

I. INTRODUCTION

The City of Muncie (“the City”) invites qualified for-profit and/or nonprofit developers (“Developers”) with extensive experience in single- and multi-family real estate acquisitions, dispositions, rehabilitation and/or construction, and scattered-site rental property management to submit their qualifications for the City’s NSP3 Scattered-Site Rental Rehabilitation Program (“NSP3 Program”) under the U.S. Department of Housing and Urban Development’s (HUD) Neighborhood Stabilization 3 Program (NSP3).

The City has been awarded NSP3 funds totalling \$1,148,363 to address the growing inventory of foreclosed, abandoned and vacant residential properties in our community. The City will utilize a portion of these funds to finance developers to acquire, rehabilitate and redevelop vacant and foreclosed single-family properties. The properties must be leased to income eligible tenants at restricted rent levels.

The Developer(s) selected will be required to enter into a Developer Agreement with the City pursuant to the NSP3 regulations. A sample agreement is included as Attachment A as background information; the final form may differ. The City is requesting potential Developer(s) to provide the following services:

- Acquisition of residential properties to be selected by the City and the Developer Partner
- Rehabilitation of selected residential properties
- Asset management of selected properties during the development period
- Leasing of selected properties to eligible households
- Other eligible activity, as approved by the City

Respondent should transmit their submissions in hard copy only by U.S. Mail, express delivery or hand delivery to the following address by October 28, 2011.

Community Development Department
City of Muncie
300 N. High St.
Muncie, IN 47305

The number of Developers selected to participate in the program will be based upon funding levels, capacity and qualifications of Developers, and volume of qualified properties in the NSP3 Target Area.

Respondents will be notified of the City’s action on proposals within approximately 14 days of the submission deadline.

II. GRANT OVERVIEW

- 1.) The City of Muncie intends to spend \$953,527 of its NSP3 grant to purchase and rehabilitate homes and residential properties that have been abandoned or foreclosed upon, in order to sell, rent, or redevelop such homes and properties for persons at or below 120% Area Median Income (AMI). Of the \$953,527, 25% or \$287,901 of the total grant will be set aside for units for

persons at or below 50% AMI. The total number of rental units to be completed is estimated at 11, with beneficiaries being households at low, moderate and middle income.

- 2.) In addition, \$80,000 has been set aside to redevelop demolished or vacant properties. The City of Muncie will partner with Habitat for Humanity and/or other entities to construct at least one new single-family home(s) with attention to design that will complement the historic neighborhood context. Vacant properties may also be redeveloped to include pocket parks and/or community gardens.
- 3.) Funds for administration of the grant equal 10% of the total or \$114,836, which will be used for planning, environmental review, coordination, and monitoring of all activities by City staff, as well as ongoing communication with the public, especially the residents of the target area.

III. TARGET AREA

The City of Muncie has identified a target area for the use of its NSP3 funds that includes several blocks of Main St. located on the near West side of downtown. The specific area consists of both sides of West Main Street from Liberty Street to Kilgore Avenue. This area was chosen as an “area of greatest need” based upon the high percentage of foreclosures, a high percentage of homes with high cost mortgages, and a high vacancy rate. There are approximately 59 total properties within the target area. There are at least 14 properties that are vacant, abandoned, or foreclosed, and therefore eligible for NSP3 funding.

All but half of one block of the target area falls within the Old West End Historic District, listed on the National Register of Historic Places. The residential neighborhood was mostly developed between 1880 and 1915 in response to the Gas Boom and has a wide range of architectural styles including Greek Revival, Gothic Revival, Italianate, Queen Anne, American Foursquare, Colonial Revival, and Bungalow. The neighborhood has the largest collection of late Victorian houses found in Muncie. Some of the smaller Victorian cottages, such as 525 and 615 W. Main, were constructed as speculative investment properties. Many of these houses were intended for middle-class residents, but featured decorative details such as interior woodwork, exterior fish scale shingles, and leaded glass windows. Today, the neighborhood has a high level of vacancies with many houses in varying states of disrepair.

Four blighted homes within the target area were demolished in the past two years, either by the City or by owners. An additional five are under Section 106 review for demolition using NSP 1 or CDBG funds. While two of these will likely still require demolition, the remainder may be saved by NSP3 and related programs, including several that will likely be condemned by the Building Commissioner in the near future.

Other plans in support of the NSP3 program include the use of TIF funds for sidewalk improvements, including ADA compliant curb ramps. The properties on the North side of Main Street sit on the banks of the White River, and an existing volunteer riverbank cleanup program will be encouraged to focus on this area. The target area will also be a preferred area for the City’s 2011 HOME Investment Partnership projects. There are also 19 owner-occupied homes located within the target area. While not eligible for NSP3 RFQ

NSP3 funding, the City intends to support these with a façade restoration and streetscape improvement program funded through CDBG.

IV. ELIGIBLE PROPERTIES

1. Purchase and rehabilitation of homes and residential properties that have been *abandoned* or *foreclosed* upon, in order to sell, rent, or redevelop such homes and properties.
 - a. A home or residential property is *abandoned* if either:
 - i. A mortgage, tribal leasehold, or tax payments are at least 90 days delinquent, or
 - ii. A code enforcement inspection has determined that the property is not habitable and the owner has taken no corrective actions within 90 days of notification of the deficiencies, or
 - iii. The property is subject to a court-ordered receivership or nuisance abatement related to abandonment pursuant to state, local or tribal law or otherwise meets a state definition of an abandoned home or residential property.
 - b. A home or residential property has been *foreclosed* upon if any of the following conditions apply:
 - i. The property's current delinquency status is at least 60 days delinquent under the Mortgage Bankers of America delinquency calculation and the owner has been notified of this delinquency, or
 - ii. The property owner is 90 days or more delinquent on tax payments, or
 - iii. Under state, local, or tribal law, foreclosure proceedings have been initiated or completed, or
 - iv. Foreclosure proceedings have been completed and title has been transferred to an intermediary aggregator or servicer that is not an NSP3 Department, contractor, subrecipient, developer, or end user.
2. Redevelop demolished or vacant properties.

V. SCOPE OF WORK

The City desires to contract with one or more Developers to identify, acquire, manage, rehabilitate, construct and rent foreclosed, abandoned and vacant single- and/or multi-family residential properties per program requirements. In addition to the City's financial assistance, the selected Developer(s) may be required to provide leverage financing for rehabilitation, construction and property management. The selected Developer(s) will be required to provide the services as described below and in the attached Standard Developer Agreement. These descriptions of services are not inclusive of requirements based on unforeseeable program changes initiated by the City or HUD. All work items will be carried out in conjunction with City staff direction, input, and review.

1. Acquisition
The selected Developer(s) will identify and acquire foreclosed, abandoned and vacant single- and/or multi-family properties suitable for rental to households with incomes up 120% AMI

(25% of the grant allocation must be spent on rehabilitation for households with incomes below 50% AMI). Foreclosed properties acquired through the use of NSP3 funds are required to be purchased at a minimum discount price of 1% based on an NSP3-compliant appraisal completed within 60 days of the final offer being made.

2. Rehabilitation/Construction

The Developer(s) will be required to rehabilitate or construct the properties purchased under the program based on a scope of work prepared by the Developer and approved by the City per NSP3 rehabilitation standards established by the City. Homes built prior to 1978 will require compliance with HUD's Lead Based Paint requirements. All rehabilitation will be required to be performed by licensed general contractors or specialty contractors with all proper permitting acquired from the City's Building Commissioner's Office. All City code violations discovered at the property are required to be repaired. All gut rehabilitation (i.e., general replacement of the interior of a building that may or may not include changes to structural elements such as flooring systems, columns or load bearing interior or exterior walls) or new construction of residential buildings up to three stories must be designed to meet the standard for Energy Star Qualified New Homes. For properties located within the Old West End Historic District, rehabilitation work must adhere to the Secretary of the Interior's Standards and Guidelines for the rehabilitation of historic structures. A profit and overhead percentage of the rehabilitation work will be provided based on the approved program guidelines.

3. Interim Property Management

The City will require that properties acquired and under title of the Developer be maintained and secured during this holding period. A plan for each property must be prepared to determine the level of maintenance and property security required. The selected Developer(s) will also need to regularly inspect the property during the holding period. Costs incurred by the selected company may be included in the Project Budget and funded by the City as described herein.

4. Leasing and Property Management

The Developer(s) shall be required to lease the subject properties to qualified households at restricted rental levels for a period of years, depending on the level of NSP3 subsidy.

a. For both homeownership and rental housing projects financed with NSP3 funds:

1. Less than \$15,000 per unit = 5 years
2. \$15,000 - \$40,000 per unit = 10 years
3. More than \$40,000 per unit = 15 years

b. For rehabilitation with refinancing on rental housing projects financed with NSP3 funds:

1. Any \$ amount = 15 years

c. For new construction or acquisition of newly constructed housing financed with NSP3 funds:

1. Any \$ amount = 20 years

5. Financing Provided by the City

The City will provide selected Developer(s) with development and permanent financing as described in the Sample Developer Agreement attached as Attachment A.

VI. SUBMISSION REQUIREMENTS

1. The Proposal Contents (see next page) will be the basis and outline for your response to this RFQ. Responses should follow the sequence indicated. If you cannot respond to any item, please indicate the reason.
2. 2 copies of the proposal must be submitted (one of the copies shall be unbound and paper clipped, suitable for copying with an automatic feed).
3. Only complete responses to this RFQ will be considered.
4. Each proposal submitted should include a cover letter and must be signed by an authorized representative of the company or organization.
5. All proposals must be delivered (via mail or hand-delivery) in a sealed envelope to: Community Development Department, City of Muncie, 300 N. High St., Muncie, IN 47305
6. Each envelope must be clearly marked and numbered if more than one envelope: RFQ FOR THE NSP3 RENTAL REHABILITATION PROGRAM (ex.: Number 1 of 2, Number 2 of 2)
7. Questions pertaining to this RFQ should be directed via EMAIL ONLY to: Heather Williams, NSP3 Coordinator, hwilliams@cityofmuncie.com
8. The respondent's proposal should emphasize a clear understanding of the Program and the necessary resources to perform the intended services. Responsiveness to the RFQ will be the principal basis for evaluation of each proposing organization.
9. All companies participating with the City will be expected to adhere to the program guidelines as established by the City.

VII. PROPOSAL CONTENTS

The City requires each respondent to submit a proposal that clearly addresses all of the requirements outlined in this RFQ and listed in the "Items for Response". The proposal shall be limited to 10 pages. Company brochures, data and resumes may be added to the proposal provided that this information is located in an Appendix at the back of the proposal. Should the prospective Developer have concerns about meeting any requirements of this RFQ, the Developer shall include a clearly labeled subsection with individual statements specifically identifying the concerns and exceptions.

The submitted proposal must include the following Items for Response:

1. A cover letter expressing interest in the program signed by a person who can legally bind the organization. Please include in your letter the legal name of the organization, the organization's address, and the contact information (including email address) of the executive official and the person responsible for preparing the proposal. In the cover letter, include an estimate of the numbers of single- and/or multi-family properties that you have the capacity to acquire, rehabilitate, and lease during a twenty-four month period.

2. A statement of general qualifications showing past experience with the same or similar type(s) of program.
3. A description of organizational capacity to carry out the proposed scope of work including an organization chart and the resumes of key personnel that will be assigned to assist in implementing the program (including resumes in an Appendix at the back of the proposal). If the respondent proposes to use any sub-developers as part of the development team, provide the résumés of the sub-developers and their role in the program. Include a description of prior experience with providing services or administering programs for the City.
4. A description of the respondent's experience in acquiring and rehabilitating single- and multi-family properties. Describe the single- and multi-family properties developed in the past 5 years, their addresses, and condition of homes requiring repairs.
5. A description of the approach that will be taken for hiring Section 3 employees and business concerns who reside in the "vicinity" identified as the NSP3 Target Area, as well as low-income residents of the City who do not reside in the NSP3 Target Area.
6. A description of the approach that will be taken for hiring local contractors and design professionals.
7. Your most recent audited financial statements for your organization and any entities controlled by the Developer that own single-family rental properties, as well as the Developer's approach to leveraging funds, if any.
8. A description of the respondent's experience in marketing, leasing, and managing single- and multi-family rental units during the past 5 years. Describe the numbers of single- and multi-family properties currently managed, their general locations (specific addresses are not required), and typical rental levels. This information can be combined in a list or chart with the information required under VII. D., above. If the developer does not propose to manage the rental units, provide this information for the proposed property manager, along with the name and address of the organization and resumes of key staff.
9. A copy of your Workers Compensation and Liability Insurance policy binders indicating the limits, carrier and expiration date. A minimum of \$1 million per occurrence is required.

VIII. PROPOSAL EVALUATION

The following is an outline of the procedures the City will use in the selection process:

1. A Selection Committee ("Committee"), composed of City staff, will be assembled to evaluate the proposals submitted by the respondents. The Committee may select a reasonable number of top-ranked respondents to be invited to appear before it to discuss their proposals. Said interviews, if held, will take place on a date and time to be determined.
2. The Committee will rank the respondents and recommend one or more developers to the Program Director for selection and negotiation of developer agreements.
3. The City reserves the right, without qualification, to reject all proposals and/or exercise discretion and apply its judgment with respect to any proposals submitted.

IX. CITY DISCRETION, NON LIABILITY WAIVERS AND HOLD HARMLESS PROVISIONS

This RFQ does not commit the City to pay any costs incurred in the preparation of a response. The City reserves the right to accept or reject any proposal in part or in its entirety. The City reserves the right to reject any and all proposals, and to waive any technical errors, irregularities, or discrepancies, if to do so is deemed to serve the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Developer to whom it is proposed to make such award. The City reserves the right to choose any number of qualified finalists. In addition, the City reserves the right to issue written notice to all participants of any changes in the proposal submission schedule or other schedules, should the City determine, at its sole and absolute discretion, that such changes are necessary. The proposing entity, by submitting a response to this RFQ, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFQ. Any subsequent changes to the RFQ from the date of issuance to the date of submittal may result in an addendum by the issuing office.

X. MINIMUM PROPOSAL QUALIFICATIONS CRITERIA

The minimum qualifications for proposals to be considered are as noted below. These qualifications are applicable to the respondent and any and all sub-developers and/or property management companies described in a proposal.

1. Business license requirements.
2. Meeting liability insurance requirements with the City as added insured.
3. Meeting Worker's Compensation insurance requirements.
4. Demonstrated ability to successfully carry out the scope of work.
5. Identification of personnel, contractors and subcontractors.
6. Completeness of proposal.

XI. SELECTION CRITERIA

Proposals received which meet the minimum qualifications criteria will be ranked and rated by the Selection Committee based on the following criteria:

1. Qualifications of the proposed personnel and contractors to carry out the proposed program. (20 points)
2. Numbers of single- and multi-family rental units developed in the past five years and currently managed successfully. (20 points)
3. Financial capacity of respondent to carry out the proposed scope of work. (20 points)

4. Financial stability of respondent's current single- and multi-family rental operations. (20 points)
Proposed approach to carrying out the program. (20 points)

XII. FEDERAL PROVISIONS

During the performance of this contract, Developer and all contractors, consultants, etc. working for or with the Developer agree to comply with the following federal provisions:

1. Executive Order 11246 requires that, during the performance of this contract, the Developer agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Developer setting forth the provisions of this nondiscrimination clause.
2. Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701 et. seq., requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
3. Title VI of the Civil Rights Act of 1964 provides that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
4. Section 109, Title I of the Housing and Community Development Act of 1974, provides that no person shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this Title.
5. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.
6. Developer agrees to retain and provide to the City, access to any books, documents, papers and records for audit or examination for a minimum of four (4) years after final payment and all other pending matters relative to the performance of this contract are closed.
7. The Developer agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.487 or 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all NSP3-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-

based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

8. Payments of not less than prevailing (Davis-Bacon) wage rates must be paid to all laborers and mechanics employed by contractors and subcontractors working on properties containing eight or more units when contracts for federally-assisted construction are over \$2,000. Davis-Bacon requires compensation for overtime hours (hours worked over 40 in a work week at the site of the covered work) at no less than 1.5 times the regular basic rate of pay, and certification and submission of weekly payroll reports for each week that work is performed at the site of the covered work. Furthermore, if a project is using both NSP3 funds and funding from another federal source(s) (e.g., HOME, CDBG, TCAP), the Developer must adhere to the most restrictive rules.

Exhibit A:

Sample Developer Agreement

NSP3 PROGRAM

PROJECT AGREEMENT

This Neighborhood Stabilization Program 3 (NSP3) Project Agreement (hereinafter "Agreement") is made and entered into this ____ day of _____ 2011 by and between _____ (hereinafter called "Developer") and the City of Muncie by and through its Community Development Department (hereinafter "Department");

WHEREAS, The City of Muncie is a recipient of Neighborhood Stabilization Program 3 funds, (hereinafter "NSP3"); and

WHEREAS, The Department wishes to engage the Developer to assist the Department in using a portion of the NSP3 award in accordance with applicable notices, regulations and guidance from the United States Department of Housing and Urban Development (HUD);

NOW, THEREFORE, it is mutually agreed by and between the Developer and the Department as follows:

I. PROJECT CONDITIONS

A. Project

1. Developer shall undertake, or cause to be undertaken, the activity described in Developer's application at the property(ies) located at _____, in accordance with NSP3 fund regulations contained in Section 1497 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, the City of Muncie NSP3 Policies & Procedures Manual; the Owner Information Packet; the certifications listed in the application; and the terms and conditions of this Agreement, all of which are made a part of the Agreement by reference.
2. The project shall consist of the renovations listed in the work write-up, submitted in the Developer's application, and approved by the Department, which is included in Exhibit B with itemized costs and the project schedule. The total cost of the Project is estimated to be \$_____ NSP3 funds, \$_____ other subsidies (i.e. Low Income Housing Tax Credits), \$_____ private investment, \$_____ other.

3. Construction work is scheduled to begin on or before _____, with 50% of NSP3 funds expended by March 7, 2013 and 100% of NSP3 funds expended by March 7, 2014. Developer shall obtain the Department's written approval of any changes in the Project's scope, budget, schedule, or location prior to implementing said changes.
4. Project documents, including application, program guidelines, sample contracts and other pertinent documents are complementary in nature and what is called for in one is called for in all.

B. Acquisition

1. Appraisal: Developer will obtain a full URA-compliant appraisal if the property is foreclosed upon as defined by NSP3. The appraisal must be completed within 60 days of a final offer made for the property, to confirm that the offer or sale price is at least 1% below appraised value, as required by NSP3. Developer will submit documentation of the certified appraisal and documentation that verifies that the purchase price of the property is discounted 1% from value contained in the appraisal to the Department prior to the property closing.
 - a. Fair Market Valuation: Appraisers should appraise properties "as is" to determine value for the highest and best use under current zoning.
 - b. Retention of Appraisal Firm: Appraisers shall appear on the approved appraisers list compiled by the State of Indiana.
 - c. Only Certified General Appraisers may be used; Conformance to USPAP: The appraisal must conform to the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal must be signed and certified by the appraiser and should include the appraiser's state license number.
 - d. Records Retention: Appraisers should be instructed to retain for five years their files/records regarding all appraisals done on properties acquired by the Developer.
 - e. Additional Requirements: See Attachment R
2. Use of "Comparables": A minimum of two thirds of the properties used as comparisons must be non-government assisted properties. Government assisted property includes property acquisitions financed by HUD, State and local governments.
3. Notifications
 - a. Developer must notify the seller or potential seller in writing that the acquisition of the property is completely voluntary and that the agent does not have the power of Eminent Domain (condemnation). (Attachment Q)
 - b. When Developer makes an offer to acquire real property, the offer will be in writing and must include the basis upon which the offering price was determined, i.e., appraisal, market analysis, etc.
4. Relocation (Uniform Relocation Act: 42 USC 4651): Developer will only target vacant buildings or land for acquisition. Projects requiring relocation activity are prohibited.

C. Loan Amount, Term, and Security:

This section is subject to revision depending on the scope of the project and any gap financing required. The loan agreement may be drafted as follows or may be structured as a low-interest loan or combination thereof.

1. Subject to the terms and conditions of this Agreement, the Department agrees to make a loan to the Developer in a principal sum not to exceed _____ in NSP3 funds. Principal advances shall be based upon appropriate evidence submitted for disbursement, as set forth in this section. After Project completion, the principal amount shall be a non-interest bearing loan. The term of the loan (herein also known as the “Period of Affordability”) shall be XXXX years, which period shall begin on the date of the final disbursement of the loan proceeds to Developer. As long as there is no default of any of the provisions of this Agreement or any of the supporting loan documents hereinafter described, the principal amount of the Loan shall be forgiven in its entirety on the XXXX (XXth) anniversary of the date of the final disbursement of the loan proceeds to the Developer. Developer may then loan the NSP3 Funds to _____ (the “Owner”), for use in connection with the Project.
2. In the event of any default in the provisions of this Agreement or any of the supporting loan documents hereinafter described, the unforgiven principal amount may be called immediately due and payable to the Department in which event the then existing loan balance shall bear interest from the date of such default at the rate of 10% per annum compounded monthly from such date.
3. The Loan shall be further evidenced by a promissory note (Attachment C) and secured by a Collateral Assignment of mortgage (Attachment D). Deed restrictions (Attachment E) shall be executed by Owner for the purpose of enforcing the affordability requirements listed in Section II(A)(12) for the term of the Loan.
4. Policy for Requests for Subordination:
 - a. The Department may consider each request for subordination of the mortgage securing the NSP3 Funds position to new financing provided, however, Department hereby agrees that the mortgage shall be subordinate to financing provided by IHCD and any construction/bridge lender for the Project. Approval of such requests may not be automatic and may be contingent upon the circumstances of each situation and the effect the subordination may have upon the project. While approval may not be unreasonably withheld, the Department reserves the right to determine reasonableness.
 - b. The Request for Subordination and Authorization for Release of Information Form (Attachment H) must be signed by all property owners. The Department will not usually require a separate appraisal or title search; Mortgage Company/Bank’s verification of information may be accepted. The Department reserves the right to require additional information if unusual circumstances arise.
 - c. To expedite the process, signed forms received by fax may be accepted and the original can then be mailed to the department at Community Development, 300 N. High St.,

Muncie, IN 47305. The original must be in the hands of the Department before a decision can be issued.

- d. Requests for subordination will be reviewed and approval or denial will be given within five (5) business days. If an appropriate staff person is not available, such review and approval/denial will be given within five (5) business days of that staff person's return to work.

II. SCOPE OF SERVICE

Developer will be responsible for carrying out NSP3 activities in a manner satisfactory to the Department and consistent with all standards required as a condition of providing these funds. Program activities will include the following uses and corresponding activities eligible under NSP3:

A. Developer Responsibilities

1. Developer will carry out this program in accordance with the policies, procedures and other provisions of the NSP3 Policies & Procedures Manual, provided to Developer by Department, and incorporated herein by reference. Developer hereby agrees to accept and follow any written amendments to the Policies & Procedures Manual by Department that are made as a direct result of additional guidance or regulations provided by HUD, as well as any written amendments that are mutually agreed upon by Department and Developer.
1. This program activity may include the acquisition and development of residential property that is foreclosed upon, abandoned, blighted or vacant in accordance with the definitions and requirements of the NSP3 program, to the extent that these activities are incorporated in this Section I and in Exhibit B, Rental Development Activities and Detailed Budget. If the principal structure(s) of an acquired property is to be demolished, Department must first declare the property blighted and then provide written permission to carry out the demolition.
2. Developer is responsible for providing the deliverables that are described in Exhibit B, Rental Development Activities and Detailed Budget, within the time periods and for the approximate average budget amounts described therein. The total use of NSP3 funds provided under this Agreement may not exceed the total amount of NSP3 funds indicated in Section II(A)(6) below.
3. Department shall cause Developer to submit copies of all plans, specifications, bid documents, and proposed contracts associated with the Project to the Department for review and approval prior to soliciting bids and awarding contracts. No payments will be made on contracts that have not been approved in advance by the Department. Department shall cause Developer to notify the Department, in writing, of all change orders connected with contracts associated with the Project.
4. Developer's expenditures for program delivery will be limited as follows, unless changes to the limits are agreed to in writing by the Department and Developer for a particular property:
 - a. Minimum number of units to be acquired developed and rented: _____, of which _____ units will be rented to households with incomes at or below 50% of area median income.

- b. Eligible properties: Developer will acquire only properties in the designated NSP3 Target Area that are eligible under NSP3 for rehabilitation or redevelopment as affordable residential properties. Properties acquired must be abandoned or foreclosed upon, blighted, vacant lots, or vacant residential structures, as defined in the NSP3 program guidelines. Residential structures that are not blighted will be rehabilitated. A new home may be reconstructed on a vacant lot acquired or a vacant lot resulting from the acquisition and demolition of a blighted home.
- c. Designated Target Area: Developer may carry out this activity only in the following NSP3 Target area: both sides of West Main Street from Liberty Street to Kilgore Avenue and 115 S. Council.
- d. Prior approval of acquisitions by Department: Developer may not execute a purchase agreement for a property to be acquired and developed or contribute a Developer-owned property to this program without first obtaining written approval by Department. To request this approval, Developer will provide Department with a property description, proof of abandoned, foreclosed, or vacant status as applicable, preliminary plans and specifications for rehabilitation or construction work, a preliminary Project Budget, and a preliminary operating budget that estimates revenues, operating expenses, debt service and net operating income for the first five years of occupancy. The Project Budget will be provided in a form acceptable to Department and similar to the development cost estimates in Exhibit B herein. Department will base its approval upon an assessment of NSP3 compliance, financial feasibility, conformity to expenditure limits described herein, and the potential marketability of the property. Properties must be located in NSP3 Target Areas as described herein. In addition, an Environmental Review must have been completed and approved by Department prior to Developer taking a “choice-limiting action”, such as purchasing real estate, in order for the Department to be able to release funds.
- e. Approval and funding of demolition costs: Primary structures on properties acquired or contributed may not be demolished unless they are declared as blighted by Department. Unless otherwise agreed to in writing, Developer must fund the cost of demolition (if any) out of the funding that is made available in this Agreement or from the Developer’s own resources.
- f. Maximum NSP3 expenditure per dwelling unit: Developer may spend no more than the following on any single dwelling unit, unless Department gives written approval for an additional amount due to the strategic value of a property for the NSP3 program or unforeseen costs that were beyond the control of Developer.

<p>221(d)(3) Limits</p> <p>July 2011</p>

Bedrooms	Base Limit	Muncie Limit
0	\$50,956.00	\$119,746.60
1	\$58,752.00	\$138,067.20
2	\$70,857.00	\$166,513.65
3	\$90,699.00	\$213,142.65
4+	\$101,042.00	\$237,448.70

The above 221(d)(3) Limits are valid thru Dec. 31, 2011.

- g. **Average NSP3 expenditure per dwelling unit:** The average NSP3 expenditure per dwelling unit may not exceed \$_____. Department encourages Developer to develop additional homes at a lower average NSP3 cost if it is feasible.
- h. **Developer fee allowed per dwelling unit:** The allowed developer fee is \$_____. Of this amount, \$_____ will be payable upon acquisition of an NSP3 qualified property, \$_____ payable upon final completion of rehabilitation/construction work, and \$_____ payable upon initial occupancy by a qualified renter and transmittal of all required close-out documents. Developer may earn no other fee or profit from the development of an NSP3-assisted dwelling unit, other than the general contractor fee, described below.
- i. **General contractor fee allowed:** If Developer is acting as general contractor and thus hiring and managing subcontractors, Developer may charge an additional fee in the form of a 10% mark-up of subcontractor costs. Developer's reimbursement requests for construction costs may include a 10% mark-up of all valid, documented costs of subcontractors who have performed construction work. However, such mark-up may not be applied to non-construction costs such as taxes, insurance, security, general requirement, or working capital costs. No such fees will be paid to Developer for any NSP3 property that is rehabilitated or built by a third-party general contractor. All general contractors performing work on NSP3-assisted projects must be properly licensed.
- j. **Allowed marketing costs:** Developer may expend up to \$_____ per property in NSP3 funds for marketing costs, such as advertisements and flyers. If marketing is funded for multiple NSP3 properties, the costs of such marketing must be allocated to each property.
- k. **Other limits on expenditures:** Other acquisition, rehabilitation/construction and soft costs described in Exhibit B are not subject to per-unit cost limits on a line-item basis, but must be reasonable and ordinary costs of development and, in the aggregate, must conform to the per-unit cost limits and average costs described elsewhere in this Section II(A)(5).

- I. Accounting for expenditures: Developer will account for total NSP3 expenditures per unit by means of assigning an accounting code for NSP3-funded or reimbursed expenses for each property and another accounting code, if applicable, for non-NSP3 funded expenditures (if any). When the development of an NSP3-assisted unit is completed, Developer will provide Department with a complete accounting of NSP3 expenditures for that unit and non-NSP3 expenditures, if any.
- m. Maximum Rental Amount: The rental amount for the 25% set-aside dwelling units may not exceed an amount affordable to a household at 50% of area median income (AMI) adjusted for household size. The rental amount for the remaining dwelling units may not exceed an amount affordable to a household at 120% of AMI adjusted for household size. Maximum rental amounts will be readjusted annually based on the income limits prevailing for the location of the rental housing, which are updated annually and published by HUD for the Housing Choice Voucher (Section 8) rental assistance program on HUD's website. Developer will adjust the maximum rental amount within 30 days of publication of new income limits and apply the maximum amount to all new leases executed after that time. To determine the affordable rental amount, Developer will follow these procedures:

1. For each unit, household size will be based on the actual number of residents per unit.
2. From the HUD chart on income limits, Developer will identify for each unit to be rented the income limit for the appropriate household size and maximum allowed percentage of area median income.
3. The resulting income amount will be multiplied by 30% to represent an affordable payment for rent and utilities.
4. Using a schedule of utility allowances from the Muncie Housing Authority or equivalent document, the estimated amounts of the tenant-paid utilities will be deducted from the affordable housing payment amount. The result will be the maximum allowed contract rent.

This language may be amended if the project will use Low-Income Housing Tax Credits, project-based rent subsidies, or other subsidies that have special requirements for establishing rents. In such cases, the Department may wish to mirror those rent requirements, as long as they do not exceed NSP3 income limits.

- n. NSP3-assisted properties must be rented only to income-qualified households.
5. Developer shall submit a fully completed Reimbursement Request Form (Attachment F) for each payment requested. Requests may not exceed the amount needed for payment of eligible costs incurred. For timely processing of reimbursement requests, all requests for payments must be to the Department by 12:00 noon on Tuesdays and shall include Photostatic copies of all invoices and cancelled checks to support said request. Developer shall also submit a Minority

Business Enterprises (MBE) and Women Business Enterprises (WBE) form (Attachment G) when requesting final payment. In addition, the Department must report this information to HUD annually and will request MBE-WBE forms from the Developer detailing any subcontracts over \$10,000. As the reporting period runs Oct.1-Sept.30, the Department will ask for forms to be submitted by the third Monday of October. Costs are described in 24 CFR 570.202(b)(1) and generally include development hard costs, acquisition costs, and related soft costs.

6. All claims for reimbursement must be submitted by February 06, 2014.
7. The Developer shall not allow tenants or their possessions to occupy housing units assisted under this agreement until: (i) all construction work on such units is complete, (ii) a Certificate of Occupancy is issued by the Muncie Building Commissioner (iii) all necessary title transfer requirements have been performed, (iv) all required information has been submitted to the Department, (v) units have passed final lead based paint testing and results are on file in the Community Development office, (vi) units have passed Housing Quality Standards (HQS) inspection and results are on file in the Community Development office, and (vii) all NSP3-assisted units are Energy Star Qualified as certified by a HOME Energy Rater or documentation that certification could not be feasible is on file in the Community Development office.
8. Developer shall adopt a written policy for selecting tenants that provides for 1) selecting tenants from a written waiting list in chronological order of their application (insofar as is practicable); and 2) the prompt written notice to any rejected applicant of the grounds for rejection. This policy shall be consistent with the purpose of providing housing for households that are below 50% of AMI and households that are below 120% of AMI; be reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease; and give reasonable consideration to the housing needs of families that would have a preference under the Federal selection preferences for admission to Public Housing.

Developer shall use a lease approved by the Department that: 1) is for a minimum period of one year, and 2) obtains the tenant's agreement to provide accurate annual income and household information for reporting purposes. The lease between the Developer and the tenant CANNOT contain certain provisions as identified in Attachment J.

Developer may only terminate a lease or refuse to renew a lease for serious or repeated violations of the terms and conditions of the lease; violation of applicable federal, state or local law; or for other good cause. Any termination or refusal to renew must be given in a written notice specifying the grounds for the action, provided to the tenant at least thirty days before the action is effective.

9. The Developer shall maintain books, records, and other documents relating directly to all matters covered by this Agreement, including those required by Federal regulations specified in 24 CFR 570.506. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken benefits low-, moderate-, or middle-income persons.

- c. Records required to determine the eligibility of activities and the eligibility of all properties assisted;
- d. Records required to document the purchase and sale amounts—or rental amounts—of each property, discounts, and the sources and uses of funds for each activity;
- e. Records documenting compliance with the fair housing and equal opportunity requirements of the NSP3 program, including but not limited to the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the program;
- f. Records documenting efforts to ensure that the initial successor in interest in a foreclosed upon dwelling or residential real property has complied with the tenant protection requirements.
- g. Financial records; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

These items, including the written agreement, shall be kept available for a period of five years after the expiration of the Period of Affordability, with the exception that records of individual tenant income verifications, project rents and project inspections must be retained for the most recent five year period, until five years after the Period of Affordability expires. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started prior to the end of the record retention period, the records must be retained until resolution of the action and all related issues, or until the end of the required period, whichever is later.

Any duly authorized representative of the Secretary of HUD, Indiana State Board of Accounts, or the Department shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records and other documents.

Prior to project completion, Developer shall submit a monthly progress (Attachment K) report to the Department on or before the 5th day of each month. During the period of affordability, Developer shall submit a completed Tenant Household Data form (Attachment L) to the Department within 30 days of leasing each vacant NSP3-assisted unit. Also during the period of affordability, Developer shall submit when the unit is rented a Tenant Application of Gross Monthly Income (Attachment M), along with Photostatic copies of verification of income.

Developer shall also maintain and keep up to date an updated Utility Allowance Worksheet (Attachment M). Electronic versions will be supplied via email. (Samples are also attached under Attachment M).

10. Period of Affordability: Housing assisted with NSP3 funds must remain affordable for a minimum period according to the total amount of NSP3 funds invested and the type of assistance, as follows:
 - a. For both homeownership and rental housing projects financed with NSP3 funds:

1. Less than \$15,000 per unit = 5 years
 2. \$15,000 - \$40,000 per unit = 10 years
 3. More than \$40,000 per unit = 15 years
 - b. For rehabilitation with refinancing on rental housing projects financed with NSP3 funds:
 1. Any \$ amount = 15 years
 - c. For new construction or acquisition of newly constructed housing financed with NSP3 funds:
 1. Any \$ amount = 20 years
11. All projects will conform to applicable provisions of the current Indiana Building Code or One and Two Family Building Code as appropriate, as well as the Indiana Electrical, Mechanical and Plumbing Codes. Rehabilitation projects will comply with the Community Development Minimum Housing Rehabilitation Standards. Newly constructed housing shall meet the current edition of the Model Energy Code published by the Council of American Building Officials.

For rehabilitation projects within the historic district, all projects shall adhere to the Secretary of the Interior's Standards for the Treatment of Historic Structures and plans shall be reviewed by the Historic Preservation Officer and Muncie Historic Preservation and Rehabilitation Commission prior to the start of construction.

As all of the properties were constructed prior to 1978, all rehabs will comply with the EPA's Renovation, Repair and Painting (RRP) Rule.

Developer agrees to maintain the Project in such condition, maintenance and repair that the Project is at all times in compliance with Housing Quality Standards contained in 24 CFR 882.109. Developer agrees that the Project shall comply with all applicable housing, building and public health codes, ordinances and zoning ordinances, and that the dwelling units shall at all times be fit and habitable.

All projects will be Energy Star or LEED certified. All units must be certified by an independent HOME Energy Rater as meeting guidelines for energy efficiency as established by the United States Environmental Protection Agency. There may be instances where Energy Star Qualification will not be reasonably possible. In those cases, Developer shall submit documentation to Department explaining the reasons for Developer's inability to achieve Energy Star Qualification.

With each payment request, energy efficiency related accomplishments must be submitted for each unit using the form provided as Attachment S.

12. Developer shall maintain hazard and liability insurance during the term of this Agreement in an amount, form, substance and quality acceptable to the Department. In addition, Worker's

Compensation coverage shall be required in the event that anyone other than the Developer or the Developer’s immediate family members perform work on the property.

Developer shall not permit any contractor or subcontractor to commence work on the project prior to providing Developer with a Certificate of Insurance showing adequate insurance coverage has been secured for the period of the respective contract. Developer shall require contractors and subcontractors to maintain adequate insurance coverage until the work of their contract is completed and final payment is issued by the Developer. Adequate coverage shall be a minimum of:

<u>Coverage</u>	<u>Limits</u>
Comprehensive General Liabilities (including Contractual)	\$500,000 each person, \$500,000 each accident, \$1,000,000 aggregate
Property Damage	\$500,000 each person, \$1,000,000 aggregate OR \$500,000 CSL Bodily Injury & Property Damage
Workmen’s Compensation	Statutory
Employer’s Liability	\$100,000 Bodily Injury by Accident each accident \$500,000 Bodily Injury by Disease/policy limit \$100,000 Bodily Injury by Disease each employee
Automobile Liability/Bodily Injury Excess (Umbrella)	\$500,000 each person, \$500,000 each accident \$1,000,000 CSL Personal

13. To comply with monitoring regulations during the term of the loan, Developer agrees to allow the Department, or its representative, to conduct on-site inspections and monitoring of records at any time during normal business hours and as often as the Department may deem necessary, with reasonable notice, at least once every three years for projects with 1-4 units; every two years for projects with 5-25 units; and every year for projects with 26 or more units. Developer agrees that if this unit received project-based Section 8 subsidy or is occupied by a Section 8-assisted tenant that all copies of HQS inspections shall be forwarded to the Department.
14. The Developer agrees to keep all taxes on the property paid and current.
15. Developer agrees that financing secured by a mortgage insured by HUD will not be used in connection with this Project.
16. Developer shall not assign or transfer any interest in this Agreement or ownership of the property without the prior written consent of the Department.
17. The Developer and the contractor shall comply with 24 CFR 35.1300 – 1350 when completing rehab work. Testing or assumption of lead based paint will be performed prior to work being conducted on the project. Safe work practices will be used on projects documented or presumed to have lead based paint. Records of prior inspections or risk assessments performed by licensed inspectors or risk assessors must be provided to Department. Risk assessments are valid for one (1) year. Lead based paint inspection, risk assessment, and clearance costs shall be figured into the project cost as a soft cost and shall be paid for as part of the contract. Any contractor or construction worker that is disturbing a painted surface on a project funded with

Federal dollars must either be trained in lead safe work practices or be supervised by a certified lead based paint supervisor. The de minimus levels of paint that can be disturbed without requiring lead safe training are 2 square feet on any one interior room or space, 10% of the total surface area on an interior or exterior type of component with a small surface area, or 20 square feet on exterior surfaces.

Any project involving the rehabilitation of a property built before 1978 must comply with the Environmental Protection Agencies' (EPA's) Renovation, Repair, and Maintenance Program Final Rule (40 CFR Part 746), as well as HUD's additional work practice and clearance requirements.

Costs of the first clearance examination will be absorbed by Department with the Developer being responsible for any subsequent examinations required to achieve clearance. Minimum cost for each subsequent examination will be \$150.00.

18. All work shall be performed in conformance with the EPA's "Lead: Renovation, Repair and Painting" rule at 40 CFR 745.80, Subpart E. Requirements of the rule include, but are not limited to the following:
 - a. Training and Certification: Firms working on the project shall be certified by the EPA. In addition to firm certification, an employee shall be a Certified Renovator. This employee is responsible for training other employees and overseeing work practices and cleaning.
 - b. Work Practices: Before the work starts, the Certified Renovator will post warning signs outside the work area and supervise setting up containment to prevent spreading dust. The rule lists specific containment procedures for both interior and exterior projects. It forbids certain work practices including open flame or torch burning, use of a heat gun that exceeds 1100 degrees Fahrenheit, and high-speed sanding and grinding unless the tool is equipped with a HEPA exhaust control. Once the work is completed, the regulation specifies cleaning and waste disposal procedures. Clean up procedures must be supervised by a Certified Renovator.
 - c. Verification and Record Keeping: After clean up is complete the Certified Renovator must verify by matching a cleaning cloth with an EPA verification card. If the cloth appears dirtier or darker than the card, the cleaning must be repeated. A complete file of records on the project must be kept by the certified renovator for five years. These records include, but aren't limited to verification of owner/occupant receipt of the *Renovate Right* pamphlet or attempt to inform, documentation of work practices, Certified Renovator certification, and proof of worker training.
19. For project properties located within the Old West End Historic District, plans and specifications for the rehabilitation must be submitted to the Muncie Historic Preservation and Rehabilitation Commission through the Department's Historic Preservation Officer and approved for compliance with the Secretary of the Interior's Standards for Rehabilitation. In the case of new construction, plans, specifications, bid documents, and proposed contracts must also be submitted to the Muncie Historic Preservation and Rehabilitation Commission through the

Department's Historic Preservation Officer for compliance. Additionally, the owner shall petition Common Council of the City of Muncie for designation as a Local Landmark by the City of Muncie.

If any archaeological artifacts or human remains are uncovered during construction, demolition, or earth-moving activities, state law (Indiana Code 14-21-1-27 and 29) requires that the discovery must be reported to the Department of Natural Resources within two (2) business days. In that event, cease work in the area of the discovery and notify the Muncie Historic Preservation Officer (765)747-4825 and DNR at (317)232-1646. Be advised that adherence to Indiana Code 14-21-1-27 & 29 does not obviate the need to adhere to applicable federal statutes and regulations.

B. Department Responsibilities

The Department shall:

1. Monitor the project's progress to ensure that the amount of Rental Development Program funds disbursed is comparable to the work performed. Requests for payment shall be processed by the Department on a monthly basis. The Department may consider, and approved on a case-by-case basis, the payment of draw requests more often than monthly if circumstances require. At a minimum, a ten percent (10%) Developer Fee or Retainage shall be retained by the Department until (i) all construction work is complete, (ii) a Certificate of Occupancy is issued by the Muncie Building Commissioner, (iii) all NSP3 assisted units are occupied, (iv) all necessary title transfer requirements have been performed, (v) all required information has been submitted to the Department, (vi) units have passed final lead based paint testing and results are on file in the Community Development office; (vii) units have passes Housing Quality Standards (HQS) inspection and results are on file in the Community Development office and (viii) all NSP3-assisted units are Energy Star Qualified as certified by HOME Energy Rater, or in instances where Energy Star Qualification will not be reasonably possible, Developer shall submit documentation to Department explaining the reasons for Developer's inability to achieve Energy Star Qualification.
2. Complete site-specific environmental reviews. Clearance on the environmental review must be provided before NSP3 funds can be committed without conditions or expended.
3. Approve each property purchase as described herein and in the NSP Program Manual.
4. Monitor all program activities of Developer to ensure compliance with the terms of this Agreement including all NSP3 requirements.
5. Process requests for disbursements of NSP3 funds, including completing necessary construction inspections in a timely manner. Department will clearly and promptly describe any deficiencies that prevent a disbursement or portion of a disbursement from being approved. Upon the request of Developer, Department must promptly itemize and describe such deficiencies in writing.
6. Ensure that information required by the Recovery Act is reported in the Disaster Recovery Grant Reporting (DRGR) system or on www.FederalReporting.gov in a timely manner, as required by

HUD. Department must comply with the NSP3 performance reporting requirements and with any additional reporting requirements announced by HUD at any time during the duration of this agreement.

C. Income Eligibility Requirements

In accordance with Section 1497 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Dodd-Frank), the Developer will use all NSP3 funds to assist individuals and families whose incomes do not exceed 120 percent of area median income. The Department is responsible for ensuring that 25 percent of the total grant is used for the purchase and redevelopment of abandoned or foreclosed upon homes or residential properties to house individuals and families whose incomes do not exceed 50 percent of area median income, as required by Dodd-Frank; the Developer will use NSP3 funding for individuals and families at or below 50 percent of area median income if required by provisions elsewhere in this agreement.

D. Developer Staffing

The names and roles of Developer’s key personnel (staff or contractors) executing the project are as follows:

Chief Executive: _____

NSP3 Project Manager: _____

Construction Manager: _____

Person in charge of marketing: _____

Financial staff person responsible for approving submission of NSP3 payment requests:

Any changes in the assigned key personnel or their general responsibilities under this project are subject to the prior approval of the Department.

E. Performance Monitoring

The Department will monitor the performance of the Developer based on goals and performance standards as stated above along with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract. Substandard performance as determined by the Department will constitute noncompliance with the Agreement. If corrective action is not taken by the Developer within a reasonable period of time after being notified by the Department, contract suspension or termination procedures will be initiated. Developer agrees to provide HUD, the HUD Office of Inspector General, the General Accounting Office, the Department,

or the Department's internal auditor(s) access to all records related to performance of activities in this agreement.

F. Progress Reports and Other Reports

Developer hereby agrees to provide in a timely manner all necessary progress reports and other reports required by Department on forms to be provided by Department.

III. TIME OF PERFORMANCE

A. Start and Completion Dates

Services of the Developer shall start on the ____ day of _____, 20__ and end on the ____ day of _____, 20__ with all NSP3 funds allocated having been expended, unless Department at its sole discretion approves a later completion date. Developer must expend at least half of that amount by the ____ day of _____, 20__.

Notwithstanding the foregoing, with respect to additional activities and funding, the term of this agreement will automatically extend to _____, if Department allocates additional funds to Developer for the activities described herein, or causes another entity (such as a non-profit housing fund) to allocate additional funds. As a condition of Developer receiving such additional allocation of funds, Developer and staff of Department must jointly create and agree to a new Exhibit B, Rental Development Activities and Detailed Budget, describing the additional activities, schedule and costs.

The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Developer is responsible for NSP3 reporting or compliance measures or remains in control of NSP3 funds or other NSP3 assets, including program income.

IV. BUDGET

A. Program Budget

The total amount of NSP3 funding allocated to developer is \$_____. This amount represents an allocation of the Department's total NSP3 funding contingent upon Developer's performance.

B. Additional Budget Details

A detailed project budget and cash flow projections are included in Exhibit B. In addition, the Department may require more detailed or different budget breakdowns than the one contained herein, and the Developer shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Department.

C. Recapture and Reallocation of Developer's Allocation of NSP3 Funds

If Developer fails to expend NSP3 funds as indicated with regard to the goals and delivery schedule in Exhibit B, Department at its sole discretion may recapture a portion or all of the Developer’s total NSP3 funding allocation. The portion recaptured will be equal to the Department’s estimate of the amount of NSP3 funds that would remain unspent by the spending deadlines described herein, based on Developer’s activities to date and capacity to complete the work.

In addition, the amount of Developer’s NSP3 funding allocation that is not expended by the deadlines in Section III herein will be recaptured immediately unless Department grants a brief extension of the deadline in writing based on extenuating circumstances and compelling evidence that obligations will be completed during the extended period.

V. PAYMENT

It is expressly agreed and understood that the total amount of NSP3 funds to be paid by the Department to the Developer under this Agreement shall not exceed the amount described in Section IV(A) herein plus additional amounts allocated, if any. Requests for the payment of eligible expenses shall be associated with the budget line items in Exhibit B and in accordance with performance.

VI. NOTICES

Notices required by this Agreement shall be in writing and delivered via email, mail (postage prepaid), commercial courier, personal delivery, or sent by facsimile. Any notice sent as aforesaid shall be effective on the date of sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Heather Williams
NSP3 Coordinator
Community Development
City of Muncie
300 N. High St., Muncie, IN 47305
hlwilliams@cityofmuncie.com
765.747.4825 phone
765.747.4898 fax

_____ [Developer]

_____ [Address]

_____ [City, State, Zip]

_____ [email Address]

_____ [Telephone]

_____ [Fax Number]

VII. ENTIRE AGREEMENT

This agreement between the Department and the Developer for the use of funds eligible for receipt supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the Department and the Developer with respect to this Agreement. By way of signing this agreement, the Developer is bound to perform the agreements within this agreement or any approved amendment thereof. Any amendment to this agreement must receive prior approval by the Mayor, Community Development Director, and the Board of Public Works and Safety.

Additional requirements associated with this agreement are described in Exhibit A.

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[City/Department]

[Developer]

By _____
Mayor Sharon McShurley

By _____

By _____
Connie Gregory
Community Development Director

[Board of Public Works and Safety]

By _____
Kelly Christy

By _____
Harold Mason, Jr.

By _____
Dan Gibson

Authorized this _____ day of _____, 20____

Attachment A: Additional Requirements

I. GENERAL CONDITIONS

A. General Compliance

The Developer agrees to comply with all NSP3 requirements, including those found in the NSP3 Grant Agreement, the HERA Act of 2008 and/or the Recovery Act of 2009 and/or the Dodd-Frank Act of 2010, and the requirements applicable to entitlement communities under CDBG regulations. The Developer also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Developer further acknowledges its responsibility for adherence to all applicable terms and conditions of this grant award by sub-recipient entities and contractors, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration. The Developer further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Developer shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Department shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Developer is an independent contractor.

C. Workers’ Compensation

The Developer shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

D. Termination

1. Termination for Cause

If the Developer fails to perform the activities required by this Agreement in a timely manner, the Department may delay payment or reimbursement of Developer expenses, issue liens on real property, deed restrictions or other provisions until such Agreement requirements are met. If there is continued negligence by the Developer in the performance of activities required by the Agreement, the Department may terminate this Agreement after giving ten (10) days written notice. Failure to submit required reports shall be sufficient cause for delay of payment or reimbursement, or termination of Agreement. Suspension or termination may occur if the Developer materially fails to comply with any term of this agreement, in accordance with 24 CFR 85.43.

2. Termination for Convenience

This Agreement may be terminated for convenience in accordance with 24 CFR 85.44.

E. Indemnification

Developer agrees to indemnify, defend (by legal counsel acceptable to the Department) and hold the Department, its agents, officials and employees harmless from and against any and all suits, damages, claims, causes of actions, demands, judgments, penalties, costs, expenses, attorney's fees, and any and all injuries or death to persons or property and all other matters arising out of or incurred in connection with the performance by the Developer of the terms, conditions and covenants of this Agreement and the Attachments hereto or in connection with the operations of the Project.

F. Department Recognition

The Developer shall ensure recognition of the role of the Department in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. Developer shall also include in printed material for this Project that funding is provided by the City of Muncie by and through its Community Development Department.

A. Liability

Developer agrees to be held liable for repayment to the City for:

1. All funds which result in "questioned costs" as the result of an audit, and which cannot be administratively resolved or otherwise cleared, as well as any unallowable or "questioned costs" found prior to an audit.
2. All funds paid to the Developer as reimbursement on a project that cannot be completed.

B. Debarment and Suspension

The Department certifies that neither it, its principals, nor its contractors and subcontractors and their respective principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by the Department or any Federal department or agency.

II. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

Developer is not subject to the provisions of 24 CFR Part 84 and 24 CFR Part 85, which apply only to governmental entities and nonprofit sub-recipients carrying out NSP3 programs. Under this agreement, Developer is not a subrecipient, regardless of whether Developer is a nonprofit or for-profit entity. Developer will use adequate internal controls, and maintain necessary source documentation for all costs incurred and adhere to any other accounting requirements included in this Agreement or the Program Manual.

2. Cost Principles

2 CFR 225, "Cost Principles for State, Local and Indian Tribal Governments," 2 CFR 230, "Cost Principles for Non-Profit Organizations," or 2 CFR 220, "Cost Principles for Educational Institutions," do not apply to this developer agreement.

B. Documentation and Record Keeping

1. Client Data

The Developer shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service or benefit provided. Such information shall be made available upon request to Department monitors or their designees for review.

2. Disclosure

The Developer understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Department's or Developer's responsibilities with respect to services provided under this contract, is prohibited by law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

3. Close-outs

The Developer's obligation to the Department shall not end until the U.S. Department of Housing and Urban Development completes all close-out requirements for the NSP3 grant. Activities during this close-out period shall include, but are not limited to: making final payments; disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Department); and determining the custodianship of records. However, the terms of this Agreement shall remain in effect during any period that the Developer has control over NSP3 funds, including program income.

4. Audits & Inspections

All Developer records with respect to any matters covered by this Agreement shall be made available to the Department, Department agency, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Developer within 30 days after receipt by the Developer. Failure of the Developer to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments or termination of this agreement. The Developer hereby agrees to have an annual agency audit conducted in accordance with current Department policy concerning Developer audits and OMB Circular A-133.

D. Procurement

1. Compliance

Developer shall comply with current Department policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such

policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) not otherwise disposed of in the closeout agreement shall revert to the Department upon termination of this Agreement.

2. Procurement Process

Developer is not required to competitively procure materials, property, or services except as required in the Program Manual.

E. Use of and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 [or Part 85] and 24 CFR 570.503, 570.504, and 570.505, as applicable, which include but are not limited to the following:

1. The Developer shall transfer to the Department any NSP3 funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination, unless otherwise specified in the HUD closeout agreement with the Department.
2. Real property under the Developer's control that was acquired or improved, in whole or in part, with funds under this Agreement shall be used in accordance with the NSP3 application for the period consistent with the affordability requirements. If the Developer fails to use NSP3-assisted real property in a manner that meets NSP3 affordability and benefit requirements within and for the prescribed period of time, the Developer shall comply with the applicable sections under 24 CFR 570.503, 570.504, and 570.505.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Developer for activities under this Agreement shall be (a) transferred to the Department for the NSP3 program or (b) retained after compensating the Department an amount equal to the current fair market value of the equipment less the percentage of non-NSP3 funds used to acquire the equipment.

III. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Developer agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24; 24 CFR Part 42 – Displacement, Relocation Assistance and Real Property Acquisition for HUD and HUD Assisted Programs; and 24 CFR 570.606 – Displacement, relocation acquisition, and replacement of housing. The Developer shall provide appropriate relocation assistance (URA or section 104(d)) to eligible displaced persons as defined by applicable HUD and/or URA regulations that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for an NSP3-assisted project. The Developer also agrees to comply with applicable Department or local ordinances, resolutions and policies concerning the displacement of persons.

The Developer will use NSP3 funds to demolish major structures or convert units from non-residential uses only with the prior written permission of Department. Permission for demolition of minor structures such as porches, sheds and garages shall be deemed to have been granted when Department approves the plans and specifications (which may also be called work write-ups) for a particular property that Developer is assisting with NSP3 funds.

IV. TENANT PROTECTION REQUIREMENTS

The Developer agrees to comply with the Recovery Act provisions concerning tenant protections applicable to NSP3 acquisitions of foreclosed property. The Developer must document its efforts to ensure that the initial successor in interest (ISII) in a foreclosed upon dwelling or residential real property (typically, the ISII in property acquired through foreclosure is the lender or trustee for holders of obligations secured by mortgage liens) has provided bona fide tenants with the notice and other protections outlined in the Recovery Act. The Developer will not use NSP3 funds to finance the acquisition of property from any ISII that failed to comply with applicable requirements unless the Developer assumes the obligations of such ISII with respect to bona fide tenants. If the Developer elects to assume such obligations, it may only do so if the tenant is still occupying the property and will provide any tenant displaced as a result of the NSP3 funded acquisition with the assistance outlined in 24 CFR 570.606. If the Developer knows that the ISII did not comply with the NSP3 tenant protection requirements and vacated the property contrary to the NSP3 requirements, NSP3 funds cannot be used to acquire such properties.

V. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Developer agrees to comply with applicable state and local civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, section 104(b) and section 109 of Title I of the Housing and Community Development Act of 1974 as amended (the HCDA), section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Developer agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in section 109 of the HCDA are still applicable.

3. Section 504

The Developer agrees to comply with all Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the

individuals with disabilities or handicaps in any Federally assisted program. The Department shall provide the Developer with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Developer agrees that it shall be committed to carry out, pursuant to the Department's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Department shall provide Affirmative Action guidelines to the Developer to assist in the formulation of such program. The Developer shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Developer will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group Developers or women. The Developer may rely on written representations by businesses regarding their status as minority and women-owned business enterprises in lieu of an independent investigation.

3. Access to Records

The Developer shall furnish and cause each of its own Developers or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Department, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that it is an Equal Opportunity or Affirmative Action employer.

5. Subcontract Provisions

The Developer will include the provisions of A, Civil Rights and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Developers or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Developer is prohibited from using funds provided herein or personnel employed in the

administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Developer agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Developer agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Developer shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

The Developer agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Department pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Developer of its obligation, if any, to require payment of the higher wage. The Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Department, the Developer and any of the Developer's Departments and subcontractors. Failure to fulfill these requirements shall subject the Department, the Developer and any of the Developer's Departments and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Developer certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Developer further agrees to comply with the Section 3 requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Developer further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the NSP3-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the NSP3-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Developer certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Developer agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Developer will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Department’s agency. The Developer will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply

with the requirements of these regulations.

D. Conduct

1. Assignability

The Developer shall not assign or transfer any interest in this Agreement without the prior written consent of the Department thereto and HUD; provided, however, that claims for money due or to become due to the Developer from the Department under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Department.

2. Subcontracts

a. Approvals

The Developer shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Department prior to the execution of such agreement.

b. Monitoring

The Developer will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Developer shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Developer shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Department along with documentation concerning the selection process.

3. Hatch Act

The Developer agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code.

4. Conflict of Interest

The Developer agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Developer shall maintain and submit to the department a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Developer shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to NSP3-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the NSP3-assisted activity, or with respect to the proceeds from the NSP3-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Department, the Developer, or any designated public agency.

5. Lobbying

The Developer hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Developer of Congress, an officer or employee of Congress, or an employee of a Developer of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Developer of Congress, an officer or employee of Congress, or an employee of a Developer of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Developers shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Developer agrees that it will comply with 24 CFR 570.200(j) so that funds are not used to support inherently religious activities.

VI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Developer agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. , 7401, et seq.;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Developer shall ensure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Developer agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.487 or 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all NSP3-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on

the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Developer agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

VII. ENVIRONMENTAL REVIEW

All NSP3 assistance is subject to the National Environmental Policy Act of 1969 and related federal environmental authorities and regulations at 24 CFR part 50 or 58. Developer shall make no choice-limiting commitments prior to completion of Environmental Review by the Department.

VIII. REHABILITATION STANDARDS

The Developer will carry out all NSP3-assisted rehabilitation of an abandoned or foreclosed-upon home or residential property in compliance with the rehabilitation standards in the Consortium's NSP3 application and in accordance with applicable laws, codes, and other requirements relating to housing safety, quality, and habitability, in order to sell, rent, or redevelop such homes and properties.

IX. ELIGIBILITY AND ALLOWABLE COSTS

The Developer will ensure and document that its NSP3 activities meet eligible use, allowable cost, and eligible activity requirements of NSP3.

X. PURCHASE DISCOUNT

The Developer will acquire property with NSP3 funds at a minimum discount of one percent for each residential property. This requirement applies to all properties purchased with NSP3 funds, and the discount must be taken from the current market appraised value.

XI. EMINENT DOMAIN

The Developer will not undertake any involuntary acquisition of property with NSP3 funds without prior written consent of the Department and written opinion of counsel that such acquisition is lawful.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be

affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. EVENTS OF DEFAULT

A. Each of the following shall constitute an (“Event of Default”) by Developer for purposes of this Agreement:

1. Failure to complete the construction/renovation of the project according to this agreement.
2. Failure to meet project milestones in accordance with the schedule submitted by the Developer and approved by the Department.
3. The sale of the property without the prior written approval of the Department or the failure to keep all taxes on the property referred to in this Agreement current.
4. Failure to meet the affordability requirements of 24 CFR 92.252 and as set forth in Section II(A)(5) of this Agreement.
5. Charging of rents in excess of the rent and utility allowances corresponding to the project size as described in Section II(A)(5) hereof, which are determined annually by the U.S. Department of Housing and Urban Development, at any time during the entire period of affordability.
6. Failure to maintain the Project in such condition and repair as required by 24 CFR 882.109 and as set forth in Section II(A)(12) hereof.
7. Failure to maintain records and furnish reports as required by the terms of this Agreement.
8. Failure to comply with any of the provisions of this Agreement relating to tenant selection, leases and termination of leases
9. Failure to comply with any of the provisions of this Agreement relating to displacement and relocation of tenants.
10. Failure to comply with any of the provisions of this Agreement or any federal, state or local law or regulation relating to affirmative marketing, non-discrimination, or equal opportunity.
11. Failure to comply with any other provision of this Agreement, or any federal, state or local law, statute or regulation applicable to this Agreement.
12. Failure of the Developer to make any payment according to the tenor and effect of this Agreement, or the Attachments hereto, including but not limited to any payment of principal, interest, premiums, penalties, taxes, etc., when and as the same shall become due and payable, whether at maturity, by acceleration, or otherwise.
13. Giving or furnishing any representation, warranty or certificate by or on behalf of the Developer which shall prove to be materially false as of the date on which the representation, warranty or certification was given; due merely to the Developer’s inadvertence (as determined by the Department), the Developer shall have a thirty day opportunity after written notice thereof to cause such representation, warranty or certification to be full, true and complete in every respect.
14. The filing by the Developer of a petition of bankruptcy, insolvency or similar law, state or federal, or any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief, or being

adjudicated bankrupt or insolvent, under any present or future statute, law, regulation, under state or federal law.

15. The making by the Developer of any assignment for the benefit of creditors, submission in writing of Developer's inability to pay its debts as they become due.
16. The appointment of a receiver, trustee or liquidator for the Developer or any substantial part of the Developer's assets or properties.

XVI. REMEDIES IN EVENT OF DEFAULT

Upon the happening of any one or more of the Events of Default, the Department, at its option and without notice may declare the entire balance of the grant and interest on the Grant and any and all other payments relating to the Grant required to be made under this agreement and any of the Attachments hereto immediately due and payable, whereupon the same shall become and be immediately due and payable, without presentation, demand, protest, notice of protest, or other notice of dishonor of any kind, all of which are expressly waived by the Developer, and notice of protest, or other notice of dishonor of any kind, all of which are expressly waived by the Developer, and without relief from valuation and appraisal laws; and the Department may institute any action, suit, or other proceeding in law, in equity or otherwise, which it shall deem necessary or proper for the protection of its interest.

No delay or omission of the Department in the enforcement of any of its rights or remedies contained in this Agreement or the supporting loan documents shall be considered to be a waiver of the Department's rights to exercise its remedies hereunder.

Attachment C: Promissory Note

NSP3 LOAN PROGRAM

PROMISSORY NOTE

Address:

Amount of Note:

FOR VALUE RECEIVED, the undersigned (hereinafter “Developer”) promises to pay to the order of the City of Muncie, acting by and through its Department of Community Development (“Department”) the sum of XXX Dollars (\$XXX) without interest during periods where Developer is not in default and 10 % interest in the event of default as provided in the NSP3 Program Project Agreement (“Agreement”) executed herewith, with attorney’s fees and costs of collection and without relief from valuation and appraisal laws. The City of Muncie, by and through its Department of Community Development and Developer entered into a NSP3 Loan Program Project Agreement pursuant to applicable federal regulations contained in **24 CFR Part 92** wherein Developer acknowledges that this note is subject to all of the conditions and requirements of said Agreement including those relating to default by the Developer and the remedies of the Department in the event of such default.

The following described property situated in the City of Muncie, Delaware County, Indiana:

Parcel No.:

Property Address:

Tax Mailing Address:

In the event that Developer complies with all of the terms of said Agreement for XXX (X) years (hereinafter called the “Period of Affordability”), the project has constituted affordable housing during the entire Period of Affordability and no event of default has occurred, the Loan shall be forgiven in its entirety on the XXXX (XXth) anniversary of the date final payment is issued to Developer by the Holder. In the event an event of default has occurred any time during the Period of Affordability, the principal amount shall be called due and payable immediately upon recognition of the default together with interest at the default interest rate described in the Agreement. On the date of such event of default, the Department shall not be required to forgive any portion of said Loan after such event of default. In addition to the events of default described in the Project Agreement, sale of the property without prior written approval from the Department shall constitute a default of this note.

The makers(s) and endorser(s) jointly and severally waive demand, presentment, protest, notice of protest, and notice of nonpayment or dishonor of this note, and each of them consents to extension of the time of payment of this note.

No delay or omission on the part of the holder hereof of any exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise of the holder hereof of any right or remedy shall preclude other or further exercise thereof or of any other right or remedy.

This note, and any extensions or renewals hereof, is secured by a Mortgage on real estate in Delaware County, Indiana, dated the date hereof and executed in favor of and delivered to the Holder hereof to which reference is specifically made for other rights of the Holder.

This Note shall be governed by and construed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the Developer has executed and delivered this Note this _____ day of _____, 20__.

By: _____

STATE OF INDIANA)

) SS:

COUNTY OF DELAWARE)

Before me, a Notary Public, in and for said County and State, personally appeared _____ in their capacity as Developer, who acknowledged the execution of the foregoing Promissory Note as their voluntary act and deed.

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:

Notary Public

This document prepared by: Heather Williams, Community Development, 300 N. High Street, Muncie, IN 47305

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Heather Williams, Community Development, 300 N. High Street, Muncie, IN 47305.

Attachment D: Mortgage

MORTGAGE

This Mortgage made this ____ day of _____, 20____, between _____, (hereinafter called, and if more than one party jointly and severally called, "Mortgagor",) and the City of Muncie's Department of Community Development (hereinafter called "Mortgagee").

WITNESSETH, that to secure payment of the Forgivable Loan in the principal amount of _____ (\$_____) with 0% per annum interest rate thereon, so long as there is no default and 10% per annum interest in the event of default.

Parcel No.:

Property Address:

Tax Mailing Address:

TOGETHER, with all appurtenances thereto and all the estate and rights of the Mortgagor in and to such property or in anywise appertaining thereto: all buildings and other structures now or hereafter thereon erected or installed, and all fixtures and articles of personal property now or hereafter attached to, or used in, or in the operation of, any such land, buildings or structures which are necessary to the complete use and occupancy of such buildings or structures for the purpose for which they were or are to be erected or installed, including, but not limited to all heating, plumbing, equipment and fixtures and all replacements thereto, whether or not the same are or shall be attached structures in any manner.

The Mortgagor agrees to keep the mortgaged premises in good repair and not commit or suffer any waste of said property.

The Mortgagor agrees to keep all legal taxes, assessments or other liens on said premises paid, as and when the same shall become due.

This Mortgage and all the covenants, agreements, terms and conditions herein contained shall be binding upon and inure to the benefit of the Mortgagor and the heirs, legal representatives and assigns of the Mortgagor, and, to the extent permitted by law, every subsequent owner of the mortgaged property; and shall be binding upon and insure to the benefit of the Mortgagee and its assigns. If the Mortgagor, as defined herein, consist of two (2) or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall be obliged jointly and severally under all the provisions hereof and under the Note. The word "Mortgagee" shall include any persons, corporations, or other party who may from time to time be the holder of this Mortgage. Wherever used herein the singular number shall include the plural, the plural number shall include the singular and the use of any gender shall be applicable to all genders wherever the sense requires.

Mortgagor hereby further covenants with Mortgagee as follows:

1. Payment of Sums Due: Mortgagor covenants and agrees to promptly pay the primary debt and other indebtedness, as and when the payment(s) thereof become due, all without relief from valuation and appraisal laws and with attorney's fees.

2. Insurance: Mortgagor will keep the mortgaged property insured against loss by fire, extended casualty, vandalism, malicious mischief and such other hazards as reasonably may be required from time to time by Mortgagee for the benefit and protection of Mortgagee, including comprehensive and contractual liability insurance (together, the "Required Insurance"). The Required Insurance shall be written in forms, amounts, and by companies reasonably satisfactory to Mortgagee, and losses thereunder shall be payable to Mortgagee pursuant to standard noncontributing mortgage endorsements in favor of Mortgagee. Unless otherwise agreed by Mortgagee, all policies of Required Insurance, including additional and renewal policies, shall be deposited with and held by Mortgagee which shall be listed as Mortgagee on said policies. Any monies received as payment for any loss under any of the Required Insurance paid over to Mortgagee may be applied, at the option of Mortgagee, either to the prepayment of any portion, as Mortgagee may select, of the indebtedness, without premium, or to the reimbursement of Mortgagor for expenses incurred by Mortgagor in the restoration or repair of the mortgaged property. Proceeds paid or payable to Mortgagor of the Required Insurance shall be applied to restoration of the mortgaged property in such fashion as Mortgagee reasonably may require.

3. Protection of Security by Mortgagee: Mortgagee may, at Mortgagee's option, but without any duty or obligation of any sort to do so and without in any way waiving or relieving and default by Mortgagor, make any payment and perform any act required by Mortgagor by this Mortgage, including but not limited to, payment of insurance premiums, taxes, assessments, repair expenses and prior liens and encumbrances. All expenses so incurred, including reasonable attorney's fees and any other reasonable expenses incurred by Mortgagee to protect the mortgaged property shall constitute advancements and shall be immediately due and payable by Mortgagor.

4. Transfer of Mortgaged Property: Mortgagor shall not, without the prior written consent of Mortgagee lease (other than in the ordinary course of business), transfer, sell, contract to sell or in any way further encumber all or any part of the mortgaged property.

5. Default and Acceleration: Time is of the essence of this Mortgage. Upon the occurrence of any "Event of Default" (as hereinafter defined), and at any time thereafter, then, in any and every such case, the entire indebtedness shall, at the option of Mortgagee, become immediately due and payable without any notice, presentment, demand, protest, notice of protest, or other notice of dishonor or demand of any kind, all of which are hereby expressly waived by Mortgagor, and Mortgagee shall have the right immediately to foreclose the mortgage lien created by this Mortgage against the mortgaged property, to enforce every other security interest created by this Mortgage, and to institute any action, suit or other proceeding which Mortgagee may deem necessary or proper for the protection of its interests. The following shall each constitute an "Event of Default" for purposes of this Mortgage:

- (a) Default in the performance of any covenant or term of this Mortgage;
- (b) The occurrence of any Event of Default as defined in the Agreement dated the date hereof entered into by and between Mortgagor and Mortgagee.

6. Foreclosure and Application Proceeds: All expenses which may be paid or incurred by or on behalf of Mortgagee in connection with the foreclosure of this Mortgage for reasonable attorney's fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and cost of procuring all title searches, policies and examinations and similar date and assurances with respect to title as Mortgagee reasonable may deem necessary to prosecute such suit shall constitute advancements, shall be immediately due and payable by Mortgagor, with interest thereon at the fault rate, and shall be allowed and included as indebtedness in the judgment for sale. The proceeds of any foreclosure sale of the mortgaged property shall be distributed and applied in the following order or priority: First, on account of all advancements incident to the foreclosure proceedings and all costs; second, all other items which under the terms of this Mortgage constitute indebtedness additional to the primary debt; third, all principal, interest and other amounts remaining unpaid on the primary debt; and fourth, any remainder to the person or persons entitled thereto as determined by the court in the foreclosure proceedings.

7. No Exclusive Remedy: Each and every right, power and remedy conferred upon or reserved to Mortgagee in this Mortgage is cumulative and shall be in addition to every other right, power and remedy given in this Mortgage or now or hereafter existing at law or in equity. No delay or omission of Mortgagee in the exercise of any right, power or remedy shall be construed to be a waiver of any Event of Default or any acquiescence therein.

8. Provisions Severable: In the event any one or more of the provisions of this Mortgage for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage, but this mortgage shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Mortgage.

9. Notices: All notices pursuant to this Mortgage shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by Mortgagor at the following address: 309 N. High Street, Muncie, Indiana, 47305. Mortgagee at the following address: City Hall Building, 300 North High Street, Muncie, IN 47305, or at such other place as either party may, by notice in writing, designate as a place of service of notice.

10. Governing Law: This Mortgage shall be governed by and construed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage this ____ day of _____,
20____.

By: _____

By: _____

Connie R. Gregory, Director
Community Development

STATE OF INDIANA)

) SS:

COUNTY OF DELAWARE)

Before me, a Notary Public, in and for said County and State, personally appeared _____ in their capacity as _____, respectfully, of _____, and Connie R. Gregory in her capacity as Director, Community Development, who acknowledged the execution of the foregoing Mortgage as their voluntary act and deed.

WITNESS my hand and Notarial Seal this ____ day of _____, 20____.

My Commission Expires:

Notary Public

Document prepared by: Heather Williams, Community Development, 300 N. High Street, Muncie, IN 47305

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Heather Williams, Community Development, 300 N. High Street, Muncie, IN 47305.

Attachment E: Deed Restriction

RESTRICTION ON THE USE OF REAL ESTATE

THIS RESTRICTION is executed by _____, hereinafter referred to as "Borrower" in accordance with the NSP3 Project Agreement hereinafter "Agreement", between Borrower and the City of Muncie Department of Community Development, hereinafter "Department", dated this ____ day of _____, 20____, hereby agrees that the property commonly known as _____, Muncie, IN, Muncie, Indiana, and more particularly described as follows:

Parcel No.:

Property Address:

Tax Mailing Address:

shall be restricted in use as low- to moderate-income housing in accordance with the aforesaid NSP3 Project Agreement and the provisions of **the Dodd-Frank Act of 2010** as said regulations may be amended by the U.S. Department of Housing and Urban Development from time to time.

Said Restriction shall be in full force and effect from and after the date of the execution of this Restriction on the Use of Real Estate and shall remain in effect until _____ which is a period of _____ (__) years (the Period of Affordability as described in the Agreement) from the date of the final Loan payment made by the Department to Borrower; pursuant to said Agreement.

This Restriction shall be binding on Borrower and (his, her, its, their) heirs, assigns and/or successors in interest until the Period of Affordability as set forth in the Agreement has elapsed, or upon repayment to the Department of the total amount of NSP3 funds invested in the property when required by said Agreement.

If Borrower, or (his, her, its, their) heirs, assigns and/or successors in interest shall repay said NSP3 funds in full to Department prior to the end of the term of this Restriction, Department shall provide a written release of this Restriction. Otherwise, this Restriction shall be considered released upon the lapse of its term as established in the Agreement.

This Restriction shall run with the land and inure to and be binding upon the successors in title of the parties to this Restriction.

EXECUTED this ____ day of _____, 20____.

By: _____

By: _____

Connie R. Gregory, Director
Community Development

STATE OF INDIANA)

) SS:

COUNTY OF DELAWARE)

Before me, a Notary Public, in and for said County and State, personally appeared _____ in their capacity as _____ of _____, and Connie R. Gregory in her capacity as Director, Community Development, who acknowledged the execution of the foregoing Mortgage as their voluntary act and deed.

WITNESS my hand and Notarial Seal this ____ day of _____, 20 ____.

My Commission Expires:

Notary Public

This document prepared by: Heather Williams, Community Development, 300 N. High Street, Muncie, IN 47305

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Heather Williams, Community Development, 300 N. High Street, Muncie, IN 47305

Attachment F: Reimbursement Request Form

NSP3
Reimbursement Request
Name of Project/Developer

Name: _____

Project Address: _____

Date of THIS Request: _____

Request Completed By: _____

Total Grant Amount:	
Less Developers Fee	
____%	
Balance	0
Less Previous Payments	
Less This Payment	
Funds Remaining:	0
Fee to be paid at completion of project	0

REIMBURSEMENT REQUEST

Invoice Number	Payee	Description	Check Number	Check Date	Check Amount
Contract End Date:			Total Request		0.00

***NOTE - all claims for payments must have photostatic copies to support your reimbursement request, i.e. detailed invoices, cancelled checks, etc.**

Any incomplete claims for payment will be returned

FOR OFFICE USE ONLY:	Date: _____
This request is _____ approved _____ not approved for payment	This request is _____ approved _____ not approved for payment
Project Manager: _____	Construction Specialist: _____

Attachment G: W/MBE Report

This report is to be completed and turned in with final payment

1. Agency: Enter the name and address of the agency submitting this report.

3. Contact Person: Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.

6a. Address: Enter address of project

6b. Amount of Contract/Subcontract: Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

6c. Type of Trade: Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number is provided in 7f., the type of trade code would be for the subcontractor only and not for the prime contractor.

The "other" category includes supply, professional services and all other activities except construction and education/training activities.

6d. Business Racial/Ethnic/Gender Code: Enter the numeric code which indicates the racial/ethnic/gender character of the owner(s) and controller(s) of 51% of the business.

When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not to the prime contractor.

6e. Woman Owned Business: Enter Yes or No.

6f. Contractor Identification (ID) Number: Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.

6g. Section 3 Contractor: Enter Yes or No.

6h. Subcontractor Identification (ID) Number: Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

6i. Section 3 Contractor: Enter Yes or No.

6j. Contractor/Subcontractor Name and Address: Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.

Contract and Subcontract Activity

1. Agency, address	2. Location of project

3a. Name of Contact Person	3b. Phone Number (Including Area Code)		5. Date submitted
----------------------------	--	--	-------------------

Address 6a.	Amount of Contract or Subcontact 6b.	Type of Trade Code (See below) 6c.	Contractor or Subcontractor Business Racial/Ethnic (See below) 6d.	Woman Owned Business (Yes or No) 6e.	Prime Contractor Identification (ID) Number 6f.	Sec. 3 6g.	Subcontractor Identification (ID) Number 6h.	Sec. 3 6i.	Contractor/Subcontractor Name and Address 6j.					
									Name	Street	City	State	Zip	

6c: Type of Trade Codes:

- | | |
|------------------------|----------------------------|
| 1 = New Construction | 6 = Professional |
| 2 = Substantial Rehab. | 7 = Tenant Services |
| 3 = Repair | 8 = Education/Training |
| 4 = Service | 9 = Arch./Engrg. Appraisal |
| 5 = Project Mangt. | 0 = Other |

6d: Racial/Ethnic Codes:

- 1 = White Americans
- 2 = Black Americans
- 3 = Native Americans
- 4 = Hispanic Americans
- 5 = Asian/Pacific Americans
- 6 = Hasidic Jews

Attachment H: Request for Subordination

REQUEST FOR SUBORDINATION

I, _____, the undersigned property owner(s) of (address) _____ am seeking to obtain financing on this property that requires first mortgage position. Because this property has a Community Development Mortgage, I am requesting that Community Development subordinate its mortgage position to the new financing. I authorize (name of Mortgage Company/Bank) _____ to release any pertinent information needed by Community Development to make the decision. **I understand that this request will not be automatically approved and that consideration of this request is contingent upon full disclosure of the following information:**

Reason for refinancing: _____ Use of Proceeds: _____

Signature of property owner(s): _____ / _____ Date: _____

Printed _____ / _____

MORTGAGOR

Mortgage Company/Bank: (legal name on mortgage) _____

Loan Officer: _____ Phone #: _____ Fax # _____

Amount of new mortgage: _____

Amount of payoff of existing mortgage: _____

Amount of proceeds to property owner at closing: _____

Date, time, and location of closing: _____

Appraised Value: _____ Date of Appraisal: _____

Liens showing on the title report (in addition to CD and 1st mortgage) – (List liens and actions to settle. If necessary, attach list):

Subordination Form to be used: _____ Community Development
_____ Mortgage Company/Bank (copy must be reviewed by Community Development and/or their attorney)

Name and title of Mortgage Company/Bank representative completing this section:

I hereby certify the information contained in this section is complete and accurate.

Mortgage Company/Bank representative signature:

Date: _____ Printed Name: _____ Title: _____

Attachment I: Income Limits

Rent Limits

Income limits effective **June 28, 2011** are given below. These limits change periodically and owners are encouraged to call Community Development prior to signing new leases and lease renewal to verify the current income levels.

AREA MEDIAN INCOME LEVELS AS ISSUED BY HUD				
Family Size	Poverty 30% AMI	Very Low 50% AMI	60% AMI	Low 80% AMI
1 person	\$11,100	\$18,550	\$22,260	\$29,650
2 person	\$12,700	\$21,200	\$25,440	\$33,850
3 person	\$14,300	\$23,850	\$28,620	\$38,100
4 person	\$15,850	\$26,450	\$31,740	\$42,300
5 person	\$17,150	\$28,600	\$34,320	\$45,700
6 person	\$18,400	\$30,700	\$36,840	\$49,100
7 person	\$19,700	\$32,800	\$39,360	\$52,500
8 person	\$20,950	\$34,950	\$41,940	\$55,850

RENT LIMITS: June 28, 2011

Unit Size	Low HOME Rent	High HOME Rent
0 bedroom	\$486	\$565
1 bedroom	\$520	\$577
2 bedroom	\$625	\$698
3 bedroom	\$721	\$905
4 bedroom	\$805	\$971
5 bedroom	\$888	\$1,073
6 bedroom	\$971	\$1,158

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 9/30/2012)

See Public Reporting Statement and Instructions on back

Locality		Unit Type					Date (mm/dd/yyyy)
MUNCIE HOUSING AUTHORITY		SINGLE FAMILY DETACHED					04/01/2011
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	37	51	61	77	87	101
	b. Bottle Gas	107	145	173	218	247	287
	c. Oil / Electric	33	45	54	68	77	89
	d. Coal / Other						
Cooking	a. Natural Gas	5	6	9	11	13	14
	b. Bottle Gas	14	18	25	31	38	41
	c. Oil / Electric	5	6	8	10	12	13
	d. Coal / Other						
Other Electric		16	20	27	34	42	45
Air Conditioning		7	9	12	15	18	20
Water Heating	a. Natural Gas	6	8	11	14	17	18
	b. Bottle Gas	18	23	31	39	48	52
	c. Oil / Electric	8	10	13	16	20	21
	d. Coal / Other						
Water		30	37	45	54	60	67
Sewer		18	25	33	43	49	57
Trash Collection							
Range/Microwave		3	3	4	4	4	4
Refrigerator		4	4	4	5	5	7
Other – specify							

Actual Family Allowances To be used by the family to compute allowance.
Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 9/30/2012)

See Public Reporting Statement and Instructions on back

Locality		Unit Type					Date (mm/dd/yyyy)
MUNCIE HOUSING AUTHORITY		MULTI FAMILY					04/01/2011
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	31	40	54	66	80	92
	b. Bottle Gas	87	115	153	189	228	261
	c. Oil / Electric	27	36	47	59	71	81
	d. Coal / Other						
Cooking	a. Natural Gas	5	6	9	11	13	14
	b. Bottle Gas	14	18	25	31	38	41
	c. Oil / Electric	5	6	8	10	12	13
	d. Coal / Other						
Other Electric		16	20	27	34	42	45
Air Conditioning		4	5	6	8	9	10
Water Heating	a. Natural Gas	6	8	11	14	17	18
	b. Bottle Gas	18	23	31	39	48	52
	c. Oil / Electric	8	10	13	16	20	21
	d. Coal / Other						
Water		30	37	45	54	60	67
Sewer		18	25	33	43	49	57
Trash Collection							
Range/Microwave		3	3	4	4	4	4
Refrigerator		4	4	4	5	5	7
Other -- specify							

Actual Family Allowances To be used by the family to compute allowance.
Complete below for the actual unit rented.

Name of Family	Utility or Service	per month cost
	Address of Unit	Heating
Cooking		
Other Electric		
Air Conditioning		
Water Heating		
Water		
Sewer		
Trash Collection		
Range/Microwave		
Refrigerator		
Number of Bedrooms	Other	
	Total	\$

Attachment J

The lease between the owner and tenant in a NSP3-assisted property *can not* contain any of the following provisions:

Agreement to be sued: Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the owner in a lawsuit brought in connection with the lease.

Treatment of property: Agreement by the tenant that the owner may seize or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This provision does not apply to disposition of personal property left by a tenant who has vacated a property.

Excusing owner from responsibility: Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent.

Waiver of notice: Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant.

Waiver of legal proceedings: Agreement of the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

Waiver of a jury trial: Agreement by the tenant to waive any right to a trial by jury.

Waiver of right to appeal court decision: Agreement by the tenant to waive the tenant's right to appeal or to otherwise challenge in court a court decision in connection with the lease.

Tenant chargeable with cost of legal actions regardless of outcome: Agreement by the tenant to pay attorney's fees or other legal costs, even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

Owners may terminate tenancy or refuse to renew a lease only upon 30 days' written notice, and only for: serious or repeated violation of the terms and conditions of the lease; violation of applicable federal, state or local law; completion of the tenancy period for transitional housing or for other good cause.

Attachment K: Monthly Progress Report

NSP3
Monthly Progress Report

Name: _____ Total Grant Amount: _____

Project Address: _____ Period Covered: _____

	During this Reporting Period		Total To Date:	
	Private Funds	CD Funds	Private Funds	CD Funds
Funds expended:				

	During this Reporting Period	Total To Date:
Estimated % of work completed:		

1. Anticipated project completion date: _____

2. Summary of work completed this reporting period: _____

3. Have any difficulties been encountered which might affect the project's scope of work, product, and cost for timeliness? Explain? _____

Signature: _____ Date: _____

Attachment L: Tenant Household Data

8. Income %
_____ 0-30%
_____ 30+ to 50%
_____ 50+ to 60%
_____ 60+ to 80%
_____ 80+% and over
9. Amount of rental subsidy payments tenant receives: \$ _____
10. Tenant contribution to monthly rent: \$ _____
12. Total rent received for unit: \$ _____
13. Which utilities are included in the rent:
 Gas Electric Water Sewage
14. Heating is Gas _____ Electric _____
Is there air conditioning Yes _____ No _____
Cooking is Gas _____ Electric _____
Water Heating is Gas _____ Electric _____

Signature of Owner/Property Manager _____

Printed: _____

Signature of Tenant(s) _____

Printed _____

Attachment M: Utility Allowance WS

Gross Monthly Income

Address: _____

Tenant Name: _____

Date: _____

WORKSHEET FOR CALCULATING UTILITY ALLOWANCES AND RENTS
MONTHLY UTILITY ALLOWANCE CALCULATIONS: Enter the utility amounts from
the Section 8 Allowance Chart for the utilities paid by the tenant.

Utilities	Type: Gas/Elec	Paid By T - Tenant O - Owner	Enter Allowances by Bedroom Size				
			0 Bdr	1 Bdr	2 Bdr	3 Bdr	4 Bdr
Heating							
A/C							
Cooking							
Other Elec							
Water Heating							
Water							
Sewer							
Total Utility Allowance for Costs Paid By Tenant			0	0	0	0	0

Monthly Rent Calculations: List below the applicable monthly rent limits (based on the number of bedrooms) from current Rent Limits, subtract the applicable utility allowance calculated above

LOW HOME RENTS (Tenants at or below 50% Area Median Income)

	0 Bdr	1 Bdr	2 Bdr	3 Bdr	4 Bdr
Monthly LOW HOME Rent					
Less Utility Allowance (Table Above)	0	0	0	0	0
Maximum Tenant Rent	0	0	0	0	0
Proposed Rent for this Project					

HIGH HOME RENTS (Tenant between 51-80% Area Median Income)

	0 Bdr	1 Bdr	2 Bdr	3 Bdr	4 Bdr
Monthly HIGH HOME Rent					
Less Utility Allowance (Table Above)	0	0	0	0	0
Maximum Tenant Rent	0	0	0	0	0
Proposed Rent for this Project					

Attachment N: Affirmative Marketing

AFFIRMATIVE MARKETING REQUIREMENTS

Owners of NSP3-assisted projects consisting of **five (5)** or more units will be required to undertake Affirmative Marketing steps to insure (a) compliance with the National Fair Housing Law, and (b) nondiscrimination against subsidized tenants. Specific requirements include:

1. Advertise available units in newspapers having wide community coverage and maintain records of this activity for review by the City of Muncie's Department of Community Development (CD).
2. Use the equal housing opportunity logo or slogan in all advertisements, notices and written communications.
3. Make special efforts to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach activities. These activities can include the use of community organizations, churches, employment centers, fair housing groups or housing counseling agencies and by advertising in neighborhood newsletters.
4. Maintain records of applicants relative to race, sex, age, and the manner in which they learned of the unit availability.
5. The Owner will provide CD with information about tenants of the assisted units including racial, ethnic, gender and income information. The information will be provided on an approved form and shall be provided in conjunction with the annual Affirmative Marketing assessment.
6. Compliance with the following Federal law requirements:
 - 6.1. Title VI of the Civil Rights Act of 1965, which provides that no person in the United States shall on the grounds of race, color, or national origin be excluded from participation in, be denied benefits from, or be subject to discrimination under any program or activity receiving federal financial assistance;
 - 6.2. Title VIII of the Civil Rights Act of 1968, which provides for fair housing throughout the United States and prohibits any person from discrimination in the sale or rental of housing, in the financing of housing, or the provision of brokerage services, including otherwise making unavailable or denying a dwelling to any person, because of race, color, religion, familial status, sex, national origin, or disability; and provides that activities shall be administered in manner to affirmatively further fair housing;
 - 6.3. Executive Order 11063, which required equal opportunity in housing related facilities provided in whole or in part with federal financial assistance;
 - 6.4. Age discrimination Act of 1975, 42 U.S.C. 6101-07, which prohibits discrimination against individuals on the basis of age;
 - 6.5. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C., which prohibits discrimination against handicapped individuals;
 - 6.6. Americans with Disabilities Act.

Attachment O: Section 3

SECTION 3 WORKSHEET - ESTIMATED PROJECT WORKFORCE BREAKDOWN
(employees that will be working on this job)

JOB CATEGORY	Total Estimated Positions	No. Positions Currently Occupied By Perm. Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled With LIPAR*
Officers/Supervisors				
Professionals				
Technicians				
Housing Sales/ Rental/Management				
Office Clerical				
Service Workers				
Others				
Trade:				
Journeyman				
Helpers				
Apprentices				
Max. No. Trainees				
Others				
Trade:				
Journeyman				
Helpers				
Apprentices				
Max. No. Trainees				
Others				
Trade:				
Journeyman				
Helpers				
Apprentices				
Max. No. Trainees				
Others				
TOTAL				

* Lower Income Project Area Residents (Individuals residing within the Section)

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3
PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

Name of Business _____

Address of Business _____

Type of Business: Corporation Partnership
 Sole Proprietorship Joint Venture

Attached is the following documentation as evidence of status:

For Business claiming status as a Section 3 resident-owned enterprise:

- | | |
|--|---|
| <input type="checkbox"/> Copy of resident lease | <input type="checkbox"/> Copy of receipt of public assistance |
| <input type="checkbox"/> Copy of evidence of participation
in a public assistance program | <input type="checkbox"/> Other evidence |

For business entity as applicable:

- | | |
|---|---|
| <input type="checkbox"/> Copy of Articles of Incorporation | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate | <input type="checkbox"/> Partnership Agreement |
| <input type="checkbox"/> List of owners/stockholders and
% ownership of each | <input type="checkbox"/> Corporation Annual Report |
| <input type="checkbox"/> Organization chart with names and titles
and brief function statement | <input type="checkbox"/> Latest Board minutes appointing officers |
| | <input type="checkbox"/> Additional documentation |

For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:

- List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- | | |
|--|--|
| <input type="checkbox"/> List of all current full-time employees | <input type="checkbox"/> List of employees claiming Section 3 status |
| <input type="checkbox"/> PHA/IHA Residential lease less than 3
years from day of employment | <input type="checkbox"/> Other evidence of Section 3 status less than 3
years from date of employment |

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- Current financial statement
- Statement of ability to comply with public policy
- List of owned equipment
- List of all contracts for the past two years

Authorizing Name and Signature

(Corporate Seal)

Printed Name

Attested by: _____

Printed Name

Date

**RESIDENT EMPLOYMENT OPPORTUNITY DATA
ELIGIBILITY FOR PREFERENCE**

A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

Certification for Resident Seeking Section 3 Preference in Training and Employment	
<p>I, _____, am a legal resident of the City of Muncie, Indiana, and meet the income eligibility guidelines for a low- or very-low-income person as published on the reverse.</p>	
<p>My permanent address is: _____ _____</p>	
<p>I have attached the following documentation as evidence of my status:</p>	
<p><input type="checkbox"/> Copy of lease</p> <p><input type="checkbox"/> Copy of Evidence of participation in a public assistance program</p>	<p><input type="checkbox"/> Copy of receipt of public assistance</p> <p><input type="checkbox"/> Other evidence</p>
<p>_____ Signature</p>	<p>_____ Date</p>
<p>_____ Print Name</p>	

Eligibility Guideline		
Number in Household	Very Low Income	Low Income
1 individual		
2 individuals		
3 individuals		
4 individuals		
5 individuals		
6 individuals		
7 individuals		
8 individuals		

SECTION 3 BUSINESS CONCERN CONTRACTOR VERIFICATION

Section 3 of the Housing and Urban Development Act of 1968, as amended, is aimed at directing economic assistance to low- and very low-income persons who live in the City of Muncie (Section 3 residents), and to business concerns which provide economic opportunities to low- and very low-income City of Muncie residents (Section 3 business concerns). Under the provisions of Section 3, businesses who qualify as Section 3 business concerns may be eligible for preference in awarding contracts. A business meeting one of the following three criteria is eligible for designation as a Section 3 Business Concern. Please indicate which of the three criteria applies to your business and provide documentation as indicated.

- _____ 1. 51% or more of the business is owned by low-income City of Muncie residents.
documentation: owner(s) tax return(s)
- _____ 2. At least 30% of the business's permanent, full-time employees are (or were within three years of the date of first employment with the business) low-income City of Muncie residents.
documentation: employee(s) tax returns for indicated period
- _____ 3. The business awards at least 25% of the dollar amount of all subcontracts to businesses that meet either of the first two criteria.
documentation: sub-tier contract amounts of businesses that meet either of the first two criteria (specify)
- or
- _____ The business does not meet any of the above three criteria and is ineligible for Section 3 preference.

Signature of Contractor

Name: _____

Company _____

Address: _____

City/State/Zip: _____

Phone: _____

**SECTION 3 WORKSHEET - CONTRACTOR'S PROJECTED WORKFORCE
ANALYSIS (all employees of company)**

Attachment P: Section 504

Attachment Q: Voluntary Acquisition

GUIDEFORM
- NSP VOLUNTARY ACQUISITION OF FORECLOSED PROPERTY -
- Informational Notice -
(Agencies/Persons **Without** Eminent Domain Authority)

Grantee or Agency Letterhead

(date)

Dear _____:

(Name of Agency/Person) _____, is interested in acquiring property you own at (address) _____ for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the Neighborhood Stabilization Program (NSP).

Please be advised that (Name of Agency/Person) _____ does not have authority to acquire your property by eminent domain. In the event we cannot reach an amicable agreement for the purchase of your property, we will not pursue this proposed acquisition.

Under the NSP, we are required to purchase residential foreclosed properties (which may include certain residential properties in mortgage or tax default status that meet the NSP definition of “foreclosed”) at a discount from their market appraised value.

The subject property is listed for purchase at \$ _____. (If currently listed)

- Select one:
- a) We currently believe that the property’s market value is \$ _____. We are prepared to purchase your property; however, depending on the results of the appraisal, our written offer may differ from this amount.
 - b) Our appraisal indicates the property’s market value is \$ _____. We are prepared to offer you \$ _____ to purchase your property.

Please contact us at your convenience, if you are interested in selling your property.

If your property is in default, but foreclosure proceedings have not been initiated/completed, and our offer is for less than the current balance of your mortgage loan(s), we suggest that you seek legal counsel or guidance. We cannot provide you with legal advice regarding any tax, credit, or deficiency judgment consequences to you related to the sale.

In accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), owner-occupants who move as a result of a voluntary acquisition are not eligible for relocation assistance. A tenant-occupant who moves as a result of a

voluntary acquisition for a federally-assisted project may be eligible for relocation assistance as a displaced person. Such displaced persons may include not only current lawful occupants, but also former tenants required to move for any reason other than an eviction for cause in accordance with applicable federal, state, and local law. If your property is currently tenant-occupied or a tenant lawfully occupied your property within the past 3 months prior to our offer, we need to know immediately. Further, you should not order current occupant(s) to move, or fail to renew a lease, in order to sell the property to us as vacant.

If you have any questions about this notice or the proposed project, please contact (name) _____, (title) _____, (address) _____, (phone) _____.

NOTES to NSP Voluntary Acquisition Notice (Agency/person without Eminent Domain authority).

1. The case file must indicate the manner in which this notice was delivered (e.g., personally served or via certified mail, return receipt requested) and the date of delivery. (See 49 CFR 24.5 and Paragraph 2-3 J of Handbook 1378.)
2. Tenant-occupants displaced as a result of a voluntary acquisition may be entitled to URA relocation assistance and must be so informed per 49 CFR 24.2(a)(15)(iv) – Initiation of Negotiations (ION), and 49 CFR 24 Appendix A - 24.2(a)(15)(iv) and <http://www.hud.gov/offices/cpd/library/relocation/nsp/index.cfm>
3. See 49 CFR 24.206 regarding eviction for cause.
4. This guideform may only be used if all of the requirements of 49 CFR 24.101(b)(2)(i) and (ii) or 49 CFR 24.101(b)(3) are met.
5. This is a guideform. It should be revised to reflect the circumstances. NSP defines “foreclosed” to include residential properties in which the property’s current delinquency status is at least 60 days delinquent under the Mortgage Bankers of America delinquency calculation and the owner has been notified of this delinquency, or (b) the property owner is 90 days or more delinquent on tax payments. While considered “foreclosed” for NSP purposes, such properties may still be owned by the mortgagor unless the State foreclosure process is complete and title to the property transferred. Short sales and other foreclosure alternatives are complex transactions involving coordination and cooperation among a number of parties (e.g., owners, lenders, servicers, investors).

Attachment R: Appraisal Requirements

Attachment R: NSP Appraisal Requirements

NSP Appraisal Requirements for Acquisition of “Foreclosed” Properties

The following requirements are applicable to sponsors who do not have a power of eminent domain. The following requirements are applicable to each site in the proposed project that is a “foreclosed” property.

Appraiser Qualifications. The Grantee has adopted the following requirements for appraiser qualifications: each appraiser shall be State licensed or certified in accordance with title XI of the financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) (12 U.S.C. 3331 *et seq.*).

Consistent with USPAP. Appraisals are to be prepared according to these requirements, which are intended to be consistent with the Uniform Standards of Professional Appraisal Practice (USPAP).

URA Definition. The appraisal must meet the Uniform Relocation Act (“URA”) definition of an appraisal: “The term appraisal means a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.” (49 CFR 24.2(a)(3))

Additional URA Requirements. The appraisal must meet the five following requirements (see 49 CFR 24.103(a)(2)):

1. An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), including items identified as personal property, a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of highest and best use, and at least a 5-year sales history of the property.
2. All relevant and reliable approaches to value. If the appraiser uses more than one approach, there shall be an analysis and reconciliation of approaches to value used that is sufficient to support the appraiser’s opinion of value.
3. A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.
4. A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.
5. The effective date of valuation, date of appraisal, signature, and certification of the appraiser.

Date of Appraisal. The appraisal must have been completed within 60 days prior to the date of the option to purchase/contract to purchase/option to lease.

Special Instructions to Appraiser.

The appraiser shall disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner.

If the owner of a real property improvement is permitted to retain it for removal from the project site, the amount to be offered for the interest in the real property to be acquired shall be not less than the difference between the amount determined to be just compensation for the owner's entire interest in the real property and the salvage value (defined at §24.2(a)(24)) of the retained improvement.

Exception for Low-Value Foreclosed Properties. For foreclosed properties whose acquisition price is \$25,000 or less, the current market appraised value of the property may be established by a valuation of the property that is based on a review of available data and is made by a person qualified to make the valuation.

Note Regarding Site Control. Sponsor should note that while NSP allows an "initial offer" to be made for a "foreclosed" property subject to an appraisal to be obtained later, such an "initial offer" is not an acceptable form of site control for purposes of this RFQ.

Grantee Appraisal Requirements for Acquisition of Properties Other Than "Foreclosed" Properties.

In order to document cost reasonableness, the Grantee requires sponsors to obtain an appraisal of each property to be acquired for an eligible project whose acquisition price is more than \$25,000, without regard to whether such property is a "foreclosed" property.

Attachment S: Activity Level Accomplishments

Activity Level Accomplishments

Street Addresses:

Actual Accomplishments	Actual Total
# Properties	
# Energy Star Replacement Windows	
# Additional Attic/Roof Insulation	
# Efficient AC added/replaced	
# Replaced thermostats	
# Replaced hot water heaters	
# Light Fixtures (indoors) replaced	
# Light Fixtures (outdoors) replaced	
# Refrigerators replaced	
# Clothes washers replaced	
# Dishwashers replaced	
# Units with solar panels	
# Low flow toilets	
# Low flow showerheads	
# Units with bus/rail access	
# Units exceeding Energy Star	
# Units other green	