



CITY OF MURFREESBORO
COMMUNITY DEVELOPMENT DEPARTMENT
EMERGENCY REPAIR PROGRAM

Policies and Procedures Manual





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POLICIES AND PROCEDURES MANUAL
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1. EMERGENCY REPAIR PROGRAM

1.1 PURPOSE

The City of Murfreesboro's Emergency Repair Program assists qualified very-low income homeowners with repairs necessary to correct situations which pose an immediate threat to the health and safety of those who reside in the home. The dwelling must be an owner-occupied, single-family residence and be located within the corporate limits of Murfreesboro.

Eligible emergency repairs include, but are not limited to electrical, roofing, plumbing and HVAC repairs. Foundation repair or replacement is not eligible. The Emergency Repair Program provides grants of up to \$10,000 to pay for approved repairs.

Only one emergency repair grant will be awarded for a dwelling during a five-year period. A home on which emergency repairs are made would remain eligible for the City's Housing Rehabilitation Program, but the cost of any emergency repairs would count against the \$25,000 rehabilitation program cap.

1.2 AUTHORITY

The legal authority for this emergency repair program comes from the Federal Community Development Act of 1974, 24 CFR 570.202(b)(2) and any other applicable federal, state and local laws.

1.3 PROGRAM RESOURCES

Funding for the program comes from a U.S. Department of Housing and Urban Development Community Development Block Grant. Assistance is in the form of a grant and is subject to availability of CDBG funding budgeted for the Emergency Repair Program.

1.4 APPLICABLE LAWS

The City of Murfreesboro, contractors, subcontractors, vendors and applicants for rehabilitation assistance are required to abide by a number of State and Federal laws, and may be required to sign documents certifying their compliance. (**See Appendix A of the Housing Rehabilitation Program Policies and Procedures Manual for a listing of applicable law.**) The term "Housing code" includes but is not limited to the International Property Maintenance Code, the International Residential Code and other building and life safety codes adopted by the City and State of Tennessee.

2. ELIGIBILITY REQUIREMENTS - APPLICANT

2.1 ELIGIBILITY CRITERIA - The applicant must satisfy the following criteria to be eligible for program assistance:

- A. Applicants must complete an application and provide all requested information. Applications will be accepted on an on-going basis and repairs done on a first-come, first-served basis as long as CDBG funds budgeted for emergency repairs are available.
- B. The applicant must be the owner of the property to be repaired and have resided in the dwelling for not less than one year.
- C. The household income must be classified very low as defined by HUD Section 8 income requirements. **(See Attachment A.)**
- D. The applicant must be a U.S. citizen or a legal resident alien.
- E. Ownership must be in the form of either a fee-simple title or a 99-year leasehold.
- F. The applicant must voluntarily apply for assistance. Participation in City of Murfreesboro programs is voluntary on behalf of the applicant and City. This relationship may be terminated by the client or the City.
- G. The applicant must not have received emergency repair assistance from the City of Murfreesboro within the previous five years. Total assistance, including the assistance being applied for and previous rehabilitation or repair assistance, may not exceed \$25,000 per applicant.
- H. The applicant must demonstrate the ability to maintain the dwelling with regard to ongoing maintenance and repairs, safety hazards and health/cleanliness issues.
- I. The applicant acknowledges resources (family/friends or other arrangements) are readily available if temporary relocation is necessary during the construction phase of the emergency repair project.
- J. Residents who are at least 60 years of age and whose income does not exceed 60 percent of the area median income may qualify for the Tennessee Housing Development Agency Repair Program for the Elderly. Applications for that program should be directed to the Greater Nashville Regional Council. An applicant who qualifies for the THDA program may be eligible for matching funds through the City Emergency Repair Program.

3. ELIGIBILITY REQUIREMENTS - PROPERTY

3.1 ELIGIBILITY CRITERIA - PROPERTY

- A. The dwelling unit must be located within the corporate limits of Murfreesboro.
- B. The dwelling unit must be in need of immediate and necessary repairs to correct situations which pose a threat to the health and safety of those who reside in the home. Eligible emergency repairs include, but are not limited to electrical, roofing, plumbing and HVAC repairs. Foundation repair or replacement is not eligible.
- C. The dwelling unit must not have received funds from the Community Development Department for housing rehabilitation or emergency repairs within the last five years.
- D. The dwelling unit must not be recognized or classified as a manufactured or mobile home.
- E. The applicant's property must not have a history of being used for illegal activity or any other activity which impairs the physical or social environment of the unit or the neighborhood.

4. OTHER GRANT CONDITIONS

4.1 OTHER GRANT CONDITIONS - Specific terms and conditions are incorporated in the grant application and the contract documents. The applicant agrees to comply with all terms in the grant application and the contract documents, and, additionally, to:

- A. Allow inspection of the property by the City whenever the City determines that such inspection is necessary in conjunction with the repair project;
- B. Furnish complete, truthful and proper documentation and information as needed to determine eligibility for receipt of repair assistance;
- C. Permit the contractor to use, at no cost, reasonable existing utilities such as gas, water and electricity which are necessary to the performance and completion of the work;
- D. Cooperate fully with the City and the contractor to ensure that the emergency repair work will be carried out promptly;
- E. Defend, indemnify and hold harmless the City, its officials, employees and assigns, from all claims, demands, damages, actions, expenses, attorney's fees and causes of action that may arise from an act of God or nature during the rehabilitation of the property;
- H. Agree to maintain the property in a clean, neat and sanitary condition.

5. EMERGENCY REPAIR SPECIFICATIONS

5.1 INSPECTION – The City of Murfreesboro is responsible for determining if the repairs requested fit the criteria for the Emergency Repair Program. When the Community Development Department is contacted by a homeowner, the City will:

- A. Assist the homeowner with the application process;
- B. Inspect the property and prepare an inspection report;
- C. Make an expedited decision whether the threat posed is immediate and repairs requested are necessary for protecting the health and safety of the household;
- D. Consult with and advise the owner of the scope of work recommended and the availability of emergency repair assistance;
- E. Solicit bids from appropriate contractors;
- F. Facilitate the contract between the homeowner and the contractor;
- G. Inspect the repair work as it is being done and when it is completed.

6. CONTRACTORS

6.1 CONTRACTORS – At least once a year, the City of Murfreesboro will advertise in a local and/or regional newspaper for contractors who wish to participate in the Emergency Repair program. The City will also recruit additional contractors on an on-going basis. Contractors who indicate a desire to participate in the program will be placed on a list by trade maintained by the Community Development Department.

6.2 BIDS - When a homeowner qualifies for assistance, contractors in the appropriate trade will be contacted and invited to bid on the project. If bids are taken over the telephone, they are to be confirmed in writing. The lowest bid from an eligible contractor will generally prevail unless it exceeds the \$5,000 cap for emergency repairs, or if, in the City's judgment, the low bid is not responsive to bid specifications.

6.3 LICENSURE – Contractors doing work for the Emergency Repair Program will not be required to hold a General Contractor license, but will be required to hold any licensure applicable to their specialty (i.e. licensed plumber or electrician). All required licenses must be current.

6.4 INELIGIBLE CONTRACTORS - The City may determine a contractor is ineligible to bid on projects if:

- A. The contractor does not have a valid Tennessee license if required for the work to be done; or

- B. The contractor is listed on the Federal or State debarred list or is on the City's ineligible list for failure to complete warranty repairs; or
- C. There is documented proof that the contractor has not paid material suppliers; or
- D. The contractor has not completed projects within the allotted time frame; or
- E. There exist complaints by homeowners about quality of the contractor's work and performance.

6.5 INSURANCE – Before commencing work, the contractor shall submit to the City of Murfreesboro a certificate of insurance as evidence of the coverage required:

- A. The contractor shall carry or require that there be carried Workers' Compensation Insurance for all employees and those of subcontractors engaged in work at the site in accordance with Tennessee State Workers' Compensation laws.
- B. The contractor shall carry or require that there be carried Public Liability Insurance. The insurance shall be in an amount not less than \$500,000 for injuries including accidental death to any one person and for one accident, and to protect the contractor and subcontractors against claims for injury to or death of one or more than one person because of accidents which may occur or result from operations under the contract. Such insurance shall cover the use of all equipment including but not limited to excavating machinery, trenching machines, cranes, hoists, rollers, concrete mixers, and motor vehicles in the construction of the rehabilitation embraced in their contract.
- C. The contractor shall carry during the life of the contract Property Damage Insurance in the amount of not less than \$100,000 to protect the contractor and subcontractors from claims for property damage which might arise from operations under their contract.

6.6 FORM OF CONTRACT - The construction contract will consist of a single document signed by the contractor and the property owner. It will contain a bid, the General Conditions and Specification by reference and the work write-up that specifies the work to be done.

6.7 AWARD OF CONTRACT – Emergency repair contracts are to be submitted to the Mayor and Council for approval, but if waiting until the next scheduled meeting of the Council will unreasonably delay the repair project, the Community Development Director may seek approval of the contract from the City Manager. If the City Manager approves the contract, it will take effect immediately and will be reported to the Mayor and Council at its next meeting.

6.8 WARRANTY – All work is to be warranted for one year from the date the homeowner signs the *Certificate of Completion and Final Inspection*. Any warranty claims or grievances will be handled as detailed in the ***Housing Rehabilitation Program Policies and Procedures Manual***.

7. MISCELLANEOUS

- 7.1 CONFLICT OF INTEREST OF PUBLIC OFFICIALS** - No elected or appointed Federal, State and local official, member of the Murfreesboro City Council, or any other public official or employee who exercises any functions or responsibilities in conjunction with the administration of Murfreesboro Housing Rehabilitation Program shall have any interest, direct or indirect, in the proceeds or benefits of the emergency repair grant program.
- 7.2 KICKBACKS AND DISCOUNTS** - No member of the Murfreesboro City Council or any City of Murfreesboro employee shall receive kickbacks or discounts from either contractors or property owners in return for special favors in regard to housing rehabilitation.

ATTACHMENT A - Program Income Limits

To receive funding from the Murfreesboro Emergency Repair Program, the household's annual gross income may not exceed 50 percent of the median income in the Nashville-Murfreesboro MSA. These numbers are determined by HUD and are subject to change. Current income limits may be found in the Community Development Department section of the City website.