

# AGENDA REQUEST FORM

**Return completed form to: Clerk of the Board  
Yakima County Commissioners' Office, Room 232**

From: Lisa Freund

Dept. Public Services

BOCC Agreement

Agenda Date: 11/14/2020

011-2020

\*Consent Item?  Yes  No

\*Items over \$500,000 are not eligible for Consent Agenda  
Commissioners reserve right to move items to/from Consent Agenda

Presenter \_\_\_\_\_

Check one:	<input type="checkbox"/> Resolution	<input type="checkbox"/> Proclamation	<b>Agreement/Contract:</b> (Check one)
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Presentation	<input checked="" type="checkbox"/> Non-grant
			<input type="checkbox"/> Grant

Financial Impact: (A)  N/A (no impact) (C)  \$100,000 to \$500,000

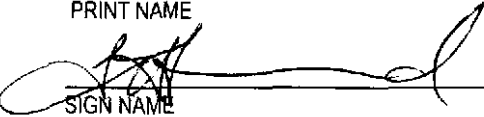
(B)  Under \$100,000 (D)  Over \$500,000

Document Title: To Execute Affordable Housing Restriction with Roger Novobielski for the Yakima County Lead Hazard Control Program. Project No. LD16-063a Units-A, B, C, and D

Identify Vendor: \_\_\_\_\_

Description of Item's Purpose/Outcome:

To Execute Affordable Housing Restriction with Roger Novobielski for the Yakima County Lead Hazard Control Program, Project No. LD16-063a Units-A, B, C, and D; located at 706 N. 4th St. Yakima, WA. 98901.

Lisa Freund  
 PRINT NAME  
  
 SIGN NAME  
 (Signature Required for All Items)  
 Elected Official / Department Head Signature

**Attorney Signature  
On Contracts**

Yes  Proceed to Agenda

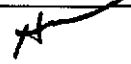
No  Return to Department

**(BOCC Office Use Only)**

Ordinance # \_\_\_\_\_

Resolution# \_\_\_\_\_

Agreement BOCC# \_\_\_\_\_



**Lead Hazard Control Program  
Agreement Summary**

**Date: 1/7/2020**

**BOCC Date: 1/14/2020**

**PROJECT #:** LD16-063a Units-A, B, C and D

**ADDRESS:** 706 N. 4<sup>th</sup> St. Yakima, WA. 98901

**OWNER NAME:** Roger Novobielski

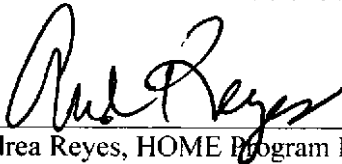
**Parcel #:** 191318-32466

Affordable housing refers to **housing units that are affordable by a population of society whose income is below the median household income.**

The purpose of this Agreement is to ensure that the unit(s) will be retained for occupancy by families, whose incomes fall within the guidelines as outlined by Section 217 of Public Law 104-134 amended Section of 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (TitleX).

The owner is agreeing to rent or make available at least 50% of the units to families with incomes at or below 60% of the area median income (AMI) level and the remaining units shall be occupied or made available to families with incomes at or below 80% of the area median income level. The owner is also agreeing that if he decides to raise the rent on the units, he may only increase the rent by no more than 3% a year.

Term: 36 months from date of Project Certification.



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Andrea Reyes, HOME Program Manager

011 ~~2020~~

**Yakima County Lead Hazard Control Program  
AFFORDABLE HOUSING RESTRICTION**

Yakima County, WA

PROJECT #: LD16-063a Units-A, B, C and D  
OWNER NAME: Roger Novobielski

ADDRESS: 706 N. 4<sup>th</sup> St. Yakima, WA. 98901  
Parcel # 191318-32466

The County of Yakima, Washington, hereinafter referred to as "County", receives funds from the U.S. Department of Housing Urban Development (HUD) to administer the Lead Hazard Control Grant Program. The program assists low and moderate-income home-owners and land lords, who meet qualifications for the lead hazard control work deferred loan program. This program will offer a deferred loan to qualifying homeowners and landlords at zero (0) % interest whose income is less than 80% of the County median, per HUD guidelines and as confirmed by the County. The funds are to be used to abate or provide lead interim controls to eligible homes under this lead hazard control deferred loan program. Participating homeowners and landlords must live or rent to income eligible families with children aged six years old or younger for 36 months after the date of project completion. If the program requirements have been meet, the loan will be forgiven.

The terms of this Affordable Housing Restriction, are as follows:

1. The purpose of this Agreement is to ensure that the Premises will be retained for occupancy by families whose incomes fall within the guidelines as outlined by Section 217 of Public Law 104-134 amended Section of 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X). Such guidelines read as follows:
  - A. For loan made to assist rental housing, at least 50% of the units must be occupied by or made available to families with incomes at or below 60% of the area median income (AMI) level and the remaining units shall be occupied or made available to families with incomes at or below 80% of the area median income level; except that buildings with five or more units may have 20% of the units occupied by families whose income exceeds 80% AMI; and in all cases the landlord shall give priority in renting units assisted under this section, for not less than 36 months following the completion of lead abatement activities, to families with a child under the age of six years.
  - B. For loans made to assist housing owned by owner-occupants, all units assisted under this section shall be the principal residence of families with income at or below 80% of the AMI level; for not less than 36 months following the completion of lead abatement activities.
2. The Grantor intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction regulating and restricting the use and occupancy of the Premises (i) shall be and are covenants running with the Premises, encumbering the Premises for a term of 36 months from the execution of this restriction, binding upon the Grantor's successors in title and all subsequent owners of the Premises, (ii) are not merely personal covenants of the Grantor, and (iii) shall bind the Grantor and its successors and assigns (and the benefits shall inure to the Grantees and to any past, present or prospective tenant of the Premises). The Grantor acknowledges that it has received assistance from the Grantee for lead abatement at the Premises, funded under the Lead Hazard Control Grant Program.
3. The Grantor hereby agrees that any and all requirements of this Affordable Housing Restriction constitute covenants running with the land, binding upon the Grantor, its heirs, successors or assigns for the full three-year period following the completion of work. Such date of completion shall be determined by the the final Letter of Clearance, issued by a Washington State licensed lead paint inspector or risk assessor.
4. Each and every contract, deed or other instrument hereafter executed conveying the Premises or portion thereof shall expressly provide that such conveyance is subject to this Affordable Housing Restriction, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Premises or portion thereof provides that such conveyance is subject to this Affordable Housing Restriction.
5. The Premises shall be used for four (4) units of housing. Each unit in the Premises shall contain complete facilities for living, sleeping, eating, cooking and sanitation, which are to be used on other than a transient

basis. Each unit in the Project shall meet the housing quality standards set forth in the regulations of the Department of Housing and Urban Development as 24 C.F.R. §882.109 or any successor thereto.

6. The Grantor shall supply to the Grantee such reports and information as the County shall reasonably request to comply with its annual reporting requirements to HUD, including verification of tenant income and verification of rents as applicable.
7. The Grantor shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual orientation, national origin or any other basis prohibited by law in the lease, use and occupancy of the Premises. The Grantor shall not discriminate against or refuse to lease, rent or otherwise make available units in the Project to, a holder of a certificate of family participation under the Federal Rental Certificate Program (24 C.F.R. Part 882) or a rental voucher under the Federal Rental Voucher Program (24 C.F.R. Part 887).
8. The Grantor represents, warrants and agrees that if the Premises, or any part thereof, shall be damaged or destroyed, the Grantor will use its best efforts to repair and restore the Premises to substantially the same condition as existed prior to the event causing such damage or destruction, and the Grantor represents, warrants and agrees that the Premises shall thereafter continue to operate in accordance with the terms of this Affordable Housing Restriction.
9. Any use of the Premises or activity thereon which is inconsistent with the purpose of this Affordable Housing Restriction is expressly prohibited.
10. The rights hereby granted shall include the right of Grantee to enforce this Affordable Housing Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Premises to its condition prior to any such violation (it being agreed that the Grantee will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee. Grantor covenants and agrees to reimburse Grantee all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Affordable Housing Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Affordable Housing Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Affordable Housing Restriction, Grantee does not undertake any liability or obligation relating to the condition of the Premises. If any provision of this Affordable Housing Restriction shall to any extent be held invalid, the remainder shall not be affected.
11. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the enforceability of this Affordable Housing Restriction; and the Grantor on behalf of itself and its successors and assigns appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agrees to execute any such instruments upon request. The benefits of this Affordable Housing Restriction shall be in gross and shall be assignable by the Grantee. The Grantor and the Grantee intend that the restrictions arising hereunder take effect upon the date hereof, and to the extent enforceability by any person ever depends upon the approval of governmental officials, such approval when given shall relate back to the date hereof regardless of the date of actual approval or the date of filing or recording of any instrument evidencing such approval.
12. This Affordable Housing Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of the Grantee, which consent shall not be unreasonably withheld or delayed.

**HOMEOWNER(S):**

Roger Nowobinski 12-31-19  
Roger Nowobinski DATE

\_\_\_\_\_  
Co-Owner Date

**LEAD AHR:**

\_\_\_\_\_  
Norm Childress, Chairman

\_\_\_\_\_  
Ron Anderson, Commissioner

\_\_\_\_\_  
Vicki Baker, Commissioner

**DATED**

*Attest:*

\_\_\_\_\_  
Melissa Paul, Clerk of the Board  
\_\_\_\_\_  
Linda Kay O'Hara, Deputy Clerk

**Approved as to Form:**

David L. Anderson  
Deputy Prosecuting Attorney

BOCC Agreement

**011-2020**

Yakima County, WA

Notary Signature Page

State of Washington  
County of Yakima

I certify that I know or have satisfactory evidence that Roger NorobielSKI  
(name of person) is the person who appeared before me, and said person acknowledged  
that (he/she) signed this instrument and acknowledged it to be (his/her) free and  
voluntary act for the uses and purposes mentioned in the instrument.

Dated: this 31<sup>st</sup> day of Dec. 2019

(Seal or stamp)

Keri Janet Larson  
Signature of Notary

Notary name printed or typed: Keri Janet Larson \_\_\_\_\_

Notary Public in and for the State of Washington  
Residing at Yakima \_\_\_\_\_

My appointment expires: 09/20/2022

