

# Northeastern WI Region CDBG Housing Rehabilitation Policy and Procedures Manual

Prepared by Brown County on behalf of the Counties of:

Brown  
Calumet  
Door  
Fond du Lac  
Kewaunee  
Manitowoc  
Marinette  
Outagamie  
Sheboygan  
Winnebago



Adopted October, 2013  
Amended June 3, 2014  
Amended August 8, 2014  
Amended November 17, 2014  
Amended October 6, 2015  
Amended December 12, 2017  
Amended November 13, 2019  
Amended October 12, 2020  
Amended November 10, 2021



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## ***I. INTRODUCTION***

Brown County, on behalf of the Northeastern Wisconsin CDBG-Housing Region (region) received a Community Development Block Grant (CDBG) from the Wisconsin Department of Commerce, Division of Housing and Community Development (DHCD), under Title I of the Housing and Community Development Act of 1974, as amended.

Grant funds will be used to establish a Housing Loan Program to rehabilitate residential property occupied by low- and moderate-income (LMI) residents. Funds will also be used to provide down payment and closing costs to assist LMI households in the purchase of a house in all ten counties.

The purpose of the Housing Policies and Procedures Manual is to provide a detailed description of how the CDBG program will be administered in the region. It will also detail the policies and procedures of the program, thus serving as a document that is available for the public to read and may help to arbitrate difficult decisions.

## ***II. PROGRAM ADMINISTRATION***

### **A. PROGRAM OBJECTIVES**

1. The primary objectives of this program are:
  - a. Expansion of affordable housing stock for low- and moderate-income (LMI) persons.
  - b. Elimination of neighborhood blight and structural deterioration.
  - c. Elimination of housing conditions that are detrimental to public health, safety, and welfare.
  - d. Conservation of the existing housing stock.
  - e. Provision of an opportunity for LMI renters to become homeowners.
  
2. To achieve the cited objectives, this program may:
  - a. Provide no-interest, deferred payment home repair loans for LMI owner occupants.
  - b. Provide no-interest installment loans for repairing units rented to LMI tenants.
  - c. Provide no-interest installment loans for creating new LMI rental units by converting vacant properties into rental units, and/or converting large single-family homes to duplexes.
  - d. Provide no interest, deferred payment home repair loans to LMI persons upon purchase of a home in need of repair.
  - e. Provide no interest loans for down payment and closing costs to eligible LMI households.

### **B. MEETINGS**

All public meetings will be held at a handicapped accessible location. All CDBG related meetings must comply with the Wisconsin Open Meetings Law. The Wisconsin Department of Justice website has a copy of the 2007 Open Meetings Law Compliance Guide <http://www.doj.state.wi.us/AWP/2007OMCG-PRO/2007 OML Compliance Guide.pdf>.

## **C. RECORDS**

Brown County will maintain written records of CDBG activities including minutes of CDBG meetings, loan applications, and related documents, and other CDBG business matters. All individual project files will be maintained as confidential records. All CDBG program records shall be maintained for at least three (3) years after the date established by DHCD. These files will be housed in Brown County.

## **D. OUTREACH**

Brown County will develop informational materials that describe the available programs as well as eligibility criteria. Outreach information will include: application deadlines, examples of eligible activities, income limits, program descriptions, and program contact information. Materials will be made available throughout the region.

## **E. BASIC COMPONENTS OF THE CDBG HOUSING PROGRAM**

1. The Northeastern Region CDBG Housing Committee (hereinafter "CDBG Housing Committee") has been established for the purpose of approving local policies, resolving complaints and disputes within the program, and making emergency loan awards. The committee should be representative of the communities it serves, with special attention given to representation of low- and moderate-income persons. Committee meetings shall be held as needed, but not less than one meeting per year. No payment shall be received from the region or Brown County for attending committee meetings.
2. The Administrative Team is hereby established for the purpose of hearing appeals to decisions of the CDBG-Housing Program Administrator, and approving emergency loans that exceed \$15,000. The Administrative Team shall consist of the Regional CDBG-Housing Program Manager, Brown County Planning Director, and CDBG Housing Committee Member from the affected County.
3. Actions upon which the CDBG Housing Committee is to take action shall be decided upon by majority vote of the committee and duly recorded in the meeting minutes.
4. Where a question of procedure arises during a CDBG Housing Committee meeting, Robert's Rules of Order shall govern.
5. As Program Administrator, Brown County is designated to verify applicant eligibility, make funding decisions, and administer the program in accordance with the grant agreement with the Wisconsin Department of Administration and Cooperative Agreement with the partner counties. Partner counties shall cooperate and assist Brown County in receiving applications from their counties, prioritizing applications from their counties, and publicizing the program within their counties.
6. A HQS Building Evaluator must be designated to work with the borrower and the program administrator. The evaluator must inspect the property prior to the rehabilitation work, during the project to approve interim payments (if applicable), and prior to making final payments to contractor.

## **F. ENVIRONMENTAL STANDARDS**

## 1. Historic Significance

If, in conjunction with the DHCD Environmental Desk, it is determined that a housing unit has historical significance, Brown County will give due consideration to Section 10(b) of the National Historic Preservation Act of 1966 and Executive Order 11593, regarding the preservation of the historic nature of the building. The owner of a housing unit that is determined to be of existing or potential historical significance will be advised of this fact as early as possible, but, in all cases, before rehabilitation work begins. The owner will also be advised that the historical significance of the housing unit may affect the ability of the CDBG program to conduct certain rehabilitation activities.

## 2. Floodplain

Loan applications received for housing units located within the boundaries of a designated floodplain, as shown on Federal Emergency Management Agency (FEMA) floodplain maps, shall be reviewed and approved or denied on a case-by-case basis by the CDBG Housing Committee. The program administrator must notify the property owner and occupants (for rentals) that the unit is located in the floodplain, and flood insurance must be obtained for at least one year from the date of assistance in at least the amount needed to cover the CDBG loan.

If the property owner cannot afford to purchase flood insurance, the cost of one year of flood insurance may be added to the CDBG loan.

The project must be located in a community that is a participant in the National Flood Insurance Program before homes in the floodplain may receive CDBG rehab assistance.

In no case will Brown County assist in the purchase of a home located in the floodplain.

Housing rehabilitation activities for properties located within a designated floodplain may include “structural repairs” and “ordinary maintenance repairs” that are necessary to ensure the health and safety of the occupants.

- a. Structural repairs are defined as alterations, modifications, rebuilding, or replacements that affect the structural integrity of the building.
- b. Ordinary maintenance repairs are non-structural in nature and include, but are not limited to, activities such as interior and exterior painting; residing; reroofing; repairs to heating, plumbing, and electrical systems; installing or replacing insulation; the replacement of doors, windows, and other non-structural components; and the maintenance, repair, or replacement of existing private sewage systems, water supply systems, or connections to public utilities. In all cases, the amount of the assistance **may not** exceed either:
  - ✓ 50% of the before-rehab value of the property, or
  - ✓ 50% of the value before flood damage occurred,

Without initiating the 8-step decision-making process found in 24 CFR Part 55, Subpart C. The 8-step process is required for all projects classified as **substantial rehab** (those exceeding the 50% threshold).

If a property is located in a floodplain, all structural repairs or modifications of structures be floodproofed. Floodproofing of structures should extend to a point at least two (2) feet above the elevation of the regional flood. Floodproofing should be completed prior to, or as a part of, the housing rehabilitation activities. Property owners are permitted to include the

cost of floodproofing and other costs associated with securing the proper permits as a part of the rehabilitation loan.

Brown County will maintain a permanent record of the work done on the property. CDBG funds cannot be used to make the same repairs in the future.

If the cost of the rehab exceeds half of the pre-rehab market value, additional environmental requirements must be met. The Program Administrator will contact the DHCD Environmental Review desk prior to beginning the rehab.

3. See Chapter VI for detailed description of the Grantee's environmental responsibilities.

### **III. TYPES OF PROGRAMS AVAILABLE**

**ONLY PROGRAMS DESCRIBED IN THE CDBG CONTRACT MAY BE FUNDED WITH CDBG MONEY**

#### **A. OWNER-OCCUPANT REHABILITATION LOANS**

1. The CDBG contract between the state and Brown County will specify loan terms. All owner occupant rehabilitation loans will be 0% loans. **Loan repayment** will be deferred at no interest until the housing unit ceases to be the borrower's principal place of residence or 30 years, whichever comes first. At that time, repayment will become due in full. Repaid funds will be used to finance other housing rehabilitation projects consistent with the most recent Implementation Handbook. One spousal transfer will be allowed at continued terms. Homeowners are allowed the option of converting their deferred payment loan to a 0% rental payback loan provided they agree to rent to LMI persons and to keep the rent within affordable rent limits.
2. The CDBG-Housing loan amount plus all existing liens on the property may not exceed 120% loan to value at time of application to the program.
3. The minimum amount of assistance is \$1,000 (hard costs). Current value of the property shall be determined by the property Fair Market Value or Assessment Value as assessed by the municipality or an appraisal dated within one year of the application, whichever is greatest. For purposes of this program, after rehabilitation value will be estimated as a 20 percent increase in the Fair Market Value, Assessment Value, or appraised value, whichever is greatest. An additional 30% of the bid proposal estimate will be added to determine the after rehabilitation value. As an example, a \$10,000 bid proposal estimate would enable an additional \$3,000 (30%) towards determining our after rehabilitation value.
4. The basis for determining the priority of loan application is included in paragraph V-B of this manual.
5. The program administrator will consider the appropriateness of the improvements in relation to making the housing unit decent, safe, and sanitary. In an effort to maximize the available CDBG-Housing funds, Brown County will utilize other funding sources for part of the rehab work wherever practicable.
6. Projects with projected loan amounts of \$50,000 or greater must first obtain a waiver from WDOA-DOH.



7. A mortgage and note will be issued in the name of Brown County against the borrower's property in the amount of the loan to ensure repayment of the loan.
8. Prior to beginning rehabilitation work, each building rehabilitated with loan proceeds shall be insured against loss by fire and other perils, in accordance with lending institution standards. Brown County will be added to the policy as mortgage holder. Properties in the floodplain will be required to purchase flood insurance for at least one year in at least the amount of the CDBG loan. If the owner cannot afford to purchase flood insurance, the cost of one year of flood insurance may be added to the CDBG loan.
9. In the event "emergency" money is requested to correct housing conditions that represent an **imminent threat to health and safety**, a deferred payment, no interest loan may be approved by the program administrator. Such loans shall not be subject to the program's priority ranking system. The borrower must meet program income eligibility requirements. A mortgage and promissory note shall be used to secure the loan. The maximum limit of the "emergency" loan shall be \$15,000 per property. Emergency loans exceeding \$15,000 must receive an approved exception from the Regional Housing Committee or Regional Administrative Team.
10. The dwelling unit must be in need of rehabilitation work as determined by the HQS Building Evaluator, and Program Administrator. All work must be deemed financially feasible, as determined by the property's fair market value, upon completion of the rehab work.
11. The property cannot be scheduled for sale, acquisition, or demolition.
12. CDBG funds may be issued as a grant ONLY under the following conditions:
  - a. The funds are used for the rehabilitation of an LMI owner-occupied property AND no more than \$1,000 will be awarded to that property owner during a 12-month period. If additional funds are requested and approved within 12-months of grant approval, the entire amount will become a deferred payment, no interest loan.
  - b. CDBG funds may be awarded to a public or a non-profit agency acting as a project developer and the agency will pass along property ownership to LMI occupants. The CDBG funds will then be secured as a 0% deferred payment loan.
  - c. When rehab plus lead hazard reduction activities cause the loan-to-value ratio to exceed 120%, Brown County may provide the funds for lead hazard reduction activities as a grant under the following conditions:
    - ✓ No "cosmetic" rehab is figured into equation
    - ✓ Only the lead-based paint hazard reduction activities may be funded as a grant
    - ✓ Lead-based paint hazard reduction costs that yield a loan-to-value ratio of less than 120% must be made as a loan
    - ✓ The lead presence must be tested rather than assumed
  - d. If the presence of an asbestos hazard is documented, Brown County may provide a grant for the cost of removal under the same conditions as lead.

- e. If the environmental review for a particular rehab project results in unusually high unanticipated costs, Brown County may elect to pay the excess cost from the rehab budget as a grant to the borrower. Brown County must get prior written authorization from WDOA-DOH to award an ERR-related grant.
- f. Risk Assessment (if necessary) costs are eligible CDBG expenses to be taken from the rehabilitation project funds but NOT charged to the homeowner's mortgage. The RA fees may also be included in the administrative costs. Same pertains to clearance costs.
- g. The cost of CDBG-financed site acquisition (land only) and site improvements must be passed along to the project developer at terms consistent with Eligibility Requirements described in this chapter. The cost of any structures on the site, and their demolition, *may* be passed along to the project developer or absorbed by Brown County, at Brown County's option.
- h. A Risk Assessment (if necessary) is required to grant lead-based paint hazards. If you assume that there is lead paint, then those costs would be handled as a loan.

## **B. RENTAL UNIT REHABILITATION LOANS**

1. Rent limits for LMI tenants in units rehabbed with CDBG funds will be based upon the annual HUD Fair Market Rent for the county within which the unit is located.
2. CDBG funds will be offered as a 0% interest installment loan. The loan period shall be Five Years. Monthly payments shall be made to Brown County and deposited into the revolving loan fund. Repaid funds will be used to finance other housing rehabilitation projects consistent with the most recent Implementation Handbook.
3. The dwelling unit must be in need of rehabilitation work as determined by the HQS evaluator and the program administrator. All work must be deemed financially feasible, as determined by the property's fair market value, upon completion of the rehab work.
4. At least 75% of the units in a structure being rehabilitated with CDBG funds must be occupied by LMI families. For example, a six-unit structure being rehabilitated with CDBG funds must have at least five units occupied by LMI families ( $6 \times 75\% = 4.5$ ). If the 75% occupancy guideline is met, Brown County may fund the rehabilitation of all common areas of the structure (e.g., roof, siding, plumbing, hallway). Brown County may not rehabilitate non-LMI units. Exception: if the loan is for the rehab of a duplex, at least one of the units must be LMI in order to make repairs to the common areas. If one unit of a duplex is vacant, the other one must be occupied by an LMI tenant.
5. The basis for determining the priority of loan applications is included in paragraph V-B of this chapter.
6. The program administrator will consider the appropriateness of the improvements in relation to making the unit decent, safe, and sanitary as well as the owner's ability to provide financing for improvements greater than the average amount. In an effort to maximize the available CDBG funds, Brown County will utilize other funding sources for part of the rehab work wherever practicable. If the unit cannot meet decent, safe, and sanitary provisions of the program for less than 50% of the after rehab value of the property, the unit is not eligible for a loan.

7. A mortgage and note will be issued against the property in the amount of the loan to ensure repayment of the loan.
8. Prior to beginning rehabilitation work, each building to be rehabilitated with CDBG funds shall be insured against loss by fire and other perils, in accordance with lending institution standards. Brown County will be added to the policy as a mortgage holder. Properties in the floodplain will be required to purchase flood insurance for at least one year, in at least the amount to secure the CDBG loan.
9. Prior to the initiation of a rental rehabilitation project (including vacant rehab and conversion projects), the property owner must agree, in writing, to:
  - a. Limit rents as adopted by Brown County (see Appendix B). Brown County will review and amend these levels annually.
  - b. Rent to low- or moderate-income families for five years or the term of the loan, whichever is less.
10. All tenants in rehabbed units must be documented as LMI. Brown County will verify LMI occupancy. The annual verification must document that:
  - a. The rents being charged comply with the terms of the loan; AND
  - b. The original tenant continues to reside in the unit; or
  - c. The tenant who is different since the last verification met LMI income levels at the time of occupancy. The property owner must be made aware that it is his/her responsibility to verify the income of any new tenants that come in during the term of the rehab agreements. However, it is Brown County's responsibility to keep this evidence on file.

**If the conditions of a rehabilitation loan to owners of rental property are violated, the loan will be immediately due and payable, at conventional interest rates (<http://www.ffiec.gov/ratespread/aportables.htm>).**

**Because a tenant's income increases and exceeds the current LMI income limits is NOT a reason for eviction.**

11. The property cannot be scheduled for sale, acquisition, or demolition.

12. Notices

- a. No tenants will be permanently displaced as a result of rehab to a renter-occupied property. As soon as a landlord applies for assistance, all tenants of the property to be rehabilitated in whole or part with CDBG funds must receive written notice that the rehabilitation work is going to take place. All tenants will receive both an initial "General Information Notice" at the time of the property owner's loan application, and a "Notice of Nondisplacement" upon loan approval.

The notice must inform them that they are not being displaced by the rehabilitation activity, and that any tenant who moves as a result of the rehabilitation will NOT be eligible for relocation payments. Evidence of the delivery of those notices must be included in each project file.

- b. All tenant households residing in a unit built prior to 1978 MUST receive a copy of the lead-based paint hazard brochure. Evidence of the delivery of that form must be included in each project file.

13. Repayment of installment rehab loans must begin within 60 days of the initiation of the rehab. Loans to landlords and/or developers must be repaid in monthly installments.

### **C. ACQUISITION/RELOCATION**

Under unusual circumstances, Brown County may choose to acquire dilapidated dwellings using CDBG funds. CDBG funds will be used to pay all displacement and relocation costs due to the occupants and to demolish the structures.

1. Properties will be acquired in accordance with all state and federal requirements: namely 24 CFR 42, and related portions of Wisconsin Statutes Chapter 32. Copies (or summaries in simplified formats) of these regulations will be available for public review. Appropriate forms and brochures will be made available, as required, and explained to interested persons by the Program Administrator.
2. If, in conjunction with the DHCD Environmental Desk, it is determined that a site or the structure on it has potential historical significance, that site and/or structure will be dealt with in a manner acceptable to the goals of this Program and with due consideration to Section 10b of the National Historical Preservation Act of 1966, and Executive Order 11593. Units will not be moved or demolished without prior notification and approval of the Historical Society.
3. As a general rule, dwellings will not be rehabilitated if they are structurally unsound or if the combined total of the present value of the structure and the cost of rehabilitating the structure exceed the after-rehabilitation fair market value of the property. Dependent on available funding, such structures will be demolished and the sites prepared for alternative use with as little disturbance to the site as practicable.
4. Funds from sale of the property will be deposited into the revolving loan fund and used to finance other acquisition/demolition projects consistent with the most current Implementation Handbook.

### **D. HOMEBUYER PROGRAM**

1. CDBG funds may be used to pay reasonable closing costs and provide up to 50% of the required down payment costs, not to exceed 10% of the purchase price of the home. All down payment loans must be matched 1:1. The matching down payment may be from other grant funds or the homebuyer's contribution.
2. Eligible closing costs include:
  - loan origination fees
  - loan discount points
  - appraisal costs
  - credit report

- title search and preparation charges
- tile insurance
- transfer fees
- recording costs
- surveyor charges

A maximum may be imposed on the amount of closing costs paid based on the average local lending costs for similar type loans.

3. Every homebuyer applicant must contribute **at least \$1,000** of their own funds towards the purchase of the property.
4. Every homebuyer applicant must receive pre-purchase education in the following areas:
  - a. Homebuyer Education
  - b. Basics of the Home Purchase Process
  - c. Post-purchase Expectations
5. Typically, CDBG funds should NOT be used for down payment and closing costs when the interest rate on the home purchase loan is 1.5% above the average local lending rate for similar type loans (<http://www.ffiec.gov/ratespread/aportables.htm>).
6. Loans should be structured to be affordable for LMI households. ALL HOMEBUYER PROGRAM PROJECT FILES MUST CONTAIN A SIGNED AND COMPLETED "HOMEBUYER LOAN CALCULATION" FORM.
7. Homebuyer loans (rehab and/or down payment and closing costs) are intended to be awarded ONLY to LMI tenants. Homebuyer loans may be awarded to LMI households currently owning a house only under exceptional situations. Grantee must receive written authorization from WDOA-DOH before awarding homebuyer funds to a current LMI owner-occupant.
8. If a tenant is displaced as a result of a homebuyer loan, the tenant must receive applicable relocation payments.
9. All homes purchased under the Homebuyer Program must meet Housing Quality Standards at the time of purchase or receive a rehab loan that will bring it up to HQS within six months of purchase. The program will not help purchase houses in need of major/substantial rehab work.

**The property to be purchased and/or repaired must be either owner-occupied, occupied by the purchasing tenant or vacant at the time of purchase. The property to be purchased may not be in the floodplain.**

#### **E. HANDICAPPED ACCESSIBILITY**

Brown County may provide rehabilitation funds for handicapped accessibility improvements.

1. Funds will be provided with terms identical to the owner-occupied loans.

2. Improvements are generally limited to those necessary to permit all household members reasonable access to the entire area of the dwelling unit.
3. The homeowner must present sufficient documentation of physical impairment.
4. Handicapped accessibility improvements may be made ONLY if the occupant's household income meets the Section 8 guidelines.

#### **IV. ELIGIBILITY REQUIREMENTS**

**All projects will be administered in accordance with the most recent CDBG Implementation Handbook or policies as posted on the Department website.**

##### **A. LMI BENEFIT**

1. All occupants directly benefiting from a CDBG housing rehabilitation program must be at or below the appropriate household income limit for their county.
2. Household income levels, as established by the Department of Housing and Urban Development, define low and moderate incomes (LMI) and must be used for this program.
2. Occupants of a dwelling unit who will be displaced as a result of a CDBG-funded project need not meet household income guidelines to receive acquisition or relocation payments.

##### **B. INCOME VERIFICATION**

###### 1. Income Definition

For the purpose of calculating income, the program administrator will use the following definition:

Total household income shall include all income sources from all members of the household who are at least 18 years of age. Annual household income includes, but is not limited to:

- a. The gross amount, before **ANY** payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, and bonuses;
- b. Use a three year average of the net income from the operation of a business or profession, or from rental of real or personal property;
- c. Interest and dividends;
- d. The full amount of periodic payments received (including for minor children) from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts;
- e. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay;

- f. Public assistance. If the public assistance payment includes an amount specifically designated for shelter and utilities, which is subject to adjustment by the public assistance agency, in accordance with the actual cost of shelter and utilities, the amount to be included as income shall consist of:
  - ✓ The amount of the allowance or grant exclusive of the amount specifically designated for shelter and utilities, plus
  - ✓ The maximum amount which the public assistance agency could in fact allow the household for shelter and utilities;
- g. Periodic and determinable allowances, such as alimony and child support income, and regular contributions or gifts received from persons not sharing the household;
- h. All regular pay, special pay, and allowances of a member of the Armed Forces (whether or not living in the household) who is the head of the household or that person's spouse.

## 2. Deductions

You may deduct from the calculated annual income the following:

- a. The earned income of any household member (other than the household head or spouse) who is under 18 years of age or is a full-time student (under 22 years of age);
- b. Any nonrecurring temporary income such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time tribal profits, and settlement for personal property losses;
- c. Child support payments made and expected to continue for at least one year;
- d. Income received for the care of foster children or foster adults;
- e. Income of live-in aides;
- f. Income from HUD training programs;
- g. Income from educational scholarships paid directly to the student or educational institution;
- h. Income from the government to a veteran for the use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student;
- i. Special pay to a household member serving in the armed forces who is exposed to hostile fire;
- j. Amounts specifically excluded by any other federal statute from consideration as income;
- k. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

- l. Amounts received by a disabled person that are disregarded for a limited time for the purposes of SSI eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - m. Regularly recurring medical expenses, for a chronic medical condition which is not covered by insurance, and which may reasonably be expected to continue;
  - n. Annual rent credits or rebates paid to senior citizens by government agencies;
  - o. Relocation payments under Title II of the Uniform Act;
  - p. Face value of food stamps;
  - q. Payments received from VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, or senior companions;
  - r. Payments received under the Job Training Partnership Act;
  - s. Earned income tax credit refunds;
  - t. Reimbursements for the costs of medical expenses;
  - u. Assets;
  - v. Adoption assistance payments;
  - w. Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home;
3. It is important to treat all applicants fairly when calculating income. Income may be calculated by any one of the following methods:
    - a. verifying an applicant's income from the previous year
    - b. projecting an applicant's income for the next 12 months based on their average income for the most recent 3 months
    - c. using the average income from the last 6 months and adding to it the projected income for the next 6 months (based on the current month's income)
  4. Whenever possible, the occupants' most recent tax return must be used to verify that all sources of income have been considered in the income calculation. Current documentation, such as pay stubs, must be on file to document the actual amounts of all identified sources of income.
  5. Household size includes all full-time household members, foster children, and other minor children who reside in the household for more than 50% of the year.
  6. Use the following formula to calculate business profit/loss for applicants who are self employed:



Gross regularly recurring income  
- (minus) total expenses  
= (equals) business profit (negative business earnings = \$0)

**INCOME MUST BE VERIFIED WITHIN TWELVE MONTHS OF LOAN CLOSING.**

### **C. ELIGIBILITY REQUIREMENTS**

#### 1. LMI Owner Occupied Housing

- a. To be eligible for a rehabilitation loan, an applicant must be an owner-occupant or land contract buyer.
- b. The applicant's income shall not exceed the household income levels. These income levels represent 80% of the county's median income.

#### 2. LMI Renter Occupied Housing

Vacant rental units or those occupied by households who meet the low- to moderate-income criteria set forth in household income levels may be rehabilitated under the following conditions:

- a. The owner agrees to rent only to households who meet the low- to moderate household income criteria.
- b. The owner agrees to maintain the rents at or below the limits established for five years or the term of the loan, whichever is less.
- c. If the unit is occupied, the tenant must also agree to income verification.

#### 3. Additional Eligibility Requirements

- a. Land Contracts. For the purpose of the program, the term "land sales contract" refers to any transaction, regardless of the nomenclature by which it is known, in which the purchaser obtains fee simple title to the property only by completing a series of installment payments over a period of years. In order for a purchaser under a land sales contract to be eligible for a housing rehabilitation loan, the following requirements must be met.
  - 1) The contract must be a written, legally binding, properly recorded instrument relating to the property to be rehabilitated.
  - 2) The seller of the property must hold fee simple title to the property and, while the contract is in good standing, must be unable to use the property for collateral or to convey the property to any other party unless such use for collateral or conveyance of fee simple title is subject to the contract.
  - 3) Under the contract, the seller and any subsequent holder of the fee simple title to the property must be obligated, without qualification, to deliver to the purchaser fee simple title and a deed to the property upon full payment of the contract price or some lesser amount.

- 4) Under the terms of the contract, the purchaser must have full use, possession, and quiet enjoyment of the property; equitable title to the property; and full rights of redemption for a period of not less than 60 days.
  - 5) The purchaser must be legally able to mortgage, pledge, or assign equitable title to the property to Brown County, as required by the loan security provisions as set forth in this handbook. If, under the terms of the contract, the purchaser may only make such mortgage, pledge, or assignment with the seller's consent, the purchaser must obtain such consent from the seller in a written and recordable form.
- b. Life Estate Persons occupying a dwelling unit under a life estate agreement are eligible for a CDBG rehab loan under the following conditions:
- 1) The person(s) occupying the dwelling to receive CDBG rehab must be LMI.
  - 2) The life estate agreement terms must be written, signed, and recorded.
  - 3) The owners of the dwelling must agree, in writing, prior to the initiation of the rehabilitation, to repay the loan when the dwelling ceases to be the principal place of occupancy of the current occupant.
  - 4) ALL parties of the life estate (occupants AND owners) must sign the mortgage and the note.
  - 5) The CDBG loan is treated as an owner-occupied loan.
- c. Property Taxes and Insurance. Property taxes must be paid up to date before any rehabilitation work can begin. The unit owner must have adequate insurance coverage to cover the property improvements after rehabilitation.
- d. Title and Mortgage Verification. A letter report shall be obtained to provide evidence to the program administrator of title and the amounts of mortgages or liens on the property. The program administrator shall review the evidence of title and the mortgage and lien amounts to determine if the title is proper and that there is sufficient mortgage-free investment by the owner to insure payment of the loan. The cost of this report shall be added to the loan amount.
- e. Work Completed Prior to Application Approval. No work undertaken, whether completed or incomplete, no materials ordered, and no contracts entered into prior to the approval of the loan application by Brown County, will be eligible for payment with CDBG funds.

#### **D. CONFLICT OF INTEREST**

Elected/appointed officials, municipal employees, or consultants involved in the decision-making processes of the program are not eligible to receive housing rehabilitation assistance through the program either for themselves or for those with whom they have family or business ties during their tenure or for one year after.

1. For purposes of the CDBG housing program “family” means:
  - Spouse
  - Fiancée/Fiancé
  - Children and Children-in-Law
  - Brothers and Brothers-in-Law
  - Sisters and Sisters-in-Law
  - Parents and Parents-in-Law
  - Anyone who receives more than 50% of their support from the person (e.g., adopted child, foster child)
2. 24 CFR Part 570.489 (h) specifies the requirements for CDBG grantees with respect to Conflict of Interest. Also, read ss. 946.13 Wis. Stats and ss. 19.59, Wis. Stats. Loans or grants made without the appropriate conflict of interest clearance may be required to be repaid to the program by the grantee. In no case may Brown County’s Chief Elected Official receive a CDBG loan.
3. An exception to the requirement (Waiver of Potential Conflict of Interest) may be requested from the WDOA-DOH and regional housing committee. Prior to submitting the request, public disclosure of the conflict must be made. An opinion must be obtained from the Brown County Corporation Counsel’s office stating that the interest for which the exemption is sought would not violate state or local law.
4. Use the following steps to determine a potential conflict of interest:
  - i. Identify “covered persons” for your CDBG program.
  - ii. Add conflict of interest question to your CDBG application. All conflict of interest questions must be answered.
  - iii. Inform applicants with potential conflict of interest that their name will be disclosed at the loan approval committee meeting.
  - iv. Add “disclosure of potential conflicts of interest” as a standing item on your loan approval committee agenda. This item should be added to FOLLOW loan approval.
  - v. Approve ALL loans by number and contingent on waiver of any potential conflict of interest. The covered person should not attend this meeting.
  - vi. After loans have been approved, disclose the names and the nature of the conflicts of interest (type of family or business tie) for applicable approved loans. DO NOT disclose loan number or proposed work.
  - vii. Ask all in attendance at the loan approval meeting if there are any objections to awarding the loans in question.
  - viii. The Brown County Corporation Counsel’s office must certify that the identified potential conflict would not violate state or local law Request for Exception to Conflict of Interest Provision, specifies the format for that certification.

- ix. Submit "REQUEST FOR EXCEPTION TO CONFLICT OF INTEREST PROVISION" on municipal letterhead, signed by Brown County Corporation Counsel's office, and the agenda and minutes of the regional committee meeting to WDOA-DOH.
- x. DO NOT sign any loan closing documents until you have received approval from WDOA-DOH.

e. Conflict of Interest Application Information

The following question must be made a part of the initial loan application form:

Do you have family or business ties to any of the following people?

Yes                       No

If **yes**, disclose the nature of the relationship.

*(Complete chart identifying the covered people by name. \*)*

Names of covered persons	Relationship

\* Covered persons include any person who is an employee, agent, consultant, officer, or elected or appointed official, of the Brown County or the housing committee who exercises, or have exercised, any functions or responsibilities with respect to the CDBG housing activities, or who are in a position to participate in a decision-making process or gain inside information with regard to housing activities, either for themselves or those with whom they have family or business ties, during their tenure in the position or for one year thereafter.

**E. ELIGIBLE PROPERTIES**

1. To be eligible for a rehabilitation loan, a property must be located within the region counties, and not located within any CDDBG entitlement communities. A property with delinquent taxes, or significant liens or judgments encumbering it, is not eligible for the program. The property must be a permitted and/or conforming use in accordance with the municipal zoning ordinance.
2. Financial assistance generally should not be approved if the total of the existing indebtedness in the property plus the total value of the financial assistance to be provided would exceed 120% of the property's fair market value, after rehabilitation. Brown County program staff may authorize financial assistance to exceed 120% after rehabilitation fair market value after rehabilitation commences for unanticipated repairs necessary to meet decent, safe, and sanitary standards.
3. CDBG funds may be used to rehabilitate mobile homes ONLY if the mobile home is taxed as real property. Due to the depreciative nature of a mobile home as an asset, mobile homes will be considered to be a low priority for the CDBG-Housing program. If a mobile home is to be considered for a loan, the mobile home must be:

- a. Owned by the same person who owns the property on which it is located
- b. Permanently anchored to a permanent foundation. A foundation does not include a concrete slab or intermittent blocks.
- c. Hooked up to public or private utilities

Mobile Homes. All mobile homes are excluded from the program except that “tie downs” are an eligible CDBG expense. Mobile homes shall be defined as any unit exempted from property taxes as exempted in 70.112(7) of the Wisconsin Statutes and further defined in 66.058(e) of the Statutes. That definition is as follows:

A mobile home is that which is or was originally constructed or designed to be transported by another motor vehicle upon a public highway and equipped and used for sleeping, eating, and living quarters or is intended to be so used; and includes any additions, attachments, annexes, foundations, and appurtenances, except that a house trailer is not deemed a mobile home if the assessable value of such additions, attachments and annexes, foundations, and appurtenances equals or exceeds 50% of the assessable value of the house trailer and shall be occupied on a year-round basis.

## F. ELIGIBLE WORK

All rehab programs should bring participating units up to Section 8 Housing Quality Standards whenever possible. **The HQS inspection form must be used on all initial inspections.** CDBG projects will not be required to bring the unit to HQS but use of the form should facilitate the prioritization of the work needed. Rehabilitation work to be done will be prioritized so that the most severe health and safety problems are corrected first.

1. In general, eligible rehab activities include **only work necessary** to put the property into a decent, safe, and sanitary condition.
2. Hazard mitigation activities such as the construction of “safe rooms” and the securing of fuel tanks to reduce damage and fire risk from floods are eligible CDBG rehab activities.
3. All activities must take place within the regional boundaries, excluding CDBG entitlement communities.
4. At least 75% of the units in a structure being rehabilitated with CDBG funds must be occupied by LMI families. For example, a six-unit structure being rehabilitated with CDBG funds must have at least five units occupied by LMI families ( $6 \times 75\% = 4.5$ ). If the 75% occupancy guideline is met, Brown County may fund the rehabilitation of all common areas of the structure (e.g., roof, siding). Brown County may not rehabilitate non-LMI units.

Exception: Brown County may fund rehab of all common areas of a duplex if at least one of the units is LMI occupied. If one unit is vacant, the other one must be rented to an LMI tenant.

5. CDBG funds may be used to demolish an outbuilding(s) if it is in such poor condition to be considered a health and/or safety hazard.

6. Generally speaking, repairs to outbuildings are ineligible housing rehab activities. However, CDBG funds may be used to rehab the roof or any painted/stained/varnished component on such a building(s), e.g., a garage, if ALL of the following apply:
- There is deteriorated paint on the outbuilding and testing confirms the presence of lead-based paint.
  - The dwelling unit on the same property is being rehabbed and will be at least decent, safe, and sanitary when the work is completed (you may not rehab **just** the outbuilding).
  - The outbuilding is structurally sound and is suitable for rehab.

The purpose of rehab of an outbuilding is to eliminate lead based paint hazards. As such, window units that need to be replaced shall be replaced with a single pane window unit with no screen or storm. The exterior of outbuildings shall be scraped and painted. New siding may be installed only if the dwelling unit needs new siding.

7. Central air conditioning may be installed upon presentation of a doctor's statement of need. Existing central air may be repaired or replaced as part of a rehabilitation activity.
8. All housing units which are rehabilitated in whole or part using CDBG funds must have an adequate number of functioning, properly placed smoke detectors. The purchase and installation of smoke detectors is an eligible CDBG expense.

Smoke detectors must be placed:

- a. In the basement
- b. At the head of every open stairway
- c. At the door on each floor leading to every enclosed stairway; and
- d. Either in each sleeping area of each living unit or elsewhere in the unit within 6 feet from the doorway of each sleeping area and not within kitchen
- e. For all tenant occupied units of more than two units all smoke detectors in stairways, corridors, and other public places in the building shall be directly and permanently wired to a proper unswitched circuit

## G. INELIGIBLE WORK

<b>CDBG FUNDS MAY NOT BE USED TO PAY FOR THE SAME REHAB WORK TWICE!</b>
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Ineligible rehab activities include work which is not necessary to put the unit into decent, safe, and sanitary condition. Financial assistance under this Program shall be not available for:

1. New construction, expansion of the size of the structure, the rehabilitation of uninhabited space, or the finishing of unfinished spaces, except as required to eliminate overcrowding of bedrooms (per Housing Code), to floodproof the home, or for handicap accessibility.
2. Cosmetic only landscaping, furnishings, appliances, and repairs to accessory buildings, freestanding garages or sheds are typically considered to be ineligible housing rehab activities.
3. CDBG funds may NOT be used to reimburse property owners for work which has been contracted for or completed prior to the property owner signing agreements with Brown County.

4. CDBG funds may not be used for the labor costs:
  - a. Of any household member,
  - b. Of any non-insured person/contractor,
  - c. Of any non-licensed person/contractor, or
  - d. Of any person/contractor that does not submit a bid.
5. Rehabilitation work that was completed and not submitted for environmental review, but would otherwise have required additional ERR compliance, will be identified as “ineligible” and the funds will be reimbursed to the program by Brown County.
6. Materials, fixtures, equipment, or landscaping of a type or quality which exceeds that customarily used in properties of the same general type as the property to be rehabilitated.
7. Appliances, except as required for handicapped accessibility.
8. Purchase, installation, or repair of furnishings.
9. Automatic garage door opener unless required for handicapped accessibility.
10. Payment for previous repairs (except emergencies)
11. Accessory buildings, garages, or sheds unless prior approval from WDOA-DOH is received.
12. CDBG funds may not be used for rehab work on properties in a floodplain unless the municipality participates in the National Flood Insurance Program. A permanent record of the work done on the property must be maintained by the grantee. CDBG funds may not be used to make the same flood-related repairs in the future.

## ***V. APPLICATION PROCEDURES***

### **A. HOUSING APPLICATION FORMAT**

Brown County will maintain a record of all applicants and beneficiaries of CDBG funds.

All applications for assistance with CDBG funds must include at a minimum:

1. Applicant’s name and address
2. Occupant’s name and address
3. Rehab address
4. Requested rehab
5. Age of property
6. Number of children in the household and their ages
7. Marital property statement
8. Racial, ethnic, and gender characteristics of the head of household – or option not to answer
9. Conflict of interest question
10. Qualified alien question

## **B. Prioritization of Loan Applications**

1. Each regional county will accept, review and prioritize loan applications from their county. The applications should be ranked and prioritized according to threats to health and safety first, and the order in which they were received second. Following regional county ranking of applications, the applications shall be forwarded to Brown County. The Brown County program administrator will review and evaluate loan applications for eligibility.
2. Applications with threats to human health or safety take priority over all other applications within the same county. For the purpose of prioritizing applications, emergency work means work that is necessary to correct an immediate threat to health or safety. While addressing lead-based paint is NOT a priority by itself, addressing lead-based paint in a home with a lead poisoned child is a priority. Applications that should be considered by the counties for priority ranking include those with:
  - a. A home with documented lead poisoning
  - b. Failing private onsite wastewater treatment system
  - c. Compromised sewer laterals
  - d. Contaminated private wells and private wells that do not meet state code, such as pit wells or wells with improper or corroded casing.
  - e. Compromised water laterals
3. Due to the depreciative nature of a mobile home as an asset, mobile home repairs shall be given the lowest priority.

## **C. LOAN APPLICATION PROCESS**

1. Property owners interested in obtaining a CDBG loan to rehabilitate their property may call Brown County and they will be informed of financial, insurance, and other information needed.
2. The program will be explained in detail and the prospective applicant will be sent a Homeowner Application via postal mail and email if applicable. The program administrator will be available to assist property owners, as necessary, in completing applications.
3. The property owners shall submit the completed Homeowner Application and all supporting information to the designated agency for each respective County. All personal financial information shall be kept confidential. The Homeowner Applications will be ranked in order of safety and health issues and then forwarded on to Brown County.
5. In order for the application to be considered complete, the prospective applicant must have filled out, signed and dated all forms in the Homeowner Application and have entire income documentation presented.
6. No loans will be made which are in conflict with ss.946.12, Wis. Stats (Private interest in public contract prohibited.)

## **D. VERIFICATION OF INFORMATION**

The program administrator will verify the information provided regarding the applicant's income and nature and extent of ownership interest in the property for which the loan is being sought.



## **E. PROPERTY INSPECTIONS**

1. All property must be inspected by a licensed HQS Building Evaluator. The program administrator will arrange with the applicant for an inspection to be made of the property for which the loan is being sought.
2. It is expected that all inspection reports shall address ALL deficiencies in the dwelling unit and should **use, at a minimum, the Housing Quality Standards (HQS) form.**
3. A list of detailed work specifications must be developed based on the initial housing inspection.
4. A written detailed report of the findings of all inspections must be included in each project file and given to the applicant and Brown County.
5. A cost estimate of the work required or proposed to be done will be prepared by the HQS Building Evaluator. The cost estimate will serve as a basis for determining the approximate amount of the loan and then as the basis for determining if the bid or bids for the rehab work are responsible and/or reasonable.
6. If the total estimated cost of the work exceeds the amount of the loan for which the applicant qualifies, funds available, or the applicant's financial ability to do all the work, the program administrator and the applicant will modify or eliminate items of work to reduce the estimated cost. However, items necessary to bring the unit up to a decent, safe, and sanitary condition will not be eliminated in favor of unessential rehab items. After a satisfactory bid has been obtained, an agreement will be reached between the program administrator and the applicant regarding the extent of the rehabilitation work required and/or proposed to be performed.
7. Initial inspection fees will be paid out of the program's administration account for all loan applicants that are not funded. Otherwise, loan recipients will be required to pay all program inspection fees and filing fees associated with getting a housing rehabilitation loan. The fees are an eligible loan expense.
8. For purposes of environmental review, if the age of the structure is not known, it must be assumed to be over 50 years old.
9. The initial and final inspection reports must include a line specifically noting the condition of the paint on all impact, friction, and accessible surfaces, as well as the presence of smoke and CO detectors.
10. A thorough inspection of the work must be completed prior to authorizing the payment of funds for the rehabilitation.
11. All project files must contain a FINAL INSPECTION CHECKLIST.

## **F. NOTICE OF ELIGIBILITY/INELIGIBILITY**

When the application information is reviewed and verified by the program administrator, a Notice of Eligibility will be sent to the applicant, who must then contact the program administrator. If the application is rejected by the program administrator, a Notice of Ineligibility and appeal information will be sent to the applicant to explain the determination.

**THE CDBG HOUSING COMMITTEE MAY ESTABLISH A LOAN MAXIMUM AMOUNT FOR  
REGULAR REHAB ACTIVITIES. NO MAXIMUM MAY BE IMPOSED ON LBP RELATED WORK.**

## **G. COMPLAINT PROCEDURE**

An applicant may appeal the decision of the program administrator by submitting, in writing, a request for reconsideration by the Administrative Team and the reason for the request. If the Administrative Team determines the applicant to be ineligible, the Brown County Board may hear the appeal and make the final decision. Brown County shall consider any correspondence submitted by the applicable county within which the subject property is located.

All applicants must receive written information about the complaint procedure. The project file must contain documentation of receipt of the complaint process information.

## **VI. BIDDING AND CONTRACTING**

### **A. BIDDING**

The HQS Building Evaluator will prepare a cost estimate to accompany the work specifications. This cost estimate will be used to evaluate the appropriateness of the bids submitted for the project.

Each project file must contain authorization by the homeowner of the selected bid(s). CDBG does not consider the signature of the homeowner on the rehabilitation contract to be approval of the selected bid(s).

1. Based on the work write-up, bids will be obtained from **at least three** qualified contractors, whenever possible. The homeowner is responsible for sending out the bids.
2. **Bids MUST be submitted directly to the program administrator by the contractor.**
3. The administrator shall provide the homeowner with copies of all bids received by the specified bid submission date and time.
4. Bids must be requested in the form of "labor and materials". "Time and materials" bids are permitted **ONLY** with prior written permission from the WDOA-DOH.
5. The property owner may select a bid that is within 10% of the lowest responsible bid. The property owner may choose a contractor who submits a higher bid only if the property owner agrees to pay the difference between the lowest responsible bid and the chosen bid.

### **B. CONTRACTS**

The CDBG program administrator may assist the property owner in obtaining bids and may make recommendations concerning the award of contracts. **The contract shall go to the lowest responsible and most reasonable bidder.** If the property owner selects a contractor, and if the contract price is higher than the bid price of the lowest responsible bid, the property owner may pay the difference.

The rehabilitation contract shall be between the property owner and the contractor.

## **C. CHANGE ORDERS**

In the event the contract needs to be adjusted from the amount originally approved, the program administrator will complete a change order approval form. The program administrator, the homeowner, and the contractor must all sign the change order. No additional work will be paid for with CDBG funds without a fully executed change order.

## **D. WORK BY APPLICANT**

1. Work may not be undertaken by the applicant.

## **E. WORK PERFORMANCE**

**NOTE:** *All work will be performed in accordance with "A Working Guide to Lead-Based Paint Regulations in Wisconsin."*

All work will be performed in accordance with municipal housing codes and other standards of acceptable performance.

In all pre-1978 units where the rehabilitation activities will disturb painted surfaces, the rehab must be designed to prevent lead dust from being disbursed to other areas of the unit.

In any unit where rehabilitation activities will remove a product suspected to contain asbestos, the work must comply with state and federal asbestos removal requirements. Only contractors certified by the Wisconsin Department of Health Services may remove asbestos-containing products. The rehab will be designed to limit release of asbestos fibers and ensure disposal in an approved landfill. Performance specifications will be provided by the community development office for the rehabilitation work.

## **F. CONTRACTOR INSURANCE**

The Contractor shall submit to the program administrator proof of insurance prior to starting any work. The policy must have comprehensive liability; a minimum of \$300,000 bodily injury and \$100,000 property damage coverage.

## **VII. DISTRIBUTION OF FUNDS**

### **A. LOAN CLOSING PROCEDURE**

On the loan closing date the program administrator will meet with the applicant to:

1. Review all documents involved in the loan and secure the applicant's signature on the:
  - a. Rehabilitation Contract and the contractor's Notice to Proceed,
  - b. Mortgage and note,
  - c. Truth-in-Lending Disclosure Statement,
  - d. Notice of Right of Rescission and provide the applicant with two copies,

- e. Authorization to Terms and Conditions of Loan,
  - f. if a rental, Commitment of Landlords to Rent to LMI families.
2. Receive the applicant's proof of insurance for the file.
  3. Provide applicant, and tenants if a rental, of any property built before 1978 with a copies of "Protect Your Family From Lead In Your Home" and "The Lead-Safe Certified Guide to Renovate Right"
  4. Explain the repayment of the loan and, if applicable, establish the address to which installment payments are to be sent.

## B. PAYMENTS

**IN NO CASE MAY CDBG FUNDS BE PAID OUT TWICE FOR THE SAME WORK**

1. Upon receipt of a completed Contractor's Payment Request, the program administrator shall approve and make payment to the contractor in an amount not to exceed 90% of the amount due the contractor for work satisfactorily completed. The remainder due the contractor shall be withheld pending satisfactory completion and final inspection of the rehabilitation project.
2. Payment may be made to a contractor **ONLY** after a Contractor's Payment Request has been completed and signed by all parties.
3. Payment may be made for work done or materials purchased and on site only –**NO ADVANCES.**
4. Each request for progress payment shall contain:
  - a. The contractor's certification that the work for which the progress payment has been requested has been performed in accordance with the terms of the contract.
  - b. Certification by the HQS Building Evaluator that necessary inspections have been made and the work has been satisfactorily performed in accordance with the contract.
  - c. The signature of the CDBG applicant denoting approval of the work for which payment is requested.
  - d. Lien waivers for all work and materials.
5. For contracts of less than \$5,000, a single payment shall be made to the contractor upon satisfactory completion of the work. For contracts greater than or equal to \$5,000, partial payments may be made to the contractor. The program administrator may require the contractor to post Performance and/or Payment Bonds if deemed necessary.
6. Payment to contractors must be in the form of a two-party check made out to the contractor and the property owner, or a one-party check made out to the contractor if there is written documentation the homeowner is satisfied with the project.

7. In the event a dispute arises between the applicant and the contractor, the program administrator may make payments directly to the contractor, provided the work has been satisfactorily completed, the work is inspected and approved by the CDBG inspector, and the applicant signed the "CDBG Loan Terms and Conditions" at the loan closing.

The Wisconsin "Right to Cure Law" must be followed in the resolution of disputes. The brochure may be accessed online under this link  
<http://www.commerce.state.wi.us/SBdocs/SB-UdcRightCureBrochureV4.pdf>

8. When a contractor fails to begin all or a portion of a rehab project, Brown County must notify the contractor, in writing, that if the project is not begun, or adequate progress made, by a specified date, the contract will be cancelled. When no, or minimal, work has been done on a project, the entire project may be re-bid or awarded to the next lowest responsible, reasonable bidder, and the mortgage securing the loan adjusted accordingly. It is recommended that language reflecting this requirement be included in the rehabilitation contract.
9. The program administrator shall advise the applicant of any noncompliance in the rehabilitation work or of any incorrect invoice submitted by the contractor if the work completed is not in accordance with the requirements of the Rehabilitation Contract. The applicant, with the assistance of the program administrator, shall be requested to obtain appropriate corrective action from the contractor. **No payment shall be made on the rehabilitation contract until the contractor has satisfactorily completed the necessary action.**
10. The contractor must be given the opportunity to correct his or her work. If a contractor has demonstrated that he or she is not available to, or capable of, making the appropriate repairs in an adequate or a timely manner, another contractor may be brought in to make the required repairs.

When a second contractor is brought in to repair work done by another contractor, the additional cost of the repairs, if any, must be added to borrower's loan.

Where agreement cannot be reached at the local level, the WDOA-DOH reserves the right to make final decision.

11. Upon completion of all work, a request for final payment shall be made on the same form as required for progress payments and shall contain the same certification and signatures required for such payments. The contractor's final Request for Payment must include lien waiver from the contractor, subcontractor, and suppliers, and a copy of each warranty due the owner for the work. Prior to final payment, the Final Inspection Checklist must be completed and signed by the inspector.
12. Where work is done that triggers compliance with lead-based paint regulations, no payment may be made until the work passes clearance.
13. When the property owner is financing part of the rehabilitation work, the property owner shall provide evidence satisfactory to the program administrator of his/her financial capability to do so. If the property owner is financing part of the rehabilitation work, payments to the contractor shall utilize the property owner's money first and then CDBG funds.

14. If CDBG funds were paid out for work that was not properly done, or for work which had not been adequately inspected and approved, Brown County must return the improperly issued amount to the CDBG program from Brown County's general fund. CDBG funds (including CDBG-RLF) may not be used to repay the CDBG program.
15. Brown County is responsible for paying to correct the work improperly done including additional cost resulting from work improperly done. **All corrective efforts will be coordinated through WDOA-DOH.**

**No payment may be made where the work to be paid for has not been completed properly.**

### **C. TERMINATION OF REHABILITATION CONTRACT**

A rehabilitation contract may be terminated under the following conditions:

1. **Poor work performance** by the contractor and the demonstrated inability to rectify the poor workmanship.

The cost of repairing poor workmanship and the higher costs of awarding the bid to the next lowest bidder shall be deducted from any amount owed to the initial contractor for work completed. In all cases, the contractor shall be given the opportunity to rectify the problem before contract termination procedures are begun. The following procedures shall be used when negotiating a workmanship problem:

- a. A meeting shall be held at the job site with the contractors, homeowner, program administrator, and HQS evaluator to attempt to come to a consensus regarding correction of problems.
  - b. On the second request for correction, the program administrator shall contact the contractor by certified mail notifying the contractor that the workmanship is still poor and specifying the areas that need to be addressed to satisfy the contract. The contractor shall be given a specific time limit in which to make the required repairs.
2. Causing undue damages to a homeowner/landlord's property and the inability or unwillingness to correct the damages. The cost of repairing damages will be deducted from any money owed the contractor for work already completed. If the amount owed is insufficient to cover the costs of the damages, the program administrator will assist the property owner in filing a claim against the contractor's insurance.
  3. The inability of the contractor to perform the work within the allotted time.
  4. Irreconcilable differences between the contractor and the property owner.
  5. The contractor requests to be removed from the contract. There will be no penalty associated with this request as long as the request is made within 30 days of receiving the Notice to Proceed.
  6. The contractor has been debarred, suspended, or is otherwise ineligible to work on federal contracts.

### **D. CLOSEOUT PROCEDURES**

1. After all funds have been disbursed for the loan, the program administrator will prepare a closing statement that shall account for disposition of the CDBG loan. The original signed closing statement shall be retained by Brown County and a signed copy shall be mailed to the applicant.
2. The program administrator shall review each project file following close out to determine if all documents have been properly executed and are contained in the file.
3. Brown County will retain a permanent record of the work done on any unit located in the floodplain. CDBG funds may not be used to make the same repairs in the future.

## **VIII. MORTGAGES**

### **A. LOAN SECURITY**

It is Brown County's responsibility to ensure that CDBG housing loans are as secure as reasonably possible. To do this the following must be accomplished:

1. Document ownership of the property through, at a minimum, a letter report from an accredited title company or qualified county official.
2. Review outstanding mortgages to ensure that there is adequate equity in the property to cover the CDBG loan.
3. Verify that taxes and utility bills are paid.
4. Require the borrower to sign a mortgage and note for the amount of the loan.
5. Record the mortgage immediately after the mortgage and contract documents have been signed and the three-day rescission waiting period has expired.
6. Contact the borrower's insurance company to verify adequate insurance and to be listed as a mortgage holder of the property (obtain Certificate of Insurance to document this).

### **B. SUBORDINATION**

1. Homeowners who anticipate refinancing an existing loan and request that the Grantee subordinate its mortgage position must submit in writing the following information:
  - a. The reason for the subordination request.
  - b. The name, address, and contact person(s) at the cooperating financial institution.
  - c. The new mortgage amount that would take precedence over the Brown County-held mortgage.
  - d. Copies of estimates for any rehab/construction work being completed.
  - e. Completion of the subordination policy form.

2. Brown County will, on a case-by-case basis, consider subordination requests for homeowners wishing to:
  - a. Refinance an existing mortgage to obtain a reduced interest rate.
  - b. Refinance an existing mortgage to obtain a comparable interest rate and extended payment terms.
  - c. Obtain a home equity loan for the sole purpose of rehabilitating their primary residence.
  - d. Refinance an existing mortgage as necessary to halt foreclosure proceedings by a bank or to halt tax deed proceedings by the county.
3. Typically, the Program Administrator will NOT consider requests for subordinations if ANY of the following apply:
  - a. For consolidation of consumer debt, such as credit cards, automobiles, or other “cash to homeowner” transactions or for any home equity loans other than for the sole purpose of rehabilitating one’s primary residence.
  - b. For any subordination that will put Brown County’s security interest in jeopardy, as determined by standard underwriting practice, unless required to halt foreclosure or tax deed proceedings.
  - c. For any subordination where the interest rate on the new loan is 1.5% above the average local lending rate for similar type loans.
4. Written requests for subordination agreements must be approved by the program administrator. The subordination agreement must be drafted at the homeowner’s expense by the cooperating financial institution or legal counsel.

## **IX. REUSE OF FUNDS**

The procedure for use of the repaid CDBG funds differs depending on whether or not the Grantee has an ongoing Community Development Block Grant Program. No more than 17% of repaid funds can be used for administrative expenses.

### **A. ACTIVE CDBG GRANT**

The funds shall be deposited into the Revolving Loan Fund account and will be used for housing rehabilitation in a manner consistent with the current Implementation Handbook and active CDBG contract. Repaid money shall be used prior to drawing down from the current contract budget. The Revolving Loan Fund Account shall be audited in the same manner and at the same time as regular CDBG funds.

### **B. INACTIVE CDBG GRANT**

The program administrator shall maintain the rehab account records, including:

1. The Revolving Loan Fund Accounting Journal



- a. All repaid funds shall be deposited into the working account and recorded in the Program Beneficiaries Data sheet and the rehabilitation obligation tracking journal.
- b. Seventeen percent (17%) of repaid funds may be used for administration.
- c. Interest earned on repaid funds shall be recorded in the Working Account.
- d. Program earnings from non-rehabilitation activities (e.g., acquisition/resale) may be used for any contracted housing activity.
- e. Non-rehabilitation funds and administration funds shall be tracked separately.

2. The Working Account Journal

The Working Account Journal will show payments as they are made for all rehabilitation activities. An annual report of all rehab account expenditures (the Housing Revolving Loan Fund Activity Report) shall be submitted to WDOA-DOH.

**C. DISCONTINUED HOUSING REHABILITATION PROGRAM**

If the housing rehabilitation program is discontinued, the funds shall be temporarily deposited in Brown County's general account and repaid to the State of Wisconsin, Department of Administration - Division of Housing, as provided in the CDBG contract.

## ***Appendix A – Income Eligibility Limits***

Income eligibility limits shall be those county-specific criteria set annually by the U.S. Department of Housing and Urban Development for the CDBG-Housing program and found on the Wisconsin Department of Administration – Division of Housing website.

## ***Appendix B – Rent Limits***

Rent limits shall be those county-specific (not MSA) criteria set annually by the U.S. Department of Housing and Urban Development.