

2021 AGREEMENT
TO USE HOME INVESTMENT PARTNERSHIPS PROGRAM ("HOME")
FUNDS BY THE CITY OF HENDERSON
CFDA #14.239

This 2021 Agreement to use Home Investment Partnerships Program ("HOME") Funds by the City of Henderson ("Agreement"), is entered by and between the City of Henderson, a municipal corporation and political subdivision of the State of Nevada ("Henderson"), and the Housing Division, Department of Business and Industry, State of Nevada ("NHD"). This Agreement is effective as of the later of the date of Henderson City Council action (if required and as reflected on the signature page) or the date of full execution of this Agreement, as reflected on the signature page or recorded through DocuSign ("Effective Date").

WHEREAS, NHD has entered into a Grant Agreement with the United States Department of Housing and Urban Development ("HUD"), for participation in the Home Investment Partnerships Program ("HOME Program" or "Program"); and

WHEREAS, NHD, as the Entitlement Grantee for the HOME Program, is responsible for the planning, administration, implementation, and evaluation of the Program; and

WHEREAS, NHD desires to provide HOME Program Funds ("Funds") to Henderson to assist with qualified projects ("Project" or "Projects") under HOME Program rules, statutes, and regulations.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the use of Funds by Henderson, subject to the following conditions and limitations:

I. Scope of Services.

A. Using the population-based formula, which was agreed upon by participating jurisdictions in the State of Nevada, NHD will provide 2021 Funds not to exceed the total of \$182,770 to assist Henderson with qualified Projects as described in the budget attached as Exhibit A hereto and incorporated herein by this reference.

B. Henderson agrees that any Project costs, unless otherwise specified, exceeding the 2021 allocation of \$182,770 in Funds provided by NHD pursuant to this Agreement, will be the responsibility of Henderson. Any ongoing administration costs such as maintenance and operations shall be the sole responsibility of Henderson. Funds allocated by NHD to Henderson under this agreement must be committed to specific projects prior to July 1, 2023 and expended prior to June 30, 2026.

C. Before disbursing Funds to any qualified recipient ("Subrecipient") Henderson agrees to enter into a written agreement with Subrecipient requiring compliance with the rules set forth in 24 CFR Part 92.

D. Henderson will commit its Funds to eligible activities and eligible projects under 24 CFR § 92.205 and § 92.206 and set forth in further detail in Exhibit A.

E. Henderson will ensure that the written agreements with its Subrecipients are in compliance with 24 CFR §92.504. Any Funds granted to a Project that is not in compliance with 24 CFR §92.504, may be subject to recapture. The HOME-assisted rental Project and units shall comply with the provisions contained under 24 CFR Part 92, Subpart F, Project Requirements, including 24 CFR §§ 92.250 through 92.254, inclusive, maximum per-unit subsidy amount; subsidy layering requirements; applicable property standards; affordability requirements-tenant income eligibility, occupancy requirements, HUD issued annual rent thresholds, period of affordability and tenant and participant protections. Henderson will also ensure that income determinations are made in accordance with 24 CFR §92.203.

F. Changes in the Scope of Services as outlined herein must be in accordance with HOME Program regulations, made by written amendment to this Agreement and signed by both parties. Any such changes must not jeopardize Funding.

II. NHD General Conditions. Henderson agrees to abide by all conditions fully set forth below.

A. Henderson has requested the financial support of NHD as specified in this Agreement in order to enable Henderson to provide affordable housing assistance ("Services"). NHD shall have no relationship whatsoever with the Services provided, except the provision of financial support, monitoring, and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such Services on the part of NHD may be claimed or found to exist, Henderson shall be considered to be acting in the capacity of an independent contractor to, and not an employee of, NHD.

B. Henderson shall obtain, or require any Subrecipient to obtain, any and all federal, state, and local permits and licenses required to execute any individual Project as described herein. Henderson further agrees to abide by, and shall require all Subrecipients to abide by, all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws.

C. Henderson shall submit to the NHD, draw requests on the form set forth in Exhibit B and incorporated herein for projects and allow the Division a maximum of thirty days to process the draw. The NHD will close projects in Integrated Disbursement and Information System (IDIS) no more than 15 days after the final draw voucher is approved in IDIS.

D. Henderson will provide NHD with "client usage records" for each Project on a biannual basis during the term of this Agreement. The records will contain, but are not limited to, the following data:

1. Total clients served;
2. Racial breakdown of clients served, including American Indian or Alaskan native, Asian, Black or African American, native Hawaiian or Pacific Islander, White;
3. Ethnicity breakdown indicating either Hispanic or non-Hispanic;

4. Number and percentage of low- and very low- income clients as defined by HUD HOME Program Income Guidelines;
5. Number of clients with disabilities served;
6. Number of senior citizens served;
7. Number of female head-of-households served;
8. Name of each head of household served;
9. Number of persons in each household served; and
10. Rent charged each household served.

E. Henderson will not use any portion of the allocated Funds for other than HOME-qualified projects, as defined in the HOME Program regulations (24 CFR Part 92). Any recipient or subgrantee must meet HOME Program requirements and serve eligible low-income residents.

F. If the qualified Projects or activities, or any portion thereof, are converted to non-qualified projects or activities without the prior written approval of NHD, Henderson shall, upon the request of NHD, repay to NHD, without interest, the amount of Funds expended on the previously qualified Project or portion thereof that is no longer qualified. Henderson shall require reasonable assurances of security for terms of affordability and repayments in the form of a recorded deed of trust for the property on which a project is located ("Assisted Property"), pursuant to 24 CFR § 92.252 and 24 CFR § 92.254, and which Henderson shall cause to be executed as part of providing Funds. A sale, transfer, or other conveyance of the Assisted Property is subject to the requirement that the amount of Funds previously invested in the property be treated in accordance with 24 CFR § 92.503.

G. Program income shall be treated in accordance with 24 CFR § 92.503. Program income will be reported quarterly by Henderson to NHD. The amount of program income reported annually from Henderson will be receipted by NHD and will be awarded back to Henderson from NHD in the subsequent funding agreement.

H. Henderson may not request disbursement of Funds under this Agreement until the Funds are needed for payment of eligible costs, as determined in Henderson's sole discretion. The amount of each request must be limited to the amount needed, in Henderson's sole determination. Program Income must be disbursed before Henderson requests Funds, as required by 24 CFR § 92.504.

I. Henderson may not assign or delegate any of its rights, interests, or duties under this Agreement without the prior written consent of NHD. Any such assignment or delegation made without the required written consent shall be voidable by NHD, and may, at the option of NHD, result in the forfeiture of all financial support provided herein.

J. Henderson shall carry, or require any Subrecipient to carry, Comprehensive Fire and Hazard insurance covering the full replacement costs of a Project, as required by NHD or federal law.

K. Henderson shall allow duly authorized representatives of NHD to conduct such occasional reviews, audits, and on-site monitoring of projects as NHD deems to be appropriate in order to determine:

1. Whether the objectives of the program are being achieved;
2. Whether the program is being conducted in an efficient and effective manner;
3. Whether management control systems and internal procedures have been established to meet the objectives of the program;
4. Whether the financial operations of the Program are being conducted properly;
5. Whether the periodic reports to NHD contain accurate and reliable information; and
6. Whether all of the activities of the program are conducted in compliance with the provisions of Federal and State laws and regulations and this Agreement.

Visits by NHD to Projects shall be announced to Henderson in advance of those visits and shall occur during Henderson's normal operating hours. The representatives of NHD may request, and, if such request is made, shall be granted, access to the records of Henderson which relate to the Program. The representatives of NHD may, from time to time, interview recipients, to the extent permitted by law, of the housing services of the Program who agree to be interviewed.

L. At any time during normal business hours, Henderson's records with respect to the Program shall be made available for audit, examination, and review by NHD, the Attorney General's Office, contracted independent auditors, HUD, the Comptroller General of the United States, or any combination thereof.

M. Subject to NRS Chapter 41 and 354, the Parties will protect, defend, indemnify, and save and hold harmless the other Party from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by the negligence, gross negligence or intentional act of the party or its agents pursuant to this Agreement.

N. Henderson will not use any Funds or resources which are supplied by NHD in litigation against any person, natural or otherwise, or in its own defense in any such litigation. Henderson also agrees to notify NHD of any legal action which is filed by or against it related to the Program.

O. This Agreement will commence upon its approval and signature by all parties. Funds allocated by the NHD to Henderson under this agreement must be committed to specific projects prior to July 1, 2023 and expended prior to June 30, 2026. Henderson cannot commit Funds to a project until all necessary financing is secured, a budget and schedule established, underwriting and subsidy layering completed, and construction is scheduled to begin within twelve (12) months.

P. The NHD shall retain \$10,000 of the Funds of all projects as a retainage fee to ensure draws will be executed up until completion in IDIS.

Q. In the event that Henderson and/or NHD anticipate the total amount of Funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, NHD reserves the right to extract that portion of the unexpended Funds for other projects/programs operated under NHD's HOME Program.

R. Henderson agrees that no officer or employee of Henderson may seek or accept any

gift, service, favor, employment, engagement, emolument, or economic opportunity in relation to the Program which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

S. Henderson agrees that no officer or employee of Henderson may use his or her position related to the Program to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, or any business entity in which he or she has a financial interest.

T. Henderson agrees that no officer or employee of Henderson may participate as an agent of Henderson in the negotiation or execution of any contract between Henderson and any private business related to the Program in which he or she has a financial interest.

U. Henderson agrees that no officer or employee of Henderson may suppress any report or other document related to the Program because it might tend to affect unfavorably his or her private financial interests.

V. Henderson, and any and all Subrecipients, shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any local government ordinance or state or federal statute related to the Program.

W. Henderson, and any and all Subrecipients, shall be bound by all local government ordinances and state and federal statutes, conditions, regulations and assurances which are applicable to the entire HOME Program or are required by HUD, NHD, or any combination thereof.

X. Any material breach of this section may, in the discretion of NHD, result in forfeiture of all unexpended Funds received by Henderson pursuant to this Agreement, or any part thereof.

III. Federal General Conditions.

A. Henderson shall comply with the following laws and directives:

1. The Hatch Act as set forth in Title 5, Chapter 15, of the United States Code.
2. The National Environmental Policy Act of 1969 set forth in Public Law 91-190 and the implementing regulations in 24 CFR, Parts 51 and 58.
3. Title VIII of the Civil Rights Act of 1968, Public Law 90-284.
4. Section 109 of the Housing and Community Development Act of 1974.
5. Title VI of the Civil Rights Act of 1964, This Agreement is subject to Title VI of the Civil Rights Act of 1964, P.L. 88-352; Executive Order 11063, as amended by Executive Order 12259; and HUD's implementing regulations at 24 CFR Part 1, which prohibit discrimination on the basis of race, color, religion (creed), sex, familial status, disability, or national origin in the administration of programs or activities receiving Federal financial assistance.
6. The Fair Housing Act, as amended.
7. Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations of HUD with respect thereto, including 24 CFR, Part 135.

8. Executive Order 11063, as amended.
9. The Age Discrimination Act of 1975.
10. Section 504 of the Rehabilitation Act of 1973, Americans With Disabilities Act.
11. Executive Order 11246, as amended, and the regulations which are issued pursuant thereto.
12. The Fair Labor Standards Act.
13. Section 202(a) of the Flood Disaster Protection Act of 1973.
14. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing regulations in 24 CFR, Part 35.
15. The Davis-Bacon Act, as amended.
16. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988.
17. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act.
18. Title I of the Housing and Community Development Act of 1974, as amended.
19. Americans with Disabilities Act (42 U.S.C 12131; 47 U.S.C 155, 201, 218, and 225.)

B. No officer, employee or agent of NHD shall have any interest, direct or indirect, financial or otherwise, in any contract or subcontract or the proceeds thereof, for any of the work to be performed pursuant to the Project during the period of service of such officer, employee or agent, and for one year thereafter.

C. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15, Title 5, of the United States Code.

D. None of the Funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

E. Henderson shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR Part 92, Subpart H, which are applicable to Funds, including the non-discrimination requirements in 24 CFR § 92.350, except that Henderson will not assume NHD's environmental responsibilities described in 24 CFR § 92.352, nor the intergovernmental review process described in 24 CFR § 92.357, but shall assist in the completion of required Environmental Reviews.

F. Henderson shall comply with applicable uniform administrative requirements, as described in 24 CFR § 92.505.

G. Henderson shall maintain records in accordance with 24 CFR § 92.508.

H. Henderson shall comply with the requirements of Executive Order 11625, 12432, and 12138 which provides for the utilization of minority businesses and women business enterprises in all federally assisted contracts. Henderson shall provide NHD, on an annual basis, records and data

on Minority Business Enterprise, Women's Business Enterprise, and affirmative marketing efforts. These records shall contain, but are not limited to, the following data:

1. Data on the attempts to reach minority-owned and female-owned businesses when announcing business opportunities;
2. Data on racial/ethnic or gender character of business to whom a contract was awarded and the contract amount; and
3. Data on attempts to affirmatively further fair housing.

NHD, in its discretion, may request such other and further information, as from time to time required to ensure compliance with the mandates of the above listed Executive Orders.

I. Any material breach of the terms of this section may and all other sections of this agreement, in the discretion of NHD, result in forfeiture of all unexpended Funds received by Henderson pursuant to this Agreement, or any part thereof.

J. Upon the expiration or termination of this Agreement, Henderson shall transfer to NHD any Funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of Funds, unless waived in writing by NHD.

K. For each qualified project receiving Funds pursuant to this Agreement, Henderson shall establish a term of affordability. Henderson agrees to establish this term of affordability for the qualified Projects in accordance with HOME Program regulations, 24 CFR § 92.252, and § 92.254, if applicable. A sale, transfer, or other conveyance of the assisted property is subject to the requirement that the amount of Funds previously invested in the property be returned to be reinvested in other affordable housing units.

L. Henderson agrees to maintain, and shall require Subrecipients to maintain, the qualified Projects funded pursuant to this Agreement in accordance with 24 CFR §92.251 established by HUD, and, if applicable, local housing code requirements for the duration of this Agreement.

M. Henderson agrees, and shall require Subrecipients to agree, to undertake an affirmative marketing program in conformance with 24 CFR §92.351 and Chapter 3 of the HUD Handbook 7360.01.

N. Henderson agrees that the duration of this Agreement is the longest Period of Affordability used in any Project receiving Funds pursuant to this Agreement, commencing from the date of project completion, pursuant to 24 CFR §92.252 or §92.254.

O. Henderson agrees that Henderson will require each Project receiving Funds pursuant to this Agreement, to operate in compliance with HOME Program requirements, specifically those contained in 24 CFR §§92.250 through 92.258, inclusive, and Subpart F, for the duration of the Period of Affordability applicable to said Project.

P. In conjunction with the acquisition and/or rehabilitation of any qualified Project, Henderson agrees, and shall require Subrecipients to agree, to minimize displacement or dislocation

of current tenants by honoring all leases in force at the time this Agreement is executed, by referring eligible dislocated tenants to the local housing authority for assistance, and by assisting with their relocation per 24 CFR §92.353.

Q. Should any tenants be displaced as a result of acquisition or rehabilitation of any qualified project, Henderson agrees to assume, or delegate to Subrecipients, the sole financial responsibility for any liability associated with 49 CFR Part 24.

R. All leases with tenants living in HOME-assisted units shall be made for not less than one year, unless a shorter term is mutually agreed upon between Henderson and tenant. All such leases must comply with the requirements set forth in 24 CFR §92.253.

S. Henderson agrees, and shall require Subrecipients to agree, to use qualified housing inspectors to perform an initial housing quality inspection of any qualified Project prior to occupancy by HOME Program tenants, or with the replacement of a tenant, or after making any corrections required by the applicable building and/or development codes, with the housing quality inspection to be performed annually, when applicable.

T. Henderson agrees, and shall require Subrecipients, to re-certify Project tenant, if applicable, HOME Program eligibility at least annually as required by HUD regulations.

U. Henderson agrees, and shall require Subrecipients to agree, that maximum rents charged shall not exceed those calculated by HUD per HOME Program regulations, and that Henderson will supply tenants with written notice at least forty-five (45) days before implementing any rent increase.

IV. Financial Management

A. Henderson agrees, and shall require Subrecipients to agree, to comply with the applicable requirements of 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Grants" including Subparts A "Acronyms and Definitions"; B "General Provisions"; C "Pre-Federal Awards Requirements & Contents of Federal Awards"; D "Post Federal Awards Requirements"; E "Costs Principles"; and F "Audit Regulations".

B. Henderson agrees to comply with the requirement of 2 CFR Part 200 Subparts A, B, & D. and the following requirements of 24 CFR Part 85 apply to the participating jurisdictions, State recipients, and any governmental subrecipient receiving Funds: §§ 85.6, 85.12, 85.20, 85.22, 85.26, 85.32 through 85.34, inclusive, 85.36, 85.44, 85.51, and 85.52.

C. Henderson agrees, and shall require Subrecipients to agree, that all costs of any Project receiving Funds pursuant to this Agreement, shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the Project shall be thoroughly identified and readily accessible to NHD.

D. Henderson agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the project will be provided upon request to NHD.

E. Henderson shall comply with the Single Audit Act and 2 CFR Part 200, Subpart F, and shall provide NHD with a copy of the complete audit report.

V. Modification or Termination of Agreement

A. NHD and Henderson will amend or otherwise revise this Agreement should such modification be required by HUD or any applicable Federal statutes or regulations.

B. In the event that any of the Funds for any reason are terminated or withheld from NHD or otherwise not forthcoming, NHD may terminate this Agreement.

C. In accordance with 24 CFR §85.43, NHD may suspend or terminate this Agreement if Henderson fails to comply materially with any of its terms.

D. This Agreement may be terminated at the convenience of either party in accordance with 24 CFR §85.44 upon thirty (30) days' notice to the other party.

E. This Agreement constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the parties, or as otherwise set forth in this Agreement.

F. This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of documents or signature pages bearing original signatures, and executed documents or signature pages delivered by telefax or facsimile or by e-mail transmission of an Adobe® file format document (also known as a PDF file), shall, in each such instance, be deemed to be, and shall constitute and be treated as, an original signed document or counterpart, as applicable.

IN WITNESS WHEREOF, the City of Henderson and the Nevada Housing Division have executed and delivered this Agreement effective as of the Effective Date identified above.

CITY OF HENDERSON

DocuSigned by:

Richard A. Derrick

3D2E6F20680947F...


Richard A. Derrick

City Manager/CEO

Council Action 01/04/2022

ATTEST:

DocuSigned by:

Jose Luis Valdez 

D8624203149447F...

Jose Luis Valdez, CMC

City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Nicholas G. Vaskov

C8274A57AA6A4AD...

Nicholas G. Vaskov

City Attorney

APPROVED AS TO FUNDING:

DocuSigned by:

Jim McIntosh

E6132FE9CD8B4AA...

Jim McIntosh

Chief Financial Officer

APPROVED AS TO CONTENT:

DocuSigned by:

Lisa Corrado

2EC6CF4B9A4749C...

Lisa Corrado, AICP

Director, Community Dev. & Services

NEVADA HOUSING DIVISION

Steve Aichroth

Steve Aichroth

Date

Administrator

On this 11th day of January, 2022, before me, a Notary Public, personally appeared Steve Aichroth, who did say that he is the Administrator of the Nevada Housing Division, named in the foregoing instrument, and acknowledged that he executed the same.

C. Bridget Smith

Notary Public

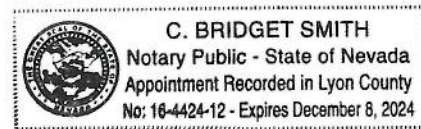


Exhibit A
Budget, Schedule, and Statement of Work

Budget

| Fund Year | Amount | Program | Statement of Work |
|-----------|-----------|---|---|
| 2021 | \$182,770 | Production of multifamily rental properties through acquisition, new construction, and rehabilitation, and/or fund homeowner rehabilitation projects. | The City will fund at least 1 multifamily rental project with 2021 HOME funds and/or at least one project providing homeowner rehabilitation. |

Schedule

The City will use 2021 HOME funds to support tax credit projects and will follow the schedule indicated in the QAP.

| Date | Task | Narrative |
|-----------|--|--|
| May 2021 | 2021 HOME Application process | Accept Application for 2021 HOME funds |
| July 2023 | All \$182,770 funds must be entirely committed | As stated in Section II. Part O |
| June 2026 | All \$182,770 funds must be entirely expended | As stated in Section II. Part O, funds that are not expended by this date are subject to recapture by the NHD. |

Exhibit B Updated Draw Form and Set-Up Forms



STATE OF NEVADA
DEPARTMENT OF BUSINESS & INDUSTRY
HOUSING DIVISION
1830 College Parkway Ste. 200
Carson City, Nevada 89706
(775) 687-2240 or (800) 227-4960
Fax: (775) 687-4040
www.housing.nv.gov

HOME Funds Request for Drawdown

| | | |
|----------------------------|--|---|
| Participant Name & Address | | IBIS Activity Number: |
| | | Voucher Number: |
| Activity Address: | | Type of Disbursement: <input type="checkbox"/> Partial <input type="checkbox"/> Final |
| Total Drawdown: \$ | Name & Phone Number of Authorized Drawdown Person: | |
| Signature: | | Date of Request: |

| NHD USE ONLY | |
|--------------------|--------------|
| GRANT YEAR: | DRAW PERIOD: |
| GPA APPROVAL: | DATE: |
| DIVISION APPROVAL: | DATE: |



State of Nevada
 DEPARTMENT OF BUSINESS & INDUSTRY
 Housing Division
 3830 E College Parkway, Suite 200
 Carson City, NV 89706
 (775) 687-2232
 Fax (775) 687-4040

HOME Investment Partnerships Program
 Project Set-up Report

| | | | |
|---|--|--|---|
| Check appropriate box: <input type="checkbox"/> Original submission <input type="checkbox"/> Revision | Activity Number: | Type of Activity: <input type="checkbox"/> Acquisition only <input type="checkbox"/> New Construction <input type="checkbox"/> Moderate Rehab <input type="checkbox"/> Rental Assistance <input type="checkbox"/> Substantial Rehab | HOME Funds Requested for Activity: |
| <input type="checkbox"/> Check box if project involves Tax-Credits | | | |
| Activity Information | | | |
| Street Address of Activity | | City | State Zip |
| Last Name of Owner or Name of organization | | | |
| Mailing Address | | City | State Zip |
| Phone Number: | Total Units in Activity Prior to Assistance: | Estimated Units Upon Completion: | Total State HOME Units Upon Completion: |
| Estimated date of completion: | Type of Ownership: (Check one box) <input type="checkbox"/> Individual <input type="checkbox"/> Publicly-owned <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation | Tenure Type: (Check one box) <input type="checkbox"/> Rental <input type="checkbox"/> Homeownership First-time buyer <input type="checkbox"/> Homeownership Rehabilitation | Census Tract: |
| Match Funds: | | | |

Grants Coordinator

[Signature and Title]

Date

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

Rental Set Up and Completion Form HOME Program (For single and multi-address activities)

| | | |
|---|--|--|
| Check the appropriate box: <input type="checkbox"/> Original Submission <input type="checkbox"/> Ownership Transfer | <input type="checkbox"/> Change Owner's Address <input type="checkbox"/> Revision | Name and Phone Number of Person Completing Form: |
|---|--|--|

Set Up Activity:**A. General Information:**

| | | |
|-------------------------|-----------------------------|-------------------|
| 1. Name of Participant: | 2. IDIS Activity ID Number: | 3. Activity Name: |
|-------------------------|-----------------------------|-------------------|

B. CHDO Questions:

| | |
|---|--|
| 1. Is funding limited to CHDO Operating (CO) or CHDO Capacity Building (CB)? (Y/N); (If Yes, STOP. DO NOT FILL OUT THIS FORM.) IN | 2. Will the activity be funded with CR (Y/N)? _____ If yes, CHDO Acting As: (enter code) _____ (1) Owner (2) Sponsor (3) Developer |
| 3. Will initial funding be a CHDO Site Control and/or Seed Money Loan (Y/N)? _____ (If Y, answer Item 4.) | 4. Is the activity going forward? (Y/N) (If Y, fill out the rest of the form. If N, only the cost information is needed.) |

C. Objective and Outcome:

| | |
|---|---|
| 1. Objective (enter code): _____ (1) Create suitable living environments (2) Provide decent affordable housing (3) Create economic opportunities | 2. Outcome (enter code): _____ (1) Availability/accessibility (2) Affordability (3) Sustainability |
|---|---|

D. Special Characteristics:

| | | |
|--|--|---|
| 1. Activity Location Type: "Y" next to any that apply: (1) CDBG Strategy Area (2) Local target area (3) Presidentially declared major disaster area (4) Historic preservation area | (5) Brownfield redevelopment area (6) Conversion of nonresidential to residential use (7) Colonia (For AZ, CA, NM, TX) | 2. Will this activity be carried out by a faith-based organization (Y/N)? |
|--|--|---|

E. Activity Information:

| | | | | | |
|--|-----------|--|-----------------|---------------------------------------|---------------|
| 1. Activity Type (check one): (1) Rehab Only (2) New Construction Only (3) Acquisition Only | | (4) Acquisition & Rehab Construction (5) Acquisition & New Construction | | 2. Property Street Address: | |
| 3. City: | 4. State: | 5. Zip Code: | 6. County Code: | Activity Estimates: 7. HOME Units: | 8. HOME Cost: |
| 9. Multi-Address (Y/N)? | | | | | |

F. Property Owner or Developer Information: (Only applicable if this is a multi-address activity)

| | | |
|---|---|--|
| 1. Property Owner or Developer Type (enter code): (1) Individual (2) Partnership (3) Corporation | (4) Not-for-Profit (5) Publicly Owned (9) Other | 2. Property Owner or Developer's Name: |
| (4) | | 3. Street Address: |
| 4. City: | 5. State: | 6. Zip Code: |

G. Activity Information. (If this is a multi-address activity, make copies of this form so that cost and beneficiary information is reported for each building (Sections H, I, J, K, and L.))

| | | | | |
|--|-------------------------|---|--|----------------------------------|
| 1. Activity Type (enter code): (1) Rehab Only (4) Acquisition & Rehab (2) New Construction Only (5) Acquisition & New Construction (3) Acquisition Only | | 2. Property Type (enter code): (1) Condominium (4) Apartment (2) Cooperative (5) Other (3) SRO | | 3. FHA Insured (Y/N) ? No |
| 4. Mixed Use (Y/N) ? | 5. Mixed Income (Y/N) ? | 6. Completed Units: Total Number: HOME-assisted Units: | | |

H. Property Address. (For multi address activities)

| | | | | | |
|-------------------|-----------------------------|----------|-----------|--------------|-----------------|
| 1. Building Name: | 2. Property Street Address: | 3. City: | 4. State: | 5. Zip Code: | 6. County code: |
|-------------------|-----------------------------|----------|-----------|--------------|-----------------|

I. Units:

| 1. Of the Units Completed, the number: | Total | HOME-assisted |
|--|-------|---------------|
| Meeting Energy Star standards: | _____ | _____ |
| 504-accessible: | _____ | _____ |
| Designated for persons with HIV/AIDS: | _____ | _____ |
| Of those, the number for chronically homeless: | _____ | _____ |
| Designated for the homeless: | _____ | _____ |
| Of those, the number for the chronically homeless: | _____ | _____ |

J. Period of Affordability. If you are imposing a period of affordability that is longer than the regulatory minimum, enter the total years (HOME minimum + additional) of affordability.
P-J-imposed period of affordability: _____ years

K. Costs.

| | | |
|--|----|------------|
| 1. HOME Funds (Including Program Income) | | |
| (1) Amortized Loan | \$ | |
| (2) Grant | \$ | |
| (3) Deferred Payment Loan | \$ | |
| (4) Other | \$ | |
| (5) CHDO Loan | \$ | |
| Total HOME Funds | | \$ \$ 0.00 |
| 2. Public Funds | | |
| (1) Other Federal Funds | \$ | |
| (2) State/Local Funds | \$ | |
| (3) Tax Exempt Bond Proceeds | \$ | |
| Total Public Funds | | \$ \$ 0.00 |
| 3. Private Funds | | |
| (1) Private Loans | \$ | |
| (2) Owner Cash Contribution | \$ | |
| (3) Private Grants | \$ | |
| Total Private Funds | | \$ \$ 0.00 |
| 4. Low-Income Housing Tax Credit Proceeds | | \$ |
| 5. Activity Total or Total This Address | | \$ |

L. Household Characteristics. (Use codes indicated below)

| Unit # | # of Bdrms | Occupant | Total Monthly Rent | Household | | | | | Assistance Type |
|--------|------------|----------|--------------------|-----------|---------------|-------|------|-------|-----------------|
| | | | | % Med | Hispanic? Y/N | Race: | Size | Type: | |
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of Bdrms
 0 - SR0/Ethnoecy
 1 - 1 bedroom
 2 - 2 bedrooms
 3 - 3 bedrooms
 4 - 4 bedrooms
 5 - 5 or more bedrooms

Occupant
 1 - Tenant
 2 - Owner
 9 - Vacant Unit

Household % of Med
 1 - 0 to 30%
 2 - 30+ to 50%
 3 - 50+ to 60%
 4 - 60+ to 80%

Household Race
 11 - White
 12 - Black or African American
 13 - Asian
 14 - American Indian or Alaska Native
 15 - Native Hawaiian or Other Pacific Islander
 16 - American Indian or Alaska Native & White
 17 - Asian & White
 18 - Black or African American & White
 19 - American Indian or Alaska Native & Black or African American
 20 - Other Multi-Racial

Household Size
 1 - 1 person
 2 - 2 persons
 3 - 3 persons
 4 - 4 persons
 5 - 5 persons
 6 - 6 persons
 7 - 7 persons
 8 - 8 or more persons

Household Type
 1 - Single, non-elderly
 2 - Elderly
 3 - Single parent
 4 - Two parents
 5 - Other

Assistance Type
 1 - Section 8
 2 - HOME TSPRA
 3 - Other federal, state, or local assistance
 4 - no assistance

Instructions for Completing the Rental Set-up and Completion Report HOME Program

Read the instructions for each item carefully before completing the form. The purpose of this report is to assist with the collection of information to be entered into IDIS.

Applicability. This report is to be completed for each homebuyer activity assisted with HOME funds.

Timing. This report form is used to setup an activity in IDIS so that funds may be drawn down and to complete the activity so that the HOME Program reporting requirements are met.

A. General Information:

- Name of Participant.** Enter the name of the participating jurisdiction or the agency administering the homeowner rehab activity.
- IDIS Activity ID Number.** Enter the activity number assigned by IDIS.
- Activity Name.** Enter the name that the grantee or sub-grantee has designated to the activity.

B. CHDO Questions. (Only applicable if the activity is being carried out by a CHDO.)

- Is funding limited to CHDO Operating (CO) or CHDO capacity Building (CB)?** This report does not apply to CO or CB activities. In IDIS, fund and draw after selecting CO/CB on the HOME menu.
- Will the activity be funded with CR (Y/N)?** _____ If yes, CHDO Acting as: (Enter code) _____
(1) Owner
(2) Sponsor
(3) Developer
- Will initial funding be a CHDO Site Control and/or Seed Money Loan (Y/N)?** _____ (If Y, answer 4)
- Is the activity going forward?** After funding and drawing CL, answer "Y" to proceed to set up a Rental activity or "N" to report costs and complete the activity.

C. Objective and Outcome.

Objective. Enter the code of the objective that best describes the purpose of the activity. If a code is not entered in IDIS, the system will default the answer to "2" – Decent affordable housing.

- Suitable living environments.** Applies to activities that benefit communities, families, or individuals by addressing issues in their living environment.
- Decent affordable housing.** Applies to housing activities that meet individual family or community needs. This objective should not be used for activities where housing is an element of a larger effort.
- Creating economic opportunities.** Applies to activities related to economic development, commercial revitalization, and job creation.

Outcome. Enter code of the outcome that best describes the benefits resulting from the activity. If a code is not entered in IDIS, the system will default the answer to "2" – Affordability.

- Availability/accessibility.** Applies to activities that make services, infrastructure, housing, and shelter available and accessible. Note that accessibility does not refer only to physical barriers.
- Affordability.** Applies to activities that provide affordability in a variety of ways. It can include the creation or maintenance of affordable housing, basic infrastructure, hookups, or services such as transportation or day care.
- Sustainability.** Applies to activities that promote livable or viable communities and neighborhoods by providing services or by removing slums or blighted areas.

D. Special Characteristics

- Activity Location.** Type "Y" next to any that apply. IDIS will default the answer to "N" if an answer is not typed in the field.
 - CDBG strategy area is defined as HUD-approved neighborhood or Community Revitalization Strategy Area (NRSA or CRSA), identified in the grantee's Consolidated/Annual Action Plan under Section 91.215(e) or Section 91.315(a)(2).
 - Local target area is defined as a locally designated non-CDBG strategy area targeted for assistance.
 - Presidentially declared major strategy area is defined as an area declared a major disaster under subchapter IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act.
 - Historic Preservation Area is defined as an area designated for historic preservation by local, state, or federal officials.
 - Brownfield redevelopment area is defined as an abandoned, idle, or underused property whose expansion or redevelopment is complicated by real or potential environmental contamination.
 - Conversion from non-residential or residential use is self explanatory. An example is converting an old warehouse into rental units or condominiums.
 - Colonia is defined as a rural community or neighborhood located within 150 miles of the U.S.-Mexican border that lacks adequate infrastructure and frequently also lacks other basic services. This field only applies to activities located in the states of Arizona, California, New Mexico, and Texas.
- Faith-Based Organization.** Will this activity be carried out by a faith-based organization (Y/N)? Enter "Y" if it is known or if the organization declares itself to be a faith-based organization. If not, enter "N". Note: IDIS will enter the default answer of "N" if an answer is not typed in the field.

E. Activity Information

- Activity Type.** Enter code to indicate the type of activity.
 - Rehab Only.** A HOME-assisted rehabilitation activity that did not include acquisition of real property.
 - New Construction Only.** Any activity that involved: (a) the addition of units outside the existing walls of the structure and (b) the construction of a new residential unit(s).
 - Acquisition Only.** Acquisition of a structure that received certificate of occupancy at least 13 months before acquisition, which did not require rehabilitation and which is being used to provide affordable housing.
 - Acquisition & Rehab.** A HOME-assisted rehabilitation activity, which included the acquisition of real property.
 - Acquisition & New Construction.** A HOME-assisted new construction activity, which included the acquisition of real property. This includes acquisition of a structure that has received an initial certificate of occupancy within a one-year period prior to acquisition.
- Property Street Address.** Self explanatory. For multi-address activities enter a general description of the project location.
- City.** Self explanatory.
- State.** Self explanatory.
- Zip code.** Self explanatory.
- County code.** Enter the county name or code. IDIS provides help to select the appropriate code.
- Activity Estimates: HOME Units.** Enter the estimated total number of units (upon completion) that will receive HOME assistance.
- Activity Estimates: HOME Cost.** Enter the total amount of HOME funds requested for the activity.
- Multi-Address (Y/N)?** If the activity consists of more than one home, enter "Y" so that costs and beneficiary information can be reported for each address at completion.

10. **Loan Guarantee?** Y/N. Enter Yes or No to indicate whether this activity is supported by a loan guarantee.

F. Property Owner/Developer Information.

1. **Property Owner/Developer Type.** Enter code to indicate the type of property owner/developer.
- (1) Individual
 - (2) Partnership
 - (3) Corporation
 - (4) Not-for-Profit
 - (5) Publicly Owned
 - (6) Other
2. **Property Owner's/Developer's Name.** Enter the name of the property owner or developer.
- 3., 4., 5., and 6. **Owner's/Developer's Street Address, City, State, and Zip Code.** Self-explanatory.

Complete Rental Activity

G. Activity Information.

1. **Activity Type.** Only if the activity type has changed from set up in E. 1; enter the revised completion activity type in the box.
2. **Property Type.** Enter code to indicate the type of property assisted.
- (1) Condominium
 - (2) Cooperative
 - (3) SRC
 - (4) Apartment
 - (5) Other
3. **FHA Insured.** (Y/N)? (For single address activities.) Enter Y for yes or N for no to indicate whether the property's mortgage is insured by FHA.
4. **Mixed Use.** (Y/N)? Indicate "Y" if the activity is designated in Part for uses other than residential but where residential living space must constitute at least 51 percent of the activity space. Indicate "N" if the activity is not mixed-use.
5. **Mixed Income.** (Y/N)? Indicate "Y" if less than 100 percent of the activity's housing units qualify as affordable housing as defined in section 92.252 of the HOME regulations. Indicate "N" if the activity is not mixed-income.
6. **Completed Units: Total Number; HOME Assisted.** Enter the total number of completed units and the total number of HOME assisted units.

H. Property Address. (For multi address activities.)

1. 2., 3., 4., 5., and 6. **Building name, Property's Street Address, City, State, Zip Code and County Code.** Self-explanatory.

Note: Each unit or apartment is not to be entered as a separate address. A multi address activity would have more than one building.

I. Units.

1. **Of the units completed, the number: Total and Home-Assisted Meeting Energy Star Standards.** Enter the total number of completed units that meet Energy Star standards and the number of completed HOME-Assisted units that meet Energy Star standards.

Energy Star applies to substantial rehabilitation. It is a system for achieving and verifying a level of building performance with respect to energy efficiency. The performance level is certified by third party contractors. See www.energystar.gov for more information.

Total and HOME Assisted 504 accessible. Enter the total number of completed units and completed HOME assisted units that are 504 accessible.

Note: IDIS will default the answers to zero if units are not entered in these fields.

Of the units completed, Total and HOME-Assisted Designated for Persons with HIV/AIDS. Enter the number of completed units that have been designated for persons with HIV/AIDS and the number of HOME-assisted units designated for persons with HIV/AIDS.

Of those, the number for the chronically homeless. Enter the number of completed units and HOME-assisted units that have been designated for chronically homeless persons with HIV/AIDS. Chronically homeless is defined below.

Of the Units Completed, Total and HOME-Assisted designated for the homeless. Of the total number of rental units in the activity, enter the number designated for the homeless and the number of completed HOME-Assisted units designated for the homeless. Homeless is defined as (1) an individual or family who lacks fixed, regular, and adequate nighttime residence; or (2) An individual or family who has a primary nighttime residence that is: (a) a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill, (b) an institution that provides a temporary residence for individuals intended to be institutionalized, or (c) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

Of those, the number designated for the chronically homeless. Of the number of units designated for the homeless, enter the number designated for the chronically homeless. A chronically homeless person is defined as an unaccompanied homeless individual with a disabling condition who has either: (1) been continuously homeless for a year or more, or (2) has had at least four episodes of homelessness in the past three years. A disabling condition is defined as a diagnosable substance use disorder, serious mental illness, developmental disability, or chronic physical illness or disability. For the purpose of determining chronically homelessness, a homeless person is an unaccompanied individual sleeping in a place not meant for human habitation or in an emergency homeless shelter.

Note: IDIS will default to zero if units are not entered in these fields.

- J. **Period of Affordability.** If you are imposing a period of affordability that is longer than the regulatory minimum, enter the total years (HOME minimum + additional) of affordability. P.I. imposed period of affordability: _____ years

- K. **Costs.** Include all HOME funds used for the activity and all other funds (public and private). *Do not double count.* If private funds are used for construction financing and those funds are later replaced by permanent financing, *do not report both.* Report all HOME funds expended on the activity. (Note: Federal regulations specifically prohibit paying back HOME funds with HOME funds.) For funds other than HOME, to the extent a choice must be made to avoid double counting, report permanent financing rather than construction financing. The total amount of HOME funds reported in the block titled "Total HOME funds (Total Items 1)" must equal the total amount disbursed through IDIS for this activity.

- L. **HOME Funds (Including Program Income).**

- (1) **Amortized Loan.** Enter the amount of HOME funds provided for this activity in the form of an amortized loan. If there are multiple loans, enter the interest rate and term of the largest loan.

- (2) **Grant.** Enter the amount of HOME funds provided without any repayment requirements. (Note: A grant may be used to reduce the principal amount borrowed, a principal reduction payment, or the effective interest rate, an interest subsidy payment, on a privately originated loan.)
- (3) **Deferred Payment Loan (DPL).** Enter the amount of HOME funds provided through loans where payment of principal and interest is deferred until a future time and enter the interest rate and amortization period, if any. A DPL is some times called a conditional grant (e.g., repayment is required when the property is sold, or is forgiven if the owner does not sell the property for a specified number of years or repayment of principal and interest starts after the bank loan is repaid.)
- (4) **Other.** Enter the total amount of HOME funds provided for subsidy funding that is other than the type of loan/grant assistance identified in the above items listed in (1) through (3).
- (5) **CHDO Loan.** Enter the amount of HOME funds provided as a CHDO loan for the activity.
- Total HOME Funds.** Enter the total of items (1) through (5) as the amount of HOME funds expended.
2. **Public Funds.**
- (1) **Other Federal Funds.** Exclude any HOME funds expended.
- (2) **State/Local Funds.**
- (3) **Tax Exempt Bond Proceeds.** Report funds used for development costs only.
- Total Public Funds.** Enter the total of items (1) through (3) as the amount of Public Funds expended.
3. **Private Funds.**
- (1) **Private Loans.** Enter the amount of all of the costs that have been paid with funds obtained from private financial institutions, such as banks, savings and loans, and credit unions, and enter the interest rate and amortization period of the loan. If there are multiple loans, enter the interest rate and term of the largest loan. (Do not double count.)
- (2) **Owner Cash Contribution.** Enter the amount of all cash contributions provided by the project owner.
- (3) **Private Grants.** Enter the amount of cash contributions provided by private organizations, foundations, donors, etc.
- Total Private Funds.** Enter the total of items (1) through (3) as the amount of Private Funds expended.
4. **Low-Income Housing Tax Credit Proceeds.** Enter the total amount of syndicated Low Income Housing Tax Credits provided.
5. **Activity Total or Total this Address.** Enter the sum of totals for HOME funds, Public funds, Private funds, and Low-Income Housing Tax Credit Proceeds.

Beneficiaries.

Complete one line for the head of household of each residential unit that occupies a HOME-assisted rental unit.

Unit Number. Enter the unit number of each unit that will receive HOME-Assistance.

Number of Bedrooms. Enter 0 for a single room occupancy (SRO) unit or for an efficiency unit, 1 for 1 bedroom, 2 for 2 bedrooms, 3 for 3 bedrooms, 4 for 4 bedrooms, and 5 for 5 bedrooms.

Occupant. Enter 1 if the unit is occupied by a tenant; 2 if it is owner-occupied, and 9 if it is vacant.
Note: No more than one HOME-Assisted rental unit can be owner occupied.

Total Rent. For owners, enter 0. For tenants, enter the total monthly rent (tenant contribution plus subsidy amount).

Percent of Area Median Income. For each occupied residential unit, enter one code only based on the following definitions:

1. **0-30 Percent of Area Median Income** refers to a household whose annual income is at or below 30 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
2. **30+ -50 Percent of Area Median Income** refers to a household whose annual income exceeds 30 percent and does not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
3. **50+ -60 Percent of Area Median Income** refers to a household whose annual income exceeds 50 percent and does not exceed 60 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
4. **60+ -80 Percent of Area Median Income** refers to a household whose annual income exceeds 60 percent and does not exceed 80 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

Hispanic? Y/N. For each occupied residential unit, enter the ethnicity for the head of household as either "Y" for Hispanic or Latino or "N" if the head of household is not Hispanic nor Latino. Hispanic or Latino race is defined as a person of Cuban, Mexican, Puerto Rican, South or Central American, other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."

Race of Head of Household. For each occupied residential unit, enter one code only based on the following definitions:

1. **White.** A person having origins in any of the original peoples of Europe, North Africa or the Middle East.
2. **Black/African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American."
3. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
4. **American Indian/Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains affiliation or community attachment.
5. **Native Hawaiian/Other Pacific Islander.** A person having origins in any of the original people of Hawaii, Guam, Samoa or other Pacific Islands.
6. **American Indian/Alaska Native & White.** A person having these multiple race heritages as defined above.
7. **Asian & White.** A person having these multiple race heritages as defined above.
8. **Black/African American & White.** A person having these multiple race heritages as defined above.
9. **American Indian/Alaska Native & Black or African American.** A person having these multiple race heritages as defined above.
20. **Other Multi Racial.** For reporting individual responses that are not included in any of the other categories listed above.

Household Size. Enter the appropriate number of persons in the household: 1, 2, 3, 4, 5, 6, 7, or 8 or more persons (for households of more than 8, enter 8).

Household Type. For each residential unit, enter one code only based on the following definitions:

1. **Single, Non-elderly.** One-person household in which the person is not elderly.
2. **Elderly.** One or two person household with a person at least 62 years of age.
3. **Single Parent.** A single parent household with a dependent child or children (18 years old or younger).

-
4. **Two Parents.** A two-parent household with a dependent child or children (18 years old or younger).
 5. **Other.** Any household not included in the above 4 definitions; including two or more unrelated individuals.

Assistance Type. For rented units, enter one code only to indicate the type of assistance, if any, being provided to the tenant.

1. **Section 8.** Tenants receiving Section 8 assistance through the Section 8 Certificate Program under 24 CFR part 882 or the Section 8 Housing Voucher Program under 24 CFR part 887.
2. **HOME TBRA.** Tenants receiving HOME tenant-based rental assistance.
3. **Other federal, state or local assistance.** Tenants receiving rental assistance through other federal, state or local rental assistance programs.
4. **No assistance.** Self-explanatory.