to provide certificates or other evidence of insurance prior to signing a contract certifying that for the period covered by any contract all contractors and subcontractors carry:
 - 1. Workmen's Compensation Insurance for all owners, employees and employees of subcontractors engaged in work on the premises, in accordance with Kansas Workmen's Compensation Laws.
 - 2. Manufacturers and Contractors Public Liability Insurance with limits of \$100,000/\$300,000 to protect the contractor, his subcontractors, and the owners, as their interest may appear, against claims for injury to, or death of, one or more than one person, due to accidents which may occur or result from operations under any contract; such insurance shall cover the use of all equipment, machinery, hoists and motor vehicles used in the performance of work.

3. Property damage insurance in an amount not less than \$25,000 to protect the contractor, his subcontractors and the owners, as their interests may appear, from claims for property damage that might arise from operations under any contract.
 4. Any and all additional insurance required by the laws of the State of Kansas.
 5. Documentation that they are a KDHE licensed renovation firm.
 6. All workers on the job site must have completed an approved LSWP training and be a certified renovator.
 7. If roofing work will be performed, the firm and sub-contractor that will be performing the roofing improvement must be certified roofers.
- D. An invitation to bid will be sent to all contractors. Those contractors interested will be sent a bid package which will include:
1. Instructions to bidders, which will include bid tour date and bid opening.
 2. The final bid specifications for each house.
 3. A required Bid Proposal form for each house.
 4. A notice of where lead hazards have been identified.
- E. Contractors send sealed bids to the Beloit City Clerk.
- F. Bid selection will be determined by the following factors for each house:
1. Lowest bid.
 2. Each contractor will not be awarded more than three contracts per bid opening, unless waived by the governing body.
 3. Low bid on individual line items selected for inclusion in the final contract document specifications.
 4. Quality of workmanship on previous projects.
 5. Performance on previous contracts with federal and state funds.
 6. References supplied by the contractor.
- G. City Council approves the best bid.
- H. Requesting change orders must be done through the inspector.
- I. The Accounts Payable deadline is the Wednesday before the City Council meeting on the 1st or 3rd Tuesday of each month. Payment is then issued on the Thursday following the Council meeting.

City of Beloit

Residential Structure

Demolition Plan

DEMOLITION PLAN

Beloit, Kansas, 2014

1. Target Area Location: \$32,500.00 in CDBG funds has been budgeted for demolition and site clearance of dilapidated and unsafe housing units within the City Limits of Beloit.
2. Structure Eligibility: Upon a request to demolish an unsafe, dangerous or blighted structure, the Inspector shall certify that the structure to be demolished is in condemnable condition and presents a hazard to public health and safety. A structure not deemed condemnable by the Inspector shall not be eligible for this program.
3. Eligible Activities: Structures that are in condemnable condition will be removed under this plan. Structures to be removed using CDBG funds will be within the target area and would comply with Beloit's Voluntary Demolition program. These activities would result in the improvement of the health and safety of the residents. A completed demolition shall include the following: the removal of the dilapidated residential structure(s), the removal and capping off of the sewer, gas and water lines to where they enter the structure, complete removal of all cement or block foundation material, the removal of all demolition debris including old sewer, water and gas lines, the back fill any holes and the final leveling of the site.
4. Ineligible Activities: Any activity, which does **not** result in the removal of a blighting influence or improving the health and safety of the citizens of Beloit.
5. Expenditure Limits: The maximum amount allowed, per demolition using grant funds, will be \$6,500 per unit.
6. Application Procedures: Applications will be accepted from all citizens for demolition of dilapidated structures. Applications must be turned in to the City Clerk or Project Administrator during business hours or by mail by _____, 2014. Applicants receiving the highest number of points receive first consideration and the rest in descending order. A maximum of 2 applications per property owner per application period will be considered. The initial application period ends _____, 2014. Additional application periods will be announced as needed. In the case of equal points, the earliest completed application filing date will serve as the tiebreaker. Points will be awarded as follows:

Income	Points
Less than 60% of the maximum income limit	5
Household Characteristics	
Submitted a Pre-Application included in City's grant application	10
Structure for demolition on multiple lots (points awarded on lots greater than 1)	2 per additional lot

Each Property Owner(s) or structure must meet the criteria listed below:

- The Property Owner(s) shall show proof of ownership of the property and paid property taxes.
- A housing unit will qualify for demolition if: a) it has not been occupied for a minimum of 3 months or b) the housing inspector has certified the dwelling can not be rehabilitated for less than 75% of the Fair Market Value. No viable housing unit will be demolished.
- Property Owner(s) shall remove all items of value and turn the structure over to the city by signed affidavit.

The final determination of recipients and work to be done will be dependent upon findings of the preliminary inspections, cost estimates and contractor bids.

7. Role of Property Owner(s): Property Owner(s) agree to allow the demolition work and to provide access to the property by the demolition personnel. Access will be required for preliminary inspections, pre-bid conference inspections, demolition and ongoing inspection of work. A waiver of liability must be completed for each property, which is included in the application. Upon completion of the demolition, the PROPERTY OWNER(S) shall maintain the property and keep all foliage mowed.
8. Complaint Procedures: All complaints or concerns regarding civil rights, fair housing the administrator, inspector, contractor or the workmanship on this project should first be made in writing to the Beloit City Clerk. The City Clerk will then determine the appropriate source to contact to resolve the dispute. If the grievance remains unresolved after fifteen days, the grievance will be reviewed by Housing Board Chairman and the Mayor with the assistance of the Administrator and/or the Inspector, (if they have not been named in the complaint). A written recommendation of resolution will be forwarded to the Beloit City Council.

Any unresolved civil rights and fair housing issues will be forwarded to the Kansas Human Relations Office, Salina, KS for investigation and resolution.

9. Demolition Contract Procedures: Procurement procedures of the CDBG program must be used for procurement of services, materials and products. Competitive sealed bids for demolition will be taken for individual properties.
 - Bids will be solicited from known suppliers and notices to bidders will be publicly advertised. All parties interested in bidding will be provided with clear and accurate description of the technical requirements of the service to be procured, as well as any other requirements which offer's must fulfill, and all other factors to be used in evaluating bids or proposals.
 - In the event an insufficient number of bids are received, or the bids are unacceptable, the work may be re-bid or alternative procurement procedures may be used, such as the Small Purchases procedures or Non-Competitive negotiations.

- Awards shall be made only to responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to price, as well as such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources.
- All bids will be reviewed and awarded by the Beloit City Council.

10. Amendments to the Demolition Plan: The City may amend provisions of the Demolition Plan with the concurrence of the Governing Body and KDOC.

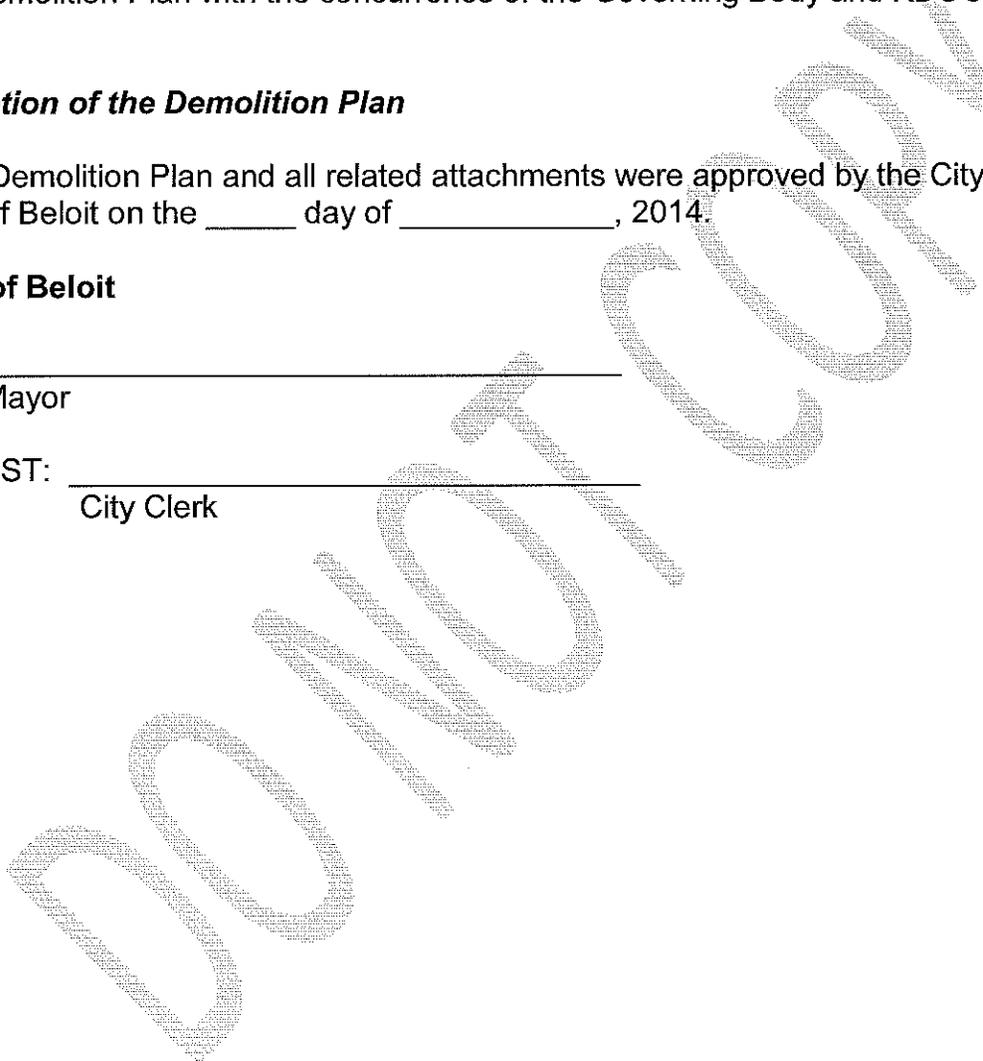
Adoption of the Demolition Plan

This Demolition Plan and all related attachments were approved by the City Council of the City of Beloit on the _____ day of _____, 2014.

City of Beloit

BY: _____
Mayor

ATTEST: _____
City Clerk



APPLICATION FOR DEMOLITION

1. PROPERTY OWNER (s) NAME: _____
Property Owner Property Owner

ADDRESS: _____

TELEPHONE: (HOME:) _____ (WORK) _____

2. NUMBER OF PERSONS IN HOUSEHOLD: _____ disabled? () yes () No
Household income (from latest 1040 tax form) \$ _____ a copy of tax form
must be submitted for point assignment.

3. ETHNIC/RACIAL BACKGROUND OF PRIMARY INCOME EARNER (Please check one):

- WHITE BLACK/AFRICAN AMERICAN BLACK/AFRICAN AMERICAN & WHITE
- AMERICAN INDIAN/ALASKA NATIVE ASIAN ASIAN & WHITE
- AMERICAN INDIAN/ALASKAN NATIVE & WHITE
- AMERICAN INDIAN/ALASKAN NATIVE & BLACK/AFRICAN AMERICAN
- NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER BALANCE/OTHER

4. Ethnicity: Hispanic Non-Hispanic

5. WHAT IS THE ADDRESS OF THE PROPERTY TO BE DEMOLISHED?

_____, Beloit, KS

6. WHAT STRUCTURES DO YOU WANT DEMOLISHED? __ house __ garage __ shed(s) __ all
other _____

7. IS THERE A WELL OR SEPTIC TANK LOCATED ON THE PROPERTY? ___ Yes ___ No
If yes, attach map where the well and/or septic is located.

✦ Attach a copy of the demolition property's deed and proof of paid property tax.

Certifications:

I CERTIFY, AS THE ABOVE PROPERTY OWNER, THAT ALL INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE. IF THE APPLICATION IS APPROVED, I AUTHORIZE DEMOLITION TO BE ACCOMPLISHED UNDER THIS CDBG PROJECT AND WILL PROVIDE ACCESS TO THE PROPERTY, AS REQUIRED, BY DEMOLITION PERSONNEL

IF WE CERTIFY THAT ALL ITEMS OF VALUE WILL HAVE BEEN REMOVED AND THE STRUCTURE WILL BE READY FOR DEMOLITION ON OR BEFORE _____.

Applicant – Print Name

Applicant Signature

Date

Applicant – Print Name

Applicant Signature

Date

SUBSCRIBED and SWORN TO before me this _____ day of _____ 20____.

Notary Public

My Appointment expires: _____

Demolition Permission

Date: _____

TO: City of Beloit
119 N. Hersey Ave.
Beloit, KS 67420

PERMISSION and authority is hereby granted to the City of Beloit upon the following described (from deed) real estate to-wit:

Otherwise, known as _____
and the undersigned agrees that the City of Beloit, Kansas, or its assigns, may move, remove, relocate, raze or destroy the structure or structures located on the property owned by the undersigned.

The undersigned further bargains and sells unto the City of Beloit, Kansas, all of the structures and salvageable materials of whatever nature and description produced by the removal of said structure or structures.

The undersigned hereby certifies that the undersigned is the owner in fee simple of said real estate and said premises are free and clear of all liens and encumbrances of whatever kind and nature except:

The undersigned certifies the property listed above has been vacant for no less than 90 days (3months) of this agreement.

The undersigned further releases and discharges the City of Beloit, Kansas, from any and all claims, rights or damages caused by reason of such removal, relocation or destruction.

SIGNED THIS _____ DAY OF _____, 20 _____.

SIGNATURE OF OWNERS:

Subscribed and sworn to me this ___ day of _____, 20 ____.

NOTARY: _____

My Commission Expires: _____

DO NOT COPY

