The City of Topeka is offering property owners within the city limits an opportunity to voluntarily have vacant buildings that are substandard, deteriorated, or dilapidated demolished. Voluntary Demolition Program must clear the entire property of all structures on the lot. The Department of Neighborhood Relations also allows the property owner to retain the title to the property after the building is removed and a lien is placed on the property for the cost of the demolition.

The community’s health, safety and welfare will benefit from the building’s removal. This program is intended to provide property owners a way to conveniently demolish substandard housing at a reduced cost and to improve the quality of your neighborhood.

Participation is voluntary and funding is limited. Therefore, property owners are encouraged to take advantage of this program quickly.

Thank you,

Renee Criqui

Renee Criqui – Senior Program Administrator
Department of Neighborhood Relations
620 SE Madison, Unit 8, 1st Floor
Topeka KS  66607
785-368-3711
APPLICATION
VOLUNTARY DEMOLITION PROGRAM

Address of property to be demolished: ________________________________________

Owner (s) of property:                        Address:                                        Phone No.:

________________________________________  __________________________  _______________

________________________________________  __________________________  _______________

________________________________________  __________________________  _______________

Reason for demolishing:____________________________________________________

Intended use:_______________________________________________________________

===============================================================
1) Type of Property: 
   Single-Family _______   Multi-Family _______
   (Property must be entirely cleared of all structures on lot.)

2)  Has the property been officially cited for violations by the City of Topeka Code Services Division? 
   Yes ____   No _____.      (if yes please explain):

3) Are there any known hazards associated with this property?   Yes_____ No _____
   a) Environmental hazards, underground storage tanks, oil spills, asbestos or the like: 
      Yes_____ No_____ (if yes please explain):

   b) Physical hazards, wells, cisterns, septic tanks or the like: Yes_____ No _____
      (if yes please explain):
4) Are there any liens or mortgages on this property? Yes _____ No _____ if yes, Please explain:
   Mortgage holder: _______________________
   Amount left on mortgage: _______________
   Property must have a clear title. A title search will be completed for each property.

5) Have you or will you receive any insurance settlement for a fire or other loss on this property? Yes _____ No ______. (If yes please provide insurance company’s name, policy number and amount received.)

6) Is this property currently vacant. Yes ____ No ____. The last date of occupancy was: _______________. (Must have been vacant for a year.) No displacement will occur as a result of the demolition and no relocation payments or advisory assistance will occur. As such, no assistance will be provided to aliens not lawfully present in the United States.

7) List all dates for utility disconnect notices; (must provide statements and dates)
   a) City of Topeka Water date____________
   b) Weststar Electricity date____________
   c) Kansas Gas Service date____________

8) In order to receive assistance from the City, an applicant shall not be delinquent in real estate tax, personal property tax, and special assessment payment, or owe any debt to the City of Topeka.

   a) The applicant is current in all tax payments and does not owe any debt to the City of Topeka. Yes _____ No ______.

9) Because the declaration of income is necessary to establish a mortgage and lien eligibility for the program. Please provide last year tax statement.

   a) Please circle family size residing in the household:
      1-person, 2-persons, 3-persons, 4-persons, 5-persons, 6-persons, 7-persons, 8-persons

   b) Please circle the figure that the applicant’s current gross, annual, family income is below:
      $38,450, $43,950, $49,450, $54,900, $59,300, $63,700, $68,100, $72,500
      (June 1, 2018)
10) Each property considered for demolition shall obtain a mortgage on the property with the City of Topeka, which shall place a lien on the parcel requiring a re-payment provision, as follows:

A) For owners with incomes **above 80%** of median; if and when the property is sold or leased, or when improvements are made to the property or it is placed “in-service”, the lien shall be repaid according to the re-use activity as listed here.

<table>
<thead>
<tr>
<th>RE-USE ACTIVITY</th>
<th>RE-PAYMENT % OF LIEN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property re-used for a non-residential use</td>
<td>75%</td>
</tr>
<tr>
<td>Property re-used for residential rental use</td>
<td>50%</td>
</tr>
<tr>
<td>Property re-used for owner-occupied use</td>
<td>25%</td>
</tr>
</tbody>
</table>

B) For owners with family incomes **below 80%** of median; liens shall be fully forgiven if the property is re-used for residential rental or single family owner-occupied use. If the property is re-used for a non-residential use, the low-income owners shall repay 50% of the lien.

<table>
<thead>
<tr>
<th>RE-USE ACTIVITY</th>
<th>RE-PAYMENT % OF LIEN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property re-used for a non-residential use</td>
<td>50%</td>
</tr>
<tr>
<td>Property re-used for residential rental use</td>
<td>0%</td>
</tr>
<tr>
<td>Property re-used for owner-occupied use</td>
<td>0%</td>
</tr>
</tbody>
</table>

C) If the property is donated to an eligible non-profit provider and the City agrees with the donation the liens shall be fully forgiven.
Household Members

List all household members:

<table>
<thead>
<tr>
<th>Name (First and Last)</th>
<th>SSN</th>
<th>Age</th>
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</table>

Applicant Characteristics (Voluntary Information)

Applicant: I do not wish to furnish this information (initial)

I hereby certify that all the information in this application is true and complete to the best of my knowledge and belief. If requested I shall provide further documentation in order to substantiate any statements made above.

Date: ___________ Applicant Signature: ______________________________________

(print): ______________________________________

Date: ___________ Applicant Signature: ______________________________________

(print): ______________________________________

Date: ___________ DNR Staff Signature: ______________________________________

(print): Renee Criqui – Senior Program Administrator

Hold Harmless
Consent and Release

I / We, __________________ the property owner(s) of the property in paragraph number 1 below, hereby expressly consent for City of Topeka (hereinafter “City”) employees, contractors of the City and volunteers to enter upon the described property for the purpose of providing possible demolition to said property. Said entry will take place between the following dates: ________________________.

Property address: ____________________________________________________

Property Owner(s) for the sole consideration of receiving said services, do, for themselves, their heirs, executors, administrators, successors, and assigns, hereby release, acquit, and forever discharge City and any of its officers, employees, elected officials, contractors or volunteers from any and all causes, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, compensation, court costs, and attorney fees whatsoever, including those which in any way grow out of any and all known and unknown, foreseen and unforeseen damages or injuries and the consequences thereof, resulting in or in any way directly or indirectly connected with provision of any work associated with the demolition, as stated above, by City employees, contractors and volunteers.

Property Owner(s) hereby covenant and undertake to forever refrain and desist from prosecuting or asserting against City and any of its officers, employees, elected officials, contractors or volunteers any claim, demand, action, or suit of whatever kind or nature, either directly or indirectly, for claims at law or equity alleged to have resulted from the assistance provided by City employees, contractors and volunteers, and Property Owner(s) hereby expressly agree to indemnify and hold harmless City and any of its officer, employees, elected officials, contractors or volunteers from any damages, costs, or expenses, including attorneys’ fees and other expenses of litigation incurred by or on behalf of City and any of its officer, employees, elected officials, contractors or volunteers.

Property Owner agrees efforts may include, but not limited to any or all of the following activities: demolition and removal of the house, garage or other outbuildings, removal of sidewalks and driveways, trimming or removal of grass, brush, tree limbs or trees.

Please read before signing:

<table>
<thead>
<tr>
<th>Property Owner Signature</th>
<th>date</th>
<th>Property Owner Signature</th>
<th>date</th>
</tr>
</thead>
<tbody>
<tr>
<td>________________________</td>
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<tr>
<td>Print Name</td>
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<tr>
<td>________________________</td>
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</tr>
<tr>
<td>Address</td>
<td></td>
<td>Phone Number</td>
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</tr>
<tr>
<td>Other Phone Number</td>
<td></td>
<td>E-Mail</td>
<td></td>
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<tr>
<td>________________________</td>
<td></td>
<td>Renee Criqui</td>
<td></td>
</tr>
<tr>
<td>Senior Program Administrator</td>
<td>date</td>
<td>Print Name</td>
<td></td>
</tr>
</tbody>
</table>