

## RESIDENTIAL IMPROVEMENT PROGRAM POLICY

The purpose of this policy is to establish the process and procedures for the City of Altamont Residential Improvement Program. This program is created to encourage and support the development of new housing and housing rehabilitation. A standard shall be established in order for staff members of the City of Altamont to improve, grow, and maintain the housing stock of Altamont.

### New Home Development

This incentive is intended for those newly constructing a residential structure. Eligibility must be met through all of the following:

- ✓ Applicant(s) must submit the Residential Improvement Application (Appendix A)
- ✓ Application must be submitted with a completed building permit (Appendix B)
- ✓ The applicant(s) must be the property owner of project location
- ✓ The project location will be the primary residence for the applicant
- ✓ Applicant has no existing debts for the city
- ✓ Applicant has no existing, pending, or active violations in the city

Successful applicants must sign an agreement with the City of Altamont. (Appendix C)

Approved applicant will be eligible for the following incentives.

- Connection fees for utilities will be waived.
- Waiver of Fee for city building permits
- \$2,500 dollar start-up incentive to be used towards but not limited to the following: culverts, rock/gravel, meter sets, tap fees, etc.
- \$250 utility credit for City provided utilities upon completion
- Free lot selection from City of Altamont Land Bank (if lot(s) are available.)

*All incentives are subject to the completion of a city inspection or request of supporting and additional documentation. The City of Altamont reserves the right to establish or grant additional or alternative economic development incentives as scale and/or opportunity deem necessary.*

Approved this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_ by the City of Altamont Governing Body.

\_\_\_\_\_  
Richard Hayward, Mayor

\_\_\_\_\_  
ATTEST: LeaAnn Myers, Deputy City Clerk



# Appendix A

## RESIDENTIAL DEVELOPMENT INCENTIVE APPLICATION

OWNER (S) NAME:	
CO-APPLICANT NAME:	
MAILING ADDRESS:	CONTACT PHONE:
	CONTACT EMAIL:
HOME ADDRESS: STREET	PO BOX
CITY	STATE ZIP
LEGAL ADDRESS:	
EMPLOYER:	LENGTH OF EMPLOYMENT:
EMPLOYER PHONE:	EMPLOYER ADDRESS:
ANNUAL HOUSEHOLD INCOME:	INCOME TYPE: WAGES, SSI, UNEMPLOYMENT, V.A, RETIREMENT, ETC
ARE YOU A FIRST TIME HOME BUYER: <input type="checkbox"/> YES <input type="checkbox"/> NO	NUMBER OF DEPENDENTS:
<p><i>I acknowledge and attest that all of the information provided in this application is true and accurate to the best of my knowledge. It is my understanding that any intentional or negligent misrepresentation of the information may result in civil liability and/or criminal penalties. If any of the above information changes prior to closing, I will notify the lender immediately.</i></p>	
APPLICANT SIGNATURE:	Date:
CO-APPLICANT SIGNATURE:	

Application must include the following:

- Utilities Application
- Building Permit
- Pre-Loan approval/ financial surety
- Most recent Tax Return

<p>For Office Use Only:</p> <p>Approved: YES NO DATE:</p> <p>Signature: _____</p> <p>City of Altamont Mayor</p>
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# Appendix B



## PERMIT APPLICATION

PERMIT #
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407 S HUSTON • P.O. BOX 305 • ALTAMONT, KS 67330  
 PHONE (620) 784-5612 • FAX (620) 784-5882 • WEBSITE: ALTAMONTKS.COM

**Permit is valid only after signature of building official**

PROJECT SITE INFORMATION			
PROJECT SITE ADDRESS:		DATE:	
PROJECT VALUE: \$	RECIPT #:	ZONING:	
PERMIT TYPE: <input type="checkbox"/> BUILDING <input type="checkbox"/> MECHANICAL <input type="checkbox"/> ELECTRICAL <input type="checkbox"/> PLUMBING <input type="checkbox"/> IRRIGATION/ SPRINKLER			
IS PROPERTY IN FLOOD ZONE? <input type="checkbox"/> YES <input type="checkbox"/> NO EPA PAMPHLET: WAS PROPERTY BUILT BEFORE 1978? <input type="checkbox"/> YES <input type="checkbox"/> NO			
WILL INSURANCE PROCEEDS BE USED? <input type="checkbox"/> YES <input type="checkbox"/> NO # of Rooms: ___ # of Stories: ___ # Parking Spaces: ___			
Building Class: <input type="checkbox"/> SINGLE FAMILY <input type="checkbox"/> TWO FAMILY <input type="checkbox"/> MULTI-FAMILY <input type="checkbox"/> ACCESSORY <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> INDUSTRIAL <input type="checkbox"/> CHURCH <input type="checkbox"/> OTHER (Please Specify) _____			
Structure Type: <input type="checkbox"/> MASONRY <input type="checkbox"/> WOOD <input type="checkbox"/> STEEL <input type="checkbox"/> CONCRETE <input type="checkbox"/> OTHER (Explain): _____			
CONTACT INFORMATION			
OWNER NAME:		TENANT BUSINESS NAME (Commercial) :	
OWNER MAILING ADDRESS: STREET			
CITY	STATE	ZIP	
OWNER PHONE:		OWNER EMAIL:	
CONTRACTOR NAME:			
CONTRACTOR ADDRESS: STREET CITY STATE ZIP			
CONTRACTOR PHONE:		CONTRACTOR EMAIL:	
CONTRACTOR LICENSE # (Required) :			
ROOFING REGISTRATION #:			
PRIMARY CONTACT: <input type="checkbox"/> OWNER <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> OTHER (Please Specify) _____			
CONTACT NAME:		CONTACT PHONE:	
		CONTACT EMAIL:	
PERMIT COST			
RESIDENTIAL		COMMERCIAL	
ITEM	✓	ITEM	✓
New Construction		New Construction	
Remodeling		Remodeling	
New Construction - Accessory Building		New Construction - Accessory Building	
Fence		Fence	
Demolition		Demolition	
Demolition - Accessory Building		Demolition - Accessory Building	
Roofing		Roofing	
Electrical		Electrical	
Plumbing		Plumbing	
Mechanical		Mechanical	
Pressure Test		Pressure Test	
Sewer Tapping Fee (Inside City Limits)		Sewer Tapping Fee (Inside City Limits)	
Sewer Tapping Fee (Outside City Limits)		Sewer Tapping Fee (Outside City Limits)	
Irrigation/ Sprinkler		Irrigation/ Sprinkler	
Building Relocation/ Move		Building Relocation/ Move	
Sidewalk Installation (Material Cost Billed to Owner)		Sign	
Concrete (Sidewalk, Driveway, etc.)		Concrete (Sidewalk, Driveway, etc.)	
TOTAL	\$	TOTAL	\$



# Appendix B continued...



## PERMIT APPLICATION

PERMIT #

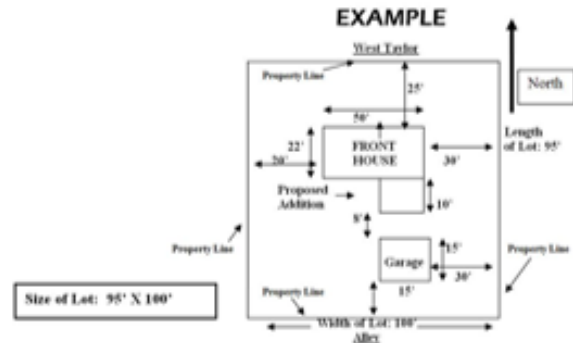
407 S HUSTON • P.O. BOX 305 • ALTAMONT, KS 67330  
 PHONE (620) 784-5612 • FAX (620) 784-5882 • WEBSITE: ALTAMONTKS.COM

JOB SPECIFICATIONS			
MECHANICAL		PLUMBING	
FIXTURES	✓	FIXTURES	✓
A/C – Air Handling Units		Gas Piping	
Boiler		Gas Range	
Clothes Dryer		Heat Pump & Ductless	
Duct System		Refrigeration	
Exhaust Fans		Commercial Ventilation	
Exhaust Hood		Gas Water Heater	
Forced Air Systems		Wood Stove	
Gas Fireplace/Insert/Log		Other: _____	
Pressure Test		Other: _____	
SPRINKLER/ SUPPRESSION SYSTEM			
Water Suppression System		Irrigation	
Chemical Suppression		Other: _____	
ELECTRICAL			
120 Volt Circuit		240 Volt Circuit	
Pool/ Hot Tub/ Jacuzzi		Clothes Dryer	
Construction Service/ Temporary Service		New Service (Outside Disconnect Required)	
Dedicated Power Circuit		Electric Water Heater	
Generator		New Panel	
Transfer Switch		Rewire	
Motors/ AC (1 HP or less)		Outlets Add (Existing Circuit)	
Motors/ AC (Over 1 HP)		Smoke Detectors	
Heating Appliance (4500 watt or less)		Range/ Heating Device (Over 4500 watt)	
Light Fixture(s)		Low Voltage	
Water Well Motor		Photovoltaic (Solar) System	
Other: _____		Other: _____	

DESCRIPTION OF WORK

**ALL BUILDING PROJECTS MUST ATTACH DETAILED SITE PLANS WITH ALL REQUIRED INFORMATION:**

- Dimensions of lot
- Measurements of existing & proposed buildings
- Designate existing buildings
- Designate additions/ alterations
- Indicate street(s) / alley(s)
- Indicate North direction



**ACKNOWLEDGEMENT:** I have reviewed this application and confirm the information contained herein is true and correct. Work done pursuant to this permit must comply with current federal, state, and local law. The granting of a permit only authorizes approved work and no deviations therefrom. Deviations must first be authorized in writing from the Building Official before being authorized under any circumstance. I am the owner, or I am authorized by the owner of this property to perform the work for which application is made. I recognize that a 24 hour notice must be given for inspections. All excavations of any depth must call "DIG SAFE" at #811 before any work commences.

SIGNATURES	
Owner/ Authorized Agent:	Date:
Building Official:	Date: <input type="radio"/> Approved <input type="radio"/> Denied



## Appendix C

# AGREEMENT

This AGREEMENT, is made and entered in on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Altamont, Labette County, Kansas hereinafter referred to as City, and \_\_\_\_\_, hereinafter referred to as Home Builder, WITNESSETH:

In consideration of the covenants made each to the other, and herein set forth, the parties agree to as follows:

### I. Subject of Agreement

City shall convey, and Home Builder shall receive, title to the following described real estate on the terms and conditions hereinafter set forth:

[Legal Description here]

subject to rights of reversion to City, easements, restrictions, zoning ordinances, covenants, and rights of way of record.

### II. Consideration

The consideration for transfer of the above described property from the City to the Home Builder is as follows:

1. Home Builder agree to obtain all permits, license warranted by City, State, or Federal Government
2. Home Builder warrants and agrees to break ground on a foundation for said residence within twelve (12) months of the date of this agreement.
3. Home Builder agrees to obtain substantial completion of said residence within twenty four (24) months of the date of this agreement. Substantial completion is defined as the stage in the progress in building the residence of Home Builder, when the entire single family residence is sufficiently complete so that Home Builder can fully occupy and utilize same for residential purposes.
4. Home Builder agrees to comply with all of Home Builder's warranties as set forth herein.

### III. Title (Land Bank Properties ONLY)

City will convey title to said real estate to Home Builder, free and clear of all liens, encumbrances, defects and burdens, except: easements, restrictions, and rights of reversion



stated herein, and rights of way, by a quit claim deed to be delivered within a reasonable time following the presentation by Home Builder of this signed agreement to City.

**IV. Proof of Title**

Home Builder may obtain at Home Builder's sole and exclusive expense a standard owners policy of title insurance which will insure Home Builder against loss or damage to the extent desired by Home Builder, by reason of defects in City's title to said real estate, subject however, to the above stated exceptions. In the event there are valid objections to the marketability of the title, City may satisfy said valid objections or City may declare this agreement null and void without obligation of any kind to Home Builder and Home Builder agrees to make no claim against City for voiding said agreement and further agrees that Home Builder shall be responsible for full payment of all expenses incurred by Home Builder and shall have no claim for said expenses against City, recognizing the intent of this agreement is to provide to Home Builder a free lot without obligation, expense, or duties by City.

**V. Escrow Agent**

All documents necessary to complete this transaction may be held by the City Attorney of the City of Altamont. The City Attorney shall not be considered an agent, representative, servant, Employee, or legal representative of the Home Builder.

**VI. Payment of Expenses**

City shall have no liability for payment of any cost, fees, obligations, real estate taxes, special assessments, or any other costs related hereto, and all costs, including but not limited to financing, title insurance, closing, appraisals, mortgages and registration fees and any and all other costs related to this agreement shall be paid by Home Builder. Home Builder accepts the risk of paying all said costs, even if City cannot deliver marketable title.

**VII. Taxes and Assessments**

City shall pay all taxes and assessments for the year \_\_\_\_\_ and all prior years. Home Builder shall pay all taxes and assessments for \_\_\_\_\_ and subsequent years.

**VIII. Assignment**

Home Builder shall not sell, assign, or transfer this contract or any interest hereunder or any interest in or to said property, without first obtaining the written consent of the City.

Additionally, Home Builder shall not sell, transfer or convey the above described real estate, while the reversionary interest of the City exists, without first obtaining the written consent of the City.



## **IX. RIGHTS OF REVERSION**

For Land Bank property, real estate shall revert to the City. In all incidences, all incentives shall be paid back to the City. On the occurrence any of the following:

- a. Home Builder fails to enter into a contract for construction of a single family residence complying with the requirements of this agreement within six (6) months of the date of this agreement.
- b. Home Builder fails to break ground for a foundation for the single family residence complying with the requirements of this agreement within twelve (12) months of the date of this agreement.
- c. Home Builder fails to substantially complete single family residence to comply with the terms of this agreement within twenty four (24) months of the date of this agreement.
- d. Home Builder fails to comply with any term, condition, agreement or warranty set forth in this Agreement;
- e. All incentives will be refunded to the City of Altamont

The reversionary interest shall be shown on the deed given to Home Builder. City agrees to subordinate its reversionary interest to that of a lender providing Home Builder financing for the construction of the required residence on the above described real estate.

In the event Home Builder fails to comply with any term or warranty in this agreement, then title to the above described real estate, shall immediately revert to City and this agreement shall immediately become null and void, whereupon all rights of the Home Builder hereunder shall end, and this agreement shall, at the option of the City, become immediately null and void, whereupon all rights of Home Builder hereunder shall end. Home Builder specifically understands that should this agreement be declared null and void and should a reversion of title to the above described property occur, that Home Builder shall have no claim against City for any damages, cost, or claim for specific performance and the failure to comply with the terms of this agreement shall be solely at the risk of Home Builder without liability or obligation on behalf of the City.

## **X. Time**

Time and punctuality are hereby made of the essence of this agreement.

## **XI. Condition of Property**



No representations of any kind whatsoever have been made to Home Builder by City or by any one on City's behalf, as to the condition of the real estate, improvements thereon, or other assets being transferred hereunder. Except for the above listed representations, Home Builder has relied upon Home Builder's own inspection of the real property, improvements and all assets transferred hereunder. It is specifically agreed and understood that said real estate, improvements, and assets are accepted by the Home Builder in "as is" condition at the time possession, with only the above listed representations, if any, and warranty of title.

## **XII. Warranties**

City makes no warranties in regard to the above described property and Home Builder agrees to accept same without warranties.

## **XIII. Terms Survive Closing**

All terms and conditions of this Agreement shall survive closing, and be enforceable at law or equity.

## **XIV. Entire Agreement**

This agreement and all exhibits hereto, if any, contain the entire understanding between the parties and no other warranty, representations or agreements shall be binding upon the parties unless heretofore set forth in writing.

## **XV. Kansas Law**

This agreement shall be governed exclusively by the provisions hereof and by the laws of the State of Kansas.





**XVI. Binding Effect**

This contract shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first above written.

CITY OF ALTAMONT

By: \_\_\_\_\_

Mayor

\_\_\_\_\_

Home Builder

State of Kansas, Labette County, ss:

Be It Remembered, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned, a notary public in and for the County and State aforesaid, came \_\_\_\_\_, who is/are personally known to me to the same person(s) who executed the within instrument of writing, and such person(s) duly acknowledge the execution of the same. In Witness Whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

\_\_\_\_\_

Notary Public

My commission expires:

