

City of Walcott

LMI Furnace Replacement Program

Policy & Forms

Program Overview

The LMI (low-to-moderate income) Furnace Replacement Program provides assistance to eligible residents of single-family, owner-occupied units located in the corporate limits of the City of Walcott for replacement of a furnace unit that has failed and/or is 15 or more years old.

Funding Limitation Guideline

The funding is extremely limited and is administered on a first-come, first-serve basis when all requirements outlined below are met. If the last funding request exceeds the amount that is available, the City may award partial funding towards an eligible furnace replacement, which may be accepted or denied by the homeowner. Any unfunded cost of the project will be the responsibility of the homeowner, payable directly to the contractor.

Program Eligibility

- Reside in a single-family, owner-occupied unit located in the corporate limits of the City of Walcott.
- Total household income must not exceed 80% of the Median Scott County income:

2023 Income Limits

Low (80%) Income

Persons in Family									
1	2	3	4	5	6	7	8	9	10
\$49,500	\$56,600	\$63,650	\$70,700	\$76,400	\$82,050	\$87,700	\$93,350	\$98,980	\$104,636

Applicant – Required Documents

- Residents must complete and sign the attached Furnace Assistance Application & Self-Certification Form and Informational Sheet for Current Furnace and return to the following:
 - City Clerk's Office at 128 W. Lincoln Street, Walcott (**DO NOT put in drop-box**) **OR**
 - Via email twright@cityofwalcott.com
- Copy of most recent tax return for anyone age 18 or older who resides in the household **OR** State of Iowa Family Medicaid Card
- Two detailed bids/estimates from licensed contractors.
 - All awards will be issued according to the City's Policies
 - All contractors will be required to obtain necessary permits from the City's Building Department, contractor is responsible for the payment of said permit.

Contractor Selection and Clearance

Upon identifying the selected or successful bid for work allowed under this program, the City shall vet each contractor chosen to perform work. Specifically, the City will check for proof of state licensure(s), adequate insurance and other sources indicating the contractor is not barred from working in Iowa.

The City reserves the right to decline offering work to a contractor, provided there is/are substantive reasons or history to do so (i.e. poor workmanship, quality, timeliness, etc.).

Notice to Proceed

Upon award of funding from the City Council, City staff will work with each homeowner and selected contractor to accomplish the work. The homeowner, contractor, and City will sign the attached LMI Furnace Replacement Program Contract. After contract execution, the City shall notify the homeowner and selected contractor. No expenses incurred prior to this notification will be allowed or reimbursed by the City. Further, any cost overruns or expenses above the City's approved award are the responsibility of the homeowner, and shall be paid by such, before work acceptance is completed.

Payment

Payment to the contractor will only occur when the project is successfully completed and accepted by all the parties. The City will be responsible for making payment to the contractor on the furnace replacement, but not exceeding the award amount. Payments made by the homeowner toward their project must be made and documented at this time as well.

Guarantees, Warranties, and Rebates

There shall be no warranty or guarantee offered by the City, for the work provided by the contractor. Any product (i.e. furnace) warranties associated with the project must be completed and provided by the contractor to the homeowner. Upon signing of the attached Final Payment and Certificate of Completion Form, the work shall be considered to be accepted and completed "as is". Any rebates associated with the furnace installation will be given to the homeowner.

Conflicts of Interest

To avoid potential conflicts of interest or appearance of a conflict of interest, a project award will not be made to an elected City official, City employee, or a member of their immediate family. Immediate family is defined as a spouse, child, step-child, parent, step-parent, brother or sister, mother or father-in-law, son or daughter-in-law, grandparent, or grandchild.

Policy Amendment

The City Council retains the right to repeal, change, or modify any part of this policy or procedures which it has adopted.

Civil Rights (Title VI Compliance)

No applicant or potential applicant will be discouraged from applying for, or denied funding on the basis of race, color, national origin, religion, sex, or disability. Furthermore, the City shall adhere to all applicable statutes, executive orders, requirements, and regulations pertaining to non-discrimination established by the federal, state, or City government.

Program Contact Information:

City Clerk's Office
128 W. Lincoln Street Walcott, IA 52773
(563)284-6571 ext. 10

Furnace Assistance Application & Self-Certification

Applicant Names: _____

Service Address: _____

Phone Number: _____ Email Address: _____

Is mortgage payment current?: Yes No N/A

Are real estate taxes current? Yes No

Household/Family Information: Proof of current income and last year's tax return must be submitted. Please complete the following for ALL household members residing at the residence (income includes wages, tips, social security, SSI, child support, rental income, alimony, savings interest, dividend income, pensions, annuities, etc.):

Name	Date of Birth	SSN or ITIN	Relationship to Applicant	Source of Income	Current Annual Gross Income

Estimated Current Annual Gross Income from all persons 18 years of age and older: \$ _____

Note: Please read carefully before signing. I hereby certify that all representations, warranties or statements made or furnished to the the City of Walcott in connection with this application are true and correct in all material respects. I understand that it is a criminal violation under Iowa law to engage in deception and knowingly make, or cause to be made, directly or indirectly, a false statement in writing for the purpose of procuring financial assistance from a state or political subdivision. I agree to provide any additional documentation required by the program administrator to document my/our household income. I understand that this application does not guarantee program qualification and that this is the first step in the process. I further certify that I/we are the owner(s) and principal resident(s) of the property. In the event that any of the foregoing information is untrue or incomplete, this application shall be rendered null and void.

Applicant Signature: _____ Date: _____

Co-Applicant Signature: _____ Date: _____

Office Use Only:

Application Received by: _____ Date: _____

Copy of Tax Return Received? Yes No N/A

Copy of State of Iowa Medicaid Card Received? Yes No N/A

Two Bids Received? Yes No N/A Application: Approved Denied

If approved, Winning Contractor Name & Amount: _____

Information Sheet – Current Furnace

Is the furnace currently failed/inoperable? Yes No

Is the furnace currently 15 or more years old? Yes No

Brand name of furnace: _____

Serial Number: _____

Efficiency Rating: _____

Is the furnace a boiler (water heat) or forced air? Boiler Forced Air

Is the furnace easily accessible for contractors and inspections? Yes No

Is there asbestos insulation present on or around the furnace? Yes No

CITY OF WALCOTT

LMI FURNACE REPLACEMENT PROGRAM CONTRACT

NOTICE TO PROCEED

The contractor shall not proceed with or begin any work on this project until such time as they receive formal notification from the City.

WORK SPECIFICATION

The only work to be completed is what is outlined in the attached bid specification. Any additional work that is completed will be the sole responsibility of the contractor and the homeowner and will not be reimbursed by the City.

PAYMENT

The contractor agrees that payment for work shall not be due until all the work is completed and the Final Acceptance and Completion Form has been signed by all parties to this contract. The City may need three additional weeks upon receipt of the form to process the check.

PERMITS AND LICENSING

The contractor shall obtain and pay for all permits and licenses necessary for the execution of the work to be performed and meet all state and local licensing requirements.

MODIFICATIONS AND SUB-CONTRACTORS

The contractor shall not assign or modify this contract. If a sub-contractor is going to be utilized, the sub-contractor must also be a signing party to this contract, and it shall be the sole responsibility of the primary contractor to ensure that the sub-contractor is paid.

MANUFACTURER AND SUPPLIER GUARANTEES

There is no guarantee offered on the work that is completed. Upon the signing of the Final Acceptance and Completion Form, the work shall be considered to be accepted and completed "as is". The contractor shall furnish the homeowner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this contract. Any rebates associated with the installation or use of products in a project will be given to the homeowner.

SAFETY

By executing this contract, the contractor is stating that they have, or shall, identify any hazards or special conditions that might arise during the course of the work.

INSPECTIONS

The City reserves the right to inspect the work at any time during the course of the project, including entering the property. Generally, the only scheduled inspection will be at the end of the project to ensure that the work has been completed in accordance with the bid specification and to generate a signed Final Acceptance and Completion Form.

DISPUTES

Any dispute must be brought to the attention of the City by any party to a dispute, as quickly as possible. The City shall gather information regarding the dispute and render a final written decision on the matter.

DAMAGE CLAIMS

The contractor will defend, indemnify, and hold harmless the homeowner(s) and the City and its officers, commissioners and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any of the contractor’s actions under this contract. This includes any claims for unpaid work, labor, or materials.

CONTRACT TERMINATION

If the contractor defaults or neglects to carry out the work in accordance with this contract, or fails to perform any provision of this contract, the City may, after 7 days written notice to the contractor and without prejudice to any other remedy it may have, make good such deficiencies by reassigning the work to a different contractor and deduct the cost thereof from the payment due to the original contractor.

In addition, the City reserves the right to terminate this contract for reasonable cause. Reasonable cause shall be generally defined as any action that demonstrates an unwillingness on the part of the contractor or the homeowner to carry out the provisions of this contract in a timely and professional manner, with a minimum of inconvenience to the other party.

The City shall be the interpreter of the conditions of termination of this contract and the sole judge of its performance.

Address of Furnace Replacement: _____

Amount of Contract: _____

Homeowner Name (1):	Homeowner Signature (1):	Date:
Homeowner Name (2):	Homeowner Signature (2):	Date:
Contractor Name:	Contractor Signature:	Date:
City Representative Name:	City Representative Signature:	Date: