

2024 Community Development Block Grant (CDBG) HOUSING REHABILITATION PLAN – CITY OF SALINA

SECTION 1: OVERVIEW

1.1 The United States Department of Housing & Urban Development (HUD) allocates funds to be used by the Kansas Department of Commerce to award Community Development Block Grants (CDBG) to local governments for various uses. The City of Salina has been awarded \$300,000 in CDBG funds for the purpose of helping rehabilitate residential homes from **April 30, 2025, through April 29, 2027**. The maximum amount for federal grant dollars allowed for rehabilitation under this award is \$25,000 per unit.

1.2 This document sets forth requirements specific to the CDBG grant as part of the City of Salina’s overall Neighborhood Repair & Rehabilitation Program and serves as the controlling document if there are any contradictions. This program is designated to provide housing rehabilitation for low-to-moderate income individuals who own (or rent) a housing unit within the target area. All applicants will be screened in accordance with the eligibility criteria set forth in this document.

SECTION 2: TARGET AREA

2.1 Homes eligible for the 2024 application are within the following target area general boundaries:

To the North: State Street
To the East: Ninth Street
To the South: South Street
To the West: Broadway

SECTION 3: APPLICATION SUBMISSIONS

3.1 During open application period, applications can be submitted online at <https://www.salina-ks.gov/homerehabgrants> or in person with the City’s Community Relations Division located at 300 W. Ash St. Room 101 during normal business hours (Monday - Friday from 8:00 AM to 5:00 PM).

SECTION 4: APPLICATION ACCEPTANCE & PRIORITIZATION

4.1 Applications will be reviewed for eligibility on a first-come, first-ready basis. Applications will be received for the CDBG grant until the total number of anticipated homes have been reached or until funding is exhausted, whichever comes first. Applicants are considered “qualified” if they meet all eligibility requirements as set forth in Section 6, *and* all documentation has been accepted *and approved* by the Grant Administrator.

3.2 Participation in the program is voluntary for all parties. Once an application has been voluntarily submitted for housing rehabilitation, the applicant is obligated to abide by all the rules and regulations of the CDBG Housing Program and allow the rehabilitation work to be performed on the home in accordance with the Housing & Lead Hazard Control Plans, the CDBG Material Specifications and the CDBG Housing Quality Standards guidelines. Applicants are also agreeing to provide authorizations needed for income verifications and any other needed items.

SECTION 5: SCOPE OF WORK FOR IMPROVEMENTS

5.1 **This program is not intended to cover mere cosmetic remodeling.** The primary purpose of the City’s Neighborhood Repair & Rehabilitation Program is to improve the livability and structural integrity of homes to ensure they remain habitable and part of the residential housing market. This includes ensuring that homes are safe and compliant with all local, state and federal building codes and any other applicable regulations. Allowable housing rehabilitation activities include any repairs necessary to bring any of the systems listed in Section 4.2 into

compliance with the Housing Quality Standards (Attachment A-1). Housing units considered for rehabilitation must meet the definitions of a *substandard unit* and must be *suitable for rehabilitation*.

5.2 “Substandard” shall be defined as a housing unit that does not adequately meet all Housing Quality Standards (HQS) criteria set for the following systems:

- Building Exterior - foundation, roof, gutters, doors, windows, siding, and insulation
- Heating System
- Plumbing System
- Electrical System & Appliances
- Building Interior - ceilings, walls, floors, doors, ventilation, smoke detectors

5.3 “Suitable for Rehabilitation” shall be defined as a substandard house which is technically and financially feasible to bring one or more of the systems into compliance with HQS given the funding limits of the program.

5.4 Emergency repairs and improvements to enhance handicap accessibility may be addressed on a case-by-case basis at the discretion of the City following the CDBG guidelines. Emergency repairs must be verified by the City’s Housing Inspector and must pose an immediate threat to the home’s occupant(s) or structural integrity. The emergency repairs must be made to the City’s code standards.

SECTION 6: ELIGIBILITY REQUIREMENTS

- 6.1** Property must be located within the targeted area as set forth in Section 2.
- 6.2** Properties must not be larger than a four-plex living unit due to the grant funding limitations.
- 6.3** Mobile homes are not eligible for rehabilitation grants. Only real property will be considered.
- 6.4** Property must *not* be purchased under a contract for deed. Contracts for deeds are ineligible.
- 6.5** Property must appear upon initial review by the Housing Inspector to require repairs under the maximum allowed by the grant dollars *except* as allowed by the self-help procedures set forth in Sections 8.1 & 10.1 and 10.2.
- 6.6** Homes must not be in the floodplain.
- 6.7** All property taxes, utilities and mortgage payments must be current for the property. Applications will not be accepted for consideration until all delinquencies are resolved.
- 6.8** Property owners must have property insurance before approval.
- 6.9** The property must not have any open insurance claims, or contractor agreements for work on the home initiated prior to grant acceptance.
- 6.10** Prior to being determined eligible for the program, homeowners *may* be required to apply for additional grant programs outside of the City of Salina’s Neighborhood Repair & Rehabilitation Program to address some of the identified required repairs to maximize effectiveness of all grant funding.
- 6.11** Properties held in *life estates* are ineligible for the program.
- 6.12** Properties held in *living trusts* will be treated like rental property. Income eligibility will be determined by the income of the person(s) residing at the property. The holder of the deed will be treated as a landlord/owner and will be required to comply with all the requirements of a landlord/owner.

FOR OWNER-OCCUPIED APPLICANTS:

- 6.13** The property must be the primary residence.
- 6.14** The owner-occupant(s) must not have received a CDBG Housing Rehabilitation grant within the last 7 years.
- 6.15** Total household income for those occupying the home must be at or below 80% of LMI for Saline County as set forth in the following table and in accordance with the guidelines published by HUD annually. The income for all individuals 18 years or older living in the home must be included in the total income calculation. Applicants must meet LMI qualification prior to inspection for rehabilitation is conducted.

FOR RENTALS (LANDLORD/TENANT APPLICANTS):

- 6.16** For all rental units, the owner/landlord must commit to signing a Rent-Freeze Agreement (Attachment A-2) for a three-year period and agree to lease to a tenant that meets the income qualifications for that term.
- 6.17** For single-family rental units, the renter must be below the income limits. The rental unit must be occupied when the application is submitted, and any future occupants must meet the income qualifications for the duration of the required Rent-Freeze Agreement.
- 6.18** For multi-family rental units, 50% or more of the units must be occupied by individuals meeting the income qualifications, and this must be maintained throughout the duration of the Rent-Freeze Agreement. Income will need to be verified for all individuals.
- 6.19** Property owners may only submit up to 3 rental units within the first six months of the application opening period to allow an opportunity for others to apply for the funding opportunity. After the lapse of 6 months, additional applications will be considered subject to funding availability.
- 6.20** For rental units, the owner/landlord must be willing to contribute a percentage of the rehabilitation costs – 15% if the owner/landlord falls below the income limits; or 25% if the owner/landlord exceeds the income qualifications. If the property title is held in trust or by a registered business entity, it will be treated as a rental. The landlord will need to provide the 25% match and will be presumed ineligible from the LMI discounted rate. The holder of the deed will be required to sign all grant documents and will be regarded as a landlord for the purpose of this grant and held to the same requirements as a landlord. *Any match required will need to be provided before any rehabilitation work begins.*

2024 - MAXIMUM INCOME ALLOWED TO QUALIFY

Saline County Kansas	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
80% Avg. Median Income	\$47,750	\$54,550	\$61,350	\$68,150	\$73,650	\$79,100	\$84,550	\$90,00

Note: The City will use the most current income requirements as established by HUD for LMI.

SECTION 7: VERIFICATION OF INCOME ELIGIBILITY

7.1 Income information will be treated as confidential except when it is required by court order or other authorized legal authority to be released.

7.2 Low-to-moderate income (LMI) qualifications must be established *prior to* the initial home inspection being conducted. Re-verification of income eligibility will be required if a new income tax return is filed prior to this inspection.

7.3 Adjusted gross income from the latest year IRS 1040 will be used for income verification. The *most recent* income tax returns will need to be provided for anyone in the household over 18 years of age or older who does not attend school full-time. The most recent tax return must be used - NO EXCEPTIONS.

SECTION 8: LIMITATIONS & INELIGIBLE ACTIVITIES

8.1 Self Help Limitation: The City does not allow property owners or applicants to perform self-help repairs as part of the project. If the Housing Inspector determines a home cannot be rehabilitated within the CDBG grant monetary limits, *or* all bids on a home project exceed the maximum and the City determines the scope of work cannot be adjusted to fall within the monetary limits, the project shall be subject to the “walk-away” policy set forth in Section 10.1.

8.2 Ineligible Activities: Work that is only cosmetic without contributing to the overall purpose of the program to maintain the structural integrity of the home, to bring systems to HQS or to meet local building codes shall be deemed to be an ineligible use of CDBG funds.

SECTION 9: TERMS & CONDITIONS OF PROGRAM ACCEPTANCE

- 9.1 Households that qualify for acceptance into the program will be awarded funds in the form of a Loan Agreement & Promissory Note for Repayment (“Promissory Note”) for the full amount of the rehabilitation costs or the maximum allowed under grant guidelines, whichever is less (Attachment A-3).
- 9.2 Homeowners will be required to enter a contractual agreement with the City that does the following:
- Establishes a **lien against the rehabilitated property for three years** as required by the terms of CDBG funding.
 - Creates an obligation that the property keeps low-to-moderate income household (LMI) occupants.
 - Establishes an obligation to keep and maintain the property to meet minimum standard conditions.
 - Creates an obligation that property insurance be maintained during the term of the lien.
- 9.3 The Promissory Note will be forgiven and considered a grant once all contractual agreements are deemed met and the three years have expired.
- 9.4 If within the three-year lien period, an owner-occupant should move from the housing unit, sell it or rent it, the cost of the rehabilitation will be prorated on a monthly basis and must be paid back to the City.
- 9.5 For rental properties that are accepted into the CDBG program, the owner/landlord will be required to sign a Promissory Note & Loan Agreement *and* a Rent-Freeze Agreement that promises the rent shall not be raised and the property rented to tenants that qualify as LMI for the duration of the three-year term. If the current tenant leaves during this three-year term, the owner/landlord must rent it to someone whose household income falls within the LMI and continue to follow all the remaining terms of the Rent-Freeze Agreement. Verification of the tenant’s income must be provided to the Grant Administrator.
- 9.6 If the property owner dies within the three-year lien period and has no spouse, the home may be sold or rented to an LMI qualified household. Satisfactory documentation on proof of income along with the sales/rental agreement must be provided to the Grant Administrator. If sold to an LMI household, the buyer must be willing to assume the pro-rated remaining amount on the lien. If rented, it must be rented to an LMI qualified tenant for the remainder of the term and proof provided to the Grant Administrator. If the home is sold or rented to a non-LMI qualified household, the homeowner’s estate must repay the remaining pro-rated amount on the lien.
- 9.7 **Monthly Pro-rated Rate:** If the home is sold in the 13th month following completion of rehabilitation, then 12/36 of the loan would be forgiven. If the home is sold in the 20th month, then 19/36 of the loan would be forgiven.
- 9.8 **LMI:** Households in which all individuals above 18 years make a combined income less than the total amounts set forth as to low-to-moderate income chart in Section 6.

SECTION 10: “WALK-AWAY” POLICY

- 10.1 **Initial Home Inspection Estimate:** If the initial inspection and cost estimate to bring a property up to Housing Quality Standards indicate that the cost of rehabilitation is expected to exceed the maximum allowable amount, the homeowner will be notified. The application will be considered a “walk-away” unless the Homeowner provides the additional funds above the maximum allowable amount within 45 days of

notification. If the funds have not been deposited with the City within the 45-day timeframe, the City will deny the application, close the file and “walk away” from the property.

10.2 Cost Estimate: If the cost estimate is within the maximum allowable amount, the property will be included in the next bidding process. Applicants will be notified within 15 days after the bid opening if the lowest contractor bid for their home exceeds the maximum allowable. In that event, the applicant will have the option to supply the additional funds, *and* the City determines the scope of work cannot be adjusted to fall within the allowable amount. The applicant will be given 45 days to satisfy the requirements for all necessary additional funding. Additional funds must be received in full by the City prior to the execution of the construction contract. If the funds have not been deposited with the City within the 45-day timeframe, the City will deny the application, close the file and “walk away” from the property.

10.3 Refusal to Relocate: Lead-based paint risk assessment inspections will be completed after the Initial Inspection. If the risk assessment shows lead reduction and repairs cannot be done with “containment” that safely allows the continued use of a *restroom, cooking facilities, and sleeping space*, the applicant will be required to temporarily relocate to a lead-safe space for the duration of the rehabilitation construction phase and until the dwelling passes the clearance test. Children aged 6 or younger will be required to relocate if any of the rehabilitation activities will involve or is likely to involve the disturbance of lead-based paint *even if containment is possible*. Refusal to relocate will be grounds for the City to “walk away” from the project.

10.4 Failure to Respond/Communicate: The City may deny the application, close the file and “walk away” from the property if an applicant (homeowner, landlord or tenant) fails to respond or communicate with the Grant Administrator within 15 days of notification and reasonable attempts have been made to communicate by the Grant Administrator with any provision of this Housing Rehabilitation Plan.

10.5 Mode of Living Conditions: The City may deny the application, close the file and “walk away” the mode of living in the home is determined to be unsafe or makes it infeasible for inspectors to properly determine the rehabilitation cost estimate *or* for contractors to perform work. This will include, but is not limited to:

1. Excessive items or clutter in the home that obstructs work.
2. Cleanliness issues caused by pets, pests, mold or other environmental concerns.

The Housing Inspector will make the decision regarding living conditions. The homeowner will be notified of the necessary improvements required to proceed with rehabilitation work and given 30 days to correct the issue or the City will close the file and “walk away” from the property. Photos of the improvements and/or re-inspection of the home by the Housing Inspector will be required before the project can proceed.

10.6 Actions Preventing Contractors from Performing Work: Participants in the CDBG Housing Rehabilitation Program are expected to maintain a cooperative and respectful working relationship with contractors and their workers, inspectors, administrators, and City staff. The following actions are considered prohibited conduct and may result in the termination of assistance or a project “walk-away” determination:

- a. **Verbal Abuse or Harassment** – Any form of yelling, threats, intimidation, or derogatory language directed at contractors, subcontractors, or program staff that creates a hostile work environment.
- b. **Unwarranted Accusations** – False claims of misconduct or incompetence made against contractors without supporting evidence, especially if used to delay or obstruct work.
- c. **Denying Access to the Property** – Unreasonably refusing entry to contractors or inspectors, resulting in work delays or inability to complete required tasks.
- d. **Attempts to Directly Modify the Contract** – Pressuring contractors to perform work not included in the approved scope of services, or refusing work that meets program standards.
- e. **Physical Threats or Violence** – Any physical altercations, threats of harm, or intimidation tactics will result in immediate removal from the program.

10.7 Application Re-Submissions: Applicants who are within the target area are allowed to re-apply with proof of completion of appropriate action if prior application was a “walk-away.” They will, however, be subject to the “first-come, first-ready” rule and assigned a new application number subject and to the availability of remaining funds. Applicants will not be eligible for further consideration after the issuance of a second “walk-away” notification.

SECTION 11: LEAD-BASED PAINT REQUIREMENTS

11.1 The Homeowner/Applicant, Contractor, City, Grant Administrator, and Housing Inspector will be required to follow all local, state, and federal regulations, statutes and ordinances regarding lead-based paint hazards. The appropriate regulations, “Lead Speak” glossary, clearance standards, and the approaches to implementing lead hazard evaluation and reduction are hereby made a part of this plan as set forth in Attachment A-4.

11.2 ALL PROPERTY PROPOSED FOR REHABILITATION, AND BUILT PRIOR TO 1978, MUST BE EVALUATED FOR LEAD-BASED PAINT. CDBG does not allow an occupant, owner or landlord to sign a waiver to opt out of any of the lead-safe work practices or any related requirements.

11.3 The City will require that children younger than six (6) years of age living in a house built prior to 1978 be tested for an elevated blood lead level. Applicants may provide proof of negative lead test results taken within 12 months from the application date. If an applicant refuses to allow the child’s blood to be tested, the City may elect not to rehabilitate the home. Lead-based testing is available by appointment through the Saline County Health Department located at 125 W. Elm St. Salina KS, (Monday/Tuesday/Thursday/Friday 8am-4:30pm & Wednesday 8am-6:30pm). For more information, contact the Saline County Health Department at (785) 826-6600.

SECTION 12: LEAD-BASED PAINT PRECAUTIONS

12.1 All occupants of property that is to be rehabilitated will:

- a. Receive both brochures: *Protect Your Family from Lead in Your Home* (Attachment A-5) and *The Lead-Safe Certified Guide to Renovate Right* (Attachment A-6).
- b. Receive a *Lead Hazard Evaluation Notice/Risk Assessment* (Attachment A-7). This must be completed by a certified Lead Hazard Risk Assessor. A copy of this report must be provided to the homeowner within 15 days of receiving the evaluation report, and a summary must also be provided to all contractors bidding on the project.
- c. Receive a copy of the *Re-occupancy Authorization after Lead Hazard Clearance* if any lead reduction activities are performed on the home (Attachment A-8).
- d. Receive a *Notice of Lead Hazard Reduction* (Attachment A-9) within 15 days after completion of any lead reduction activities in response to lead-based paint being discovered during the risk assessment.
- e. Authorize blood testing for elevated levels of lead for all individuals 6 years of age or younger who reside in the home.
- f. Be allowed to sign a waiver to remain in their home *if no child six (6) or under lives in the house, and the repairs can be completed with self-containment, and restroom, cooking and sleeping facilities are available.*
- g. Accept responsibility for temporary relocation expenses if necessary. Participation in the Neighborhood Repair & Rehabilitation Program is voluntary; therefore, these expenses are the responsibility of the

property residents. Sometimes, there may be assistance available for temporary relocation expenses, depending upon funding availability

SECTION 13: ROLES AND RESPONSIBILITIES

- 13.1 Owner-Occupant** - The owner(s) residing in the property being rehabilitated must agree to the following:
- a. Allow the rehabilitation work to be performed in accordance with the Lead-Based Paint rules and regulations and abide by all the rules and regulations set forth in this Housing Rehabilitation Plan.
 - b. Agree with the City's use of the Housing Rehabilitation Material Application Standards (Attachment A-10), Procurement Requirements (Attachment A-11), and the Housing Quality Standards.
 - c. Complete the Loan Agreement & Promissory Note for a three-year repayment of the rehabilitation funds.
 - d. Remove all obstacles from inside and outside of the house where rehabilitation work will be completed. This may include, but is not limited to, the following: removing any stored items from areas; cutting any weeds or saplings that may obscure the foundation; hauling away items stacked in or around the house; and allowing any debris to be removed from the premises by the Contractor or City as needed.
 - e. Permit access to the dwelling for initial inspections, pre-bid site-walks, conference inspections, rehabilitation work, ongoing inspections of work, monitoring visits, and for any other purposes deemed necessary for grant performance.
 - f. Provide electricity and water to the Contractor at no cost.
 - g. Sign a waiver of liability for the property identified in the application.
 - h. Provide proof of property insurance and keep the dwelling insured for the duration of the three-year lien period.
 - i. Provide documentation *prior to rehabilitation work proceeding* of lead blood level for every child aged six (6) and under if the home was constructed prior to 1978.
 - j. Agree to relocate should it become necessary to perform the lead hazard work.
 - k. Maintain the rehabilitated property in good condition after the repair so it will not become a substandard property.
 - l. **Attend the final inspection and sign the final inspection certificate if the work is completed satisfactorily.** Any questions or comments on any of the rehabilitation work should be noted at this time, and a resolution agreed upon prior to finalizing and signing the certificate of completion.
 - m. Make the home available for CDBG monitoring visits upon request.
 - n. Continue to provide the Grant Administrator with any documentation or information that might be needed throughout the length of the reimbursement process from the grantor.
- 13.2 Owner-Landlord** - The owner who also leases the property being renovated must agree to the following:
- a. Allow the rehabilitation work to be performed in accordance with the Lead-Based Paint rules and regulations and abide by all the rules and regulations set forth on this Housing Rehabilitation Plan.
 - b. Agree with the City's use of the Housing Rehabilitation Material Application Standards, Procurement Requirements, and the Housing Quality Standards.
 - c. Complete a Loan Agreement & Promissory Note for a three-year repayment of rehabilitation funds.
 - d. Make sure to remove all obstacles from inside and outside of the house where rehabilitation work will be completed. This may include, but is not limited to, the following: removing any stored items from areas; cutting any weeds or saplings that may obscure the foundation; hauling away items stacked in or around the house; and allowing any debris to be removed from the premises by the Contractor or City
 - e. Ensure that the tenant complies with preparing the place and cooperates with allowing dwelling access to the Contractors as needed to perform work.
 - f. Sign a waiver of liability for the property identified in the application.
 - g. Provide proof of property insurance and keep the dwelling insured for the duration of a three-year lien period.

- h. Maintain the rehabilitated property in good condition after the repair so it will not become a substandard property.
- i. **Attend the final inspection and sign the final inspection certificate if the work is completed satisfactorily.** Any questions or comments on any of the rehabilitation work should be noted at this time, and the resolution agreed upon prior to finalizing and signing the certificate of completion.
- j. Make the home available for CDBG monitoring visits upon request.
- k. Commit to signing a Rent-Freeze Agreement for a three-year period and leasing to an LMI household.
- l. Continue to provide the Grant Administrator with any documentation or information that might be needed throughout the length of the reimbursement process from the grantor.

- 13.3 Occupant-Tenant** - Any tenant who occupies a property being renovated must agree to the following:
- a. Allow the rehabilitation work to be performed in accordance with the Lead-Based Paint rules and regulations and abide by all the rules and regulations set forth in this Housing Rehabilitation Plan.
 - b. Remove all obstacles from inside and outside of the house for which the tenant is responsible under the terms of the rental agreement.
 - c. Permit access to the dwelling for additional inspections, pre-bid site-walks, rehabilitation work, ongoing inspections of work, monitoring visits, and for any other purposes deemed necessary for grant performance.
 - d. Provide electricity and water to the Contractor at no cost.
 - e. Provide proof of and maintain renters' insurance during the rehabilitation and as long as continue to reside there *or* for three years after completion of the project.
 - f. Provide documentation *prior to rehabilitation work proceeding* of lead blood level for every child aged six (6) and under if the home was constructed prior to 1978.
 - g. Agree to relocate should it become necessary to perform the lead hazard work.
 - h. Maintain the rehabilitated property in good condition after the repairs so it will not become a substandard property.
 - i. Make the home available for CDBG monitoring visits upon request.
 - j. Continue to provide the Grant Administrator with any documentation or information that might be needed throughout the length of the reimbursement process from the grantor.

- 13.4 Housing Inspector** - Housing Inspectors shall be experienced and knowledgeable in *at least* the following: housing construction; local City codes; building; electrical; plumbing; and cost estimating. Housing Inspectors shall be responsible for the following:
- a. Be present at the initial home inspection, pre bid site-walk, final completion inspection.
 - b. Making sure the Housing Quality Standards and all local, state and federal building codes and regulations are compliant.
 - c. Performing all inspections based on the standards set by the City.
 - d. Providing the Grant Administrator with initial home inspection pictures along with notes of needed repairs that will bring each home up to approved standards and develop the work estimate used for bidding.
 - e. Assisting the City in protecting program participants by working with the Risk Assessor, Grant Administrator and Contractor in determining if there are lead-based paint hazards and what measures are required to protect the occupants.
 - f. Performing other duties as agreed on between Housing Inspector and the City.
 - g. Ensuring that lead safe work practices are being followed, and proper notifications are on site during interim inspections.

- 13.5 Lead-Based Paint Risk Assessor** - Risk Assessors shall be licensed with the Kansas Department of Health & Environment, have completed HUD's Lead Safe Housing training; and be knowledgeable about

the EPA/KDHE Renovation, Repair and Painting (RRP) Rule. Risk Assessors shall be responsible for the following:

- a. Performing environmental risk assessments regarding lead-based paint.
- b. Providing risk assessments in writing to the City and Homeowner within the 15-day timeframe required by HUD.
- c. Performing Lead-Based Paint (LBP) Clearance tests.
- d. Providing the City and homeowners with copies of the clearance report within the 15-day timeframe required by HUD.
- e. Performing any other duties as determined by the City.

13.6 Contractors - To perform work under the CDBG grant program, a contractor must:

- a. Be in good standing with the KDHE (Kansas Department of Health & Environment) as a licensed renovation firm.
- b. Maintain status as a contractor in good standing with the KDHE.
- c. Perform the services agreed to in the scope of work in a manner that complies with the City of Salina's building codes in addition to all federal and state statutes, regulations and codes.
- d. Abide by the Housing Rehabilitation Material Application Standards, and the Housing Quality Standards.
- e. Agree with the terms of the City's bidding and procurement processes and acknowledge that the City has the right to define a "responsible bidder" based upon more than just price. There is an understanding that contractors are expected to have no more than 3 CDBG projects ongoing at one time.
- f. Comply with the Contractor's Guidelines (Attachment A-12).
- g. Sign Lien Prevention Documents: Part 1 (Attachment A-13) to disclose all subcontractors providing labor and materials prior to commencement of project; and Part 2 (Attachment A-14) to certify payment of all subcontractors have been paid prior to release of final payment.
- h. Provide certification that KDHE RRP Work Practice Standards were utilized (Attachment A-15).
- i. Execute a Rehabilitation Agreement with the City (Attachment A-16).

SECTION 14: GRIEVANCE POLICY

- 14.1** All grievances, complaints, and concerns of any Applicant/Homeowner regarding project workmanship, bid procedures, the process of awarding contracts, and all other matters related to the program and these guidelines shall follow the procedures set forth in this section.
- 14.2** All grievances, complaints, and concerns must be submitted through the City's online system at <https://www.salina-ks.gov/homerehabgrants> or by delivering them in writing to the Salina Community Relations Division located in Room 101 at the 300 W. Ash, Salina, Kansas. Only written grievances signed by the grievant shall be considered or addressed.
- 14.3** Grievances shall be directed to the Grant Administrator who will be responsible for maintaining the record.
- 14.4** If the controversy is regarding workmanship, client treatment or other personnel misunderstandings, the Grant Administrator will contact the Housing Inspector and Contractor to meet on-site to address the grievant's concerns. A written resolution will be given to the grievant and a copy of the resolution will be maintained by the Community & Development Services - Community Relations Division. The grievant has the right to **appeal within 10 days** of the decision following the process set forth in Section 14.6.

14.5 For all other grievances, the Grant Administrator shall interview parties and gather information to address the concerns and provide written findings/resolutions. A copy of the findings shall be maintained by the Community & Development Services - Community Relations Division. The grievant has the right to **appeal within 10 days** of the decision using the process set forth in Section 14.6.

14.6 Appeals Process: Appeals must be made **within 10 days** by providing a written notice setting forth the reasons for the appeal to the Salina Community & Development Services - Community Relations Division. The Grant Administrator will present the notice and all the evidence in the case to the City Manager or a designee who will review the evidence and issue a **written decision within 15 business days from the receipt of the appeal**. This shall be the final administrative appeal. The City Manager (or designee) *may* elect to have parties appear and present oral statements before issuing a final decision.

SECTION 15: CONFLICT OF INTEREST POLICY

15.1 The City will follow its conflict-of-interest policy Resolution 17-7463 (Attachment A-17) and the policy Kansas Department of Commerce’s conflict-of-interest policy for CDBG grants. Individuals covered under this policy include the following: employees, elected officials, appointed officials, agents, consultants, or officers of a recipient, designated public agency or sub-recipient receiving funds from the CDBG program *or* any immediate family members or business partners of those entities.

SECTION 16: AMENDMENTS

16.1 Any amendments of the policies and procedures contained in this plan will need to be submitted to the Kansas Department of Commerce for approval. Applications already submitted and projects under process will, however, fall be subject to the guidelines and processes in place on the date the application was submitted.

SECTION 17: PLAN ADOPTION

17.1 Final responsibility for the Neighborhood Repair & Rehabilitation Program rests with the City of Salina. The City will be performing all duties as necessary to implement the program and will make the final decision on local matters involving the CDBG grant.

This Housing Rehabilitation Plan and all related attachments are hereby approved by the City Commission of the City of Salina on the _____ day of _____, 2025.

Greg Lenkiewicz, Mayor

ATTEST _____
Nikki Goding, City Clerk

**FIRST ADDENDUM TO
2024 CDBG HOUSING REHABILITATION PLAN – CITY OF SALINA**

This First Addendum to the 2024 Community Development Block Grant (CDBG) Housing Rehabilitation Plan – City of Salina (“HRP”) is made as of August ____, 2025, to update the income qualification numbers used for assessing qualified applicants to the program.

RECITALS

WHEREAS, the City of Salina City applied for a Community Development Block Grant Housing Rehabilitation Grant (the “CDBG Grant”) on November 21, 2024; and

WHEREAS, the Kansas Department of Commerce (KDC) provided a Conditional Letter awarding funds on February 20, 2025, with a start date of April 30, 2025; and

WHEREAS, the Salina City Commission adopted Resolution Number 25-8286 accepting the CDBG Grant funds awarded from the KDC and adopting the accompanying HRP on April 14, 2025; and

WHEREAS, the Salina City Commission authorized the City Manager to execute any documents necessary for the continued implementation of the terms of the grant agreement; and

WHEREAS, in Section 6.20 the HRP provides that the City will use the most current income limits as set by Department of Housing and Urban Development (HUD) for Saline County to determine applicant eligibility; and

WHEREAS, HUD recently published updated numbers for 2025; and

NOW THEREFORE, the City of Salina hereby amends Section 6.20 of its HRP to delete the 2024- MAXIMUM INCOME ALLOWED TO QUALIFY chart and replace it with the following chart:

2025 - MAXIMUM INCOME ALLOWED TO QUALIFY

Saline County Kansas	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
80% Avg. Median Income	\$51,450	\$58,800	\$66,150	\$73,500	\$79,400	\$85,300	\$91,150	\$97,050

No other changes shall be made to the 2024 HRP at this time.

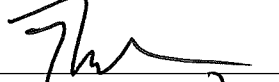
CITY OF SALINA



Jacob Wood, Interim City Manager

Approved on: August 13, 2025

KANSAS DEPARTMENT OF COMMERCE



Timothy Parks

Approved on: September 23, 2025

**SECOND ADDENDUM TO
2024 CDBG HOUSING REHABILITATION PLAN – CITY OF SALINA**

This Addendum to the 2024 Community Development Block Grant (CDBG) Housing Rehabilitation Plan – City of Salina (“HRP”) is made as of September 23, 2025, to update the income qualification numbers used for assessing qualified applicants to the program.

RECITALS

WHEREAS, the City of Salina City applied for a Community Development Block Grant Housing Rehabilitation Grant (the “CDBG Grant”) on November 21, 2024; and

WHEREAS, the Kansas Department of Commerce (KDC) provided a Conditional Letter awarding funds on February 20, 2025, with a start date of April 30, 2025; and

WHEREAS, the Salina City Commission adopted Resolution Number 25-8286 accepting the CDBG Grant funds awarded from the KDC and adopting the accompanying HRP on April 14, 2025; and

WHEREAS, the Salina City Commission authorized the City Manager to execute any documents necessary for the continued implementation of the terms of the grant agreement; and

WHEREAS, insurance requirements need to be updated for Attachments A-12 (Contractor Guidelines) and A-16 (CDBG – Housing Rehabilitation Contract); and

NOW THEREFORE, the City of Salina hereby replaces the original Attachments A-12 and Attachment A-16 with the attached Attachments A-12 (Revised) and A-16 (Revised).

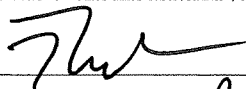
CITY OF SALINA



Jacob Wood, Salina City Manager

Approved on: September 22, 2025

KANSAS DEPARTMENT OF COMMERCE



Timothy Parks

Approved on: September 23, 2025

**THIRD ADDENDUM TO
2024 CDBG HOUSING REHABILITATION PLAN – CITY OF SALINA**

This Addendum to the 2024 Community Development Block Grant (CDBG) Housing Rehabilitation Plan – City of Salina (“HRP”) is made as of December 29, 2025, to update the income qualification numbers used for assessing qualified applicants to the program.

RECITALS

WHEREAS, the City of Salina City applied for a Community Development Block Grant Housing Rehabilitation Grant (the “CDBG Grant”) on November 21, 2024; and

WHEREAS, the Kansas Department of Commerce (KDC) provided a Conditional Letter awarding funds on February 20, 2025, with a start date of April 30, 2025; and

WHEREAS, the Salina City Commission adopted Resolution Number 25-8286 accepting the CDBG Grant funds awarded from the KDC and adopting the accompanying HRP on April 14, 2025; and

WHEREAS, the Salina City Commission authorized the City Manager to execute any documents necessary for the continued implementation of the terms of the grant agreement; and

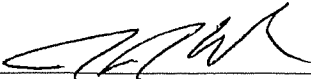
WHEREAS, City needs to update a portion of its “walk-away” policy and replace these sections with the following language:

SECTION 10: “WALK-AWAY” POLICY

10.1 Initial Home Inspection Estimate: If the initial inspection and cost estimate to bring a property up to Housing Quality Standards indicate that the cost of rehabilitation is expected to exceed the maximum allowable amount, the homeowner will be notified that the application is being denied, and the file is being closed as a “walk-away.”

10.2 Cost Estimate: If the cost estimate is within the maximum allowable amount, the property will be included in the next bidding process. If, however, the lowest contractor bid for their home exceeds the maximum allowable, the applicant will be notified within 15 days after the bid opening. If the City determines the scope of work cannot be adjusted to fall within the allowable amount, the applicant will have the option to supply the additional funds. The applicant will be given 15 days to demonstrate the ability to provide the additional funds which will need to be received in full by the City prior to the execution of the construction contract. If the applicant does not agree to the excess payments or does not have the ability to make the payments within those 15 days, the City will close the file and “walk-away” from the property.

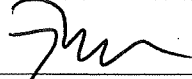
CITY OF SALINA



Jacob Wood, Salina City Manager

Approved on: 12/29/25

KANSAS DEPARTMENT OF COMMERCE



Timothy Parks

Approved on: 12/30/25