City of La Crosse Housing Rehabilitation Program Guidelines

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Background Information

Legal Authority for Housing Rehabilitation Loans

Housing Rehabilitation Grants and Loans are authorized under the Housing and Community Development Act of 1974, as amended, Public Law 93-383 and Implementing Regulations at 24 CFR Part 570, also known as the Community Development Block Grant Program. The program may be administered by the Planning and Development Department, or through community partners as outlined a subrecipient agreement. The agreement would reference the Rehabilitation Program Guidelines, outline eligible costs and ensure coverage of administrative expenses.

Program Objectives

1. To eliminate housing conditions which are detrimental to health, safety and public welfare through code enforcement and rehabilitation.
2. To eliminate blight and deteriorating property.
3. To conserve and expand the City of La Crosse's housing stock by providing a suitable living environment.

4. To provide "decent, safe and sanitary housing principally for persons of low- and moderate-income households.”

Project Continuation

Projects authorized under the Housing Rehabilitation Grant and Loan Program Guidelines approved May, 1979 will continue under the terms of the guidelines that were in effect when those projects were approved. All new projects and reopened projects approved after the date of the acceptance of the guidelines revised October, 1981, 1989, and 2005 will be processed under those guidelines. Projects approved after March, 2013 will be subject to the guidelines as written at the time of loan approval.

Use of Repaid Housing Rehabilitation Loan Funds

Loan principal and interest funds returned to the City of La Crosse in full or partial satisfaction of a Repayment Agreement are considered program income for the Community Development Block Grant Program and can be used for any eligible Community Development Block Grant activity.

Authority to Administer Repayment Agreements

The Planning and Development Department and the Housing Rehab Administrator - either from the City of La Crosse or a designated Subrecipient - will comprise the Housing Subsidy Agency (HSA) and are authorized by the Common Council of the City of La Crosse to administer federal funds associated with Housing Rehabilitation Program Loans. Administration includes, but is not limited to, interpreting program guidelines, determining suitability and economic feasibility, approving or disapproving applicants and loans, entering into the agreements and obligating the City in accordance with the objectives and provisions of these guidelines. The HSA is not held personally liable for conducting projects in accordance with their judgment and interpretation of the Housing Rehabilitation Program and/or these guidelines.

Definitions

Accessory Buildings shall mean a building subordinate to the main building on the lot, and used for purposes customarily incidental to those of the main building.

Basement shall mean a story partly underground but having at least one-half of its height above the mean level of the adjoining ground. A basement shall be counted as a story for the purpose of height measurements if the vertical distance between the ceiling and the mean level of the adjoining ground is more than 5 feet, or if used for business purposes, or if used for dwelling purposes by other than a janitor or servant, or his family.

Building Code shall mean Chapter 103 of the Municipal Code of Ordinances for the City of La Crosse.

Cash Value shall mean the value of an asset if it is liquidated.

Cellar means that portion of a building between floor and ceiling partly underground but having half or more than half of its clear height below the mean level of adjoining ground.

Code Violation shall mean a defect, deficiency or violation of the plumbing, heating, electrical, fire codes and/or the Building Code of the City of La Crosse.

Conversion shall mean the change of use of a property or the addition of a dwelling unit or units to a property.

Community Development Block Grant (CDBG) shall mean the program and funds provided under P.L. 93-383, the Housing and Community Development Act of 1974 and 1977.

Debt Factor shall be the numerical comparison between the recorded indebtedness against the property after rehabilitation and the equalized value of the property after rehabilitation. The debt factor shall be determined by dividing the amount of recorded indebtedness by the equalized value.

Decent, Safe and Sanitary shall mean the minimum standards essential to make dwellings safe, sanitary and fit for human habitation.

Deferred Payment Loan shall mean the CDBG funds allocated by the Commission to an eligible household to rehabilitate an eligible property with an understanding and an agreement that the sum of the principal and interest will be repaid at the time the property is transferred to a new owner, when a life estate terminates, or when the property is no longer the applicant's principal place of residence.

Dwelling shall mean a building occupied or intended to be occupied as an abode by one or more persons.

Dwelling and Sanitary Regulations shall mean Chapter 103, Article VI of the Municipal Code of Ordinances for the City of La Crosse.

Dwelling Unit means a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, cooking, and sanitation.

Economic Feasibility shall describe property whose rehabilitation costs do not exceed 50% of the projected equalized value of the land and improvement after rehabilitation is completed. Economic feasibility shall also describe a debt factor of 1.00 or less. In addition, the property must be deemed suitable for rehabilitation.

Economic & Community Development Commission (Commission) shall mean the policy setting body for the Housing Rehabilitation Program and the approving body for agreements.

Electrical Code shall mean Chapter 103, Article III of the Municipal Code of Ordinances for the City of La Crosse.

Elderly Household shall mean a household whose head is 62 years of age or older.

Equalized Value shall be the current assessed value divided by the most recent equalized ratio as set forth by the State of Wisconsin Department of Revenue for the City of La Crosse. The resulting figure represents full market value of the property.

Extensive Alterations and Repairs shall mean when an existing building is damaged by fire or other cause, or if alterations and repairs are made to an extent of fifty percent (50%) or more of the physical value of the building before such damage or alteration, the entire building or structure shall be made to comply with the requirements of the Code for new buildings. If the cost of such alterations or repairs is less than 50% of the physical value of the building, the Building and Inspections Department shall determine to what degree the portions so altered or repaired shall be made to conform to the requirements of the Code.

Family shall mean all persons living in a household who are related by birth, marriage or adoption.

Fire Code shall mean Chapter 18, Article III of the Municipal Code of Ordinances for the City of La Crosse.

Flood Plain shall mean the land adjacent to a body of water which has been or may be hereafter covered by flood water, including but not limited to the Intermediate Regional Flood.

Gross Income shall mean all estimated earnings of the non-rent paying members of a household over the period of one year from the date of application.

Habitable Rooms shall be provided with natural light and ventilation by one or more windows, opening on a street, alley or court; shall be not less than 7 feet wide in any part; shall contain not less than 70 square feet of gross floor area; and shall have a clear height of not less than 7 feet 6 inches for at least 60 square feet of floor area.

When kitchens serving dwelling units are completely enclosed, the gross floor area shall be not less than 60 square feet, and not less than 90 square feet when dining space is included, except that in dwelling units having no bedrooms, the gross area of the kitchen shall be not less than 50 square feet. Kitchens not completely enclosed shall conform to the requirements for alcoves unless separately lighted and ventilated as required for habitable rooms.

Heating Code shall mean Chapter 103, Article IV of the Municipal Code of Ordinances for the City of La Crosse.

Household shall mean all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any groups of related or 3 unrelated persons who share living arrangements.

Household Annual Income shall mean the household's gross annual income.

Housing Rehabilitation Subsidy shall mean any financial assistance for rehabilitation which has been authorized by the Commission.

Housing Subsidy Agency (HSA) shall mean the City Department of Planning & Development and/or a designated Grantee selected by the Economic & Community Development Commission, which has been designated by the Common Council of the City of La Crosse as the responsible agency for administering the Housing Rehabilitation Loan Program.

Investor-owned Property shall mean a property used entirely for residential purposes that is either not occupied by the owner, or contains five or more dwelling units whether or not occupied by the owner.

Immediate Family shall mean brothers or sisters, father or mother or sons and daughters of the applicant.

Land Sales Contract shall mean any property transaction in which the purchaser-occupant obtains fee title if he or she completes a series of installment payments to a vendor rather than to a mortgagor over a term of years.

Life Estate shall mean a person's legal right to reside on a property as a life tenant. He or she does not pay rent and is responsible for property maintenance.

Liquid Assets shall mean cash in savings and checking accounts, cash value of pension or retirement funds, cash value of life insurance policies, stocks, bonds, or other securities that are readily convertible to cash, and equity in property that is being sold on a land contract.

Loan Subsidies were discontinued in 1981.

Mixed-use Properties shall mean property which is used for both residential and non-residential purposes.

Owner shall mean any person who alone or jointly or severally with others: (a) shall have legal title to any dwelling or dwelling unit with or without accompanying possession thereof, or (b) shall have charge, care or control of any dwelling or dwelling unit as an executor, administrator, trustee or guardian of the estate of the owner.

Owner-occupied Property shall mean property that is occupied by the owner(s) and is used entirely for residential purposes and that contains one to four dwelling units.

Personal Funds shall mean applicants' privately held funds.

Plumbing Code shall mean Chapter 103, Article V of the Municipal Code of Ordinances for the City of La Crosse.

Quality of Materials shall conform to generally accepted standards and shall not be defective in any manner.

Repayment Agreement shall mean the agreement between the City of La Crosse and the owner/occupant of a rehabilitated structure that requires repayment of a Housing Rehabilitation Deferred Loan under specific circumstances as defined in Chapter 11, Section M. of the Housing Rehabilitation Program Guidelines.

Safety shall mean the condition of being free from danger and hazards that may cause accidents or disease.

Section 8 Existing Housing Quality Standards (HQS) shall mean the housing standards set forth in the Department of Housing and Urban Development 24 CFR 882.109.

Part 5 Annual Income Limits (formerly referred to as Section 8 Income Limits) as defined as 24 CFR 5.609 shall mean the very low and lower family income limits established annually by the Department of Housing and Urban Development for individual localities. Adjusted income will be used to refer to adjusted income calculated according to 24 CFR 5.611

Substantial Improvement shall mean any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the most recent equalized assessed value of the structure before the date the building permit was issued.

Suitability for Rehabilitation shall mean the rehabilitation work will bring the property into compliance with the City of La Crosse's Housing Rehabilitation Program Guidelines. Substandard dwellings that cannot be brought into compliance shall be deemed not suitable for rehabilitation and will not be approved for the program.

Supplemental Funds shall mean personal funds that exceed the liquid asset limit and are contributed toward the cost of the work.

Tenant shall mean any person who occupies a rental unit.

Temporary Housing shall mean a tent, trailer, or other structure used for human shelter which is designed to be transportable.

Uniform Dwelling Code means those Administrative Code Provisions and any future amendments, revisions or modifications thereto, contained in the following COMM chapters of the Wisconsin Administrative Code: COMM 20-25.

Urgent and Immediate Threat shall mean any structural condition which jeopardizes the safety and well-being of an occupant of a residential dwelling.

Value of the Rehabilitation shall be 50% of the cost of all improvements. That figure will be added to the current equalized value of the property and will determine projected value of the property and subsequent economic feasibility.

Workmanship means that the design of structural members, and workmanship in the fabrication and preparation of materials and their installation shall conform to generally-accepted good practice.

Work Write-Up shall mean a document itemizing all rehabilitation work needed to be done on a property to bring the property into compliance with the Minimum Code Requirements and other applicable property rehabilitation standards. The Work Write-Up is prepared by the HSA on the basis of an inspection made by the HSA.

Eligibility Requirements

Eligible Properties

Any one to four unit, owner-occupied or life estate residential property within the corporate limits of the City of La Crosse is eligible for a loan if all other program requirements are met including:

1. A property must be the owner's principal place of residence. A property is considered one's principal place of residence when the applicant:
    a. Resides in the property at the time of application (except where extraordinary circumstances have made the property temporarily uninhabitable). The Housing Rehabilitation Program is to verify the ownership and occupancy of the property by the applicants as being their principal place of residence.
    b. Occupies the property for at least 9 months of the year.
    c. An owner/applicant who has joint ownership of the property (with other individual(s) who do not reside at the property) will be approved for a Housing Rehabilitation Loan will be approved on a case-by-case basis by the Commission.
2. A property covered by life estate is eligible for a loan if the life tenant and the recorded title holders sign the repayment agreement, and if all other program requirements are met. The Commission will give special consideration to life estate properties when title holders cannot or refuse to sign the repayment agreement.
3. A property that has received a loan is eligible for an additional loan if:
    a. The original applicant occupies the property, there are sufficient building code repairs and maintenance items needed, and all other program requirements are met

and the total amount of CDBG funds expended on the dwelling while this owner resides there does not exceed $25,000 of hard costs.
   b. There is a new household occupying the property, there are sufficient building code repairs and maintenance items needed, and all other program requirements are met.
4. A property located in Special Flood Hazard Areas (SFHA's) subject to inundation by the 1% Annual Chance Flood must comply with the Federal Insurance Regulations before receiving a Housing Rehabilitation Program Deferred Payment Loan.
5. A property must be deemed suitable and economically feasible to rehabilitate.

Eligible Households

A household which occupies a one to four unit, owner-occupied or life estate residential property within the corporate limits of the City of La Crosse, is eligible for a loan if all other program requirements are met including:

1. Income Limits – when using income eligible funds, the household must meet one of the following income requirements:
   a. A household's income, based upon the calculated household gross annual income, shall not exceed the lower income limits set forth in the Department of Housing and Urban Development's Part 5 Annual Income Limits.
   b. The City of La Crosse has identified one Neighborhood Revitalization Strategy Area (NRSA). In this target neighborhood, residents may qualify for the Housing Rehabilitation Loan Program at higher income limits (120%CMI).
2. In accordance with CFR 24 Part 5, assets shall be included in the calculation of Part 5 Annual Income, based on the income earned from the asset (see Exhibit J: Assets).
3. An owner who may lose public assistance as a result of receiving a loan is eligible for a loan. However, he/she shall be informed of his/her loss of assistance. The loan shall not be approved without the household's awareness and consent of his/her assistance.
4. An owner who has received a Housing Rehabilitation subsidy is eligible for another subsidy if that household occupies a new dwelling, complies with all other program requirements, and has satisfied the previous repayment agreement.
5. An owner who has received a Housing Rehabilitation subsidy is eligible for another subsidy if that household occupies the same dwelling, complies with all other program requirements, and is jeopardized by an urgent threat from within the dwelling.

Ineligible Properties

1. A property which has any one or more of the following conditions is ineligible:
2. A property being purchased under a land-contract-sale agreement.
3. A property that is non-residential, mixed-use or contains more than 4 dwelling units.

4. A property that is not economically feasible to rehabilitate.
5. A property that does not have all owners as occupants, and is not subject to life estate. Under unusual circumstances, such as one of the occupants living in a nursing home, the Commission has the authority to waive this requirement, provided all other program requirements are met.
6. A property which has real estate taxes which are delinquent one or more years.
7. A property which is in the Floodway on the Federal Emergency Management Agency Flood Insurance Rate Map.
8. A property which is not located within the corporate limits of the City of La Crosse.

Ineligible Households

When utilizing CDBG or HUD funds, an owner or household who is subject to one or more of the following conditions is ineligible:

1. A household whose income exceeds the Department of Housing & Urban Development's Part 5 Lower Income Limits.
2. A household whose liquid assets exceed ($70,000) the maximum allowable limit. In accordance with CFR 24 Part 5, assets shall be included in the calculation of Part 5 Annual Income, based on the income earned from the asset.
3. A household that does not meet program requirements.
4. A household that has received a previous Housing Rehabilitation Loan and the total amount of CDBG funds expended on the dwelling has or will exceed $25,000 of hard costs.
5. A household that is not subject to a life estate and is not occupied by all property owners. Under unusual circumstances this requirement may be waived by the Commission, provided all other program requirements are met.
6. A household whose mortgage payments are delinquent.
7. A household whose real estate taxes are delinquent.

Income and Assets

Determining Household Annual Income

The Household Annual Income shall be determined by projecting current gross household income over the twelve-month period following the date of application. Should more than six months elapse between application and action, all income must be re-verified. HSA will ensure income determinations are up to date with HUD guidelines and when necessary, update Housing Rehabilitation Guidelines.

Household Gross Annual Income shall be the gross income of all non-renting household members including:

1. **Salaries**
2. **Bonuses/Overtime/Commissions** including projected bonuses and overtime, as determined by the HSA, through contacting the household's employer(s). The amount may be based on prior years' figures or on average amounts awarded to other employees with the same status.
3. **Estate or Trust Incomes**
4. **Self-Employment Income** shall be based on an average of the last two years of income, as determined by the HSA upon review of the IRS forms (Schedule of Business or Farm Profit and Loss) for the previous two years. Normal business expenses may be deducted for the purpose of determining actual income for inclusion in Household Annual Income. Property and equipment depreciation are not allowable deductions.
5. **Dependent** is a member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a disabled person or handicapped person, or is a full-time student.
6. **Educational Grants** including VA benefits, which are paid directly to the individual. Grants or scholarships which are paid directly to an educational institution are not included as income.
7. **Public Assistance** including but not limited to welfare, Aid to Families with Dependent Children (AFDC), Supplemental Security Income (SSI), and unemployment compensation, including payments received by parents on behalf of minor children.
8. **Interest and Dividends, Pensions, Annuities and Support Payments** including public employment, retirement and social security and including payments received by parents on behalf of minor children.
9. **Rental Income** including net rental income from all properties owned and rented out by members of the household, including rents from the property to be improved with proceeds from the loan. A portion of the following owner paid expenses may be deducted for the purposes of determining the actual income for inclusion in the household annual income: utilities and maintenance costs. In no event shall such deductions exceed gross rental income.
10. **Gains** from the Sale of Property or Securities including payments received from properties being sold on land sales contract.
11. **All Income** which the household may reasonably anticipate receiving during 12 months following the date of application must be included. The HSA must be notified of any change in the Household Income during the application process. Verifications of income claimed must be submitted upon the HSA's request.

12. **Income Earned from Assets**. The income generated by the asset, such as interest on a saving or checking account is counted. For assets that produce little or no income of more than $5,000, an “imputed” income should be calculated based on the Passbook Rate applied to the cash value of all assets.
13. **Adjusted Gross Income**. The Housing Rehabilitation Program requires an applicant’s adjusted gross income from the most recent IRS 1040 form. In addition, if the applicant’s income changes significantly from the IRS 1040 form, the HSA will estimate their income forward 12 months from the date of application, as was previously done.

Determining Actual Income from Assets

The value of all cash assets shall be defined as the current market value of an item minus existing indebtedness against that item at the time of application. For cash assets over $5,000, which produce little or no income, the Passbook Rate will be applied to determine the income from assets. For assets that do produce income, only the income from the asset shall be counted.

Should more than six months lapse between application and proceed to work, all assets must be re-verified. Verifications of assets claimed must be submitted upon the HSA's request. Assets shall include:

1. Cash on hand or in checking accounts.
2. Cash in savings accounts, including accounts held in trust.
3. Cash value of securities or U.S. Savings bonds.
4. Cash value of life insurance policies.
5. Current market value of any other real estate. If money is owed on any item, the value listed should equal the market value of the item minus the amount that is owed. *Equity in the family’s primary residence is not considered in the calculation of assets.*
6. All other property exclusive of household furnishings, clothing and one automobile. This section includes, but is not limited to boats, snowmobiles, motorcycles, business machinery, business inventory and additional vehicles.
7. Net value of pension or retirement funds. An IRA that is set up as 72T is an annual disbursement and the amount should be treated as income.
8. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim’s restitution, insurance settlements and other amounts not intended as periodic payments.
10. Mortgages or deeds of trust held by an applicant.

Exclusions

1. Necessary personal property, except as noted in number 6.
2. Interest in Indian trust lands.
3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
4. Equity in cooperatives in which the family lives.
5. Assets not accessible to and that provide no income for the applicant.
6. Term life insurance policies (i.e., where there is no cash value).
7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.

Eligible Loan Expenditures

1. All requirements of the HQS and the Building Codes are eligible expenditures. This includes but is not limited to areas governed by the Plumbing, Building, Electrical, Heating, Health and Fire Building Codes, lead based paint requirements, and zoning codes as determined by the HSA or the Department of Community Risk Management. Following are relevant examples:
   (a) The repair, removal or replacement of elements of the dwelling structure and basic equipment are eligible expenditures. The term "basic equipment" includes such items as boilers, furnaces, central air conditioning, water heaters, electrical fixtures, and sanitary facilities. Appliances may be obtained and made a part of the loan on a case-by-case basis.
   (b) The provision, expansion and finishing of space necessary to accommodate sanitary and other facilities are eligible expenditures.
   (c) The provision of additional or enlarged bedrooms is an eligible expenditure if required to comply with HUD's Minimum Housing Quality Standards.
2. Correcting incipient violations. An incipient violation exists if at the time of inspection, the HSA feels that the physical condition of an element in the structure will deteriorate into an actual violation in the near future. For example: A roof has one or more small leaks that can be patched at a low cost but the roof will continue to develop leaks. Therefore, the entire roof is replaced.
3. Each unit shall be evaluated for energy efficiency by the HSA. Energy efficient measures such as replacing lighting fixtures and light bulbs, and updating appliances are allowable. Insulation values of the heating envelope will be assessed at the time of inspection.

4. Building permits and related fees either singly or as part of the construction contract(s).
5. Treatment for wood eating insects, termites, or pest infestation.
6. General improvements not included in the HQS or the Building Codes, are eligible expenditures, if they do not exceed 50% of the total loan amount.
7. Architectural services for preparation of plans and working drawings in specific cases. Permission to include architectural fees in the loan amount must be requested prior to hiring the architect.
8. The removal of accessory structures only if the accessory structure is condemned by Department of Community Risk Management and if the accessory structure is located on a property that is undergoing rehabilitation.
9. The expense for treatment of defective lead-based paint conditions as required by Federal Register 24 CFR Part 35.24.

Ineligible Loan Expenditures

1. Materials, fixtures, or equipment of a type of quality which does not meet or exceed what is customarily used on Housing Rehabilitation Program projects.
2. The construction of driveways, garages, decks, patios, swimming pools and similar improvements.
3. Garage and sidewalk repairs unless their condition is a Building Code violation or a hazard to the health and safety of residents as determined by the HSA.
4. Purchase or repair of furnishings.
5. Acquisition of property.
6. Conversion of the structure's use, unless the conversion is required to meet the Building Code or to eliminate a non-conforming use.
7. Work contracted, underway or completed prior to issuance of a Proceed to Work order.
8. Items that exceed the maximum loan amount are ineligible expenditures unless the Commission approves the additional expenditures to complete the work, and the work is necessary to make the structure decent, safe and sanitary.

Eligible Administrative Expenditures

Housing Rehabilitation Program administrative funds may be used to pay for the following items: Salaries, postage, office supplies, miscellaneous administration expenses, and project related fees such as title reports, appraiser's fees, recording of liens, wood eating insect, termite and pest infestation reports, and the expense of analysis for lead paint as required by federal regulations 24 CFR 570.608.

Work Priorities

If the household cannot correct all Building Code violations, the project may be considered unsuitable for rehabilitation. The most hazardous violations shall be corrected first. No general improvement work items shall be allowed until all Building Code violations are corrected.

Self-Help

Work shall be done by an eligible contractor(s). No household shall use loan funds to purchase supplies and do his/her own work.

Loan Limits

Existing City of La Crosse rehabilitation loans have a maximum total expenditure of $45,000 and will not accrue interests greater than 50% of the total loan amount. After initial approval, and only under extenuating circumstances, the Commission may approve additional funds in excess of the initial maximum loan amount if unforeseen or additional costs must be incurred to complete the rehabilitation project or to make the structure decent, safe and sanitary.

Property Inspection

The HSA shall inspect the property and prepare a Work Write-Up that identifies each deficiency which may be corrected with loan funds. The HQS inspection form shall serve as the primary basis for the contractor's proposals and bids. All households shall receive the current HUD-Approved EPA lead-based-paint pamphlet prior to or at the time of the property inspection.

HSA shall complete an Environmental Review prior to commencement of funds being released.

Inspection and Payment for Work

1. A compliance inspection of the work shall be made by the HSA before the HSA makes a progress payment or final payment on a contractor's invoice.
2. If the HSA determines that the work completed for a progress payment is satisfactory and in accordance with the contract, the HSA shall transmit payment to the contractor.
3. If the HSA determines that all work completed under a contract is satisfactory and in accordance with the contract, the HSA shall obtain from the contractor a signed Waiver of Lien form including releases from all subcontractors and suppliers and a copy of each warranty due to the owner(s). After receipt of a Waiver of Lien, and a copy of each warranty, the HSA shall draw a final payment check payable to the contractor. After securing the owner(s)'s endorsement on the Payment Inspection form, the HSA shall transmit the check to the contractor.
4. If the work is not completed satisfactorily and in accordance with the contract, the HSA shall advise the owner(s) of any non-compliance in the work or of an incorrect invoice

submitted by the contractor. The owner(s) shall be requested to obtain, with assistance from the HSA, corrective action from the contractor. No progress or final payment shall be made on a contract until the contractor has satisfactorily completed the necessary corrective action.

Disputes

In the event a dispute exists between the owner(s) and the contractor with respect to the work, the HSA shall act in accordance with the provisions of the contract to assure that the work has been performed satisfactorily. If the HSA finds the work satisfactory, the owner(s) must resolve the dispute independently with the contractor or accept the HSA's determination. The HSA shall authorize payment for satisfactorily completed work.

Final Inspection

Upon the satisfactory completion of all the contracted work on a property in accordance with all contracts for that property, the HSA shall complete a final inspection form indicating that the property has been found decent, safe and sanitary.

Administrative Procedures

Administrative procedures will be determined by the selected method of program administration. Subrecipients will establish their own procedures and communicate process requirements to the City of La Crosse Community Development Team.

Application Process

1. Provide an overview of general program objectives with the applicant. Review available resources, financing options, and applicant responsibilities.
2. Begin the application and determine eligibility based on income, assets, and equity (see Income and Assets).
3. If ineligible, the applicant is notified and the process stops. If eligible, processing continues.
4. Verify income, assets, ownership, and existing indebtedness; complete a title check.
5. Inspect the property, determine the scope of work and approximate cost, and prepare a Work Write-Up. A nonrefundable $100 application fee may be collected at inspection.
6. Provide the applicant with the Work Write-Up and contractor packet (certified contractor list, instructions, proposal form, and contract).
7. Applicant, Housing Rehabilitation Staff, or Subrecipient solicits contractor proposals. If only one bid is received and cost analysis shows it is reasonable, the applicant may accept it. All contracts are between the applicant and the contractor.

8. Applicant selects the desired contractor(s); total contract prices determine project cost.
9. If costs exceed funding limits, non-code items must be removed.
10. Right of Rescission and loan disclosure are completed and documents are recorded with the Register of Deeds
11. Contractors receive notice to proceed and coordinate scheduling with the applicant.
12. Any changes to the Work Write-Up or contract amount require documented authorization by the applicant, contractor, and HSA.
13. Contractor submits payment requests after final inspection; final payments require a lien waiver prior to disbursement.
14. Applicant signs Payment Inspection forms confirming acceptance of work. If the applicant unjustly withholds approval, the administrator may release funds directly.
15. After final payment, the Repayment Agreement is amended if needed, and an affidavit reflecting the final loan amount is recorded.

Immediate And Urgent Threat to Health and Safety

When a housing condition poses an immediate threat to the health and safety of the occupants, the program procedures may be modified to allow the application to be considered and acted upon immediately. The procedure is as follows:

1. A conventional interview is conducted and the applicant's eligibility in terms of income, asset and equity criteria is verified by hand delivering the appropriate forms or by phone conversations if hand delivery is not feasible.
2. The dwelling is inspected to determine the urgency of the situation and the entire scope of the work.
3. The homeowner provides two or more proposals which address the emergency situation, and the homeowner selects the proposal or proposals which he or she wishes to use.
4. An approximate cost for the entire project is estimated to establish economic feasibility for the entire project.
5. The record at the office of the Register of Deeds is examined to verify recorded obligations, judgments, delinquent taxes, etc.
6. All pertinent information is assembled and determines whether or not the entire project is eligible and feasible. A determination is made regarding repair or replacement of only the threatening conditions.
7. The Director of Planning & Development is notified to authorize repair or replacement of the threatening conditions. If the emergent repairs are approved by the Director, the

applicant will execute the Housing Rehabilitation Program Repayment Agreement and Truth in Lending Disclosure Statement.

8. The contractor/contractors are directed to proceed with the approved work after they have provided the necessary permits and insurance coverage.

Subordination Requirements

The Housing Rehabilitation Program will consider subordinating the Housing Rehabilitation loan, but only with committee approval. Each request will be reviewed on a case-by-case basis. The loan being secured must be used for property and home improvements or for refinancing an existing home mortgage, which precedes the Housing Rehabilitation Program Deferred Payment Loan.

The Housing Rehabilitation Program will not subordinate its loan if the Housing Rehabilitation Program Deferred Payment Loan is in first position, or if additional money is being requested for investment, speculation, personal spending, or when the Housing Rehabilitation Deferred Payment Loan may be jeopardized.

1. Lender is to provide the Housing Rehabilitation Program with a title search and an appraisal of the property (if completed).
2. Lender is to provide a letter of explanation for the request, including any payoffs, satisfactions, closing costs, interest rates, and/or any other pertinent information.

Monitoring of Loans

The City of La Crosse shall maintain monitoring on existing loans in the Housing Rehab Program by completing compliance checks, sending loan noncompliance letters, and working with the City of La Crosse Legal Department when necessary on remediation actions.

Client File

A copy of the contractor's invoice, lien waivers, release forms and other pertinent forms shall be maintained in the file.

Loan Closeout

After all funds have been disbursed from the account and the account has been closed, the Housing Rehabilitation staff will prepare a Disbursement of Funds Statement, which shall account for the disposition of the full amount of funds deposited in the household’s account. The Disbursement of Funds Statement will be signed by the owner(s) and the HSA. A signed copy shall be mailed to the owners and the original shall be retained in the HSA file.

Cancellation of the Housing Rehabilitation Deferred Payment Loan

An applicant for a Housing Rehabilitation Loan may withdraw the loan application at any time before the application has received a proceed to work.

The HSA may discontinue work on an application for a Housing Rehabilitation Loan for any of the following reasons:

1. The applicant is not eligible for any type of loan available under the Program.
2. The property for which the loan is sought is not eligible for a rehabilitation loan.
3. The applicant consistently refuses to cooperate with the HSA in completing the application, the Work Write-Up, or working with the contractors to schedule the work to be done.
4. The applicant gives false or misleading statements in the application.
5. The applicant does not permit the property, for which the loan is sought, to be inspected by the HSA and/or the City Inspection Department.
6. The rehabilitation of the property is not feasible because of the poor physical condition of the structure.
7. The applicant withdraws the application.

Cancellation and termination of a Housing Rehabilitation Loan can occur by having the City of La Crosse send a notice of cancellation. A cancellation of the loan can occur if a prior adverse lien has been recorded against the property before the mortgage or other loan security instrument has been recorded.

The City of La Crosse may Cancel and/or Terminate a Housing Rehabilitation Loan by sending a notice of cancellation to the applicant if, for a period of sixty days from the date of execution of the Proceed to Work notification, the applicant shall have failed or refused to cause the commencement of rehabilitation work on his or her property. Upon authorization of such action by the HSA, all funds for that loan will immediately be withdrawn and any funds expended by the applicant will be immediately due and payable to the City. The failure of the City to exercise this right shall not be deemed a waiver thereof, as long as the rehabilitation work remains incomplete.

Contracting for Work

Contract Policy

Work shall be undertaken only through a written contract between the contractor(s) and the owner(s). The HSA shall assist each applicant in arranging for and obtaining an acceptable contract. No owner(s) or household members shall be allowed to contract or perform work on their own property (with or without pay) without approval.

Proposals for Work

Proposals for work shall be obtained based upon the Work Write-Up and signed by the contractor. Submitted proposals must specify the description of work to be completed, the materials which are to be used and the total cost of the work. The owner(s) shall obtain a minimum of two proposals should be obtained for each area of work from the Work Write Up. One proposal will be acceptable in the cases where, despite repeated attempts, only one bid for the project is received. The HSA shall document cost reasonableness. It is strongly suggested that three proposals are obtained for each area of the Work Write-Up. The HSA shall review all proposals with the owner(s) to ensure that all items are included, all code violations will be addressed, and that all proposals are complete. The owner(s) will make the final proposal selection.

Contract

1. Each General Conditions and Contract shall be signed by the contractor and the owner(s). The owner(s) will sign the contract only after the approval of the loan
2. The General Conditions and Contract shall be provided by the HSA and shall include, but not be limited to the following requirements for contractors.
3. In the event that a contract cannot be honored for a legitimate reason, the HSA will assist the owner(s) in finding another contractor to complete the work specified in the contractor's proposal.

Contract Changes

If additional work and cost must be undertaken to complete the work and to make the job structure decent, safe, and sanitary, the proposed work shall be documented by completing a Change Order. The contractor and the owner(s) shall sign the Change Order Form and then present it to the HSA. If the work is necessary and the additional cost is less than $2,000.00, the HSA will authorize the additional work. If the Change Order exceeds $2,000.00 the HSA must obtain approval.

Financing A Loan

Funding Source for Loan Subsidies

Funds for the Deferred Payment Loans shall come from the City's Federal Community Development Block Grant. Other funding sources may be included, especially those that may not require income eligibility to qualify.

Financing a Deferred Payment Loan

The full cost of the rehabilitation work will be paid for with Community Development Block Grant funds. The applicant is not required to make monthly payments. The applicant will sign a repayment agreement providing for repayment under specific circumstances. The interest rate on the Deferred Payment Loan Repayment Agreement will be a 1% simple interest per annum with a maximum interest to be accrued of 50% of the total loan amount.

Loan Terms and Conditions

The household shall agree, and by signing the Housing Rehabilitation Program Application does agree to the following terms and conditions:

Civil Rights

Comply with all requirements with respect to Title VI of the Civil Rights Act of 1964 to not discriminate upon the basis of race, color, creed or national origin in sale, lease, rental, use or occupancy of the property.

Right Of Rescission

Acknowledges the borrower's right, within a three-day period from the date of loan settlement, to rescind the entire deferred payment loan transaction. An approved loan may be cancelled because the household has requested cancellation, is unwilling or unable to proceed with the work, or for other reasons. To cancel an approved loan, the HSA shall prepare a letter and distribute the original letter to the applicant and file one copy.

Use Of Proceeds

Apply loan proceeds only to pay for costs of services and materials necessary to carry out the work for which the loan is approved.

Completion Of Work

Assure that the work shall be carried out promptly and efficiently through the award of a written contract.

Ineligible Contractors

Not award any contract for work to be paid for in whole or in part with the loan to any contractor who, at the time, under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, is ineligible to receive such a contract award. See the System for Award Management (SAM) for the excluded parties debarred list.

Inspection

Allow inspection by the City, or its designee, of the property, the work and all contracts, materials, equipment, payrolls and conditions of employment pertaining to the work.

Records

Keep such records as may be required by the City with respect to the work.

Bonus, Commission, Fee

Not pay any bonus, commission or fee for the purpose of obtaining the approval of the loan application or any other approval or concurrence required by the City or its designee to complete the work financed in whole or in part with a loan.

Interest of Certain Federal Officials

Not permit any member of the Congress of the United States, commissioner or City official to share in any proceeds of the loan or in any benefit arising from the same.

Interest of the Housing Subsidy Agency (HSA)

Not allow any member of the governing body, who exercises any functions or responsibilities in connection with the administration of the federally assisted project or program, nor any other officer or employee of the public body, who exercise such functions or responsibilities, to have any interest, direct or indirect, in the proceeds of the loan in any contract entered into by household for the work financed in whole or in part with a loan.

Interest Of Other Local Public Officials

Not allow any member of the governing body of the locality in which the property to be rehabilitated is situated, nor any other public official of the locality, who exercises any functions or responsibilities, to have direct interest in the proceeds of this loan or in any contract entered into by the household for the work financed in whole or in part with a loan. See Appendix 15.

Preservation Of The Security

Maintain the property in sound condition during the term of the housing rehabilitation loan.

Repayment Agreement

Enter into an agreement with the HSA providing for repayment of the Deferred Payment Loan.

1. Repayment of Deferred Payment Loan - The property owner and all individuals who signed the application for a loan shall enter into an agreement with the HSA for repayment. This agreement shall provide that in the event that the improved property is sold, transferred, or otherwise conveyed, or ceases to be the loan recipient's principal place of residence, the recipient shall repay the full amount of the Deferred Payment Loan and the applicable interest rate.
    a. Interest Rate for Deferred Payment Loan - The interest rate for a Deferred Payment Loan was set by the Commission and shall not exceed 1% per annum simple

interest. The interest must be paid to the City of La Crosse at the time the principal amount of the loan is repaid. Interest for a partial year shall be calculated on a daily basis by dividing the annual interest amount by 365 days to determine the daily interest amount. The number of days of interest multiplied by the daily interest rate will yield the amount of interest owed for the partial year.

   b. In the case of a life estate, the life tenant and the title holders shall be required to sign the Repayment Agreement. If a situation arises which makes it impossible to meet this requirement, the Commission will give special consideration to the application and may waive this requirement.
   c. When a rental unit(s) is rehabilitated with loan funds, the owner shall agree to increase the rent no more than the annual percent of change determined by the All Items Index of the Consumers Price Index for Small Metro Areas for a period of three years after the approval of the loan. The owner shall submit evidence annually to determine whether or not the owner has adhered to this agreement. If the owner has not met these requirements, he/she shall be required to fulfill the repayment terms set forth in the repayment agreement. The tenant must also be Part 5 eligible.
   d. When a stationary mobile home is rehabilitated with loan funds, the household shall agree not to move the mobile home outside the City of La Crosse unless the loan is repaid.
   e. Optional Prepayment of Loan - The borrower may repay any part or all of the then outstanding balance of the principal and/or interest of the Deferred Payment Loan at any time prior to the time that such payment would otherwise be due without incurring any prepayment penalty.
2. Transfer of Deferred Payment Loan - A Deferred Payment Loan may be passed on to an immediate family member only if:
   a. The new head of household is a member of the immediate family as defined by the program guidelines, and
   b. The new household meets all of the program requirements, and
   c. The new household agrees to pay the interest due to date.
   d. Special circumstances can be presented to the Commission on a case-by-case basis.
3. Misuse of Funds - If any Deferred Payment Loan funds are used for purposes other than an eligible improvement upon an eligible property or if the household's application is found to contain a material misstatement of fact, the household shall be liable for immediate repayment of the Deferred Payment Loan.

Federal Flood Insurance

A property located in Special Flood Hazard Areas (SFHA's) subject to inundation by the 1% Annual Chance Flood must comply with the Federal Insurance Regulations before receiving a Housing Rehabilitation Program Deferred Payment Loan.

A household will be required to show proof of flood insurance in an amount large enough to cover the amount of the Housing Rehabilitation Loan. Also, the City of La Crosse must be designated as the mortgage holder. A household which resides in the 1% Annual Chance Flood area must provide flood insurance for the life of the loan. The cost of flood insurance is the owner's obligation.

Grievance Policy

Homeowners or contractors with concerns about the administration or operation of the Housing Rehabilitation Loan Program should communicate these concerns to the City as soon as possible. If these concerns cannot be negotiated or resolved successfully between the parties, a written appeal should be filed with the Director of Planning & Development for the City of La Crosse.

1. DEFINITIONS. In this section "Contracting Party" shall mean any party that is entering into this Agreement with the City of La Crosse. "La Crosse" shall mean the City of La Crosse. These definitions shall apply only to this document titled "Standard Terms and Conditions (Service Contracts)" and shall not replace, modify or supersede any definitions used in other sections of this Agreement.

2. STANDARD OF PERFORMANCE. Contracting Party agrees that the performance of the services, pursuant to the terms and conditions of this Agreement, shall be in a manner at least equal to the degree of care and skill ordinarily exercised by members of the same professions currently practicing under similar circumstances providing like services

3. FULLY QUALIFIED. Contracting Party represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and, if applicable, shall be authorized or permitted under all applicable state and local laws and any other applicable laws or regulations to perform the services.

4. SCOPE OF SERVICES. Contracting Party is required to perform, do and carryout in a timely and professional manner the services set forth in this Agreement. The Contracting Party is required to furnish all services and labor necessary as indicated in this Agreement. The scope of services to be performed shall include, those services set forth in this Agreement. La Crosse may from time to time request the Contracting Party to perform additional services which are not set forth in this Agreement. In the event that such a request is made, the performance of such services shall be subject to the terms, conditions and contingencies set forth in this Agreement.

5. CHANGE OF SCOPE. The scope of service set forth in this Agreement is based on facts known at the time of the execution of this Agreement. The scope of service may not be fully definable during initial phases, and as the project progresses, facts discovered may indicate that the scope must be redefined. If mutually agreed to in advance in writing, Contracting Party shall make changes, furnish necessary materials, and perform the work that La Crosse may require, without nullifying this Agreement, at a reasonable addition to, or reduction from, the total cost of the project. Under no circumstances shall Contracting Party make any changes, either as additions or deductions, without the written consent of La Crosse, and La Crosse shall not pay any extra charges made by Contracting Party that have not been agreed upon in advance and documented in writing.

6. COMPENSATION. Contracting Party will be compensated by La Crosse for the services provided under this Agreement and subject to the terms, conditions and contingences set forth herein. Payments to Contracting Party for services rendered under this Agreement will be based on itemized invoices submitted on a monthly basis by the Contracting Party to La Crosse. These invoices, unless lump sum, must be itemized to identify labor costs and the Contracting Party's direct expenses, including subcontractor and supplier costs. In addition, such invoices shall show the hours worked by the Contracting Party's staff and the amount of work completed as a percentage of the work to be performed. If payment is by lump sum, then only the percent complete will be invoiced. The final payment of the balance due the Contracting Party for the completed service shall be made upon completion and acceptance of the services performed by the Contracting Party under this Agreement. Without prejudice to any other right or remedy it may have, La Crosse reserves the right to setoff at any time any amount owing to it by Contracting Party against any amount payable by La Crosse to Contracting Party.

7. TAXES, SOCIAL SECURITY, INSURANCE AND GOVERNMENT REPORTING. Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contracting Party receiving payment under this Agreement shall be the sole responsibility of the Contracting Party.

8. TERMINATION FOR CAUSE. If, through its own fault, intentional misconduct, or the fault or intentional misconduct of its subcontractors, agents or volunteers, the Contracting Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contracting Party shall violate any of the covenants, agreements, or stipulations of this Agreement, both as determined by La Crosse in its sole discretion, La Crosse shall thereupon have the right to terminate this Agreement by giving written notice to the Contracting Party of such termination and specifying the effective date. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other deliverables performed by the Contracting Party under this Agreement for which compensation has been made shall, at the option of La Crosse, become the property of La Crosse. Notwithstanding the foregoing, the Contracting Party shall not be relieved of liability to La Crosse for damages sustained by La Crosse by virtue of the Contracting Party's intentional misconduct or negligent performance of this Agreement, and La Crosse may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due to La Crosse from the Contracting Party is determined. Use of incomplete or unfinished work is at the sole risk of La Crosse.

9. TERMINATION FOR CONVENIENCE. Either Party may terminate this Agreement for convenience at any time and for any reason by giving sixty (60) days written notice to the other Party of such termination. If this Agreement is terminated by La Crosse pursuant to this provision, Contracting Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed and accepted by La Crosse bear to the total services of the Contracting Party covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by Contracting Party will be determined by La Crosse.

10. SAFETY. Unless specifically included as a service to be provided under this Agreement, La Crosse specifically disclaims any authority or responsibility for general job site safety, or the safety of other persons or property. Except as otherwise provided in this

Agreement, Contracting Party disclaims any authority or responsibility for general job site safety, or the safety of third-parties or their property.

11. DELAYS. If performance of Contracting Party's obligations under this Agreement is delayed through no fault of Contracting Party, Contracting Party shall be entitled to a reasonable extension of time as proposed by Contracting Party and as accepted or amended by La Crosse. If performance of La Crosse's obligations is delayed through no fault of La Crosse, La Crosse shall be entitled to an extension of time equal to the delay.

12. USE OF LA CROSSE PROPERTY. Any property belonging to La Crosse being provided for use by Contracting Party shall be used in a responsible manner and only for the purposes provided in this Agreement. No changes, alterations or additions shall be made to the property unless otherwise authorized by this Agreement..

13. INSURANCE. Unless otherwise specified in this Agreement, Contracting Party shall, at its sole expense, maintain in effect at all times during the Agreement, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

a. *Worker's Compensation and Employers Liability Insurance*. Contracting Party shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the laws of the State of Wisconsin. Contracting Party shall provide statutory coverage for work related injuries and employer's liability insurance with limits of at least for employer's liability of one hundred thousand dollars ($100,000.00) per each accident, one hundred thousand dollars ($100,000.00) per each employee and five hundred thousand dollars ($500,000.00) total policy limit.

b. *Commercial General Liability and Automobile Liability Insurance.* Contracting Party shall provide and maintain the following commercial general liability and automobile liability insurance:

- i. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as the following:
  1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001).
  2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).
- ii. Contracting Party shall maintain limits no less than the following:
  1. General Liability. Two million dollars ($2,000,000.00) per occurrence ($2,000,000.00 general aggregate if applicable) for bodily injury, personal injury and property damage.
  2. Automobile Liability. Two million dollars ($2,000,000.00) for bodily injury and property damage per occurrence covering all vehicles to be used in relationship to the Agreement.
  3. Umbrella Liability. Five million dollars ($5,000,000.00) following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverage. Coverage is to duplicate the requirements as set forth herein.

c. *Professional Liability Insurance.* When Contracting Party renders professional services to La Crosse under the Agreement, Contracting Party shall provide and maintain two million dollars ($2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals thereof during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to Contracting Party's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the La Crosse.

d. *Required Provisions.* The general liability, umbrella liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- i. La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of Contracting Party; products and completed operations of Contracting Party; premises occupied or used by Contracting Party; and vehicles owned, leased, hired or borrowed by Contracting Party. The coverage shall contain no special limitations on the scope of protection afforded to La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers' compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of La Crosse.
- ii. For any claims related to this Agreement, Contracting Party's insurance shall be primary insurance with respect to La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by La Crosse, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance.
- iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to La Crosse, its elected and appointed officers, employees or authorized representatives or volunteers.
- iv. Contracting Party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v. Coverage shall not be canceled by the insurance carrier or the Contracting Party, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to La Crosse.

vi. Such liability insurance shall indemnify La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, Contracting Party for damages on account of such bodily injury, (including death), property damage personal injury, completed operations, and products liability.

vii. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations. The automobile liability policy shall cover all owned, non-owned, and hired vehicles.

viii. All of the insurance shall be provided on policy forms and through companies satisfactory to La Crosse, and shall have a minimum AM Best's rating of A- VIII.

e. *Deductibles and Self-Insured Retentions.* Any deductible or self-insured retention must be declared to and approved by La Crosse.

f. *Evidences of Insurance.* Prior to execution of the Agreement, Contracting Party shall file with La Crosse a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

g. *Sub-Contractor.* In the event that Contracting Party employ other contractors (sub-contractors) as part of this Agreement, it shall be the Contracting Party's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

h. *Amendments.* La Crosse may amend its requirements for insurance upon sixty (60) days written notice. Contracting Party shall procure updated insurance to comply with the new requirements of La Crosse if commercially available and at La Crosse's expense. Contracting Party may appeal any requirement to amend the insurance coverage to La Crosse's City Council who may, in its sole discretion, mutually agree to waive such changes.

14. INDEMNIFICATION. To the fullest extent allowable by law, Contracting Party hereby indemnifies and shall defend and hold harmless, at Contracting Party's expense, La Crosse, its elected and appointed officials, committee members, officers, employees, authorized representatives and volunteers ("La Crosse Indemnitees") from and against third party tort suits, actions, legal or administrative proceedings, claims, costs and expenses (including, without limitation, reasonable attorney and professional fees) to the extent caused by the negligent acts, errors or omissions of Contracting Party, its subcontractors or of anyone acting under its direction or control or on its behalf in the performance of this Agreement. Contracting Party's defense obligation shall not apply to professional liability claims. The aforesaid indemnity and hold harmless agreement shall not be applicable to any liability to the extent caused by La Crosse, its elected and appointed officials, officers, employees or authorized representatives, consultants, contractors or volunteers in the performance of this Agreement. Contracting Party's obligation to indemnify, defend and hold harmless shall not be restricted to insurance proceeds, if any, received by La Crosse, its elected and appointed officials, officers, employees, authorized representatives or volunteers.

Nothing in this Agreement is intended or shall be construed to be a waiver or estoppel of La Crosse or its insurer (or otherwise affect or alter their ability) to rely upon the limitations, defenses and immunities contained within Wis. Stat. §§ 345.05 and 893.80, or other applicable law. To the extent that indemnification is available and enforceable against La Crosse, (a) La Crosse or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by applicable Wisconsin or federal law; and (b) La Crosse's obligations under this Agreement are further conditioned upon the following: (i) the indemnified party shall promptly notify La Crosse in writing of any such claims, demands, liabilities, damages, costs and expenses within ten (10) days of discovery; (ii) La Crosse shall have sole control of, and the indemnified party shall reasonably cooperate in all respects, in the defense of the claims, demands, liabilities, damages, costs and expenses and all related settlement negotiations; and (iii) the indemnified party shall not make any admission or disclosure or otherwise take any action prejudicial to La Crosse except as required by law.

Neither party shall be liable for indirect, special, exemplary, consequential or incidental damages, including, without limitation, any damages for lost profits, revenue or business interruption. The parties represent that, as of the effective date, neither party has any notice or knowledge of any claims, demands, liabilities, damages, costs and expenses asserted or threatened by any third party with respect to the matters contemplated in this Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

15. NO PERSONAL LIABILITY. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of either party have any personal liability arising out of this Agreement, unless an employee of the Contracting Party shall commit a criminal, fraudulent, malicious, or dishonest act which is excluded from Contracting Party's insurance coverage.

16. Intentionally omitted.

17. INDEPENDENT CONTRACTORS. The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its

employees. The parties shall not be considered joint agents, joint venturers, or partners.

18. GOVERNING LAW. This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.

19. JURY TRIAL WAIVER. The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

20. NOTIFICATION. Parties shall:
(1) As soon as possible and in any event within a reasonable period of time after the occurrence of any event of default by either party, notify the other Party in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by defaulting party to cure or mitigate the default.
(2) Promptly notify the other Party of the commencement of any litigation or administrative proceeding that would cause any representation contained in this Agreement to be untrue.
(3) If related to the performance of services and work under this Agreement, notify the other Party, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by a Party or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of a Party or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against a Party or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

21. SEVERABILITY. The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

22. ASSIGNMENT, SUBLET, AND TRANSFER. A Party shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of the other Party. This Agreement shall be binding on the heirs, successors, and permitted assigns of each party hereto. A Party shall provide not less than forty-five (45) days advance written notice of request to assign, sublet or transfer any services provided under this Agreement. The decision to allow an assignment by Contracting Party rests solely with La Crosse, in its discretion

23. NO WAIVER. The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

24. SUBCONTRACTING. None of the services to be performed under this Agreement shall be subcontracted without the prior written approval of La Crosse. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. Contracting Party shall be as fully responsible to La Crosse for the acts and omissions of its subcontractors and of person either directly or indirectly employed by them, as it is for acts and omissions of persons directly employed by it.

25. CONFLICTS OF INTEREST. Contracting Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contracting Party further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contracting Party or its employee must be disclosed to La Crosse

26. NON-DISCRIMINATION. Pursuant to law, it is unlawful and Contracting Party agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

Contracting Party shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

27. POLITICAL ACTIVITIES. Contracting Party employees shall not engage in any political activities within the City of La Crosse while in performance of any and all services and work under this Agreement. This does not apply to periods of time in which employee is not at work, or is billing other than La Crosse for his/ her time.

28. GOVERNMENTAL APPROVALS. Contracting Party acknowledges that various of the specific undertakings of La Crosse described in this Agreement may require approvals from the City of La Crosse Council, City of La Crosse bodies, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Contracting Party further acknowledges that this Agreement is subject to appropriation by the La Crosse Common Council. La Crosse's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. La Crosse cannot assure that all such approvals will be obtained, however, it agrees to use good faith efforts to obtain such approvals on a timely basis. .

29. ENTIRE AND SUPERSEDING AGREEMENT. This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. To the extent that any terms and conditions contained in this Agreement, all Exhibits hereto, and the other documents and agreement referenced herein conflict with these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence.

30. AMENDMENT. This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

31. IMPLEMENTATION SCHEDULE AND TIME OF THE ESSENCE. Any and all phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that modification or deviation from such schedules shall occur only upon approval of La Crosse or reasons of Force Majeure. Any phase or schedule that is determined to be "time of the essence" shall be specifically identified as such within the scope of services. The Mayor, or in the Mayor's absence, the Council President, shall have the ability to postpone any deadline listed herein, up to a maximum of ninety (90) days. If such delays cause additional cost, Contracting Party shall be reimbursed.

32. TIME COMPUTATION. Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

33. NOTICES. Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City:	Attn. City Clerk City of La Crosse 400 La Crosse Street La Crosse, WI 54601	Copy to:	Attn. City Attorney City of La Crosse 400 La Crosse Street La Crosse, WI 54601

Contracting Party shall identify in writing and provide to La Crosse the contact person and address for notices under this Agreement.

34. Intentionally omitted.

35. ACCESS TO RECORDS. Contracting Party, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. La Crosse, or any of its duly authorized representatives, shall have access, at no cost to La Crosse, to such books, records, documents, papers or any records, including electronic, of Contracting Party which are pertinent to the hourly rates of pay and reimbursable costs under this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions. Once deliverables are provided to La Crosse, additional copies will be provided for a fee.

36. PUBLIC RECORDS LAW. Contracting Party understands and acknowledges that La Crosse is subject to the Public Records Law of the State of Wisconsin. As such, Contracting Party agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Contracting Party agrees to assist La Crosse in complying with any public records request that La Crosse receives pertaining to this Agreement. If the requested record is not within that which is required to be produced by statute or other authority, then Contracting Party may object, and La Crosse will reject the request. Contracting Party shall seek to intervene in any subsequent public records lawsuit, writ of mandamus, or other action against La Crosse seeking to compel disclosure in order to dispute disclosure of the requested record. Contracting Party shall also cooperate and provide assistance to La Crosse, at no cost, in the defense of such lawsuit, writ or other action. If the request is upheld by a court of law, then Contracting Party will produce the records or indemnify and hold harmless La Crosse Indemnitees from any liability, including without limitation, attorney fees related to or in any way arising from Contracting Party's actions or omissions which contribute to La Crosse's inability to comply with the Public Records Law. In the event that Contracting Party decides not to retain its records for a period of seven (7) years, then it shall provide written

notice to La Crosse whereupon La Crosse shall take custody of said records assuming such records are not already maintained by La Crosse. This provision shall survive the termination of this Agreement.

37. CONSTRUCTION. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This agreement shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

38. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

39. COMPLIANCE WITH LAW. The parties shall comply in all material respects with applicable federal, state and local laws, regulations and ordinances.

40. FORCE MAJEURE. Neither Party shall be responsible for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

41. GOOD STANDING. Contracting Party affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Contracting Party is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

42. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

43. EXECUTION OF AGREEMENT. Contracting Party shall sign and execute this Agreement on or before sixty (60) days of its approval by the La Crosse Common Council, and Contracting Party's failure to do so will render the approval of the Agreement by the La Crosse Common Council null and void unless otherwise authorized.

44. COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

45. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination.

46. COMPLIANCE WITH LAW. Contracting Party agrees to abide by applicable federal, state and local laws, regulations and ordinances, and all provisions of this Agreement.

47. RELIANCE. Contracting Party has the right to reasonably rely on information provided by or through La Crosse.

Revised: 06.21.19

CITATIONS FOR THE BASIC ELEMENTS OF A SUBRECIPIENT AGREEMENT

Provisions	24 CFR 570	2 CFR 200	Other Federal Regulations
1. National Objective Compliance/ Eligibility	570.200(a)(1)+(2), 570.201−570.209, 570.506		
2. Scope of Work	570.503		
3. Time of Performance	570.503		
4. Compensations and Method of Payment	570.502	200.305	
5. Program Income	570.500(a), 570.502(a)(3), 570.503(b)(3), 570.504		
6. Record-Keeping Requirements	570.502(a)(7), 570.506	200.333-335	
7. Reporting Requirements	570.502, 570.507	200.327-329	24 CFR 91.520
8. Public Access to Program Records	570.502, 570.508	200.336-337	
9. Grant Closeout Procedures	570.502, 570.509	200.343-345	
10. Uniform Administrative and Program Management Standards	570.502, 570.503(b)(4), 570.610	200.101-102	2 CFR 200
11. Reversion of Assets	570.502(a)(7), 570.503(b)(7), 570.505		
12. Real Property	570.502(a)(7), 570.503(b)(7), 570.505		
13. Other Program Requirements	570.503(b)(5), 570.600−603, 570.605−614		
14. Termination	570.502(a)(7), 570.503 (b)(6)	200.339	
15. Compliance with Laws/Regulations	570.501(b), 570.503(b)(5)	200.302(a), 303	
16. Antidiscrimination/Affirmative Action and EEO	570.601, 570.602, 570.607	200.300, 200.321	
17. Financial Management	570.502, 570.610	200.302-305, 200.327,	
18. Audits	570.502, 570.610	200.501	
19. Religious and Political Activities	570.200(j), 570.207		
20. Budget Modifications	570.502(a)(4), 570.503(b)(1)		
21. Monitoring	570.501(b), 570.503(b)(1)	200.328, 331	
22. Conflict of Interest	570.611	200.112, 318	
23. Procurement Methods	570.502	200.218-326	
24. Budget	570.503		
25. Project Schedule/Milestones	570.503		
26. Environmental Review	570.503(b)(3)(1)		

OTHER PROGRAM REQUIREMENTS

Requirements	Federal Regulations	Other References
1. Federal Labor Standards • Davis-Bacon • Copeland Act (Anti-kickback) • Contract Work Hours and Safety Standards	24 CFR 570.603 29 CFR 1, 3, and 5	Section 110, Housing and Community Development Act of 1974 (HCDA); 40 U.S.C. 276a–276a-5; 40 U.S.C. 276c; 40 U.S.C. 327 et seq.
2. Equal Employment Opportunity	24 CFR 570.601–602 24 CFR 570.607 41 CFR 60	Executive Orders 11246 and 12086, 12 U.S.C. 1701u
3. List of Debarred or Ineligible Contractors	24 CFR 570.609 24 CFR 24	
4. Non-Discrimination	24 CFR 8 24 CFR 570.601 24 CFR 570.602	Section 504 of Rehab. Act of 1973, Americans with Disabilities Act of 1990, Exec. Order 11063
5. Fire Safety Codes		Local
6. Building, Housing, and Zoning Codes; Housing Quality Standards	24 CFR 570.208(b)(1)(iv) and (b)(2)	Local
7. Lead-Based Paint	24 CFR 570.608 24 CFR 35	42 U.S.C. 4821 et seq.
8. Lump Sum Drawdowns	24 CFR 570.513	
9. Environmental/Historic Preservation/ National Environmental Policy Act/ Flood Insurance Requirements • Siting Near Airports and Coastal Barrier Resources • Fish and Wildlife Protection • Flood Plain • National Historic Preservation • Noise Abatement & Control • Wetlands • Air Quality • Coastal Zones • Endangered Species • Thermal/Explosive Hazards • Flood Insurance	24 CFR 570.503(b)(5)(i) 24 CFR 570.604 24 CFR 570.202 24 CFR 58 24.CFR 58.5 24 CFR 570.605 24 CFR 58.6	Sec. 104(g), HCDA 42 U.S.C. 4001 et seq.
10. Relocation, Real Property Acquisition, and One-for-One Housing Replacement • Uniform Relocation Act • Residential anti-displacement and relocation assistance • One-for-One Replacement	24 CFR 570.201(i) 24 CFR 570.606 49 CFR 24 24 CFR 570.606(c)(1)	Sec. 104(d) and 105(a)(11) of HCDA, www.hud.gov/relocation
11. Definition of Computation of Units of Services	24 CFR 570.503(b)(1)	IDIS instructions
12. Section 108 Loan Guarantees	24 CFR 570.700–570.709	Sec. 108 of HCDA
13. Applicable Credits		A-87

City of La Crosse Request for Proposals

Home Rehabilitation Program

Outline

- Introduction
- Project Description
- Scope of Services
- RFP Response Requirements & Evaluation Criteria
- General Guidelines
- Standard Terms and Conditions

Introduction

The City of La Crosse is seeking proposals from qualified respondents to operate and administer the City's Community Development Block Grant ("CDBG") Residential Rehabilitation Program which serves low to moderate income homeowners.

Project Description

Funds are available for Housing Rehabilitation Projects, consistent with the City's 2024 Housing Study, Comprehensive Plan and the 2025-2029 Consolidated Plan. As identified in the Consolidated Plan, a key priority need is to increase access to affordable housing and increase the quality of housing.

The City is seeking partner organizations to directly address these priority needs through operation of the housing rehabilitation program

The activities will be completed under one of the following Matrix Codes:

14A Rehabilitation: Single-Unit Residential
14H Rehabilitation Administration
14I Lead-Based Paint/Lead Hazards Testing/Abatement

Scope of Services

Program Overview

City of La Crosse is soliciting applications from organizations interested in operating the Housing Rehabilitation Program which provides home repairs to low-and-moderate income residents of single-family owner-occupied housing located in the City of La Crosse. Funding is expected to be available under the HUD-funded Community Development Block Grant (CDBG) program

Total funding available is $250,000 annually over a two-year contract.

Eligible Applicants

Public or private non-profit agencies or organizations including faith-based organizations, units of local government, and Community-Based Development Organizations. This grant is a direct award to the applicant agency.

Eligible Homeowners

1. Eligible program participants must occupy the home to be repaired and have no intent of discontinuing occupancy of the home in the foreseeable future.
2. Eligible program participants must meet the Department of Housing and Urban Development (HUD) income requirements for low-and-moderate income households at the time of application.
3. Eligible program participants must be current on property taxes for the assisted unit.

Eligible Properties

1. Existing owner-occupied, single-family, residential properties containing one to four dwelling units.
   - If the structure contains one unit, that unit must be occupied by a low- and moderate-income household.
   - If the structure contains two dwelling units, at least one must be occupied by a low- and moderate-income household.
   - If the structure contains more than two dwelling units, at least 51% of the units must be occupied by low- and moderate-income households and the rent charged must be affordable pursuant to 24 CFR 570.506(b)(4)(iv)(B).
2. Manufactured housing is eligible when such housing constitutes part of the community's permanent housing stock (24 CFR 570.202 (a)(5)).
3. Property must be located in the City of La Crosse

Eligible Activities

Organizations selected as subrecipients shall administer the program in accordance with all applicable federal, state, and local regulations, including CDBG/HOME Program requirements, Rehabilitation Standards, Program Policies, and HUD requirements.

The Subrecipient shall be responsible for:

- Program Outreach - Market and promote the program with an emphasis on serving low- and moderate-income households and other targeted populations.
- Applicant Intake and Eligibility - Conduct applicant intake, eligibility determinations, and income verification; collect and maintain all required household and property documentation.
- Environmental Review - Provide information necessary to complete environmental reviews, including property and radon documentation, and ensure no work begins until a Notice to Proceed is issued.
- Property Inspection - Conduct property and Housing Quality Standards (HQS) inspections; identify eligible repairs; prepare work write-ups, specifications, and cost estimates; and coordinate required lead, asbestos, radon, or other environmental testing.

- Procurement and Construction Management - Procure and manage qualified contractors in accordance with applicable federal procurement requirements; verify contractor eligibility; oversee construction; and ensure all work complies with program standards, applicable codes, and HUD requirements.
- Project Completion - Perform final inspections; obtain homeowner acceptance of completed work; complete required closeout documentation; and certify compliance with HUD Housing Quality Standards and applicable local codes.
- Program Administration and Reporting - Maintain complete program, financial, and client records; submit required reports and documentation in a timely manner; cooperate with monitoring activities; and provide information necessary for program evaluation and continuous improvement.
- Policy & Procedure – The City of La Crosse will maintain the Housing Rehabilitation Guidelines and consider alterations or adjustments as recommended by the Subrecipient.

RFP Response Requirements & Evaluation Criteria

Timeline

RFP Release		September 24 2026
Question Submission Deadline		October 8 2026
Question Responses Posted		October 15 2026
Proposal Submission Deadline		4 PM October 21 2026
Presentation of Proposals to Economic & Community Development Commission		October 28 2026
Potential Contract Start Date		Jan 2027

Late proposals will not be accepted.

Response Requirements

I. Goals – Describe the purpose of the proposals and how it responds to priority needs outlined in the 2025-2029 Consolidated Plan. Describe the anticipated accomplishments including performance indicators and the measurable results from such indicators.

II. Description – Provide a description of the proposed program and activities. This should provide a clear understanding of exactly how the CDBG funds will be used and describe the anticipated accomplishments of the proposed program. Describe collaboration with other agencies, including the City, that are doing similar work.

III. Budget – Total funding request including a breakdown of how CDBG funds will be used. Including administrative costs and any other costs associated with housing rehabilitation activities. Describe other funding sources being utilized, if applicable.

IV. Contact Information – Identify key staff person responsible for delivery and provide name, resume and contact information

V. Organization Information – Provide an overview of the organization and its history specifically how it relates to this proposal. References may be requested.

Evaluation Criteria

Criteria	Points
Needs and Priorities	25
Project and Approach	25
Experience and Qualifications	25
Financial Information	25
TOTAL	100

General Guidelines

All activities will meet the Eligible rehabilitation and preservation activities as outlined in 24 CFR 570.202 and the Housing Rehabilitation Guidelines. (See Appendix)

Standard Terms and Conditions

By responding to this RFP, applicants accept and acknowledge the City's Standard Terms & Conditions (See Appendix)