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HOME REPAIR PROGRAM REQUIRED READING

General Conditions and Expectations for the Property Owner

PART I - DEFINITIONS:

1. *Owner* = refers to the legal property owner as shown on the property deed filed at the Nez Perce County Recorder's Office. The Owner must also live at the location where they are applying for assistance.
2. *Contractor* = the State Licensed & CmDv registered Contractor awarded the bid proposal to perform work.
3. *CmDv* = the City of Lewiston's Community Development Department which acts as a facilitator to process applications, define the scope of work to be repaired, reviews the scope of work for pricing, inspects the work for code compliance and pays the Contractor once work is complete and accepted, on behalf of the Owner.
4. *HUD Entitlement Funding* = a limited amount of money, provided by HUD (Housing & Urban Development Department) to the City of Lewiston and managed by CmDv. The money is divided into different programs to assist the community.
5. *CDBG Home Repair Program* = a program defined by CmDv, with an allocated budget. The program is intended to assist low and moderate-income qualified applicants to improve and extend the life of their owner occupied single-family houses. Applicants must be qualified to participate. The maximum funding limit is \$25,000 per structure. A lien is required for the receipt of funds; however, the lien is released upon completion of the terms and conditions.
6. *Eligible* = preliminary program requirements have been satisfied and your application is moved to the next stage of the qualification process.
7. *Qualified* = a comprehensive, defined set of program perimeters have been satisfied and the applicant is approved to participate in the program.

PART I – INTRODUCTION:

The intent of the Home Repair Program is to make repairs to remove safety and health hazards within the existing Owner-occupied, single-family residential house and extend the structures useful life. The repairs should also help lower maintenance costs, provide energy efficiency and extend the useful life of the structure. These repairs are required to be performed to maintain the structure within the conditions defined in Lewiston City Code Chapters 10 and 15. The program assumes that when the house was originally built, that it was built in compliance with the building codes of that time. Any repair work performed must meet the standards of the current building regulations in Lewiston City Code Chapter 10.

Applications will be accepted from residents living within the City of Lewiston that meet certain criteria related to target neighborhoods/location, feasibility, income, age, occupancy and ownership. The City offers three (3) types of loans that can be used for the program based on household income.

1. **Forgivable Loan:** If your total household income is in the range of extremely low, as classified by the federal government, you may qualify for a forgivable loan. A forgivable loan is a form of a loan in which its entirety, or a portion of it, can be forgiven for a period of time when certain conditions are met. This means that the property

will be liened for the amount invested and will be released upon successful completion of the terms and conditions within the agreement.

2. **No Interest Deferred Loan:** If your total household income is in the range of low, as classified by the federal government, you may qualify for a no interest (0%) deferred loan. A no interest-deferred loan is a 0% interest rate with no monthly payments once the rehabilitation work is completed. There will be a lien, signed by the homeowner(s), placed on your home for the amount used. Payment in full is required if you transfer ownership, sell, refinance, pass away, or otherwise cease to occupy the property as your primary residence.
3. **Low Interest Deferred Loan:** If your total household income is low moderate, as classified by the federal government, you may qualify for a low-interest (3%) deferred loan. A low interest deferred loan has a 3% interest rate with no monthly payments once the rehabilitation work is completed. There will be a lien, signed by the homeowner(s), placed on your home for the amount used. Payment in full is required if you transfer ownership, sell, refinance, pass away, or otherwise cease to occupy the property as your primary residence.

Eligible Activities:

Eligible costs include repair or replacement of electrical, heating and plumbing systems. It also includes roof replacement and repairs to remedy mold, dry rot, and water damage. Also included are energy-related improvements, lead-based paint hazard reduction and improvements for disability access.

Eligible costs include additional work required to rehabilitate and bring it into compliance with current building codes and regulations. Painting, weatherization, energy efficient improvements and disability access are decided on a case-by-case basis and must be in conjunction with another repair required to address health and safety concerns, or to meet code requirements. Disability access must be shown to benefit a present need; it cannot be done for future need.

All improvements must be physically attached to the property and permanent in nature. They must remain with the home if the home is sold. Driveways, landscaping and fencing are generally not eligible, but may be on a case-by-case basis. For instance, a driveway with a large crack can present a safety problem for a person in a wheelchair or a blind person; an ambulatory person would be expected to see and avoid such a crack.

Ineligible Activities:

Property improvements not related to health and safety are not permitted. A partial list of ineligible upgrades are: bar-b-ques, outdoor kitchens, patios, decks, patio covers, swimming pools, hot tubs, animal shelters, sports courts, storage sheds, workshops, fountains, security systems, luxury items, TV antennas, plantation shutters, wall paper, upgraded carpet, built in entertainment centers, granite counter tops; travertine tile, and garage floor coatings.

Freestanding appliances, such as refrigerators, washers and dryers and window air conditioners are not included. Only built in appliances, such as garbage disposals, dishwashers, stoves and ovens may be replaced if they are broken. All improvements must be physically attached to the property and permanent in nature. They must remain with the home, if the home is sold.

PART I – APPLICATION PROCESS:

CmDv will accept applications for thirty (30) consecutive business days or until funding has been exhausted. This application period will be advertised in The Lewiston Tribune and fliers will be distributed to neighborhood groups and churches. **The applicant must meet with CmDv staff in person to collect application information.** Completed applications will be processed in the order they are received.

If additional information or supporting documentation is required, the applicant will have fifteen (15) additional consecutive business days (following the week of applications) to submit the required documents. **Applications are not considered complete until all qualifying documents have been turned in.** Any documentation not collected within these fifteen (15) consecutive business days will not proceed through the eligibility or qualification process and will be placed on a waiting list for the next application period.

Once the application is complete and all documentation is collected, it will be stamped and dated. Applicants will then be placed on the waiting list according to application completion date. Documents submitted to the CmDv for application consideration ARE NOT returned to the applicant regardless of whether application is approved or denied. NO EXCEPTIONS.

CmDv will only be able to assist a certain number of applicants during one fiscal year. This is based on the limited funding allotted to each program, each year.

PART II – APPLICANT ELIGIBILITY PROCESS (Step One):

CmDv will review applications to verify that you meet the ownership, income, location, age and occupancy requirements defined by the program. This process may take 3 to 4 weeks. You must meet all of the required criteria and provide verification documents in order to move to the next process. Required documentation can be found on the Home Repair Program Application Checklist.

PART III – STRUCTURE FEASIBILITY PROCESS (Step Two):

If you are considered *eligible*, you will be contacted to schedule a time for a City Inspector to come to your home to determine structure feasibility and develop an initial “scope of work” or “work description”. The repairs are classified as “imminent danger” or “approved repairs”. This process may take 3 to 4 weeks. The items added to the work description are final. Although the Owners input will be considered, the Owner does not decide what work will be done. Should the Owner disagree / refuse the proposed scope of work or insist on additional work be performed, the Owner will be removed from the eligibility list.

If hoarding conditions are discovered, the homeowner must clear the home of any items or objects that may pose a safety risk before the work is performed. Failure to do so will result in disqualification from the program.

Quite often, the costs of imminent danger repairs needed in a home exceed the program maximum funding limit, therefore, it would not be feasible for the CmDv to offer rehab / repair work for that structure. If this occurs, the property location will be disqualified. A notification letter will be sent to the address on file letting the Owner know the feasibility status. The Owner may opt to make repairs with their own personal funds and may re-apply at a subsequent year.

The Senior Inspector, CmDv Specialist and Building Official will examine the scope of work and prioritize what repairs are most critical in need of repair. Then, based on the program-funding limit, the current value of the house will be compared to the program-funding limit. If it is deemed reasonable to proceed with the “approved repairs”, the Owner will be notified that they are *qualified* to receive program assistance. It may be 6 to 8 weeks from the time of application before you are notified of your qualification status.

This is the final step in *qualifying* the applicant and the structure to participate in the program. In addition, should the Owner reject the work description to be performed, the Owner will be disqualified from participation in the program.

PART IV – CONTRACTOR AWARD:

The Owner(s) will be asked to come in to visit CmDv to meet with the CmDv Specialist and Senior Inspector to sign the REHAB Contract Agreement, a detailed scope of work explaining what repairs will be performed and a tentative date for work to begin.

The work description will be used by the Owner to solicit at least three (3) bids or quotes from contractors. At this time, the *qualified* Contractor is selected, on the owner’s behalf, based on the lowest responsible, responsive bid received. The Contractor cannot decide the scope of work to be performed. The Contractor is also **not** authorized to make any changes to the scope of work without permission from the CmDv Specialist.

The Owner enters into a contractual agreement with the Contractor to perform a specific scope of work for an agreed price. The Owner enters into a contractual agreement with the City for the payment and lien for CmDv to pay the contract price on the Owners behalf, after all work is complete and passes inspection.

PART III – BEGIN REPAIRS:

The Contractor shall begin the defined rehab / repair work within the next 2 to 4 weeks of contract signing. The Contractor will contact the Owner to schedule the time in effort to coordinate entry into the house. Work may take a maximum of thirty (30) days depending on material delivery or other unforeseen events. Contractor may request up to ninety (90) days to complete all work.

It is imperative that the Owner make every arrangement possible to accommodate the Contractor to work in / on the structure. If the Contractor has made three (3) attempts to coordinate a time and is unsuccessful, the project will be abandoned and the Owner will be responsible to pay the Contractor the full amount of the contract, even if the work is not completed. The Owner will also be disqualified from further participation in the program. Should there be some extenuating circumstance on the Owners part, they shall be responsible to notify the CmDv Specialist immediately.

The Owner shall also be required to allow the Contractor to use, at no cost, existing utilities such as light, heat, power, and water necessary to carry out and complete of the work. The Owner shall be responsible to clear any movable obstructions, such as furniture or rugs, in the areas to receive work. If obstructions are not cleared prior to the start of work, the project may be disqualified and the Owner will be responsible to pay the Contractor the full amount of the contract. It is advised that the Owner cover materials to protect them from dust or debris during the work phase.

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons for property, either on or off the site, which occur as a result of his actions. Applicable City and State codes shall be observed and the Contractor shall take additional safety and health measures as the CmDv may determine to be reasonably necessary. The Contractor shall keep premises clean and orderly during the course of work and remove all debris upon completion of work. Any and all materials and equipment removed and replaced as part of the work shall belong to the Contractor.

The City may hire a lead based paint testing services firm to test areas that are considered to receive work. This precaution is to assure compliance with the Lead-Based Paint Poisoning Prevention Act and the regulations of the U.S. Department of Housing and Urban Development as published as 24 CFR Part 35.

The Contractor is responsible for calling the City Permit Representatives and City Inspectors for permits and inspections to verify code compliance with all work performed. Once all work is complete, the Inspector will require both the Contractor and the Owner to meet onsite to discuss the work performed. Both parties will be required to acknowledge a Contractor / Owners Acceptance of the work performed and discuss warranty conditions.

The Contractor shall guarantee his work against faulty materials or workmanship for a period of one (1) year and replace same at the direction of the CmDv at no cost to the Owner or CmDv. The one (1) year period shall begin on the date of the issuance of the Certificate of Completion. The Contractor shall also furnish the Owner with all manufacturers and supplies written guarantees and warranties covering the materials and equipment furnished under the Contract.

The Contractor and Owner shall understand that CmDv is not responsible for any dispute between the Contractor and Owner. Should a dispute arise concerning the work performed, the Contractor and Owner must comply with the contract between the Owner and the Contractor. A copy of the contract between the Owner and Contractor must be provided to the CmDv Specialist.

PART IV – CONFLICT OF INTEREST:

The City of Lewiston receives funding from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG). HUD regulations at 24 CFR 570.611 and 24 CFR 92.356 outline Conflict of

Interest provisions applicable to the City's operation of CDBG. Applicants with a presumed Conflict of Interest are subject to additional requirements and pre-approval by HUD.

Covered Persons: Known as a "Covered Person," any person who is an employee, agent, consultant, officer, or elected or appointed official of the City of Lewiston is presumed to have a Conflict of Interest during their tenure and for one (1) year thereafter.

Any immediate family member of a Covered Person is presumed to have a Conflict of Interest. Whether by blood, marriage, or adoption, immediate family members include a spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepbrother or stepsister), grandparent, grandchild, and in-laws.

Any individual with business ties to a Covered Person is presumed to have a Conflict of Interest. Business ties include situations in which there is an ownership interest in any business entity (e.g. limited partnerships, limited liability companies, etc.) or real estate involving a Covered Person and another individual; payment or receipt of salary, wages, professional fees, or other compensation between a Covered Person and another individual (including entities owned in whole or part by the other individual); or any lender/debtor/guarantor relationship between a Covered Person and another individual (including entities owned in whole or part by the other individual).

PART V – TEMPORARY RELOCATIONS

It is the intent of CmDv to prevent homeowner displacement. CmDv will not approve any rehab project that will cause a possible permanent or long-term displacement. Only rehab projects with very short-term possible displacement and very limited temporary relocation will be approved. Exceptions will be granted strictly for extreme situations involving natural disaster or situations beyond the contractor's control.

In such event, the homeowner will be notified, accept the relocation rules, and complete the relocation form before signing the contract. If the relocation is based on lead remediation, then an Environmental Consultant's Recommendations for relocation is required in writing and shall be documented in the applicants file. Special attention will be given to child occupants younger than six (6) years old and the consultant must be informed before completing the lead report. Lead testing in children, under the age of six (6), could be required. If the relocation is based on lead remediation, then relocation starting and ending dates shall be stated in the agreement.