



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 10, 2022**

Department Finance

Director Approval Lacey Lies

AGENDA ITEM Consider approving an agreement with Community Mission for Approved Housing.

SUMMARY RECOMMENDATION City staff recommends approving the agreement with Community Mission for Improved Housing for partnership on the Neighborhood Exterior Grant Program.

BACKGROUND The City of Independence offers a grant program for homeowners called the Neighborhood Exterior Grant program. Through this offering, homeowners may submit eligible exterior home improvement projects for consideration. Eligible expenses will be reimbursed, 50% up to \$5,000 per home. To qualify, a home must have a partnering application in close proximity and the project must be at least \$1,000. Community Mission for Improved Housing's mission is to serve the Independence area by helping the poor, people with disabilities and the elderly repair their homes, building relationships among neighbors and bringing hope and spiritual renewal to our community. CMIH has approached the city in hopes to help partner with the city in removing barriers to participation in this grant opportunity. Since there is a minimum private investment of \$500 per home, this agreement would represent an agreement between CMIH and the homeowner stating that CMIH would provide the matching funds for the program and that the City would reimburse CMIH, not the homeowner, for all eligible expenditures. This agreement provides that the City of Independence, Kansas agrees to honor Homeowner's assignment of its right to receive reimbursement to funds reimbursed to Homeowner pursuant to the Independence Neighborhood Exterior Grant Program and agrees to make payment directly to CMIH pursuant to Homeowner's assignment set forth in the agreement.

BUDGET IMPACT N/A

SUGGESTED MOTION I move to approve the agreement as presented.

SUPPORTING DOCUMENTS

1. 2022.02-04 CMIH Agreement

AGREEMENT

This Agreement is entered into by and between the **Community Mission for Improved Housing, Inc.**, a non-profit corporation, hereafter CMIH, and _____, hereafter Homeowner.

Whereas, Homeowner owns the improved property located at _____, Independence, Kansas, and has made application for funds from the Independence Neighborhood Exterior Grant Program.

And Whereas, CMIH wishes to assist Homeowner in funding the improvements to Homeowner's property which qualify for partial reimbursement under the Independence Neighborhood Exterior Grant Program.

Now Therefore, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree to the following:

1. **Independence Neighborhood Exterior Grant Program.** The City of Independence, Kansas, has created the Independence Neighborhood Exterior Grant Program. Pursuant to this program, a homeowner who meets certain qualifications may apply for and receive up to a \$5,000.00 reimbursement of costs of improvement to the homeowner's property provided they meet all qualifications of the grant program.

2. **CMIH Loan.** CMIH agrees to fund up to 50% of qualifying expenses for improvements to Homeowner's property, not to exceed \$5,000.00. CMIH may elect to make this funding available to Homeowner by direct payment to one or more contractors/sub-contractors employed by Homeowner to make the improvements to Homeowner's property.

3. **Homeowner Obligations.** Homeowner agrees to adhere to all rules pertaining to the Independence Neighborhood Exterior Grant Program, to supply all information required by the City of Independence under the grant program, to make timely application and follow all guidelines of the program, and to otherwise take all steps necessary to ensure that Homeowner will be entitled to a reimbursement of up to 50% of qualifying expenditures, not to exceed the sum of \$5,000.00. If CMIH determines that Homeowner is noncompliant with the rules of the Independence Neighborhood Exterior Grant Program, CMIH may withdraw from this agreement and may require Homeowner to reimburse CMIH for all funds advanced by CMIH to the date of withdrawal.

4. **Assignment for Reimbursement.** Homeowner hereby assigns, transfers and

conveys unto CMIH, Homeowner's right to receive reimbursement from the City of Independence, pursuant to the grant program, of up to 50% of qualifying expenditures for improvements to Homeowner's home, not to exceed \$5,000.00. The amount of this assignment shall not exceed the amount advanced by CMIH to Homeowner. Homeowner agrees that the City of Independence may make reimbursement directly to CMIH for funds advanced by CMIH to Homeowner for purposes of the grant program.

5. **Binding Effect.** This agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

**COMMUNITY MISSION FOR IMPROVED
HOUSING, INC.**

DATE

By: _____
Name:
Title:

HOMEOWNER

DATE

Name:

DATE

Name:

APPROVAL BY CITY OF INDEPENDENCE, KANSAS

The City of Independence, Kansas, hereby agrees to honor Homeowner's assignment of its right to receive reimbursement to funds reimbursed to Homeowner pursuant to the Independence Neighborhood Exterior Grant Program, and agrees to make payment directly to CMIH pursuant to Homeowner's assignment set forth above.

CITY OF INDEPENDENCE, KANSAS

DATE

By: _____
Name:
Title: