



CITY OF
TOPEKA

Department of Neighborhood Relations **Voluntary Demolition Program**



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



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APPLICATION VOLUNTARY DEMOLITION PROGRAM

Address of property to be demolished: _____

Owner (s) of property:

Address:

Phone No.:

_____	_____	_____
_____	_____	_____
_____	_____	_____

Contact Person/address/phone #:

E-Mail address:

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):



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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)



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Summary of Family Income Data

Family Member	a. Wages/ Salaries	b. Benefits/ Pensions	c. Public Assistance	d. Other Income	e. Asset Income
Totals	a.	b.	c.	d.	e.
Enter the ANNUAL INCOME .				\$	

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.

<i>RE-USE ACTIVITY</i>	<i>RE-PAYMENT % OF LIEN</i>
Property re-used for a non-residential use	75%
Property re-used for residential rental use	50%
Property re-used for owner-occupied use	25%

- 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.

<i>RE-USE ACTIVITY</i>	<i>RE-PAYMENT % OF LIEN</i>
Property re-used for a non-residential use	50%
Property re-used for residential rental use	0%
Property re-used for owner-occupied use	0%

- 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.



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Ethnicity (Head of Household)

Race/National Origin (Head of Household)

AI American Indian/Alaska Native
AS Asian
Black/African American
HI Native Hawaiian/Other Pacific Islander
WH White
IW American Indian/Alaska Native & White
AW Asian & White
BW Black/African American & White
IB American Indian/Alaska Native & Black/African American
OT Balance/Other

HS Hispanic/Latino
NHS Not Hispanic

Female-Headed Household	
Yes	
No	

Age (Head of Household Over 62)	
Yes	No

Household Members

List all household members:

Name (First and Last)	SSN	Age

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



CITY OF TOPEKA

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:

Property Owner Signature date

Property Owner Signature date

Print Name

Print Name

Address

Phone Number

Other Phone Number

E-Mail

Senior Program Administrator date

Renee Criqui
Print Name