

HOME REHABILITATION APPLICATION

Name: _____

Phone number: _____

Property Address: _____

Legal Description: _____

All applicants must provide the following information verifying their eligibility to the City of Leavenworth in order to qualify:

Personal Data

Names of all persons in the household, birth dates and age [the household is all persons normally living in the household even if temporarily displaced (i.e. military assigned overseas), at the time of application whether related or unrelated to the head of the household]

Name	Date of Birth (age)
1. _____	_____ ()
2. _____	_____ ()
3. _____	_____ ()
4. _____	_____ ()
5. _____	_____ ()
6. _____	_____ ()

Check here () if you have additional family members and list on reverse side.

Head of Household Marital Status: () Married, () Divorced, () Widow(er),
() Single (never married)

HUD requires the City of Leavenworth to report the following information for all grant recipients. HUD encourages self-reporting but you are not required to furnish the following racial/ethnic information:

Race: () White, () Black/African American, () Asian, () American Indian/Alaskan Native, () Native Hawaiian/Other Pacific Islander, () American Indian or Alaskan Native **and** White, () Asian **and** White, () American Indian or Alaskan Native **and** Black or African American, () Other Multi-Racial, () Asian/Pacific Islander

Ethnicity: () Hispanic or Latino, () Neither

EMPLOYMENT DATA	Applicant	Spouse
Name of Employer	_____	_____
Employer's Address	_____	_____
Length of Employment	_____	_____

(if less than one year, or if other employed adults [18 and older] are part of the household continue on reverse side)

FINANCIAL INFORMATION

ANNUAL INCOME	APPLICANT	SPOUSE	OTHER ADULT
Gross Wages			
Social Security			
Pension/Annuity			
SRS/ADC			
Child Support			
Investment Interest			
Other			
TOTALS			

2009 Home Rehab Program Income Limits

Household size:	Maximum Income*:
1 Person	\$39,400
2 Persons	\$45,050
3 Persons	\$50,650
4 Persons	\$56,300
5 Persons	\$60,800
6 Persons	\$65,300
7 Persons	\$69,800
8 Persons	\$74,350

*Limits are adjusted annually by the Department of Housing and Urban Development; current rates effective March 2009

Notice: Department of Housing and Urban Development (HUD) program income limits and qualifications are subject to change without notice. Additional conditions and limitations to this program are in effect. This program is funded by HUD's Community Development Block Grant Program (CDBG) and is conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.

Description of deficiencies. Use back of this page for additional information; staff will conduct an inspection of the property prior to processing the application.

CERTIFICATION OF APPLICANT(S)

The applicant certifies that all the information in this application is given for the purpose of obtaining a grant under the Community Development Block Grant Minor Exterior Repair Program, and is true and complete to the best of the applicant’s knowledge and belief.

The following documents are attached hereto and to the best of my/our knowledge are accurate copies of the originals:

- _____ 1. Most recent paid real estate tax statement
- _____ 2. Employment and/or income verification
 - a. Payroll check stubs for the most recent pay period (3 periods if variable)
 - b. Copy of social security determination or copy of latest check
 - c. Copy of letter of eligibility for annuity or pension
 - d. If applicant receives child support: Copy of document determining monthly amount.
 - e. Statement of interest earnings for last two years from all accounts
 - f. Copy of last filed IRS federal tax forms
- _____ 3. Proof of current homeowners insurance policy and receipt for payment
- _____ 4. Optional – Recurring Medical expense records which may reduce income

The undersigned acknowledge receipt of the following materials: Attachment #1 – Sample Lien Statement, Attachment #2 – Sample Soft Loan Agreement, Attachment #3 – Lead Base Paint Hazard Information.

If the approving officer determines that the rehabilitation loan cannot be made for the purposes described herein, the applicant understands that the City shall provide no assistance for this project.

The applicant agrees not to discriminate upon the basis of race, color, creed or national origin in the future sale, lease, rental, use, improvement or occupancy of the real property rehabilitated with assistance from this loan.

Verification of any of the information contained in this application may be obtained from any source named herein. By the application the undersigned consent to release of income information.

By my/our own signature(s), I/we acknowledge receipt of, have read and understand the City’s Homeowner Rehabilitation Policy and I/we agree to abide by the terms of the policy, the rehabilitation contract documents and applicable City codes.

Applicant’s Signature

Other Owner’s Signature

Other Owner’s Signature

Other Owner’s Signature

Applications **cannot** be accepted for further processing if the following apply:

Staff Check

- _____ 1.) Property is in a designated flood plain;
- _____ 2.) Property is used by households with a total combined, gross family income in excess of stipulated limits from **all** sources accruing to **all** household members 18 years of age or older.
- _____ 3.) Property is on the rental list or is used for rental purposes of any type including rent received from storage of materials, sleeping rooms for boarders or shared housing arrangements with multiple families/persons whether related or unrelated to the applicant.
- _____ 4.) Properties which have received CDBG, HOME [including Kansas First Time Homebuyer down payment assistance] or Rental Rehabilitation grants or loans on or after January 1, 1984.
- _____ 5.) Persons or families who have received CDBG or HOME [including first time homebuyer] grants or loans on or after January 1, 1984.
- _____ 6.) Persons or families who have willfully disregarded City maintenance and nuisance codes in the past two years as a matter of record at City Hall.
- _____ 7.) Property taxes for the subject property are delinquent.
- _____ 8.) Lapse in property insurance affecting the general liability requirement for this property.
- _____ 9.) Property is subject to a contract for deed sale agreement.

At any time during the application process, if any of the above statements are found to be true, this application is void and staff will not process it any further. A file copy of the rejected application with reason stated will be kept for the record.

I attest that all required items have been received and none of the above conditions apply to the property:

Staff member accepting application

LIEN STATEMENT

TO: The City of Leavenworth, Kansas, and all concerned persons with interest in property legally described as follows:

I/WE, _____, ATTEST AS FOLLOWS:

1. I/We am/are the owners of record of the following described property. Lot(s) _____ Block _____, Subdivision _____, located at _____.
2. I/We received a grant/loan in the amount of \$_____ from the Community Development Department, City of Leavenworth, Kansas, for the purpose of rehabilitating the above described property.
3. I/We in consideration of receiving this grant, the receipt of which is hereby acknowledged, hereby agree that the City of Leavenworth has a lien against the above described property provided and conditioned as follows: I/We do agree as a condition of receiving this grant/loan not to perform transactions affecting title to this property for a period of three (3) years from the date of the project completion, i.e., the _____ day of _____, 2____, or I/we shall repay 1/36th of the amount of the grant/loan for each month less than 36 months the property is held. The City agrees that no interest charge shall accrue to the grant/loan amount during the three (3) year period of this lien. At the conclusion of the three year period, the subject property shall be free and clear of this lien. Transactions include change of ownership, refinancing or other forms of capital generation.

I/WE HEREBY ACKNOWLEDGE AND ACCEPT THE ABOVE CONDITIONS AND STATEMENTS AS TRUE AND CORRECT.

DATED THIS _____ DAY OF _____, 2_____.

OWNER

OWNER

STATE OF KANSAS, _____, COUNTY, ss.

BE IT REMEMBERED, That on this _____ day of _____, 2____, before me the undersigned, a notary in and for the County and State aforesaid, came _____ who is/are personally known to me to be the same person(s) who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal on the day and year last above written.

My Commission expires _____

NOTARY PUBLIC

SOFT LOAN AGREEMENT

1. The applicant covenants and agrees not to permit nor make any changes or additions to the Plans and Specifications for Housing Rehabilitation without the prior written approval of the Community Development Coordinator of the City of Leavenworth, Kansas.
2. The applicant agrees to permit the contractor and subcontractors (if any) to use, at no cost, existing utilities such as light, heat, power and water to the extent necessary to carry out and complete the work.
3. The applicant agrees to permit the Community Development Coordinator, or their representative, contractor and subcontractors access to the property during the workday or at other reasonable times to complete required inspections and all necessary work.
4. The applicant agrees to cooperate with the Community Development Coordinator, or their representative, contractor and subcontractors to facilitate the performance of the work, including (but not limited to) removal and replacement of rugs, coverings and furnishings as necessary.
5. The applicant covenants and agrees to hold the City of Leavenworth, Kansas harmless of all responsibility and blame for any damage to real or personal property and all physical injuries caused by contractor or subcontractors engaged in housing rehabilitation.
6. The applicant covenants and agrees:
 - A. To continue to own and occupy the structures repaired with CDBG Soft Loan Funds for a period of three (3) years after the issuance of a Certificate of Completion; and
 - B. To maintain the rehabilitated property in a proper manner so as to prevent substantial destruction of the improvements due to the negligence of applicant; and upon breach of any of the aforesaid covenants, applicant agrees to repay the City of Leavenworth, Kansas 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	1-12/36 th

to insure compliance the City of Leavenworth will require that a soft second mortgage be filed with the Register of Deeds.

The applicant further covenants and agrees that if the structure is totally destroyed by fire, natural disaster, public condemnation or through other causes within three

(3) years after the issuance of a Certification of Completion, the applicant should repay to the City of Leavenworth, Kansas out of any insurance proceeds or other compensation received, a sum of money to be computed according to the schedule set forth in 6 above; provided, however, if the applicant receives insurance proceeds or other compensation in an amount less than the fair market value of the structure after HOME funded improvements, then the amount to be repaid shall be limited to the total insurance proceeds or other compensation received which is in excess of the fair market value of the structure prior to the CDBG funded improvements.

7. The applicant agrees that the covenants herein contained shall be binding upon the applicant's heirs, devisees, legatees, and legal representatives.

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2____.

Applicant

Applicant

Notary Public

My Appointment Expires _____