

**A. COVER SHEET**



**Truman Heritage  
Habitat  
for Humanity®**

**City of Independence  
CDBG Home Repair Program  
2021-23**

**Truman Heritage Habitat for Humanity formally submits the application for sole contractor for the City of Independence CDBG Home Repair Program 2021 -23. The attached is considered the entire proposal for request.**

A handwritten signature in blue ink, appearing to read 'Christina Leakey', is written over a horizontal line. The signature is fluid and cursive.

**Christina Leakey, President & CEO  
Truman Heritage Habitat for Humanity**

*9.20.2021*

**Date**



**INDEPENDENCE**  
\* M I S S O U R I \*

Procurement Division  
111 E Maple, PO Box 1019  
Independence, MO 64051-0519

**REQUEST FOR PROPOSALS #21066**

**CDBG Home Repair Program**

**ATTENTION RESPONDENT – COMPLETE AND RETURN WITH RESPONSE**

Responding Firm Truman Heritage Habitat for Humanity Phone Number 816-839-5522  
(Please print or type)

Address 505 N. Dodgion City Independence State MO Zip 64050


Name of Authorized Agent Christina Leakey Email Cleakey@trumanhabitat.org

The only authorized source for Request for Proposal (RFP) forms, addenda, and information regarding this RFP is [www.publicpurchase.com](http://www.publicpurchase.com). Using RFP forms, addenda, and information not obtained from [www.publicpurchase.com](http://www.publicpurchase.com) creates the risk of not receiving necessary information about the RFQ that may eliminate your proposal from consideration.

Submit questions regarding this RFP online at [www.publicpurchase.com](http://www.publicpurchase.com) by deadline in the RFP schedule.

Proposals shall be submitted online via [www.publicpurchase.com](http://www.publicpurchase.com) by the date and time indicated. Paper, fax, or email responses will NOT be accepted and will not be returned to sender. Proposals are sealed in a virtual lockbox that can only be opened after the Request for Proposal (RFP) closing date and time, to maintain confidentiality of the proposal. All proposals are subject to the terms and conditions herein.

Submission of a proposal shall be deemed a firm offer and is not revocable within 120 days after response deadline.

  
9.20.2021

**B. PROJECT SUMMARY**

Truman Heritage Habitat for Humanity (THHFH) requests \$370,000 to manage the City of Independence CDBG Home Repair Program. \$55,500 of the \$370,000 will be administrative cost to support the program. THHFH plans to complete 15-20 projects over two years at a cost not to exceed \$25,000 per project.

The “Home Preservation Program” (HPP) is a Habitat for Humanity International (HFHI) initiative focused on addressing urgent home repairs for low-moderate homeowner families in the community. The program is based on the core tenant of Habitat which calls for providing a “hand up” to families and individuals in need of services that will assure safe, decent, and affordable housing. THHFH is an affiliate of HFHI and has adopted the attached HPP home repair policy in conformance with HFHI guidelines. See exhibit B attached to this proposal.

Given available funding, Truman Habitat’s proposed 2021-23 HPP program will be able to provide 15-20 low-income owner-occupied homeowners minor, emergency and/or critical home repair assistance that will improve the safety, sustainability, and affordability of the home repairs during the contract period. Offered services will include roof repairs and replacements, hazardous tree removals, HVAC, insulation, exterior trim/siding, paint, brush clean-up, collapsed sewers and other minor and critical home repairs deemed acceptable by City and meeting the console dated plan. THHFH is designated by HFHI as an Aging-in-Place affiliate and approximately 90% of our home repair projects service the elderly. THHFH is dedicated to caring for the whole person and has invested in hiring an Aging-in-Place Specialists to connect our clients to additional services in addition to home repair and safety modifications to the home.

**CDBG Home Repair Project Timeline:**

Activity	Months from Grant Award
Execute CDBG funding contracts & finalize procedures	0-3 months
Market the program to eligible applicants	2-3 months
Evaluate applications and determine eligibility; notify applicants	2-24 months ongoing
Develop project scopes of work and obtain required City approvals	3-24 months ongoing
Enter into work agreements with eligible homeowners and contractors	4-24 months ongoing
Conduct HPP projects (approximately 3-5 per quarter)	4-24 months ongoing
Complete project close-outs; process project payments	6-24 months ongoing
Submit project reimbursement requests to City	6-24 months ongoing
Complete grant documentation and record keeping requirements	on or before 24 months
Quarterly Reports to the City	3-24 months ongoing

**C. ORGANIZATIONAL PROFILE**

The Truman Heritage Habitat for Humanity (THHFH), a 501c3 organization, mission is “Seeking to put God’s love into action, Habitat for Humanity brings people together to build homes, community and hope”. THHFH was founded in 1989, as a non-profit ecumenical Christian housing ministry, seeking to

eliminate poverty housing and making decent shelter a matter of conscience and action. THHFH is an affiliate of Habitat for Humanity International, a non-profit national organization, THHFH provides safe, decent, affordable housing opportunities to low-moderate income families within 25 to 80 percent of the Area Median Income (AMI). THHFH supports housing construction products to include new single-family construction, acquisition-rehabilitation of existing housing, critical home repairs, and weatherization of existing homes. In addition, THHFH serves Eastern Jackson County, MO and has been a designated Community Housing Development Organization (CHDO) for the City of Independence since 2008. THHFH further developed its capabilities in 2015 by adding staff in the areas of site construction, accounting, and financial counseling for prospective homebuyers. In 2019, an Aging in Place program was initiated to provide home repairs and safety renovations to older adults so they can safely remain at home.

Since 1989, THHFH has completed 86 new and acquisition-rehab construction projects for homeownership opportunities, and 131 critical home repair and weatherization projects in Eastern Jackson County, Missouri. For new home build and rehab projects, families are required to complete 350 sweat equity hours, and attend financial, budgeting and home ownership classes before moving into their home. THHFH successfully completed an NSP grant of \$2.5 million dollars that was awarded by the City of Independence in December of 2009 and completed in March 2013. This grant award allowed THHFH to build 21 homes, 17 of which were new construction and four acquisition-rehab projects, while complying with Federal, State, and local regulations, codes, and standards. THHFH has put in place an accounting system for federal grants monitoring which was used in the conduct and successful completion of the \$2.5 million NSP grant and continues to be utilized.

Currently our administrative offices are located at 1101 W. Walnut in Independence, Missouri. THHFH functions as a construction general contractor, a mortgage lender, a financial counseling agency and an advocate for affordable housing in the Kansas City metropolitan area. Since 2013-14 THHFH has operated two ReStore discount home improvement centers, located in Independence and Blue Springs, which provide a flexible funding stream to support the operational costs of the non-profit organization. THHFH is overseen by a CHDO-qualifying, 15-member, Board of Directors as well as committees comprised of community volunteers and Board members.

THHFH is uniquely qualified to manage the City of Independence CDBG Home Repair program since designated by Habitat for Humanity International in 2013 as a "Home Preservation Program" affiliate. The Habitat for Humanity "Home Preservation Program" supports low-moderate income families with critical & minor home repair needs and weatherization. These repairs were possible due to CDBG funds allocated through the City of Independence. Additionally, the City of Raytown allocated funds from the annual budget to address code violations and to support home repairs for Veterans. Since 2017, Spire Energy and Independence Power and Light (IPL) have provided grant funding to THHFH to support up to \$200,000 annually for weatherization projects in the City of Independence for low-moderate income homeowners.

The project team is overseen by the President and CEO of THHFH, Christina Leakey and lead by the Construction Director, Mark Schroer. Mark Schroer is a licensed general contractor in Kansas City, Missouri and Johnson County, Kansas. Herb Webb, Home Preservation Program Coordinator manages the day-to-day construction projects and contract management for THHFH.

#### *Project Team*

*THHFH's President/CEO, Christina Leakey*—will be responsible for the overall management of the 2018-19 CDBG funded program, including directing THHFH staff participating in program activities and

execution of required program contracts and certifications. Christina has served four years as the President/CEO of THHFH and previously served 21 years in the City of Independence's Community Development Department as a historic preservation specialist and community programs supervisor. During her employment with the City, Christina led the City area nonprofit housing providers and program staff in the development and implementation of a strategy for investment of \$6.2M+ in Neighborhood Stabilization Program and Community Development Block Grant-Recovery funds made available from HUD to mitigate the adverse impact of the mortgage foreclosure crisis in areas of greatest need. The City of Independence was recognized nationally for their efforts in the Neighborhood Stabilization Program. Additionally, Ms. Leakey holds the following HUD Training Certificates:

- Building HOME (2013 Revised Rule) – A HOME Program Primer
- On Solid Ground – Tools and Tactics for Managing Construction Programs
- Effective Written Agreements
- All the Right Moves – Relocation and Acquisition in HUD Programs
- Making it Work – Implementing the Lead Safe Housing Rule

Ms. Leakey's vast knowledge of managing the HUD entitlement awards for the City will help to ensure that all CDBG funds allocated to THHFH are effectively fully utilized following the guidelines set by the award.

*Community & Family Engagement Director, Lindsay Browne*—has been with THHFH since January 2015 and her role has increased in responsibility with the organization as she has assumed the management of family services and certain responsibilities with the Home Preservation/Neighborhood Revitalization program. Lindsay reports directly to the President/CEO of THHFH. She is responsible for overseeing the determination of program eligibility of households. Additionally, Ms. McLain is responsible for the day-to-day program work with homeowners including the initial contact, reviewing program application forms, determining initial homeowner qualification for the program, origination of program loan documents, and providing homeowner support throughout the program process. Mrs. Browne previously worked Truman Habitat as the Community Engagement Manager where she performed several functions relating to community and volunteer engagement. Ms. Browne holds a Bachelor of Arts degree from Grinnell College in Sociology with honors and a Master of Public Administration from the University of Missouri – Henry W. Bloch School of Management.

*Construction Director, Mark Schroer*—will serve as the Construction Director overseeing Home Preservation Project Managers for the 2021-23 CDBG. Prior to Mark becoming the Construction Director in 2019, he served the role as Construction Project Manager, since joining THHFH in 2014. Mark reports directly to the President/CEO of THHFH. He will be responsible for general oversight of the construction activities, submitting environmental review requests to the City of Independence, assuring THHFH policy and CDBG rules on work safety and procedures are strictly followed, assuring lead and asbestos abatement regulations are met, preparing the scope of work on all projects, procuring contracted services, supervising work crews, ordering work supplies, managing the contract process and managing other construction related program activities. Mr. Schroer has successfully led and managed Truman Habitat's Home Preservation and Weatherization Programs since 2014. From 1987 to 2014, Mr. Schroer owned a comprehensive residential remodeling business in Kansas City, Missouri with exceptional experience in residential and commercial construction and rehabilitation including Energy Auditing (BPI). Mr. Schroer has training and certifications in:

- Energy Auditing – Building Performance Institute (BPI)
- GLYNITE Construction Services
- HFH (Habitat Competent Person Training)
- Energy & Environmental Center Energy Auditor
- Osha 10 Certified
- Osha Residential Construction safety training

Mr. Schroer earned Bachelor of Art degrees in Philosophy and Theology from Rockhurst College with a minor in Math & Science.

*Chief Operating Officer, Carla Simpson*—has been with THHFH since 2013. Ms. Simpson is responsible for all operating activities of the affiliate including contract management, reporting, budget oversight, and program delivery supervision. In addition, Carla oversees Human Resources for THHFH. Ms. Simpson works directly with the Construction Department and Community and Family Engagement to ensure our Home Preservation Program is performing according to contract requirements and performance objectives. Prior to her role as COO, Ms. Simpson was the Development Director for THHFH. In her role as Development Director, Carla managed all grant writing and reporting; a portfolio of donors; marketing and communications and events. Ms. Simpson has 15 years of non-profit leadership. Carla worked in non-profit management for St. Joseph and St. Mary's Medical Center Foundations in which she managed a twenty million investment portfolio for the foundations and their combined grant management program since 2006. Ms. Simpson earned her Bachelor of Arts degree in Public Administration with an emphasis in Non-profit Business Management from MidAmerica Nazarene University and graduating with honors.

*Home Preservation Program Manager, Herb Webb* – comes to THHFH with 25+ years of experience working with homeowners in various capacities. His experience includes 14 years with the City of Independence administering CDBG and HOME funds and seven years with Independence Power in Light as the Community Programs Administrator overseeing energy efficiency programs for the utility company. Mr. Webb will be responsible for the day-to-day management of the home repair construction project activities, submitting environmental review requests to the City of Independence, assuring THHFH policy and CDBG rules on work safety and procedures are strictly followed, assuring lead and asbestos abatement regulations are met, preparing the scope of work on all projects, procuring contracted services, supervising work crews, ordering work supplies, managing the contract process and managing other construction related program activities. Mr. Webb reports directly to Mark Schroer, Construction Director. Herb holds a BA degree in Liberal Arts from Graceland University in Lamoni, IA.

*Home Preservation Project Coordinator, Lyn Westfall* – responsible for the day-to-day preparing and submitting of environmental review requests to the City of Independence, assuring THHFH policy and CDBG rules on work safety and procedures are strictly followed, assuring lead and asbestos abatement regulations are met, procuring contracted services, ordering work supplies, and assisting with the contract process. Lyn reports directly to Mark Schroer, Construction Director. Prior to working for Truman Habitat, Ms. Westfall worked for Habitat for Humanity Kansas City as a Home Preservation Program Manager and for the NWDC Home Repair Grant Program Coordinator. Lyn earned an Associates Degree in Small Business Administration from Northwest Missouri Community College and certificates in Construction & Production Management and Competent Person Training.

*Bookkeeper, Jacob Simpson* - has been with THHFH since September 2020 and his role has increased in responsibility with the organization to include managing the general ledger, accounts payable and

receivable and assisting with grant administration/draws/ oversight and reporting. Prior to coming to Truman Habitat, Mr. Simpson worked as an Auditor for Penn National Gaming and as an Accountant for MMGY International. Jacob has an associate degree in Business and currently completing his Bachelor of Business degree at Pittsburg State University in Accounting.

#### **D. Description of Similar Experience and References**

Truman Heritage Habitat for Humanity has been providing federally assisted housing development and rehabilitation services for the City of Independence as a Community Housing Development Organization administering HOME funding since 2008, and as a subrecipient administering CDBG funding for home repair since 2013. Since that time, we have constructed more than 30 new and rehabbed units for affordable homeownership opportunities, primarily for households at or below 50% AMI. Of significant note was the award of a \$2.5m Neighborhood Stabilization Program Grant from the City of Independence in 2010 for the development of 22 units of single-family affordable homeownership opportunities on scattered sites in northwest Independence. THHFH successfully completed this contract on time and within budget, meeting all requirements for reporting, production goals, and national objective accomplishment in compliance with the HUD CDBG regulations that the NSP program was bound to. Of the 22 units of housing produced, all were subject to requirements for environmental review, HUD housing quality standards, federal procurement requirements, applicant qualification and income certification, and reporting commensurate with those applicable to the current RFP.

References—similar projects completed in the last 5 years

2018-2019 Independence Home Preservation (AKA A Brush With Kindness) Program

City of Independence

\$148,000 (Completed 18 minor home repair projects)

Population: City of Independence Homeowners at or below 80% AMI

Contact: Tom Scannell, Community Development Director, 816-325-7000, [tscannell@indepmo.org](mailto:tscannell@indepmo.org)

FY 2016-2020 IPL/Spire Co-delivered Weatherization Program

Independence Power & Light/Spire Corporation

\$150,000 annually (Completes 15-20) home weatherization improvement projects

Population Served: at or below 50%AMI homeowners, Dual fuel customers

Contacts: Jennifer Newbold, Customer Program Administrator, 816-325-7485, [jnewbold@indepmo.org](mailto:jnewbold@indepmo.org)

Paul Englert, Weatherization Specialist, 314-230-6050, [paul.englert@spireenergy.com](mailto:paul.englert@spireenergy.com)

FY 2016, 2017, 2018, 2020 City of Raytown Minor Home Repair/Code Violation Abatement Program

City of Raytown, Missouri

\$25,000 annually (Completes 3-6 code abatement projects)

Population: Raytown Homeowners at or below 80% AMI

Contact: Ray Haydaripoor, Director of Community Development, 816-737-6093, [rayh@raytown.mo.us](mailto:rayh@raytown.mo.us)

## **E. Outline of Services**

### **General Approach**

Truman Habitat's Home Preservation Program (HPP) is based on the Habitat for Humanity International's partnership housing model which calls for giving a "hand-up" to families in need of safe, decent and affordable housing services. A "hand-up" from Habitat for Humanity aims to support homeowners struggling to achieve or maintain housing security by offering them help in a way that preserves dignity and builds a sense of community. Our signature method combines nonprofit program services, and labor from community volunteers with a sweat equity contribution from our homeowner partners to accomplish home and neighborhood improvements. In response to the City's stated need, Truman Habitat proposes to offer, City-wide, its model Home Preservation Program home to qualifying low and moderate income (up to 80% AMI) homeowners, with a specific focus on addressing emergency and critical home repair needs. This program will be implemented in accordance with the attached Home Preservation Program Home Repair Policy and guidelines, and in compliance with all applicable provisions of 24 CFR Part 570. These services will be made possible through the utilization of THHFH general funds, in-kind donations, homeowner sweat equity, volunteer support given to the organization, and reimbursements from the Independence CDBG Program.

### **Marketing and Applicant Intake**

Upon award of CDBG Program funding, THHFH's Community & Family Engagement staff will coordinate with community partners, social service agencies, and standard communication channels (ie. Website, Facebook, local news circulars, etc.) to broadly market the availability of the Independence Home Repair Program. Inquiries from homeowners needing services will be directed to the Community & Family Engagement Department at THHFH. The Family Success Coordinator (FSC) will be charged with pre-screening potential home repair clients for eligibility and providing an application to those that qualify for services upon request. Applications will also be made available through direct download from THHFH's website; information regarding on-line applications will be included in all marketing. (Note: THHFH acknowledges this would be an exception requiring City approval, as the RFP indicates applications may only be accepted by mail. We will comply with City's determination regarding this suggested exception). Upon receipt of a completed program application and supporting documentation the FSC will review each application to ensure eligibility verifying the following: a) qualifying homeownership (fee-simple title, current taxes and utilities, insurance, etc.), b) household income is less than 80% of average median income, c) eligible critical and emergency repairs needed and d) willingness to partner (commitment to participate in sweat equity). Applicant will be notified of and given 14 calendar days to provide any missing documentation. If applicant fails to respond, a second notice and 14-day extension will be granted. If there is no response, applicant will be determined ineligible and notified accordingly. Completed and approved applications will be processed on a first come first serve basis, based on date and time stamp, until project funds are exhausted. Upon allocation of available program funds THHFH will discontinue taking new applications and will notify pending inquiries that the program is closed to new applicants. Contact information for all subsequent inquiries will be maintained by the Family Engagement Coordinator to establish future need and so that they can be notified of future grant opportunities.



### **Project Development and Construction Management**

Upon determination of applicant eligibility, projects will be referred to the Home Preservation Program Coordinator who will a) conduct a field inspection to confirm the repair needed, b) draft a project scope of work, c) prepare a project cost estimate for homeowner review and approval, and (d) procure competitive bids from any work items required to be contracted.

Prior to undertaking any choice limiting activities related to the project, the HPP Coordinator will submit a request for Environmental Review (including Section 106 for Historic Preservation), along with the scope of work and all required supporting documentation (maps, before photographs, preliminary lead hazard assessment, etc.), to the City of Independence for approval. Upon approval by the City, the HPP Coordinator will prepare a draft agreement for the specific scope of services, between THHFH and the homeowner. Once the homeowner signs and returns the agreement, the President/CEO will execute the agreement on behalf of THHFH.

Upon execution of the homeowner agreement, the HPP Coordinator will be given notice to proceed and will assume responsibility for ensuring that the entire construction process is being accomplished in a timely and compliant manner. Typical projects will involve the HPP Coordinator collecting copies of required permits and verification of contractor insurance, notifying homeowner and subcontractors of project start, acquiring the necessary supplies and work force (if work will be performed by THHFH), supervision of work performed by volunteers and/or contractors, calling for any required construction inspections, assuring all requirements of the approved project scope of work are met, photographing completed improvements, and obtaining the owner's approval of completed work.

### **Project Closeout and Funding Reimbursement**

Upon construction completion, inspection and sign-off by the homeowner the HPP Coordinator will notify the project close-out team as follows: instruct Accounts Payable/Receivable to issue payment and collect lien waivers to project contractors, request reimbursement from the City, notify the Family Services Coordinator (FSC) to prepare a final communication with the homeowner and forward copy of project file to the City for records retention. Note: THHFH will be responsible for assuring all payments to contractors are made timely. Given THHFH other housing development and program commitments, our organization is not able to cash-flow significant capital outlay for extended periods of time. Requests submitted to the City of Independence for reimbursement of project expenses from available CDBG funding will necessarily be submitted upon cost incurrence, which may result in multiple billings per month, depending on the volume of projects, and scope of project activities. We will make every effort to submit complete and accurate supporting documentation with every request to ensure that reimbursement can be issued by the City at the earliest opportunity. The City's cooperation will be critical to program success.

### **Miscellaneous Program Guidelines**

The THHFH Board approved Home Preservation Home Repair Policy is attached to this section and provides more detailed information on the approach and process which will be followed by THHFH staff in the implementation of the CDBG funded projects. No rental property will be included in the program. No detached structures such as sheds will be included in the CDBG funded scope of work. Work determined by the Construction Director and the HPP Coordinator as needed, but not appropriate for volunteers or where the project needs to be completed in a timely manner, will be subcontracted, or performed by THHFH's skilled construction staff.

All work performed will comply with applicable local, state and federal laws and regulations. This includes compliance with the City of Independence adopted building code in effect at the time the work is being accomplished, compliance with business licensing and permit requirements, and compliance with applicable provisions of the RFP. Specifically, THHFH is fully aware of and experienced in complying with applicable federal regulations implicated by the use of CDBG program funds for home repair including, but not limited to, Part 58 Environmental Review, Section 106 Historic Preservation, Fair Housing and Equal Opportunity, the Lead Safe Housing Rule and limits on the use of Debarred and Suspended contractors.

#### Project Workflow and Detailed Timeline

- I. Intake—within 48 business hours of applicant inquiry
  - a. Community & Family Success Coordinator initiates intake by speaking to potential applicant about home repair needs.
  - b. If there is a match to a current program/funding sources, the potential applicant is screened for eligibility:
    1. Income Guidelines
    2. Valid Homeowner Insurance
    3. Current on Mortgage and Property Taxes
  - c. If there is no funding source for the specific needs, the homeowner is placed on the HPP notification waiting list
  - d. If potential applicant meets all requirements, application packet is mailed out.
  
- II. Application Processing- complete within 5 business days of receipt
  - a. Once completed application is received, FSC date and time stamps application.
  - b. Verify applicant income eligibility
  - c. Verify mortgage payment is current on mortgage statement
  - d. Verify property taxes are current- <https://www.jacksongov.org>
  - e. Check for open judgements- <https://www.courts.mo.gov/casenet/base/welcome.do>
  - f. Run applicant, co-applicant, and dependents through sex offender database- <https://www.nsopw.gov>
  - g. If application is approved, send “Notice of Completeness” to homeowner and notify construction
  - h. If application is incomplete, or not approved, send “Notice of Incomplete” with 14 day response period, or denial letter to homeowner.
  
- III. Scope of Work-process initiated within 5 business days of receiving project address and file from FCS.
  - a. Construction staff/HPP Manager receives notification of qualified application and makes contact with homeowner within 5 business days to schedule home visit/assessment

- b. During assessment, AIP Coordinator identifies repair needs, taking pictures, and necessary measurements to complete a detailed scope of work. AIP Coordinator determines if the repair work is deemed critical or non-critical
- c. Scope of Work is completed, with estimated budget and sent to HPP Coordinator to begin Environmental Review Record Preparation –within 12 days of site visit.
- d. Bids within 12 days
- e. Once scope is approved, AIP notifies QLO to schedule Homeowner Agreement takes approximately 30 days for approval to be completed.

**IV. Homeowner Agreement**

- a. HPP Coordinator meets with homeowner to go over final scope once approval received back from the City, homeowner agreement, project cost, sweat equity requirement, repayment terms (if any) within 2 days
- b. Once homeowner agreement is signed, begin sweat equity

**V. Schedule Work**

- a. Schedule licensed contractor following sow
- b. Work can take approximately 3 weeks to complete

**VI. Certificate of Completion**

- a. Inspect completed project
- b. Document completed project
- c. Obtain homeowner certification of completion

**VII. Loan Closeout**

- a. Request payment to contractors
- b. Collect invoices, submit proof of payments to contractor to City for reimbursement
- c. Final closeout of file
- d. Report quarterly to the City status of CDBG Home Repair Program management

**F. Cost of Services**

<b>Truman Heritage Habitat for Humanity</b>			
Home Preservation Program—Home Repair Budget 10/1/2021 - 12/31/23			
	Home Repair Program		
	CDBG	Other Funding Sources	Total
Project Management & Administration			
President/CEO	\$ -	\$ 5,025.00	\$ 5,025.00
Construction Director	\$ -	\$ 7,780.00	\$ 7,780.00
Construction Home Preservation Project Manager	\$ 43,600.00	\$ -	\$ 43,600.00
Construction Home Repair Coordinator	\$ 2,215.00	\$ -	\$ 2,215.00
Family and Community Engagement Director	\$ 8,435.00	\$ -	\$ 8,435.00
Bookkeeper	\$ -	\$ 3,890.00	\$ 3,890.00
Insurance	\$ 1,250.00	\$ 1,250.00	\$ 2,500.00
<b>Subtotal ... PM &amp; Administration (15% of Program/Project)</b>	<b>\$ 55,500.00</b>	<b>\$ 17,945.00</b>	<b>\$ 73,445.00</b>
Construction Tools, Supplies, Warranty Work, Equipment Rental	\$ -	\$ 1,752.00	\$ 1,752.00
Housing Development Hard Costs	\$ 309,000.00	\$ -	\$309,000.00
Vehicle Expense	\$ -	\$ 3,800.00	\$ 3,800.00
Depreciation Expense (vehicle)	\$ -	\$ 1,200.00	\$ 1,200.00
Taxes & Business Insurance	\$ -	\$ 2,500.00	\$ 2,500.00
Training	\$ 1,000.00	\$ -	\$ 1,000.00
Office Expenses	\$ -	\$ 540.00	\$ 540.00
Professional Services: Asbestos, Lead, Mold & Radon Assessments	\$ 4,000.00	\$ -	\$ 4,000.00
Utilities/Occupancy	\$ -	\$ 300.00	\$ 300.00
Family Selection & Marketing	\$ 500.00	\$ -	\$ 500.00
Gifts-in-Kind	\$ -	\$ 2,000.00	\$ 2,000.00
<b>Subtotal ... Non-Payroll</b>	<b>\$ 314,500.00</b>	<b>\$ 12,092.00</b>	<b>\$326,592.00</b>
<b>Grand Total</b>	<b>\$370,000.00</b>	<b>\$ 30,037.00</b>	<b>\$400,037.00</b>

**Requested exception to the provision of the City's RFP:**

***An allowance to administer the contracted Home Repair Program in accordance with Truman Habitat's Home Preservation Program Model (guidelines attached). An allowance to require sweat equity participation from assisted homeowners based on our current model An allowance to set-aside up to 15% of the awarded contract amount for projects that would qualify as non-critical home improvements when the homeowner commits to repayment on our 0% interest home improvement loan model, in order to generate program income to support additional projects. An allowance for homeowners to submit their completed application on-line or via hand-deliver when acceptance is documented by a date and time stamped receipt from THHFH An Exception to the requirement to respond to applicant inquiry within 24 hours, and an allowance for a response within 48 business hours.***

G. See Next Page – completed and signed

**CONTRACT FOR  
PROFESSIONAL SERVICES**

This contract, made by and between the City of Independence, Missouri (hereinafter called City) and, Truman Heritage Habitat for Humanity, a Corporation (hereinafter called consultant).

**WITNESSETH:**

WHEREAS, City requires CDBG Home Repair Program services and, WHEREAS, consultant is prepared to provide said professional services and shall give consultation and advice to City during the performance of said services; NOW THEREFORE, City and Consultant in consideration of the mutual covenants contained in this contract, agree as follows:

**ARTICLE 1 – EFFECTIVE DATE**

The effective date of this contract shall be upon approval of application.

**ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT**

Consultant shall perform the services set forth in the documents attached hereto and made a part of this contract, which include one or more of these documents: Request for Proposals, scope of work, statement of work, consultant’s proposal, and pricing.

**ARTICLE 3 – PERIOD OF SERVICE**

The services shall be completed by December 31, 2023.

**ARTICLE 4 – COMPENSATION**

For services performed, the City shall pay the consultant, an amount not to exceed \$55,500.

Regular (e.g. monthly) invoices shall be submitted by the consultant to the City for payment of services performed and expenses incurred during the preceding month. Invoices shall indicate the hours expended for each individual person, the total labor billing, and a summary of other expenses and charges with supporting documentation.

The City’s payment terms are Net 30. Payment will be made by the City within thirty (30) days of receipt of the complete invoice. The City’s preferred method of payment is via City credit card with no added fees. If credit is not acceptable, payment will be made by check.

The City is exempt from State of Missouri sales and use taxes on purchases made directly for the City. Consultant shall not include any sales or use taxes on transactions between the consultant and City.

**ARTICLE 5 – PERMITS AND LICENSES**

The consultant shall procure all necessary local construction permits and licenses and a City of Independence occupation license, unless exempt under state law. Consultant will abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work

under this contract is performed, and will require the same of all sub-consultants. The consultant must furnish and maintain certification of authority to conduct business in the State of Missouri.

**ARTICLE 6 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Except as otherwise provided herein, documents, drawings, and specifications prepared by consultant as part of the services shall become the property of City, provided consultant has the unrestricted right to their use. Notwithstanding the foregoing, City accepts that any re-use of the documents or intellectual property shall be at City’s sole risk and liability.

**ARTICLE 7 – CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT**

Either party may request changes within the general scope of this Contract. If a requested change causes an increase or decrease in the cost or time required to perform this contract, City and consultant will agree to an equitable adjustment of the contract price, period of service, or both, and will reflect such adjustment in a change order or formal modification.

**ARTICLE 8 – STANDARD OF CARE**

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a peer professional under similar circumstances.

**ARTICLE 9– LIABILITY AND INDEMNIFICATION**

Having considered the potential liabilities that may exist during the performance of this contract and the consultant’s fee, and in consideration of the mutual covenants contained in the contract, City and consultant agree to allocate and limit such liabilities in accordance with this article.

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors, and employees against all damages liabilities or costs, including reasonable attorney fees and defense costs, to the extent caused by the consultant’s negligent performance of professional services under this contract and that of its sub-consultants or anyone for whom the consultant is legally liable. Consultant shall indemnify City against legal liability for damages arising out of claims by consultant’s employees.

**ARTICLE 10 – INSURANCE**

**General Services**

Unless otherwise stated in the specifications, the contractor shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the materials, equipment or supplies provided to the City. The insurer(s) must be licensed for business in the State of Missouri and maintain an A.M. Best rating of no less than A: VII; or an insurer approved by the City. Each policy requires a minimum cancellation notification of at least 30 days’ advance written notice to the City.

Contractor must demonstrate the following insurance coverage in accordance with the estimated value limits (formal vs. informal). The bid document will specify whether a solicitation is “formal” or “informal”.

**Purchases less than \$100,000**

- (1) General Liability Insurance, with a \$500,000 combined single limit.

**Purchases \$100,000 and over**

- (1) General liability insurance, with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate.
- (2) Automobile liability Insurance for any owned, hired and non-owned vehicles, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident; OR \$1,000,000 combined single limits, including bodily injury and property damage.

The above limits are the minimum acceptable and do not infer or place a limit on the liability of the supplier. The City is to be named as an additional insured as the City's interest may appear in regards to the materials, equipment or supplies provided the City. The supplier's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the supplier.

**Workers Compensation**

The City shall not obtain worker's compensation insurance on behalf of the contractor or the employees of the contractor. The contractor shall comply with the worker's compensation law concerning its business and its employees.

**ARTICLE 11 – SHIPPING, TITLE AND RISK OF LOSS**

All sales and deliveries are F.O.B. City.

**ARTICLE 12 – DELAY IN PERFORMANCE**

Neither City nor consultant shall be considered in default of this contract for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this contract, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restrains; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or consultant under this contract. If such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this contract.

**ARTICLE 13 – TERMINATION**

City may terminate or suspend performance of this contract for City's convenience upon written notice to consultant. Consultant shall terminate or suspend performance of the services on a schedule acceptable to City. If termination or suspension is for City's convenience, City shall pay consultant for all the services performed till the date of the termination by the City or suspension expenses. If contract is restarted, an equitable adjustment shall be made to consultant's compensation.



This contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this contract. The nonperforming party shall have 15 calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. In the event that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to consultant.

#### **ARTICLE 14– WAIVER**

A waiver by either City or consultant of any breach of this contract shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

#### **ARTICLE 15 – SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this contract or the occurrence of any event rendering any portion or provision of this contract void shall in no way affect the validity or enforceability of any other portion or provision of this contract. Any void provision shall be deemed severed from this contract, and the balance of this contract shall be construed and enforced as if this contract did not contain the particular portion or provision held to be void. The parties further agree to amend this contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this article shall not prevent this entire contract from being void if a provision which is of the essence of this contract be determined void.

#### **ARTICLE 16 – SUCCESSORS AND ASSIGNS**

City and consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the contract and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this contract.

#### **ARTICLE 17 – ASSIGNMENT**

Neither City nor consultant shall assign any rights or duties under this contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this contract.

#### **ARTICLE 18– THIRD PARTY RIGHTS**

Nothing in this contract shall be construed to give any rights or benefits to anyone other than City and consultant.

#### **ARTICLE 19– INDEPENDENT CONSULTANTS**

Each party shall perform its activities and duties hereunder only as an independent consultant. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this contract shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This contract shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

**ARTICLE 20– AUDIT**

Consultant agrees that the City, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under this contract have access to and the right to examine and copy any pertinent books, documents, papers, records, or electronic records of the consultant involving transactions related to this contract.

**ARTICLE 21 – EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract or purchase order, the consultant agrees as follows: The consultant will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

The consultant will send to each labor union or representative of workers with which consultant has a collective bargaining agreement or other contract or understanding, a notice to be provided by a contract compliance officer advising the said labor union or workers' representatives of the consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the consultant's noncompliance with the non-discrimination clauses of this contract or purchase order with any of the said rules, regulations, or orders, this contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the organization may be declared ineligible for any further government contracts or purchase order or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The consultant will include the entire text of this Equal Employment Opportunity section and its subsections in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-consultant or vendor. The consultant will take such action with respect to any sub-consultant or purchase order as the City may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event a consultant becomes involved in, or is threatened with litigation with a sub-consultant or vendor as a result of such direction by the City, the consultant may request the United States to enter into such litigation to protect the interest of the United States.

**ARTICLE 22 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT**

Contractors working on behalf of the City of Independence are to abide by Missouri Revised Statute 34.600, otherwise known as the Anti-Discrimination against Israel Act.

**ARTICLE 23 – GOVERNING LAW**

This contract shall be governed by the laws of the State of Missouri. The City and the consultant agree that the performance of this contract will be deemed to have occurred in the State of Missouri and that consultant’s performance under this contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the consultant submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

**ARTICLE 24 – COMMUNICATIONS**

Any communication required by this contract to the consultant shall be made in writing to the authorized representative named on the completed front page or response page of the solicitation. Any communication required by this contract with the City shall be to:

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Nothing contained in this article shall be construed to restrict the transmission of routine communications between representatives of consultant and City.

**ARTICLE 25 – SEPARATE CONTRACTS**

City and consultant each reserve the right to, from time to time, enter into other contracts for specific projects. If such contracts are separately approved in writing by the parties, the terms and conditions of those contracts shall prevail for the specific projects set forth therein.

**ARTICLE 26 – ENTIRE CONTRACT**

This contract represents the entire agreement between the City and consultant. All previous or contemporaneous agreements, representations, promises and conditions relating the consultant’s services described herein are superseded. The RFP including the terms and conditions, the consultant’s response and written proposal, and purchase order (where applicable) shall constitute the entire contract. If these General Terms & Conditions be in conflict with any attached Special Conditions, the Special Conditions will supersede the General Terms & Conditions. In case of a discrepancy, the purchase order shall take precedence over the RFP and the RFP shall take precedence over the consultant’s response and written proposal.

**ARTICLE 27 – SURVIVAL OF TERMS**

The following provisions shall survive the expiration or termination of this contract for any reason: if any payment obligations exist, Article 4 – Compensation; Article 5 – Permits and Licenses; Article 9 – Liability and Indemnification; Article 14 – Waiver; Article 15 – Severability; Article 17 – Assignment; Article 19 – Independent Consultants; Article 22 – Governing Law; Article 26 – Entire Contract; and this Article 27 – Survival of Terms.

IN WITNESS WHEREOF, City and consultant, by and through their authorized officers, have made and executed this contract.

**City**

By \_\_\_\_\_

Date \_\_\_\_\_

**Consultant**

By  \_\_\_\_\_

Title President & CEO

Date September 20, 2021

RFP:

AFFIDAVIT

STATE OF Missouri )  
COUNTY OF Jackson ) SS.

Christina Leakey of the City of Independence  
Jackson, County of Jackson, State of Missouri,

being duly sworn on her or his oath, deposes and says:

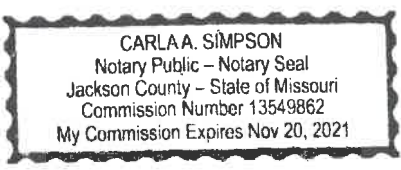
1. That I am the President & CEO (Title of Affiant) of Truman Heritage Habitat for Humanity (Name of Proposer) and have been authorized by said proposer to make this affidavit on the proposer's behalf;
2. No Councilmember, City Manager, Director of Finance and Administration, City Procurement Manager, or any City employee is financially interested in what the proposer is offering to sell to the City pursuant to this RFP, nor is the proposer a City employee or board member whose proposal creates a conflict of interest. A conflict of interest would arise if any person named in this section is in a position to affect either the decision to solicit proposals or the selection of the successful proposer;
3. Proposer has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this RFP; and
4. Proposer is responsible for submitting with his or her proposal a record of any discussion with a Councilmember, City Manager, Director of Finance and Administration, City Procurement Manager, or any other City employee regarding this RFP; and
5. The authorized signer of this document certifies that the organization and each of its principals are not suspended or debarred by the City of Independence, State of Missouri or Federal government.

Truman Heritage Habitat for Humanity (Name of Proposer)  
By: [Signature] (Signature of Affiant)  
President & CEO (Title of Affiant)

Subscribed and sworn to before me this 20 day of September, 2021.

(SEAL) [Signature]  
NOTARY PUBLIC in and for the County of Jackson  
State of Missouri

My commission expires:



## Exhibit B

### Home Repair Policy

Policy Adopted January 26, 2013, Amended November 19, 2014, Amended February 15<sup>th</sup>, 2017, Amended January 30, 2018

1. Home Repair projects supplement existing THHFH new construction and rehab projects, thereby enabling THHFH to better undertake Neighborhood Revitalization Initiative (NRI) by providing a fuller range of housing products for a community or focus neighborhood. All existing policies adopted by THHFH cover Home Repair project activities, unless specifically amended per this policy.

#### 2. Eligible Home Repair Services

THHFH Home Repair services include:

1. Home Preservation- minor exterior home repairs
  - Exterior Painting
  - Tree Removal, Landscaping, Brush and Debris Clean-Up
  - Building/Repairing Ramps
  - Building/Repairing Sheds
  - Repairing Porches
  - Minor Roof Repair
  - Roof Replacement (contracted)
  - Minor Exterior Building Shell Repair
  
2. Weatherization- measures to improve the energy efficiency and indoor air quality
  - Repair/ Replace Furnace
  - Repair/ Replace Air Conditioner
  - Replace Water Heater
  - Insulation, Air Sealing
  
3. Critical Home Repairs- work performed to address safety issues or code violations

The Construction Director shall approve a detailed Home Repair scope of work for each home consistent with the above list of approved services. The Construction Director will determine if work is cost effective, safe and feasible for THHFH to undertake. This determination will be the basis for the Home Repair scope of work for specific homes consistent with the list above.

The Construction Director will be responsible for assuring all federal, state and municipal laws and regulations are adhered to in the performance of Home Repair work, including lead paint and asbestos abatement.

Based on funding source requirements for minor home repair programs and/or based on requests from cities regarding desired minor home repair services, the President & CEO may make minor changes or additions to the list of eligible Home Repair services consistent with HFHI guidance and the general policy of not making repairs or painting on the inside of the home.

### **3. Eligible Homes to Receive Home Repair Services**

THHFH Home Repair services may be provided for income eligible, owner-occupied households. There is no limitation associated with the age of the home.

THHFH Home Repair services will not be provided for:

- Mobile Homes

### **4. Income Eligibility**

Home Repair services will apply only to owner-occupied homes where annual household income does not exceed 60% area median income as set for Jackson County, Missouri by HUD. An exception allowing up to 80% average median income (AMI) may be made in certain cases where there is no other option for a successful Home Repair program, such as where Home Repair services are provided under a CDBG grant and no other adequate financial resources are available. The President & CEO is authorized to use judgment on whether to apply an 80% AMI upper limit in order to have a successful Home Repair program rather than the preferred 60% limit, consistent with HFHI guidelines.

### **5. Site Selection**

The existing "Site Selection and Acquisition" policy does not apply to home repair projects. Home Repair projects will have site selection criteria specific for each project evaluated by the Construction Director and approved by the President & CEO consistent with other THHFH policies. A site selection evaluation form specific to each Home Repair project will be completed by the Construction Director for each eligible household.

### **6. Family Selection Guidelines**

Truman Heritage Habitat for Humanity (THHFH) selects partner families without discrimination on the basis of race, sex, color, age, handicap, religion, national origin, marital status, sexual orientation, familial status or because all or part of the family's income is derived from any public assistance program that will produce income for the long term.

The family must be currently living in less than standard, adequate housing. The criterion is met if any of the following are true of the family's current housing:

- a. Has deficiencies on the home exterior that cannot be repaired by the head of household, family and friends
- b. Has uncorrectable barriers to access by disabled/physically challenged family members
- c. Has significant landscaping service needs as determined by the Construction Program Manager

- d. Requires a shed to meet necessary storage needs as determined by the Construction Program Manager

In order to receive Home Repair services, a family must be selected through the THHFH family selection process as outlined in the existing new construction family selection process, using the criteria outlined in this policy.

## 7. Family Selection Criteria

Family selection criteria will be based on the need of the family, ability to pay and willingness to partner.

- a. Need. The need for eligible minor home repairs as defined in this policy will be determined by the Construction Director. A form for use by the Construction Director will be developed for each individual City or geographic area where Home Repair services are performed. The form will be reviewed by the Construction Committee prior to use. Household annual income will also be a criterion for need. Household income must not exceed the maximum allowable limits defined in the "Income Eligibility" section of this policy.
- b. Ability to Pay. To qualify under this criterion, the family must present evidence of sustained income that will enable repayment. There will be no discrimination against families being assisted financially by the government for disabilities or on pensions (i.e. SSI or Worker's Compensation, if it is long term). A credit check will be performed and credit references may be contacted. At least one homeowner credit bureau check will be required for each Home Repair project.  
An exception to the requirement is a program where the funding source has guidelines not requiring repayment by the homeowner.

### (2) Debt to Income Ratio

This criterion is met if the total family's total debt payment does not prohibit them from paying for childcare, food, clothing, transportation, education, insurance, health care, house maintenance and other items critical to basic living. Debt payments each month should not exceed 36% of the family's gross monthly income

### (3) Monthly Payment Consistency

This criterion is met if the family has demonstrated ability to make regular payments for rent, utilities and other obligations, or the family can demonstrate an intention to pay debts revealed by a credit card report by providing a documented plan approved by each creditor to repay such debts.

### (4) Bankruptcy, Liens, Judgments, Debt Ceilings

This criterion is met if all of the following apply to the family:



- The family is not involved in bankruptcy proceedings in the previous twelve months,
  - The family has no liens or judgments against them that cannot be cleared prior to Home Repair project start date; and
  - The family has had no foreclosures in the last twelve months
- c. Willingness to Partner. This criterion is met if the family demonstrates willingness to partner and ability to complete the sweat equity commitment. The family must demonstrate the ability to own and maintain a home. The following are factors to be used in determining whether families are willing to partner with THFH:
- The family completed the application and provided supporting documentation in a timely manner.
  - The family engaged in personal interviews, including a home visit.
  - The family signed necessary releases of information to certify their ability to pay.
  - The family signed the Applicant Agreement, including agreed on sweat equity hours.

The “Sweat Equity Requirement-350 Hours” policy does not apply to NRI designated projects. In its place, the following sweat equity requirements will be followed for NRI designated projects:

- Sweat equity is a core tenet of Habitat. For Home Repair projects, the minimum amount of sweat equity is 10 hours, of which ALL hours must be accomplished prior to the completion of the service for the home. The President & CEO may require more sweat equity hours for Home Repair projects that involve significant home repairs and/ or the homeowner is not paying back.
- Each partner family will meet with its advocate(s) and make a detailed plan for accomplishing sweat equity hours. Homeowners may have one helper or, if the homeowner is unable, up to two helpers per hour as agreed to with the Volunteer Coordinator. Homeowners will be responsible for the completion of timecards documenting sweat equity hours. Homeowners will not receive credit for undocumented sweat equity hours.
- The Family Services Committee may modify sweat equity requirements on a case-by-case situation when required by special circumstances or restriction. The Family Services Committee will follow protocols in the “Sweat Equity Requirement-350 Hours” policy for administering sweat equity requirements.
- An exception to the sweat equity requirement is a program where the funding source has guidelines not requiring repayment or sweat equity requirements of the homeowner. Any exception must be consistent with current rules of HFHI.

## 8. Volunteers

The age of all Home Repair volunteers should meet HFHI guidelines as well as federal, state and city laws and regulations pertaining to youth labor. As of the date of this policy, THHFH policy is:

- a. No one under age 16 may work on any Home Repair project. Furthermore, no one under the age of 16 is allowed on a Home Repair work site while work is going on. Such children who may wish to assist are encouraged to find other ways that they can assist the THHFH project.
- b. Youth age 16-17 may perform general construction work on the site including painting and landscaping, but may not participate in hazardous construction activities including activities considered by federal regulations to be too hazardous for children. This includes demolition, roofing, excavating, working from a height of six feet or more and the use of power tools and motor vehicles.
- c. Youth age 16-17 will be supervised by responsible adults at a ratio of not less than one adult per four youth.
- d. No youth age 16-17 can engage in activities where the youth could be exposed to asbestos or lead paint hazards.
- e. Any volunteer who is at least 18 years of age may do any of the tasks assigned by the crew leader or site supervisor on the construction site under the general direction of the crew leader or site supervisor.
- f. The construction site leader may take action to remove from the site any youth, or other person, who through inattention or other inappropriate behavior, endangers the safety or hinders the progress of himself/herself or others on the site.

Unless otherwise amended by this policy, construction rules and safety rules included in the THHFH approved Construction Site Safety Policy will be applicable to Home Repair projects.

The Construction Director, in consultation with the President & CEO, shall be responsible for setting and maintaining up-to-date rules for volunteers, including youth, conducting specific types of Home Repair work.

## 9. Cost Model

THHFH will provide a zero interest loan to the homeowner to recover all costs of the Home Repair project. A down payment of \$50 will be required on all Home Repair Projects before the construction work begins unless payment for the project is not required.

The President & CEO may allow a prepayment discount of 25 percent for homeowners who pay the full cost up front.

#### **10. Miscellaneous Home Repair Policies**

- a. In keeping with HFHI directives, THHFH will not undertake, enter into or acquire a project which is intended to be owned or operated by THHFH as a rental housing project for which no opportunity for homeownership will be offered to the tenant or a Low Income Housing Tax Credit (LIHTC) project.  
THHFH may provide Home Repair project services by partnering with or otherwise supporting the work of appropriate public or nonprofit organizations which provide quality affordable rental with THHFH Board approval consistent with HFHI policy.
- b. When a residence is served through Home Repair project, the same residence may not receive additional Home Repair services for a period of five (5) years. THHFH President & CEO may waive this restriction in special circumstances. Any such waiver shall be justified in writing, maintained in the file, and presented to the Board of Directors.
- c. To participate in Home Repair service, the homeowner must sign an Agreement with THHFH which documents all the information required to determine family selection criteria, sets sweat equity requirements and includes a statement that the homeowner does not intend to sell or move from the home in the next five years. An exception to the requirement is a program where the funding source has guidelines not requiring repayment by the homeowner.
- d. For Home Repair services which require homeowner repayment, the President & CEO will include in the Homeowner Agreement a repayment schedule at zero percent interest appropriate for the cost of the project. The amount of the repayment cannot be less than 50% of the actual cost of the project, and will be based on household income, type of project and actual cost.
- e. The amount to be repaid by the homeowner may be financed through a recorded deed of trust in cases where the repayment amount exceeds \$5,000. Where repayment is less or equal to \$5,000, only a Promissory Note is required. All repayments may be financed for a period up to seven years as agreed upon by the homeowner and President & CEO.

In accordance with this Board Approved Home Repair Policy, the following administrative procedure is approved by the THHFH President & CEO to assure consistency and fairness in implementing the policy effective December 6<sup>th</sup>, 2013.

1. All costs associated with the repair project will be subject to repayment. This includes insurance, THHFH staff time, materials, gift in kind, and contracted work.

In accordance with this Board Approved Home Repair Policy, the following administrative procedure is approved by the THHFH President & CEO to assure consistency and fairness in implementing the policy effective January 31, 2018.

2. For eligible households with an annual income at 60%-80% of HUD AMI, repayment of Home Repair Projects will be 100% of the total amount.

3. For eligible households with an annual income at 25%-59.99% of HUD AMI, repayment of Home Repair Projects will be 75% of the total amount.

4. For eligible households with an annual income under 25% of HUD AMI, repayment of Home Repair Projects will be 50% of the total amount.