

**TOWN OF APEX
APEX CARES – HOUSING REHABILITATION PROGRAM GUIDELINES**

I. OVERVIEW OF PROGRAM

a. Purpose of the Program

The purpose of the Apex Cares - Housing Rehabilitation Program (“Program”) is to assist eligible resident homeowners of single-family, detached dwellings; condominiums; and townhomes with needed repairs to preserve safe and sanitary housing, correct hazardous structural conditions, help residents age in place, and improve accessibility for persons with disabilities. This program will also help preserve naturally-occurring affordable housing in Apex. Through the Program, assistance to complete eligible housing repairs will be given to eligible, low-income, owner-occupied homeowners of single-family homes, condominiums, and townhomes within Town of Apex corporate limits. The Program’s eligibility criteria are further outlined under Section II of these Housing Rehabilitation Program Guidelines (“Guidelines”).

b. Source of Funds and Relationship with Non-Profit Agencies

Funding for Program is provided through the Town of Apex Affordable Housing Fund. Apex will contract with non-profit agencies (“Agencies”) to provide administrative services and to organize, oversee, and ensure performance of housing repair activities contemplated by these Guidelines. Apex shall market the Program, develop Program guidelines, and process funds to the Agencies. Apex shall not serve as a general contractor or otherwise oversee any housing repair activities provided through the Program.

c. Amount of Assistance Available

Funding per eligible household shall be based on household need, level of home repair need, and overall funding availability, but ~~in no case~~ shall not exceed \$~~4520~~,000 per household within a 5-year period, unless a formal exception is provided by the Town of Apex.

Exceptions shall be considered on a case-by-case basis according to the following process:

- i. Agency shall provide project information, cost estimates, and photos to Town housing staff to review recommendation of exception of funds for the project.
- ii. Housing staff shall review request and send recommendation to Assistant Town Manager or their designee.
- iii. Assistant Town Manager or their designee shall provide final decision to approve or deny the exception.

II. PROGRAM SERVICES PROVIDED BY AGENCIES

- a. Agencies participating in Program shall provide the following services in compliance with Guidelines:

- i. Screen applicants and properties for eligibility pursuant to the requirements set out in these Guidelines; including but not limited to:
 - 1. Verify identity, ownership, and occupancy of property by applicant; and
 - 2. Review restrictive covenants for subject property to determine if Homeowner Association or Condominium Owner Association approval is required.
- ii. Enter into contracts with each applicant who will receive Program Funding;
- iii. Perform all duties required as General Contractor on program repair projects including, but not limited to, procurement of labor and materials for project;
- ~~iii~~-iv. Find licensed subcontractors to perform work, when applicable;
- ~~iv~~-v. Require applicants and ~~contractors~~subcontractors working on their behalf to submit documentation as work progresses;
- ~~v~~-vi. Confirm improvements have been made in accordance with the contract with applicant and in compliance with applicable laws or regulations;
- ~~vi~~-vii. Collect and have the ability to provide all documentation set out in these Guidelines;
- ~~vii~~-viii. Comply with all other requirements set out in these Guidelines; ~~and,~~
- ~~viii~~-ix. Prepare and submit ~~semiannual~~quarterly reports to the Town regarding progress, including: applications received, homeowners assisted, requests denied or delayed, funds expended, and successes and issues of concern; ~~and,~~
- x. Provide customer service to applicants before and after repairs are completed.

III. APPLICANT ELIGIBILITY REQUIREMENTS

- a. Income Eligibility Standards Based on Total Persons in Household

Agencies shall ensure that participation in Program is limited to applicants whose annual household income does not exceed 65 percent of the area median income, adjusted for household size and reported for the Raleigh Metropolitan Statistical Area, as determined for each fiscal year by the Department of Housing and Urban Development. Agencies shall require applicants to submit documentation necessary to determine applicant eligibility.
- b. Property Ownership

To be eligible to receive assistance through Program, applicant(s) shall be the current owner(s) of the property to be rehabilitated (“Property”), live on the Property as their principal place of residence and have owned and lived on the property for a minimum of three years. Property owner(s) are any person(s) or legal entity that holds title to the Property. In instances of multiple ownership, the signature of each owner is required on all appropriate documents. Agencies shall verify Property ownership and require all current owners to give written consent to all work proposed to be done on the Property prior to contracting for or initiating such work.
- c. Required Documentation

Applicants shall submit an Apex Cares Housing Rehabilitation Program Inquiry Form to Agencies. Agencies shall require applicant(s) to submit the documents necessary to determine eligibility, which may include:

- i. Copy of Federal Income Tax forms for the previous year (2 years if applicant is self-employed);
- ~~ii. Copy of the instrument by which the applicant(s) obtained title to the property and any uncancelled Deeds of Trust;~~
- ~~iii. Proof of residency for three years prior to the date of application;~~
- ~~iv.~~ ~~ii.~~ Copy of recent payroll check stubs, Social Security checks, Social Security SSI checks, AFDC checks or pension and retirement checks, bank statement (six months), or other appropriate and acceptable income and asset verifications;
- ~~v.~~ ~~iii.~~ Copy of any insurance policies covering the property;
- ~~vi.~~ ~~iv.~~ Proof of mortgage and utility payments;
- ~~vii. Copy of identification with photograph, such as, but not limited to driver's license, passport, etc.; and,~~
- ~~viii. Copy of covenants for any homeowner or condominium association, if applicable.~~

Formatted: Space After: 0 pt

d. Re-Application Period

In order to give as many persons the opportunity to participate in the Program as possible, applicants may apply for a maximum of \$~~1520~~,000 through the Program in any 5-year period. Applicants may apply for funding multiple times within a 5-year period; however, no applicant(s) who has received \$~~1520~~,000 in assistance within a 5-year period may receive additional funding, unless no other applicants are awaiting assistance under the Program, or unless a formal exception has been granted by the Town of Apex according to the procedure outlined in Section I.C. of these guidelines.

IV. PROPERTY ELIGIBILITY REQUIREMENTS

a. Areas Eligible Under Program

Properties that are rehabilitated as part of Program must be zoned and used for residential purposes and located within the corporate limits of the Town of Apex.

b. Minimum Property Rehabilitation Standards

All work performed shall meet all applicable standards contained in Town ordinances, local building and safety codes, and the State Building Code, as well as any other applicable federal, state, or local laws or regulations.

c. Eligible Structures

Only owner-occupied, single-family detached dwellings, condominiums, or townhomes are eligible for rehabilitation through Program.

d. Rehabilitation Needs which Warrant Priority Repair

Applicants in need of the following health and safety items shall be given priority, in the order listed below, when Agencies select recipients of Program funds:

- i. Roof
- ii. Foundation;
- iii. Electrical wiring;

- iv. Plumbing;
- v. Heating/Cooling System;
- vi. The elimination of specific conditions detrimental to public health and safety, which have been identified by the Town.

e. Eligible Improvements and Repairs

Improvements and repairs that may be eligible through the Program are:

- i. Correction of code violations;
- ii. Correction of current or emerging violations of the applicable Building Code;
- iii. Testing and treatment/removal of lead-based paint/asbestos hazards;
- iv. Removal of barriers to persons with disabilities;
- v. Repair/replace roofing;
- vi. Repair/replace HVAC systems;
- vii. Repair/replace plumbing/sewer pipes/fixtures;
- viii. Repair/replace screens;
- ix. Install new smoke alarms;
- x. Install new insulation;
- xi. Repair/replace kitchen and bath flooring;
- xii. Repair/replace ~~water heaters;refrigerator;~~
- ~~xiii.~~ Repair/replace range;
- ~~xiv.~~ Repair/replace water heaters;
- ~~xiii-xv.~~ Repair/replace bath fixtures;
- ~~xvi.~~ Repair/replace washer/dryer;
- ~~xiv-xvii.~~ Repair/replace countertops;
- ~~xv-xviii.~~ Repair/replace electrical system;
- ~~xvi-xix.~~ Installation of ground-fault circuit interrupters;
- ~~xvii-xx.~~ Repair/replace windows;
- ~~xviii-xxi.~~ Repair/replace plaster, siding and stucco;
- ~~xix-xxii.~~ Painting (inside and outside);
- ~~xx-xxiii.~~ Install new deadbolt locks;
- ~~xxi-xxiv.~~ Interior accessibility improvements for persons with disabilities;
- ~~xxii-xxv.~~ Repairs or improvements to allow residents to age in place, such as, but not limited to: installation of grab bars in hallways and showers, stair lifts, and walk-in tubs;
- ~~xxiii-xxvi.~~ Repair/replace carpet;
- ~~xxiv-xxvii.~~ Structural repairs/modifications (only to correct existing structural code deficiencies or to provide accessibility to persons with disabilities);
- ~~xxv-xxviii.~~ Entry repairs;
- ~~xxvi-xxix.~~ Cost effective energy conservation measures, including solar heating, cooling, and water systems permanently affixed to dwelling;
- ~~xxvii-xxx.~~ Any items determined eligible by the Town; and
- ~~xxviii-xxxi.~~ The elimination of specific conditions detrimental to public health and safety, which have been identified by the Town.

f. Ineligible Improvements and Repairs

The following repairs and improvements **are not** eligible for funding through the Program:

- i. All improvements covered by a homeowners' association or condominium-owners' association.
- ii. New construction;
- iii. Reimbursement for an owner's personal labor;
- iv. Appliances (except ~~built-in stove, cook top, or garbage disposal~~); items listed in Section IV.e.);
- v. Purchase, installation, or repair of furniture;
- vi. Demolition that does not improve the existing structure;
- vii. Repairs that are interim in nature;
- viii. Wrought iron security devices;
- ix. Recreational equipment, facilities, or repairs;
- x. Kennels;
- xi. Bath houses, swimming pools, saunas, hot tubs, or Jacuzzis;
- xii. Photomurals, stands, television antennas, valances, or cornice boards;
- xiii. Burglar alarms or security systems;
- xiv. Greenhouses;
- xv. Drapes;
- xvi. Barbecue pits;
- xvii. Repair/replace fencing; ~~and~~
- ~~xviii. Luxury Items.~~

~~g-xviii. Other Improvements, and Repairs~~

- xix. Repair or replacement of functioning systems and structures that are not critical to health, safety or the efficient use of the home.

g. Appeals of denials of eligibility

If a proposed improvement or repair is denied by the Agency because it is not present on the above lists, or because it is listed as an ineligible improvement or repair, but the Applicant believes it would accomplish the goals of Program, Agencies~~the Applicant~~ may seek an eligibility determination from the Town. ~~The Town, upon receiving~~In seeking such a eligibility determination, the Applicant shall contact the Town's housing staff directly to request and the appeal of their eligibility denial by the Agency.

Town housing staff shall review the request to determine participant eligibility as well as eligibility of the proposed improvement or repair and make a recommendation to the Assistant Town Manager for approval or denial of the appeal based on whether, in the housing staff's opinion, the proposed improvement or repair would accomplish the Town's goals of the Program.

The Assistant Town Manager shall review the decision of the Agency and housing staff's recommendation. The Assistant Town Manager, at ~~its~~their sole discretion, shall determine whether the requested improvement or repair will be eligible to receive Program funds. ~~Any appeals to the Town's determination of eligibility will be considered in a public hearing by~~

Formatted: Don't keep with next

Formatted: No underline

Formatted: Space After: 8 pt

~~the Town of Apex Board of Adjustment~~The decision of the Assistant Town Manager shall be final.

The Agency shall notify the Town of any denials of eligibility, including the grounds for each denial, in the quarterly reports.

V. PROGRAM FUNDS

a. Contracts

Each Agency shall enter into a contract with the Town before administering Program services. The contract will specify a maximum amount of funding to be disbursed to the Agency to provide Program services.

b. Disbursements

A disbursement equal to 33.3% of the maximum contract amount shall be disbursed to an Agency within thirty (30) days of Town of execution of the contract. A second disbursement of an additional 33.3% shall be made to an Agency upon certification made by the Agency that 90% of the previously disbursed funds have been expended on eligible projects. A final disbursement of the remaining 33.3% shall be made to an Agency upon certifications made by the Agency that 90% of previously disbursed funds have been expended on eligible projects.

c. Accounts

Agencies shall cause disbursed funds to be held in interest-bearing accounts at financial institutions insured by an agency of the federal government.

d. Income

Interest accrued by Program funds shall be credited to the account that creates it. Any such interest shall be used solely for the administration of the account itself or be included in Program funds for expenditure on eligible projects.

e. Unspent Funds

Any funds that remain unspent by an Agency at the end of a contract term shall:

- i. be retained by the Agency and included in the Program funds available to Agency for the next Program year, if Town and Agency enter into a new contract for another Program year, or
- ii. be returned to the Town of Apex by the Agency

f. Accounting

- i. Agencies shall utilize an accounting system that complies with current generally accepted accounting principles and:
 1. Provides effective internal control over and accountability for all Program funds disbursed to Agency;

2. Ensures that accounting records are supported by source documentation (e.g., invoice, receipts or contracts); and
3. Accounts Program funds received by Agency separately from funds received from all other sources.

VI. OVERSIGHT

a. Record Retention

Agencies must maintain all records pertinent to their participation in Program, including all accounting records and records pertinent to each Property that receives Program funds, for five years from the termination date of the Agency's contract with Town of Apex or upon the completion date of any project undertaken under that contract, whichever is later. All records must be sufficient to determine compliance with the requirements and objectives of the Program.

b. Required Project Documentation

In addition to accounting documentation, Agencies shall collect and maintain, at a minimum, the following documentation related to each project undertaken with Program funds:

- i. Original application submitted by applicant;
- ii. Documentation used to determine applicant and household eligibility, including but not limited to:
 1. Proof of home ownership submitted by Applicant;
 2. Proof of current taxes, mortgage, and utility payments to the Town of Apex submitted by applicant; and
 3. Proof of income eligibility.
- iii. Original agreement between applicant and Agency;
- iv. Scope of work / work write up for the project;
- v. Documentation showing compliance with of all regulatory requirements applicable to a specific project, including but not limited to:
 1. Proof of inspections; and
 2. Evidence of adherence to lead-based paint regulations.

c. Production and Survival

Agencies shall, at any time within the five-year retention period described above, be able to produce any and all documentation detailed above upon request of the Town of Apex. This obligation shall extend beyond the termination date of any contract between the Agency and the Town of Apex.

d. Audits

During the contract term, the Town of Apex shall be permitted to conduct on-site audits of Agencies upon reasonable notice. The Town intends to conduct such audits on an annual basis, but may conduct an audit at any time upon the giving of reasonable notice.

VII. OTHER PROGRAM REQUIREMENTS

a. Bonus, Commission, or Fee

Applicants shall not be permitted to pay any bonus, commission, or fee for the purposes of obtaining approval related to Program, and Agencies, their employees, subcontractors, or other agents shall not accept any such bonus, commission, or fee should it be offered.

b. Conflict of Interest

No Program funding will be provided to any member of the governing body or employee of the Town of Apex who is involved in making or administering the Program or this Agreement. No member of Agencies shall have any interest, direct or indirect, in Program funding or in any contract entered into by an applicant for the performance of work, financed, in whole or in part, with Program funds.

c. Disclosure of Information

The Town of Apex is a public agency and information or records submitted, whether to the Town or to Agencies, by applicants are public records and subject to disclosure under Section § 132-6 of the North Carolina Public Records Law unless such information or records is protected from disclosure.