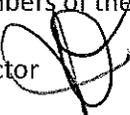


**LAKE WORTH**  
**COMMUNITY REDEVELOPMENT AGENCY**  
29 SOUTH J STREET  
LAKE WORTH, FLORIDA 33460-3787  
www.lakeworthcra.org

Phone: (561) 493-2550  
Fax: (561) 493-2549

**MEMORANDUM**

**TO:** Chair, Vice-Chair and Members of the CRA Board  
Chair, Vice-Chair and Members of the Electric Utility Advisory Board

**FROM:** Joan Oliva, Executive Director 

**CC:** Jack Borsch, Electric Utility Director

**DATE:** April 12, 2016

**SUBJECT:** Residential Conservation and Rehabilitation Program

**EXPLANATION:**

In 2008, the Community Redevelopment Agency (CRA) enacted a residential rehabilitation program for owner-occupied households within the District. Only homesteaded properties with households earnings less than eighty percent (80%) of Area Median Income (AMI) could qualify. This program was redesigned in 2010 to include the provision of available social services, provided through one of our Lake Worth partners, Adopt-a-Family (AAF). By coordinating efforts with AAF, the CRA was able to better serve households through the use of case-workers. Instead of applicants having to complete the application and provide all the necessary documentation themselves, the AAF case-worker guided the applicant through the process, helping with paperwork and the process. The case-worker was also available to answer questions applicants had about other services offered in the area. They would provide this information to the household only when requested. In many cases, the partners learned that there were multiple reasons the homeowners property fell into disrepair. Although many of the reasons were not within the partner's purview, some services could be offered that would help the homeowner in the long term. These included access to AAF's food pantry, job placement and job search activities, access to utility assistance and linkages to mainstream resources such as Medicaid, Social Security, childcare, health insurance and transportation.

The CRA did not offer residential rehabilitation from 2012-14 due to budget restrictions. Last year, the CRA and Community Partners received a grant from Neighborworks America, a national non-profit with a focus on community development. This grant supported several programs, including residential rehabilitation. Community Partners and the CRA reinstated the earlier rehabilitation program and offered grants to homesteaded properties making less than 120% of AMI (Exhibit "A"). Five grants were funded to Lake Worth households.

Although the parameters of the program allow only homeowners with a specific income to apply, the program remains in demand. During the past year, many of the referrals for the program came from the

Electric Utility Department. Several households, including some headed by seniors, were not only in need of rehabilitation services but also paying their electric bill. Staff at the CRA made calls to partners including both Community Partners and Adopt-a-Family and when appropriate, they were able to step in and assist.

The City's Electric Utility department began performing Conservation Audit (Exhibit "B").reports and forwarding them to the CRA along with a referral for assistance. It became obvious to both Staff's that not only was there a need for a rehabilitation program but one with a significant educational component. In many instances, homeowner's bills were high due to a lack of understanding of ways to conserve or to perform maintenance on their equipment or structure.

Staff sought a way to blend conservation education, emergency assistance and housing rehabilitation all in one. Together we produced the "CCA Consortium" and the Residential Conservation and Rehabilitation Program (Exhibit "C"). The program is overseen by the Consortium. The first "C" represents the City/CRA, while the second "C" represents Community Partners and finally, the "A" represents Adopt-a-Family. By working together we are now able to not only assail the problem but also the underlying issues that make a household unstable.

Through this program, homeowners will receive:

- A free conservation audit report after a home inspection is complete
- A referral to the Conservation and Rehabilitation Program after initial screening
- Assistance with overdue electric bills
- Possible assistance with home repairs and conservation enhancements
- Access, if requested, to social services and referrals to social programs
- Education on how to conserve energy

To fund the program, both the City and CRA will have to devote annual funding. However, this funding will be supplemented by other grants and programs and also possibly donations. There are a few weatherization programs in the State of Florida, each with different maximum income levels. The intention of the staff of the CCA, once a household has been identified, is to direct them to the program for which they are most qualified. Sometimes, that program will be offered by a different entity with dedicated funding. Many times, due to the qualities of the households within Lake Worth, the CCA program will be most helpful. Because of this, we will continue to work closely with Community Partners for access to grant funding and with AAF so, together, we provide meaningful opportunity.

The complete process can be found in the Policy and Procedure booklet, however, a summarized version is included here for review.

1. A homeowner calls for an audit or the Electrical Utility department sees an issue with a homeowners monthly bill/ payment
2. A conservation officer visits the property and conducts an audit and completes a pre-screening
3. If the homeowner meets the eligibility requirements for the program, a call is placed to the Staff of the CCA
4. Staff then contacts the homeowner to see if the homeowner qualifies and would like to apply for the program. The process is then explained to the homeowner
5. Staff then calls AAF so a case-manager can visit the homeowner, fill out an application and collect the needed documents
6. Verification of eligibility is confirmed while an initial inspection is conducted of the home

7. A write-up of the needed improvements and probable costs is prepared. Bids are received and reviewed by Staff for accuracy and to ensure the program can meet the applicants needs
8. CCA Staff forwards the applicant's file to the Committee for review and possible approval
9. If the project is approved, construction will take place by licensed and approved contractors and a closing will take place

For applicants that do qualify, a mortgage will be recorded and secured by a promissory note in the name of either the CRA or the City. The loan will be a 10 year forgivable note that will decrease 20% per year due after the completion of year 5. If the homeowner stays in the home for more than ten years, the mortgage does not have to be repaid. If a home receiving a loan is sold within the ten year window, the remaining balance of the loan must be repaid to the granting entity and put back into the program. Homes may only receive one rehabilitation grant within a ten year period. The home itself must be homesteaded and the owners primary and only residence.

Eligible Repairs will be limited to property improvements that make homes, safe, secure and sanitary. This would include electrical, plumbing and structural repairs, items to meet City code and repairs or replacement of water heaters. It would also include improvements making the home handicapped accessible. The program will not make cosmetic repairs including new cabinetry, fences, additions, new flooring or any items that may be covered by insurance.

The program satisfies a number of goals. First, it helps homeowners conserve precious resources and save money. It allows repairs on homes to increase safety and sustainability while keeping more homeowners in their homes versus moving away. The home itself increases in value, thus helping the CRA/City. The homes appearance increases and the health and welfare of those who live there is improved, making the neighborhood stable.

Several documents are included for review including a new Residential Conservation and Rehabilitation Policy and Procedure Manual, the most recent Annual Income Limits for the County, a copy of an Electric Utility Conservation Audit and a draft of an Educational Training Program to be instituted by the Electric Utility Department (Exhibit "D"). These documents can be edited and improved over time. Before moving forward and finalizing them, we wanted to ensure both Boards endorsed the program. Also included is a draft of the Interlocal (IL) needed between the City and CRA and two Memorandums of Understanding between the CRA and both Adopt-a-Family and Community Partners (Exhibit "E"). These documents, along with the IL, create the new Consortium that will manage the new Residential Conservation and Rehabilitation Program.



**Annual Income Limits for West Palm Beach and Boca Raton  
Metropolitan Statistical Area (MSA)**

**FY 2016 Median Family Income**

**(HOME up to 80%; State, SHIP, Workforce Housing up to 140%)**

**\$65,400**

<b>Number of Persons in Household</b>	<b>Extremely Low Income (30%)</b>	<b>Very Low Income (50%)</b>	<b>Low Income (80%)</b>	<b>Moderate Income (120%)</b>	<b>Workforce Income (140%)</b>
<b>1</b>	<b>\$14,150.00</b>	<b>\$23,550.00</b>	<b>\$37,650.00</b>	<b>\$56,250.00</b>	<b>\$65,940.00</b>
<b>2</b>	<b>\$16,150.00</b>	<b>\$26,900.00</b>	<b>\$43,300.00</b>	<b>\$64,560.00</b>	<b>\$75,320.00</b>
<b>3</b>	<b>\$20,160.00</b>	<b>\$30,250.00</b>	<b>\$48,400.00</b>	<b>\$72,600.00</b>	<b>\$84,700.00</b>
<b>4</b>	<b>\$24,300.00</b>	<b>\$33,600.00</b>	<b>\$53,750.00</b>	<b>\$80,640.00</b>	<b>\$94,080.00</b>
<b>5</b>	<b>\$28,440.00</b>	<b>\$36,300.00</b>	<b>\$58,050.00</b>	<b>\$87,120.00</b>	<b>\$101,640.00</b>
<b>6</b>	<b>\$32,580.00</b>	<b>\$39,000.00</b>	<b>\$62,350.00</b>	<b>\$93,600.00</b>	<b>\$109,200.00</b>
<b>7</b>	<b>\$36,730.00</b>	<b>\$41,700.00</b>	<b>\$66,650.00</b>	<b>\$100,080.00</b>	<b>\$116,760.00</b>
<b>8</b>	<b>\$40,890.00</b>	<b>\$44,400.00</b>	<b>\$70,950.00</b>	<b>\$106,560.00</b>	<b>\$124,320.00</b>

Palm Beach County  
Mortgage & Housing Investments  
\*HUD.gov  
Florida Housing Finance Corporation Posted 3/31/16;

\*Effective March 28, 2016



**CITY OF LAKE WORTH, FLORIDA  
CONSERVATION MANAGEMENT DIVISION**

# **CONSERVATION AUDIT REPORT**

**Audit Performed For:  
SAMPLE - Lake Worth Resident  
XXX Cochran Dr  
Lake Worth, Florida 33461**

**Audit Performed By:  
Patrick Paynter  
Conservation Management Division  
Lake Worth Utilities  
1900 2<sup>nd</sup> Avenue North  
Lake Worth, FL 33461**

# SAMPLE REPORT

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## TABLE OF CONTENTS

- 1. General Information**
- 2. Property Information**
- 3. Electric Consumption History**
- 4. Base Load**
- 5. Air Conditioning**
- 6. Other Electric Appliances**
- 7. Water Consumption History**
- 8. Water Consumption Analysis**
- 9. Building Envelope**
- 10. Recommendations**
- 11. Closing**



# SAMPLE REPORT

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## PICTURE OF HOME

### 2. Property Information

#### Property Details:

PCN	_____	Year Built	1959		
Stories	1	Foundation Type	Slab on grade		
Full Baths	1	Half Baths	0		
Bedrooms	3	Outside Showers	0		
Home Size	1240	Under Air:	1086		
Occupancy		Adults	2	Children	0

#### Utility Account Data:

Customer Account Number	_____		
Electric Meter Number	_____	Type	Digital
Electric Meter Manufacturer	Landis & Gyr	K <sub>h</sub>	7.2
Water Meter Number	_____	Manufacturer	Badger Meters, Inc
Water Pressure (psi):	55		

# SAMPLE REPORT

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## 3. Electric Consumption History

Electric Consumption Data 2015 & 2014

Reading Date	Consumption In KWH	Days Billed	Average Daily Use
15-Nov	510	29	17.59
15-Oct	1,495.00	31	48.23
15-Sep	1,645.00	29	56.72
15-Aug	1,574.00	29	54.28
15-Jul	1,933.00	33	58.58
15-Jun	1,515.00	29	52.24
15-May	1,250.00	29	43.1
15-Apr	1,032.00	29	35.59
15-Mar	854	29	29.45
15-Feb	611	31	19.71
15-Jan	987	32	30.84
14-Dec	689	33	20.88
14-Nov	985	30	32.83
14-Oct	1,502.00	31	48.45
14-Sep	1,635.00	31	52.74
14-Aug	1,834.00	34	53.94
14-Jul	1,171.00	27	43.37
14-Jun	1,339.00	30	44.63
14-May	1,055.00	29	36.38
14-Apr	645	28	23.04
14-Mar	606	31	19.55
14-Feb	440	29	15.17
14-Jan	687	31	22.16
13-Dec	825	35	23.57



**4. Base Load (Misc. electric with all major appliances turned off)**

Watts	70	Cost per month	\$ 6.04
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Based on 24-hour daily run time.

**5. Air Conditioning**

A) Air Conditioning System

Make	LG	Model #	Wall Unit
Mfg. date	NA	Watts	1252
BTU's	12,000	Volts	110
Cost per hour	\$.15	Cost per month	\$ 81.12
Filter condition	OK	EER	9.5
Thermostat setting	72 degrees	Type	Digital
Return/Supply air temp difference	NA		

Based on 18 hours daily run time.

Observations:



City of Lake Worth, Florida - Utilities Department

**6. Other Electric Appliances**

A) Refrigerator

Watts	200		
Cost per hour	\$ .03	Cost per month	\$ 7.20

Based on 8 hours of daily run time

B) Water Heater

Water heater is a gas model.

C) Clothes Dryer

Watts	5893	Uses per week	4
Cost per hour	\$ .75	Cost per month	\$ 12



## 7. Water Consumption History

### Water Consumption Data 2015 & 2014

Reading Date	Consumption In Hundred Gallons	Days Billed	Average Daily Use
15-Nov	27	29	0.93
15-Oct	31	31	1
15-Sep	52	29	1.79
15-Aug	35	29	1.21
15-Jul	47	33	1.42
15-Jun	33	29	1.14
15-May	37	29	1.28
15-Apr	50	29	1.72
15-Mar	40	29	1.38
15-Feb	51	31	1.65
15-Jan	84	32	2.63
14-Dec	42	33	1.27
14-Nov	68	30	2.27
14-Oct	11	31	0.35
14-Sep	69	31	2.23
14-Aug	44	34	1.29
14-Jul	35	27	1.3
14-Jun	75	30	2.5
14-May	51	29	1.76
14-Apr	42	28	1.5
14-Mar	38	31	1.23
14-Feb	36	29	1.24
14-Jan	52	31	1.68
13-Dec	34	35	0.97



### 8. Water Consumption Analysis

#### A) Toilets

Gallons used Per Flush	1.6		
Flushes Per Day	8	Gallons used Per Month	384

#### B) Shower

Uses per day	3	Length of shower	5 Minutes
Gallons Per Day	37.5	Gallons used Per Month	1125

#### C) Tooth Brushing

Brushes per day	4	Brushing time	2 minutes
Gallons per day	17.6	Gallons used Per Month	528

#### D) Hand Dishwashing and Rinsing

Washes per week	7	Gallons used per minute	2.5
Gallons Per Week	262.50	Gallons used Per Month	1050

#### E) Clothes washer

Gallons per load	40		
Loads per week	4	Gallons used Per Month	640

The energy used for washing clothes is primarily (85%) determined by the temperature of the water used, and not by the energy efficiency of the washing machine itself. With today's detergents, most laundry can be successfully washed in cold or warm water, and all can be rinsed in cold water.

The monthly consumption amounts shown in this section are based on the information provided during the audit.

### 9. Building Envelope:



**City of Lake Worth, Florida - Utilities Department**

A) Windows:

- House has single-hung windows, with single-pane glass and aluminum frames.
- House has horizontal sliding windows, with single-pane glass and aluminum frames.

Observations:

- All windows appear to seal properly.

B) Doors:

- Front door is galvanized steel, with an insulated core.
- Rear door is galvanized steel, with an insulated core.

Observations:

- Entry doors appear to seal properly.

C) Attic Insulation:

Attic has "batt" insulation, with an estimated insulating value of R-3.

Observations:

- Attic does not have enough insulation.

**10) Recommendations for XXX Cochran Dr.**



## City of Lake Worth, Florida - Utilities Department

- Set Air Conditioner thermostat to 78 degrees or higher while home. Your system will use 10% more electric for every degree under 78 that you have your thermostat set at.
- Change your return air filter once a month using a pleated filter. This will help the system operate more efficiently, extend its operating life and reduce operational costs.
- Replace your incandescent light bulbs with compact fluorescent bulbs. This will save you up to 70% on associated energy costs.
- Add insulation in attic to achieve a minimum insulating value of R-19.



Add insulation in attic.

### 11) Closing:



## City of Lake Worth, Florida - Utilities Department

The Conservation Management Division wishes to thank you for inviting us into your home to assist you in better understanding the sources of your home's energy and water costs. We are available to assist you if you have further questions or concerns.

We invite you to contact us prior to the purchase of home appliances or making improvements to your home. We may be able to provide rebates or other cost incentives on energy-efficient products. Government tax credits may also be available on selected major appliances such as high-efficiency central air conditioning systems. Please consult your tax-preparer to determine whether you qualify.

Should you have any questions, we can be reached by telephone at (561) 586-1694. Our department can also be reached via e-mail by contacting [ppaynter@lakeworth.org](mailto:ppaynter@lakeworth.org)

Again, thank you for allowing us into your home.

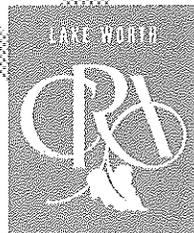
Conservation Management Division  
City of Lake Worth Utilities Department  
1900 2<sup>nd</sup> Avenue North  
Lake Worth, Florida 33461  
(561) 586-1694

**RESIDENTIAL CONSERVATION &  
REHABILITATION PROGRAM  
(FOR SINGLE-FAMILY DETACHED DWELLING UNITS)**

**PROGRAM POLICIES & PROCEDURES  
EFFECTIVE AS OF**

**May 2016**

**FOR USE IN THE CITY OF LAKE WORTH, COMMUNITY  
REDEVELOPMENT AGENCY  
HOUSING CONSERVATION & REHABILITATION PROGRAM**



## **INTRODUCTION**

These policies establish the requirements and guidelines for administering and implementing the City of Lake Worth ("City") and Lake Worth Community Redevelopment Agency ("CRA") Housing Conservation & Rehabilitation Program (the "Program"). This Program was created by the City, CRA and Non-profit agencies, including Adopt-a-Family of the Palm Beaches and Community Partners Inc. to address utility conservation and housing needs within the City's Redevelopment Area and the City of Lake Worth. The Program will be administered by the newly formed CCA Consortium that includes the City, the CRA, and non-profit organizations including Adopt-a-Family of the Palm Beaches and Community Partners Inc. (the "CCA") The Program provides homeowners with free Conservation Audit Reports, access to funding for weatherization, housing rehabilitation, and access to social service programs. Services may also include referrals to mainstream resources, such as food stamps, childcare, health insurance, transportation, job search and placement activities, financial literacy classes and assistance. Services will be provided on an as-requested, as-needed basis.

The Program works in cooperation with the City of Lake Worth's Utility Department and Non-profit case management services to provide technical and financial assistance to qualified property owners (with residential structures containing one detached dwelling unit) for the purpose of addressing residential energy analyses and possibly urgent/emergency conditions to meet applicable housing and building code standards. In addition, the Program may also address issues related to household stability in an effort to reduce homelessness and promote self-sufficiency. Improvements may include: roofing, electrical, HVAC, plumbing and major structural repairs.

Property owners' applications under this Program are reviewed for various qualifying standards in the forefront of which is determining whether a home is owner-occupied, within the City limits, and if the household income falls within HUD guidelines for low to moderate income persons. Only primary homesteaded properties are eligible. An applicant may only own one residential property to qualify. All owner-occupied households that are homesteaded within the City limits may apply for a Conservation Audit Report and technical assistance while only households earning 120% or less of the Area Median Income (AMI) may be qualified to receive financial assistance and other services.

**Annual Income Limits for West Palm Beach and Boca Raton Metropolitan Statistical Area (MSA)  
FY 2016 Median Family Income  
(HOME up to 80%; State, SHIP, Workforce Housing up to 140%)  
\$65,400**

<b>Number of Persons in Household</b>	<b>Extremely Low Income (30%)</b>	<b>Very Low Income (50%)</b>	<b>Low Income (80%)</b>	<b>Moderate Income (120%)</b>	<b>Workforce Income (140%)</b>
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6	\$32,580.00	\$39,000.00	\$62,350.00	\$93,600.00	\$109,200.00
7	\$36,730.00	\$41,700.00	\$66,650.00	\$100,080.00	\$116,760.00

Housing rehabilitation may be offered to households that qualify under the Program requirements. Prerequisites to qualification under the Program requirements may include property inspection, work write-up specification preparation, bid solicitation, construction payment review and processing, and any other staff assistance incidental to the processing and implementation of a conservation and/or rehabilitation project. Financial assistance, including the payment of rehabilitation construction costs, and incidental expenses regarded as eligible shall take the form of a deferred repayable loan. Other assistance through the CCA includes all-encompassing services to provide for a household's well-being. These services may include referral and linkage assistance with access to mainstream resources, financial literacy, mortgage assistance, utility assistance and other needed services. A needs assessment and thorough intake will be completed at program entry to identify barriers.

As a residential conservation, rehabilitation and neighborhood preservation program, activities are designed to assist low to moderate income homeowners in making necessary housing repairs that:

1. Help increase a home's energy efficiency and identify possible energy savings
2. Preserve and upgrade the existing housing stock and enhance the quality of neighborhoods
3. Promote decent, safe and sanitary housing conditions and eliminate blighted conditions
4. Enhance the aesthetic appeal of low income neighborhoods
5. Maintain or increase property values, and stabilize or augment the tax base

Services are provided to:

1. Make homes more energy efficient, thus decreasing homeowners utility bills
2. Provide much needed support to families that may be in risk of losing their homes
3. Act as a link to other assistance that may benefit the household or family
4. Provide access to counseling, classes and training to promote self-sufficiency
5. Eliminate termites and other wood destroying organisms
6. Removal of asbestos

### **CITY CONSERVATION AUDIT**

A request from a homeowner must be made to the City Utility department in order for an energy audit to be conducted. A Utility department staff member will work with the customer and schedule the audit. When at the home, the Utility Staff member will review materials and appliances related to electricity and water. These may include, but are not limited to, A/C units, appliances, windows,

doors, roofing and insulation. The conservation audit will also provide the customer with an electric and water consumption history.

A written recommendation for possible improvements will be given to the homeowner. These suggested improvements will be ranked based on the rate of return from the improvement. If the homeowner is in need of financial assistance, City Utility Staff MAY refer the home owner to the CCA for consideration in the rehabilitation program provided the home owner meets initial program criteria.

### **REHABILITATION PROCESS**

The following comprise the main qualifying criteria under this program:

1. The applicant must be the owner of record of the property for at least one year at the time of application
2. The applicant must reside at the property, and have received a homestead exemption for the property at the time of application
3. The property must be substandard and must be located in the City of Lake Worth
4. The property must consist of no more than one detached dwelling unit and be entirely used for residential purposes
5. The applicant's property tax obligation must be current at the time of funding approval
6. The applicant's household, based on household income by household size, must be low to moderate or less than 120% of AMI
7. The rehabilitation of the property must be determined to be necessary and feasible and the cost of repairs must exceed \$1,000 per unit. Rehabilitation funding provided by the CCA shall not exceed \$20,000 (including associated soft costs which include, but are not limited to title search, lien search, intake fees, documentary stamps, recording costs, and survey costs - intake, counseling, processing etc.). The funding limit excludes any lead-based paint related expenditures provided as a separate grant in an amount not to exceed \$10,000

#### **The Application Process:**

At the initial stage, and after a conservation audit has been completed, an applicant submits a preliminary application form that will be reviewed by the CCA Staff to ensure the household meets the Program guidelines. Once eligibility has been verified, additional applications will be necessary depending on the needs of the household. The applicant will be required to provide documentation in support of the application, and sign certain release forms authorizing CCA to verify the application's content with third parties.

#### **Property Rehabilitation:**

During the initial interview, CCA Staff shall advise the applicant of the Program's objective and explain the type of work undertaken under the Program without specific reference to the applicant's property. Applicants shall be advised that the primary purpose of the Program is to address their property's deficiencies, and, to the extent practicable and feasible, how to bring the property up to current applicable housing and building code standards. Applicants shall be advised of the steps involved in the rehabilitation process and their role in the rehabilitation process.

Applicants shall also be informed of the financing arrangements available under the Program. For the purposes of these policies, all owners of a property to be rehabilitated who reside at such property shall be considered applicants, and the term "applicant" shall also mean the plural term "applicants". CCA Staff or "representative" may contain Staff members from the City, CRA, Adopt-a-Family and Community Partners.

**Initial Rehabilitation Inspection Process:**

During this stage, an initial inspection of the property is completed by a CCA representative, with permission granted by the owner, and the feasibility of undertaking the rehabilitation is assessed. A lead-based paint inspection is also performed for properties built before 1978.

**The Verification Process:**

Information provided by the applicant is verified with the applicant's permission through outside parties and additional information (such as title information) is also obtained that is needed in reaching a decision on whether or not to proceed with the recommended improvements at the applicant's property.

**The Work Write-Up Preparation Process:**

This process entails the preparation of detailed construction specifications to address deficiencies identified at the property by the CCA's inspector, as well as specifications for lead-based paint abatement when such is determined necessary. The process incorporates the property owner's preferences on execution of the work intended to upgrade the property to applicable housing and building code standards.

**The Construction Bidding Process:**

The work write-up specifications prepared by the CCA's inspector are let for competitive bidding by contractors on a pre-screened list of bidders. Additionally, bids are let for extermination of termite or other wood destroying organisms where such infestation is found at the property. This process also includes a tabulation of bids received and an evaluation of the lowest, most responsive bid.

**The Underwriting and Approval Process:**

Once CCA Staff is given firm construction and extermination costs and requisite information necessary to underwrite a project, a recommendation for funding is made to the CCA Committee. Final approval of all applications and recommendations are made by the CCA Committee. A closing is conducted thereafter at which certain documents are executed.

**The Construction Process:**

Having received the necessary approvals, a project proceeds to the construction phase (including lead-based paint abatement where required) which implements the intent of the Program. Work is inspected by the CCA and approved for payment by the CCA and the property owner.

**APPLICATION FOR ASSISTANCE**

**A. Needs Assessment:**

An interview shall be conducted with each applicant wishing to participate in the Program. An assessment will be conducted by a case manager from CCA. The initial assessment will deem whether or not the applicant meets the Program guidelines. In addition, the assessment will allow the CCA case manager to create custom case management action plans addressing potential barriers. Available programs and services provided by CCA will be explained as well as the process of receiving assistance from the CCA.

## **B. The Application**

As a condition to processing an application under this program, a completed and signed application form must be on file with CCA for each property owner seeking assistance. The application form shall contain such information as:

- a. Name of applicant, co-applicant(s), and any other household members residing at the property (whether related to the property owner or not) and relationship to property owner(s) as well as contact telephone numbers.
- b. Address of the property, legal description and the Property Control Number and the length of time that home has been occupied by the owner of record, and certification of homestead status of property.
- c. Social security numbers, dates of birth of applicant(s) and ages of household members.
- d. Employment information on all household members (and if applicant is unemployed, date unemployment began and type of work done before).
- e. All other income for the household including: wages, salaries, bonuses, pensions, social security, disability, unemployment, self employment, rental income, interest, dividends, public assistance, alimony, child support, and income derived from assets.
- f. Information regarding mortgage and other debt against the property.
- g. Insurance information including name of insurer, agent, address, policy number, and type, amount, and dates of coverage.

The applicant shall provide documentation in support of the application such as copies of: deed, mortgage(s), pay stubs, driver's license, social security card, judgments, death certificates, and tax statements. Applicants will also be asked to provide a signed copy of their last IRS tax return (last two returns for self-employed persons) and copies of their insurance policies, as well as certifications regarding the receipt of any insurance or FEMA payments for damages to the property.

At the time of application submission, a preliminary review is made of the information provided and the applicant is requested to sign certain pertinent release forms that enable CCA to verify information in the application with outside parties. Other such forms may also be signed by the applicant at later times as the need arises in the process of reviewing the application. These release forms for example include: employment verification, social security benefits verification, and mortgage verification.

## **INITIAL PROPERTY INSPECTION**

An initial inspection of the property shall be performed by a CCA inspector in order to assess

conditions at the property and to determine if rehabilitation is necessary and feasible. An assessment of conditions at the property is intended to reveal deficiencies at the property that do not meet applicable housing and building codes. The initial inspection shall establish the presence of deficiencies in such areas as plumbing, electrical, roofing, structural, doors, windows, etc. The initial inspection shall examine the presence of un-permitted additions and enclosures at the property, and assess the feasibility and practicality of improving such additions or enclosures such that they comply with applicable codes (and in the alternative the removal of any such un-permitted additions or enclosures).

In addition to the above, the initial inspection shall also establish the necessity and feasibility of rehabilitation. Rehabilitation shall be deemed not necessary, when a property is found to be in conformance with existing codes, and no deficiencies are found, or when the deficiencies found at a property are of a minor nature such that the cost of correction is \$1,000 or less (except for emergency conditions where there exists a danger to the health or safety of the occupants or the general public). It is recognized that this Program is not intended to assist in correcting minor deficiencies that arise from time to time in the life of a structure through ordinary wear and tear which can be addressed through routine maintenance.

Rehabilitation shall be deemed feasible when the cost of complying with the requirements of these policies can be achieved within the funding limits established for this Program. In order to be deemed "feasible," the cost of meeting the requirements of applicable code standards, lead-based paint remediation, handicap accessibility, etc. must be within the Program's funding limits. In the event that the cost of complying with the requirements of the guidelines exceeds the funding limits established for this Program, rehabilitation may still be deemed feasible if the sum of the amount funded through this Program plus amounts funded by the applicant are sufficient to meet the cost of complying with the requirements of these guidelines. Projects deemed not feasible shall be rejected through a written notice to the applicant.

## **VERIFICATION PROCESS**

During the verification process, information provided by the applicant is verified with the applicant's permission through outside parties and additional information is also obtained that is necessary in reaching a decision on whether to proceed with the improvements at the applicant's property.

### **A. Income Verification**

The applicant's household is verified in order to establish eligibility under the Program. A household is defined as follows: All 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 other group of related or unrelated persons who share living arrangements (See, 24 CFR Part 570). A household shall be regarded as being eligible to receive assistance under this Program if the projected prevailing rate of household annual income received from all sources by household size is at or below or 120% of the applicable median family income for the West Palm Beach-Boca Raton Metropolitan Statistical Area. The current median income and schedule of qualifying incomes by household size shall be as revised and published in the Federal Register by the United States Department of Housing and Urban

Development ("HUD"), from time to time. The household annual income information to be used for eligibility determination under this program shall be that in effect on the date funding is approved for each applicant. Annual income of all household members shall be determined according to the following:

- (1) The full amount of wages and salaries, commissions, fees, tips, bonuses, and compensation for personal services, before any deductions for taxes, bonds, dues, payroll deductions, other items.
- (2) The net income after business expenses from operation of a non-farm business (or profession) and self-employment income (including proprietorships and partnerships).
- (3) Interest, dividends, net rental income or royalty income or income from estates and trusts (and any other net income of any kind from real or personal property);
- (4) Social Security or railroad retirement income.
- (5) Supplemental Security Income (SSI), Aid to Families with Dependent Children (AFDC), or other public assistance, or public welfare payments (including food stamps).
- (6) Retirement, survivor, or disability pensions (including annuities).
- (7) Any other sources of income received regularly, including veterans (VA) payments, unemployment compensation, and child support, or alimony (and including regular over-time income, unemployment, workers compensation, severance pay, insurance payments, or regular contributions or gifts received from persons not residing in the dwelling).

Income shall be verified through use of verification forms signed by the pertinent household member authorizing verification by the source of income or by obtaining documentation produced by a third party that establishes income information. Verification forms may include forms such as:

- employment verification
- unemployment benefit verification
- pension benefit verification
- social security benefit verification
- disability benefit verification
- veteran's benefit verification
- interest income verification

Each income earning household member must provide a signed copy of their last IRS return including attachments (last 2 returns for a self-employed person). It is recognized that IRS rules do not require the filing of a return if a person's income is below a certain amount as established by the IRS and revised from time to time. In such instance where an income earning household member does not file a return, a notation shall be so indicated on the application form.

In the course of establishing and verifying household income for each applicant, CCA Staff may reconcile annual income information with annual household expenses reported by the applicant or determined by CCA. While reviewing this income and expense data, the CCA shall examine such data for consistency allowing for reasonable living expenses of the household (such as food,

clothing, and transportation). Where annual obligations and other household expenses appear to constitute substantial portions of household income not allowing room for reasonable living expenses such as described above, CCA shall further investigate annual income and expense information with the applicant in order to resolve unreconciled differences between both. If resolution of such matters cannot be reached to the satisfaction of CCA, the applicant's request for assistance may be suspended until satisfactorily resolved or else may be rejected.

#### **B. Title Verification**

The title to the property proposed for rehabilitation shall be verified through an Owner and Encumbrance Report. The Owner and Encumbrance Report is obtained in order to establish that the applicant is the fee simple title holder of record, to establish how title is held, and to establish whether there are any encumbrances on the property. An Ownership and Encumbrance Report and a tax and lien search shall include the following:

- a. The name (and address, if available) of the owner appearing on record.
- b. The legal description of the parcel as shown by the conveyance(s) by which the record owner acquired title.
- c. Identification of the conveyance(s) by which the present owner acquired title, including: the date of the conveyance(s); the date, book and page numbers, and place of recordation; the name (and the address, if available) of the grantor of such conveyance(s); the stated consideration.
- d. Identification of any mortgage, or encumbrances placed of record, their amounts, dates, book and page numbers, and dates of recordation; name of grantor, and grantee and any assignments.
- e. Identification of any liens and/or judgements, their type, amount, dates, book and page numbers, and dates of recordation, and from whom and against whom such were placed.
- f. Other pertinent information such as recorded death certificates or marriage certificates.
- g. Outstanding estates and other rights of interests of record, including easements, use restrictions, mineral rights, leases, and any known, but unrecorded, interest of other parties. Sufficient information shall be furnished to disclose the probable effect of such outstanding interests on the title of the record owner.
- h. Outstanding special assessments, if any, for public improvements such as streets, sidewalks, public utilities, and similar public facilities.
- i. The amount of real estate taxes for the current year and the assessed valuation.
- j. A tax/lien search showing all matters pertaining to but not limited to all tax certificates sold and delinquent taxes.

#### **C. Lead-Based Paint Verification**

All dwelling units built before January 1, 1978, shall be inspected for the presence of lead-based paint as required by applicable lead-based paint regulations. An EPA certified lead-based paint inspector, who is also an EPA certified lead-based paint risk assessor shall perform a surface-by-surface investigation (of interior and exterior painted, stained, varnished or shellacked surfaces) in order to determine the presence of lead-based paint, and shall submit to the CCA a report of the inspections findings. The report shall identify surfaces containing lead-based paint

which are in a stable condition (regarded not to constitute a hazard), and surfaces which contain lead-based paint and are deteriorated or subjected to friction or impact (regarded to constitute a hazard). The findings of the report shall be used in preparing the work items intended to accomplish lead-based paint remediation, and shall be used for the preparation and provision of the Lead-based Paint Notice of Evaluation and/or Presumption as required by applicable regulations.

### **WORK WRITE-UP PREPARATION**

If upon review of the information verified through the preceding process (particularly income, and property ownership), the applicant appears to be qualified, a work write-up is prepared by the CCA for the rehabilitation project. The work write-up shall be a detailed list of construction specifications, the execution of which will correct the deficiencies at the property and will upgrade the property to the extent practicable and feasible to applicable housing and building code standards. The work write-up shall also include work items that encompass lead-based paint remediation and hurricane protection, and may include energy efficiency and conservation items, work items for the removal of architectural barriers, and general property improvement items.

#### **A. Hurricane Protection**

The work write-up shall include work items that address hurricane protection as required by code. Additional hurricane protection measures not required by code may be included in the work write-up to the extent practicable and feasible. The purchase or installation of hurricane shutters or panels is not allowed under this program.

#### **B. Disability Accommodations**

In the event that an applicant and/or a household member has a disability (such as a physical, neurological, mental, or emotional impairment) that comes to the attention of the CCA, an affidavit shall be obtained from the applicant/household member which contains remedies proposed by the affiant to accommodate the disability that can be undertaken through the program. When the disability is expected to be of long, continued, and indefinite duration, and if the disability substantially impedes the person's ability to live independently, and if the disabled person's ability to live independently can be improved by more suitable housing conditions, then the work write-up shall include such work items (remedies proposed by the affiant) that would accommodate the disability and that can be undertaken through the program.

#### **C. Air Conditioning**

Work write-ups may contain items that address air conditioning as follows:

- a. Existing faulty air conditioning equipment may be repaired or replaced (when repair is infeasible). Replacement may be effectuated with the same or similar equipment (e.g. replacement of a wall unit with a wall unit would be considered as the same equipment, replacement of a window unit with a wall unit is similar equipment).
- b. New air conditioning equipment may be provided if there is a compelling health reason justified by a doctor's medical report (medically necessary) and/or economically feasible.

#### **D. Rehabilitation/Demolition of Un-Permitted Enclosures and Additions**

The work write-up shall provide for the improvement of existing un-permitted additions and enclosures such that they comply with applicable codes if feasible and practical. Un-permitted additions and enclosures that are not feasible or practical to improve shall be demolished. Mortgagee/lien-holder consent to demolish shall be obtained when there are existing mortgages/liens on the property.

**E. Lead-Based Paint Remediation**

The work write-up shall include items that achieve remediation of surfaces which contain lead-based paint and which are expected to be disturbed during the process of rehabilitation construction, as well as items that achieve remediation of surfaces which contain lead-based paint and are deteriorated or subjected to friction or impact and regarded to constitute a hazard.

**F. Asbestos Control Review**

The work write-up shall be accompanied by a completed Asbestos Control Review form in compliance with applicable procedures provided herein. The purpose of this form is to establish if there are suspect asbestos containing materials and if there is a current or prior non-residential (commercial) use of the property (such occurrence would require follow-up action including an asbestos survey of the property and sample laboratory testing of building materials with asbestos abatement where necessary). Should asbestos be found (or assumed to be found) at the property applicable statutes, regulations, and guidelines shall be followed in connection with undertaking the rehabilitation construction work.

**G. Applicant's Work Write-Up Review and Approval**

Upon complete preparation of the work write-up, the applicant shall be asked to sign a review and approval statement the intent of which is:

- a. To assure that the work write-up has been reviewed with the applicant.
- b. To assure that the applicant understands the specifications of the work to be performed on the applicant's property.
- c. To obtain the applicant's agreement that no changes to the work write-up specifications will occur except for items needed to meet housing or building code requirements.
- d. To secure the applicant's authorization allowing the CCA to obtain bids for the work contained in the work write-up.

**H. Cost Estimate**

The preparer of the work write-up shall also prepare a written itemized in-house cost estimate of the work contained in the work write-up. The cost estimate shall serve as a basis for evaluating bids received for the work.

**BIDDING AND BID EVALUATION**

Bids for the work detailed in the work write-up shall be solicited from contractors on the CCA's pre-qualified list. Contractors' names are placed on the bidder's list after each Contractor has submitted an application which has been reviewed in accordance with applicable procedures. The three primary requirements for contractors are:

- City of Lake Worth registration
- License (state or county)
- Insurance (general liability, auto liability, and worker's compensation)

Contractors are required to submit sealed bids for the work contained in the work write-up after visiting the applicant's property to acquaint themselves with existing conditions. Bids shall be submitted prior to the deadline for bid submissions, after which they are opened by a specified CCA representative. Bid openings are open to bidders, applicants, and the general public. At the bid opening the CCA's designated representative shall open the bids and announce the name of the Contractor and the bid amount. The announced bids shall be recorded on a bid spreadsheet showing each bidder's name and total amount bid.

After all bids are opened and announced, the CCA shall review all bids for completeness, and calculate the sum of all the individual items contained in each bid to check for discrepancies between such sum and the amount read at the bid opening. Where a discrepancy exists in a bid between the true and correct sum of itemized costs and the total announced at the bid opening, the true and correct mathematical sum of itemized costs shall prevail and the spreadsheet shall be noted accordingly.

Upon close examination of all bids, the CCA will make a determination on the lowest, most responsive, responsible bidder that best meets the terms, conditions, and specifications of the bid and that will result in the best interest of the applicant and the CCA.

The CCA shall evaluate the bids to establish whether the total bid is within the funding limit, and whether lead-based paint remediation items are within the allowable funding amount. Where the total cost bid exceeds the funding limit, CCA shall explore ways to adjust the scope of work to within such limit. Any such changes to the scope of work shall be incorporated into a change order to be executed simultaneously with the construction contract after funding approval. The applicant shall also be provided an opportunity to provide any funds needed for the project above the funding limit.

The bidding process also includes obtaining bids for treatment of termite and other wood destroying organisms where such infestation is found at the property. Bids are obtained in like manner as described above and the lowest responsive bidder is determined. Funding is recommended for the lowest, most responsive, responsible bidder both for construction and extermination. Should the applicant wish to select another bidder, then the difference in cost between the lowest bidder and that selected by the applicant shall be funded by the applicant.

Final application reviews and bid recommendations will be forwarded to the CCA Committee who will make the final funding determination.

## **PROGRAM COSTS AND FUNDING LIMITS**

### **A. Eligible Program Costs**

The following expenses shall be regarded as eligible costs under this Program:

- a. Labor, materials, and other costs of rehabilitation of properties, including emergency type repairs directed toward a severe accumulation of deferred maintenance, removal of material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons, replacement of principal components of existing structures (electrical, plumbing and structural) and renovation through alterations, additions to, or enhancement of existing structures which may be undertaken singly, or in combination;
- b. Roofing repairs which entail work beyond shingle replacement;
- c. Plumbing repairs which entail work beyond cosmetic or fixture only replacement;
- d. Structural repairs which are approved by City of Lake Worth Code Compliance Standards;
- e. Connection of residential structures to water distribution lines or local sewer collection lines;
- f. Costs of inspecting, testing, and abatement of lead-based paint and asbestos containing materials pursuant to applicable regulations;
- g. Costs associated with the processing of rehabilitation applications such as a title search or state and local fees for recording documents prepared in conjunction with this program;
- h. Costs of obtaining construction related professional services including architectural, engineering, and surveying services, including the preparation of related technical documents, and inspections associated with execution of the content of such documents as pertains to the rehabilitation work;
- i. Costs of performing inspections of termite or other wood destroying organisms and extermination thereof;
- j. Construction contingency funds at an amount which is the lesser of five percent (5%) of the construction contract amount.
- k. Costs associated with asbestos containment or asbestos removal may be considered when necessary

**B. Funding Limits**

- a. Funding in the form of a loan shall be provided for the above stated eligible costs in the following manner:
  - (1) Maximum amount per project: \$20,000.
  - (2) Interest rate: Zero percent (0%).
  - (3) Term: Ten (10) years
  - (4) Security: A mortgage and promissory note (to be recorded in the public records).
  - (5) Repayment: No repayment during the ten (10) year term of the mortgage is due, except that the entire principal amount of this loan (and any other amounts required by the mortgage) shall be repaid by the applicant in the event of default as specified in the mortgage including the sale, transfer of title to, or disposition of, the mortgaged property. The amount owed to the CCA shall be reduced by 20% per year after the conclusion of the fifth year. After ten (10) years, if the conditions of the mortgage and promissory note have been met, the CCA shall issue a satisfaction of mortgage.
- b. Funding in the form of a grant up to \$10,000 for costs associated with lead-based paint for each qualified single family detached dwelling unit. These unsecured funds shall be over and

above the Program funding limit established above for rehabilitation expenses. This amount includes costs such as inspection and risk assessment report fees, clearance testing, lead-based paint hazard reduction or control costs. Due to funding limits, up to three grants will be awarded per fiscal year unless otherwise voted by the CCA Committee.

### **PROJECT APPROVAL**

Upon assurance of project compliance with Program guidelines, and the formulation of a funding recommendation which shall be included in a financial write-up of the project, the CCA Committee, is authorized to approve a project that is within the funding limits established herein.

Any project that requires approval with a waiver to these policies shall be submitted for consideration to the CCA Committee.

### **PROJECT CLOSING**

Upon funding approval of the project, the CCA shall prepare certain project documents to be executed by the applicant at the closing which shall, to the extent possible, also be attended by the contractor who is to perform the rehabilitation work. As a pre-requisite to closing, the CCA shall conduct a pre-construction site conference with the applicant and the contractor to review the intended rehabilitation work, and shall obtain from the contractor evidence of insurance. At the closing, CCA staff shall review all documents with the applicant prior to execution. The documents to be executed by the applicant shall include:

- Mortgage (in favor of City or CRA depending upon location of Property)
- Promissory Note
- Notice of Commencement
- Contract for Exterminating Services (if necessary)
- Notice to Proceed
- Construction Contract (countersigned by the contractor)

**Note: All owners of record (including the applicants who reside at the property and owners who reside elsewhere) must execute the mortgage and promissory note.**

After the closing, the executed mortgage, promissory note, and notice of commencement shall be sent by the CCA for recording in the Palm Beach County Clerk of Courts public records department.

### **REHABILITATION CONSTRUCTION**

The CCA shall inspect work in progress being performed by the contractor and review and approve all construction draws made against the contract. The applicant shall approve all work requested for payment. A five percent retainage shall be applied to each progress draw, with the accumulated retainage amount released in conjunction with final payment.

All lead-based paint remediation and rehabilitation construction activities, notifications, clearance testing, and related documentation shall be carried out in compliance with HUD lead-based paint regulations for projects funded under this program.

During construction, change orders for unforeseen code related work items necessitating an increase in the contract amount may be approved provided contingency funds are available. The applicant shall be given the opportunity to make up any contract short fall resulting from a change order.

Upon completion of the work, the contractor shall ensure that all work has been approved by the building department with jurisdiction over the project, and obtain the necessary permit approvals. The contractor shall request a final inspection by the CCA which shall be followed by the CCA providing the contractor with a punch list of deficiencies to be completed prior to final payment if such deficiencies exist.

When the work is fully completed, the CCA shall obtain the applicant's approval of final payment and make payment subject to receipt of approved building permits, contractor's release of lien and contractor's warranty. The warranty given by the contractor shall be for a one-year period from date of completion for all work except that all roof work shall be warranted for five years. The contractor shall also provide the applicant with manufacturers' warranties for equipment and appliances. Extermination, if necessary, shall be carried out after completion of construction.

#### **LOAN CLOSEOUT**

Loan closeout shall be performed after all project contracts, invoices, and expenses have been paid. A final itemized listing of all payments made shall be prepared after said reconciliation, which list shall also show any undisbursed funds and their disposition. This list, in the form of a Closeout Statement, shall be placed in the applicant's case file with a copy provided to the applicant.

#### **OTHER RELATED MATTERS**

- A. Funding Retained/Escrowed:** All funding approved under this Program shall be retained by the CCA for payment of goods and/or services intended for the benefit of the applicant. The CCA, as the applicant's disbursing agent, shall only make payment for costs regarded as eligible expenses under this program where goods and/or services have been delivered, installed, and/or performed. In such cases where the applicant is providing a cash contribution to the project, payment of such contribution shall be made to the CCA and escrowed by the CCA for the intended purpose whereupon it shall be disbursed as specified above.
- B. Additional Funding:** Requests for additional funding in excess of amounts approved for a project may be approved by the CCA Committee provided that the sum of additional funding and original project funding does not exceed the funding limits established in these guidelines.

- C. Termination of Funding:** Termination of funding and acceleration of loan repayment may be undertaken by the CCA during the rehabilitation process if:
- (1) The applicant refuses or fails to allow the rehabilitation work to commence within thirty (30) days from contract award.
  - (2) The applicant refuses or fails to allow completion of rehabilitation after commencement.
  - (3) The applicant refuses to authorize payments associated with the project which have been deemed payable by CCA Staff.
  - (4) An event of default occurs as specified in the mortgage or promissory note.

Notice shall be given to the applicant of such termination and/or acceleration, as appropriate, with follow-up action by the CCA Attorney where necessary.

- D. Satisfaction of Mortgage:** A satisfaction of mortgage shall be processed by CCA when the applicant complies with all the terms and conditions contained in the mortgage and promissory note. Upon approval and issuance, a satisfaction of mortgage shall be recorded in the public records of Palm Beach County and the original shall be transmitted to the applicant. The original recorded satisfaction of mortgage document shall be accompanied by the original promissory note when transmitted to the applicant. Approval is hereby provided to the CCA Committee to execute satisfactions of mortgage when all the terms and conditions contained in the mortgage and promissory note have been complied.

- E. Assumption of Mortgage:** A mortgage granted to the CCA in exchange for rehabilitation funding assistance may be assumed for the remaining term of the mortgage in the event of the death of the surviving applicant that received such assistance provided that the person wishing to assume such mortgage:

- (1) Is a legally recognized beneficiary to the estate of the deceased surviving applicant who has been granted legal or equitable possession of the rehabilitated property by a court of competent jurisdiction, and
- (2) Intends to occupy the property as his/her principal place of residence, and
- (3) Submits proof of qualification of homestead for the property which is encumbered by the CCA's mortgage.

- F. Date Validity of Documents:** The below identified documents contained in applicant files at the time of funding approval under this Program shall be no more than six months old:

- Income verifications and income affidavits.
- Ownership and encumbrance report.
- Evidence of owner's funding.

Note: Construction and extermination contractors bid proposal validity date may be extended by a letter from the contractor.

## CITY OF LAKE WORTH UTILITIES - CONSERVATION TRAINING PROGRAM

Sustainability is consciously working to have a desirable quality of life while at the same time remaining mindful of future generations' right to do the same thing. It is using resources today with an eye on making sure there will still be resources for others to use tomorrow. Conserving energy and water not only helps to reduce the need for non-renewable resources but also translates into financial savings.

Energy conservation means making an effort to reduce the consumption of natural energy sources like electricity and water. The City of Lake Worth Conservation Training Program is designed to educate our customers on the importance of conserving sustainable energy resources. This program is committed to helping citizens conserve precious resources and helping to save money on their monthly utility bills.



The program works in conjunction with the CCA's Conservation and Rehabilitation program process and it is offered not only to all accepted applicants of the Conservation and Rehabilitation program (CRP) but also to all City of Lake Worth utility customers. Training sessions are designed so customers can learn how to reduce utility costs by conserving both electric and water usage. The program will also serve to educate residents and businesses in new technologies to result in more energy efficient homes.

Learning will not be confined to just current customers however. Training will also be conducted off site and in schools and neighborhoods to teach residents and students about conservation, new technologies and careers in energy.

The Training Program will include:

- Professional classes for City Staff so new techniques and technologies are incorporated into the program
- Annual workshops for middle-to-high school students on energy literacy to include information about understanding the nature of energy in the world in their daily lives and also various careers in energy
- Energy audits on request
- Tours of "energy efficient" or "green" homes in the City
- Bi-annual public workshops on residential energy saving techniques and tools
- On demand meetings with businesses wishing to increase their energy savings
- The production of a "Green Guide" to help homeowners save money and maintain "green elements" that can/ have been installed in their homes
- The development of an on-line guide to help keep residents and businesses updated on the latest electric innovations available in the City and tips for energy savings
- Produce quarterly articles in the City's newsletter, titled "Worth Noting" to educate the public about not only the improvements here in the City but new energy advances and projects in other places

Funding for the program will also be used to continuously develop innovative, cost effective and energy savings solutions for residents and businesses. Learning materials will also be produced and updated for homeowners, renters, businesses and students. Innovations that promote sustainability are continually advancing. It is our goal to not only keep abreast of these innovations but to share and promote them to the people we serve.

DRAFT

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKE WORTH AND  
THE LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY FOR  
THE RESIDENTIAL CONSERVATION AND REHABILITATION PROGRAM**

**THIS INTERLOCAL AGREEMENT ("Agreement")** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the **CITY OF LAKE WORTH**, a Florida municipal corporation, (hereinafter referred to as "City"), and the **LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY**, a Florida public agency created pursuant of Chapter 163, Florida Statutes, (hereinafter referred to as the "CRA").

**WITNESSETH:**

**WHEREAS**, the CRA desires to partner with the City for the development and execution of a residential conservation and rehabilitation program which will address making improvements to owner occupied residential structures primarily related to energy conservation; and

**WHEREAS**, pursuant to Section 163.01, Florida Statutes, the CITY and the CRA may enter into an Interlocal Agreement to provide for services and programs that will benefit the citizens and residents of the City of Lake Worth; and

**WHEREAS**, the City desires to create a consortium of entities for the purposes of administering, managing and executing a thorough Home Owner Conservation and Rehabilitation Program (the "Program") for qualified property owners; and

**WHEREAS**, the Program will assist the City and the CRA in addressing slum and blighted conditions in the residential areas within the City, including the Community Redevelopment Area, consistent with the requirements of Chapter 163, Part III, Florida Statutes; and

**WHEREAS**, The Program will be administered by the newly formed CCA Consortium that includes the City, the CRA, and several non-profit organizations including Adopt-a-Family of the Palm Beaches Inc. and Community Partners; and

**WHEREAS**, The Program will work in cooperation with the City's Utility Department, the CRA, and related case management services to provide technical and financial assistance to qualified property owners (with residential structures containing one detached dwelling unit) for the purpose of addressing residential energy analyses and possibly urgent/emergency conditions to meet applicable housing and building code standards; and

**WHEREAS**, as part of the Program, the City will also provide homeowners with free Conservation Audit Reports, access to funding for weatherization, housing rehabilitation and when needed, to social service programs; and

**WHEREAS**, the City and the CRA find that the Program to be established through this Agreement is consistent with the City's Community Redevelopment Plan,

serves a municipal and public purpose, and is in the best interest of the health, safety, and welfare of the citizens and residents of the City of Lake Worth.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. The recitations set forth above are hereby incorporated herein by reference.

2. The CITY and CRA by entering into this Agreement desire to establish a Residential Conservation and Rehabilitation Program (the "Program") to address energy conservation, and related improvements in residential dwellings within the municipal boundaries of the City of Lake Worth, including the Lake Worth Community Redevelopment Area. The Program will include, but not be limited to having the CITY's Utility Department perform a Conservation Audit and provide a Conservation Audit Report at no charge to the homeowner who is the occupant of the residential dwelling located within the City boundaries. Energy efficiency measures/recommendations will be provided as part of the Conservation Audit Report to as many homeowner occupied residential dwellings in the City as feasible.

3. The CITY and CRA agree that it is to their mutual benefit and interest to work cooperatively to achieve this collective mission and their individual mission pursuant to the terms and conditions of this Agreement. Both parties agree that the Residential Conservation and Rehabilitation Program goals and actions are aligned with each organization's mission. Furthermore, the CITY, CRA and Consortium members agree to coordinate priorities, actions and resources for the greater good of the community.

4. In furtherance of the goals of the Program, the CITY agrees to allocate employees to provide assistance to the Consortium with respect to providing residential conservation or rehabilitation assistance for properties located outside of the boundaries of the City's Community Redevelopment Area. The CRA agrees to allocate CRA employees to provide assistance to the Consortium for properties located inside the City's Community Redevelopment Area boundaries.

5. The CITY and the CRA agree to appoint employees to serve on a Committee that reviews funding recommendations for improvements to residential structures intended to benefit from the Program.

6. The CITY and CRA shall also provide funding in their annual budgets, in an amount to be determined, so that the CRA may establish an account, to be administered by the CRA, with regular reports given to the CCA Consortium members, for use in the Residential Conservation and Rehabilitation Program. The funding amounts shall be agreed to by the City and the CRA no

later than June 15<sup>th</sup> of each calendar year so that the funds may be properly included in each entity's annual budget.

7. At the end of each fiscal year, the CCA shall recommend funding requests to the CITY, CRA, and other CCA Members. At that time the CITY may continue to fund the program or terminate the Agreement. (Need to add more language...trying to get a better handle on how the funds will be budgeted, allocated, and funded).

8. Any funds received from the Voluntary Utility Support Program called "Care to Share" (which entity provides these funds?) shall be given to the CCA Consortium to cover Emergency Residential Utility Costs.

9.. The term of this Agreement is for a period of one (1) year from the date that this Agreement is signed by the CITY. The Agreement may be renewed for additional one (1) year terms upon the execution of a written amendment to this Agreement. The CITY and CRA shall review the Program on an annual basis in order to ensure that it is fulfilling its purpose and to make any necessary amendments to this Agreement, or to the Program. Either party may terminate this Agreement upon thirty (30) days written notice without penalties or liabilities.

Termination notices shall be mailed, certified mail, hand delivered, and receipted therefore, or faxed respectively to:

CITY: Michael Bornstein, City Manager  
City of Lake Worth  
7 N. Dixie Highway  
Lake Worth, FL 33460

CRA Joan Oliva, Executive Director  
Lake Worth CRA  
29 South "J" Street  
Lake Worth, FL 33460

10. The CITY's and CRA's obligations under this Agreement are subject to annual budgeting and appropriation by the City Commission and the CRA Board of Commissioners.

11. This Interlocal Agreement shall be filed pursuant to the requirements of Section 163.01(11) of the Florida Statutes.

11. No prior or present agreements or representation with regard to any subject matter contained within this Agreement shall be binding on any party unless included expressly in this Agreement. Any modification to this Agreement shall be in writing and executed by the parties.

12. The validity of any portion, article, paragraph, provision, clause, or any portion thereof of this Agreement shall have no force and effect upon the validity of any other part of portion hereof.

13. This Agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

14. Neither the CITY nor the CRA shall assign or transfer any rights or interest in this Agreement.

15. This Agreement shall not be valid until signed by the Mayor and the City Clerk.

ATTEST:

CITY OF LAKE WORTH

\_\_\_\_\_  
Pamela Lopez, City Clerk

By: \_\_\_\_\_  
Michael Bornstein, City Manager

Approved as to Form:

\_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

ATTEST:

LAKE WORTH COMMUNITY  
REDEVELOPMENT AGENCY

\_\_\_\_\_  
Joan Oliva, Executive Director

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**Memorandum of Understanding**  
**Between**  
**LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY**  
**and**

**Adopt-a-Family of the Palm Beaches, Inc.**  
Regarding the Residential Conservation & Rehabilitation Program

This Memorandum of Understanding (MOU) establishes a *joint collaboration* between the LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY ("CRA") and Adopt-a-Family of the Palm Beaches, Inc. ("AAF")

**I. BACKGROUND**

This Residential Conservation & Rehabilitation program was created by the City of Lake Worth ("City") and the CRA, to address conservation and housing needs within the Lake Worth Community Redevelopment Area and City of Lake Worth. The program will be administered by the newly formed CCA Consortium that includes the City, the CRA, non-profit organizations including Adopt-a-Family of the Palm Beaches Inc., and other Community Partners. The Program works in cooperation with the City's Utility Department, the CRA, and case management services to provide technical and financial assistance to qualified property owners, with residential structures containing one detached dwelling unit, for the purpose of addressing residential energy analyses and possibly urgent/emergency conditions to meet applicable housing and building code standards. The program provides qualified homeowners with free Conservation Audit Reports, access to funding for weatherization, housing rehabilitation and when needed, to social service programs.

**II. PURPOSE**

This MOU defines the partnership between the CRA and AAF. The goal of this partnership is to:

1. Help increase a home's efficiency and identify possible energy savings.
2. Preserve and upgrade the existing housing stock and enhance the quality of neighborhoods;
3. Promote decent, safe and sanitary housing conditions and eliminate blighted conditions;
4. Enhance the aesthetic appeal of low income neighborhoods;
5. Maintain or increase property values, and stabilize or augment the tax base.

The City Utility Department will be the first point of contact, providing a Home Conservation Audit for a qualified Lake Worth homeowner. Once an audit is complete, and if the program's initial criteria are met, the homeowner will be referred to the Consortium for further review. Consortium members shall work together to insure that appropriate resources are provided to qualified homeowners in the City who desire to participate in this Program.

**III. STATEMENT OF MUTUAL BENEFIT AND INTEREST**

The parties to this MOU have separate missions for which they are committed; however, each party's individual mission hinges together with shared responsibility. These responsibilities include but are not limited to the following:

1. Adopt-A-Family of the Palm Beaches, Inc. - Provide a case manager for the Residential Conservation and Rehabilitation Program ("Program"). This "CCA Case Manager" will complete an intake and assess potential program candidates at a maximum of five per month.
2. CCA Case Member ("CCA-CM") - Conduct a thorough needs assessment with the applicant. Factors contributing to the instability of the home will be explored. The CCA-CM and applicant will discuss the applicant's potential to qualify for mainstream benefits such as food stamps, Medicaid, and subsidized childcare.
3. The CCA-CM will offer referrals and linkage to community partners for beneficial services such as reduced rate bus passes, healthcare, job training programs, and therapeutic services. At the conclusion of the appointment, the CCA-CM will complete an Action Plan with the homeowner, both for the Program and linkage to community services. Following the completion of the intake appointment, the file will be transferred to the CRA for evaluation and possible program approval.

The above parties agree that it is to their mutual benefit and interest to work cooperatively to achieve this collective mission and their individual mission.

#### **IV. DESCRIPTION OF PARTNERS - N/A**

#### **V. RESPONSIBILITIES**

EACH PARTY SHALL:

1. Agree that the Residential Conservation and Rehabilitation Program have goals, objectives, and actions that are aligned with each organization's mission.
2. Agree to coordinate priorities, actions, and resources for the greater good of the communities.
3. Recognize that other organizations may be involved, but are not listed as partners, and may be required to assist in endeavors critical to the purposes of this MOU under separate formal arrangements. Such assistance may include but not be limited to: managing funds, writing grant applications, professional services, providing consultation, education, and facilitation.

#### **VI. TERMS OF UNDERSTANDING**

The term of this MOU is for a period of **1 year** from the effective date of this MOU and may be extended upon written mutual agreement. It shall be reviewed at least annually to ensure that it is fulfilling its purpose and to make any necessary revisions. Either party may terminate this MOU upon thirty (30) days written notice without penalties or liabilities.

#### **VII. AUTHORIZATION**

The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their ability, the objectives stated in the MOU. The individual signing below represents that they have the authority to sign on behalf of the MOU on behalf of its organization, and to contribute to its further development with respect to the Lake Worth Residential Conservation and Rehabilitation Program along with the City of Lake Worth Community Redevelopment Agency. Furthermore, the CRA's obligations are subject to specific budgeting appropriation approval by the CRA Board of Commissioners.

LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY

Signature \_\_\_\_\_  
Joan C. Oliva, Executive Director

Signature \_\_\_\_\_  
\_\_\_\_\_, Director

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**Memorandum of Understanding**  
**Between**  
**LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY**  
**and**  
**Community Partners**  
Regarding the Residential Conservation & Rehabilitation Program

This Memorandum of Understanding (MOU) establishes a *joint collaboration* between the LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY and Community Partners ("CP")

**I. BACKGROUND**

This Residential Conservation & Rehabilitation program was created by the City and CRA, to address conservation and housing needs within the Redevelopment area and City of Lake Worth. The program will be administered by the newly formed CCA Consortium that includes the City, the CRA and non-profit organizations including Adopt-a-Family of the Palm Beaches, Inc. and Community Partners. The Program works in cooperation with the City's Utility Department, the CRA and case management services to provide technical and financial assistance to qualified property owners (with residential structures containing one detached dwelling unit) for the purpose of addressing residential energy analyses and possibly urgent/emergency conditions to meet applicable housing and building code standards. The program provides homeowners with free Conservation Audit Reports, access to funding for weatherization, housing rehabilitation and when needed, to social service programs.

**II. PURPOSE**

This MOU defines the relationship between the LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY and the roles each Party is expected to play. The goal of this partnership is to:

1. Help increase a home's efficiency and identify possible energy savings.
2. Preserve and upgrade the existing housing stock and enhance the quality of neighborhoods;
3. Promote decent, safe and sanitary housing conditions and eliminate blighted conditions;
4. Enhance the aesthetic appeal of low income neighborhoods;
5. Maintain or increase property values, and stabilize or augment the tax base.

The City Utility Department will be the first point of contact, providing a Home Conservation Audit for a Lake Worth home-owner. Once an audit is complete and if the program's initial criteria are met, the home owner and potential applicant will be referred to the Consortium for further review. Consortium members shall work together to insure that appropriate resources are provided to qualified house-holds in the City.

**III. STATEMENT OF MUTUAL BENEFIT AND INTEREST**

The parties to this MOU have separate missions for which they are committed; however, each party's individual mission hinges together with shared responsibility. These responsibilities include but are not limited to:

- Services through BRIDGES to include, financial education, coaching, home maintenance education and other services yet to be defined
- Securing capital, through Neighborworks or other funders, for use in the program

The above parties agree that it is to their mutual benefit and interest to work cooperatively to achieve this collective mission and their individual mission.

#### IV. DESCRIPTION OF PARTNER – Non-profit Organization

#### V. RESPONSIBILITIES

EACH PARTY SHALL:

- A. Agree that the Residential Conservation and Rehabilitation Program have goals, objectives, and actions that are aligned with each organization's mission.
- B. Agree to coordinate priorities, actions, and resources for the greater good of the communities.
- C. Recognize that other organizations may be involved, but are not listed as partners, and may be required to assist in endeavors critical to the purposes of this MOU under separate formal arrangements. Such assistance may include but not be limited to: managing funds, writing grant applications, professional services, providing consultation, education, and facilitation.

#### VI. TERMS OF UNDERSTANDING

The term of this MOU is for a period of 1 year from the effective date of this MOU and may be extended upon written mutual agreement. It shall be reviewed at least annually to ensure that it is fulfilling its purpose and to make any necessary revisions. Either party may terminate this MOU upon thirty (30) days written notice without penalties or liabilities.

#### VII. AUTHORIZATION

The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their ability, the objectives stated in the MOU. The individual signing below represents that they have the authority to sign on behalf of the MOU on behalf of its organization, and to contribute to its further development with respect to the Lake Worth Residential Conservation and Rehabilitation Program along with the City of Lake Worth Community Redevelopment Agency.

LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY

Signature \_\_\_\_\_

Joan C. Oliva, Executive Director

\_\_\_\_\_  
Signature

Community Partners , President and CEO

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