CITY OF RICHMOND
PROCEDURES MANUAL FOR
FEDERAL FUNDS
SUBRECIPIENTS
FOR FISCAL YEAR 2010 – 11

Community Development Block Grant Program
Home Investment Partnership Program
Emergency Shelter Grant Program
Housing Opportunities for Persons with AIDS Program

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INTRODUCTION

By receiving CDBG, HOME, ESG, or HOPWA funding, an organization is taking on considerable administrative responsibilities. The City of Richmond is a “recipient” of federal entitlement funds, and those organizations receiving grant funding from the City are considered “subrecipients”. Just as the City is bound by all the requirements associated with the use of these federal funds, those same requirements are conveyed to all the City’s subrecipients. The City’s Department of Economic and Community Development, Housing and Neighborhoods Division strives to make this process work as smoothly as possible. To do so, this manual was developed to outline the Federal and City administrative requirements for each of the entitlement funds; provide the forms and reports subrecipients are required to submit; and provide a sufficient description of the administrative process. In order to ensure smooth operations of federally funded programs, it is important to adhere to the following:

1. **Learn the process and requirements (Read this manual).** The purpose of this manual is to make your journey through the administrative process as simple as possible. To avoid unnecessary missteps that might cause delay, you need to understand the processes and requirements as outlined in this manual.

2. **Read your contract.** While this manual attempts to explain all of the requirements of the contract, it is important to read through the contract and understand that this is a legal land binding document with diverse requirements.

3. **Get to know and talk to you project manager on a regular basis.** The project manager in the Department of Economic and Community Development is the central staff person who will work in your project. It is important to keep in touch with your project manager about the project. All questions regarding the project should be directed to the project manager.

4. **Submit forms, reports, and requested data in a timely manner.** If you fail to keep up with the administrative requirements for the process, you funding could be delayed or stopped until issues are resolved.

5. **Attend training.** Over the course of the project a series of training sessions on different topics will be held. Training is required by the project contract and it is necessary to make sure that all of the subrecipients are aware of the latest requirements.

6. **Ask questions.** Subrecipients should feel free to ask staff questions about any aspect of the process. Ask before you make any assumptions that might be incorrect. This can help avoid problems and make the process work effectively.

7. **Familiarize yourself with the federal program requirements.** There are numerous federal regulations and requirements for each of the entitlement programs. This manual only highlights some of them; however your contract includes all other federal requirements by reference.
CHAPTER I. FY 2010-11 ENTITLEMENT FUND PROCESS TIMELINE

MAY 2010
- City submits FY 2010-2011 Annual Plan and Budget to HUD
- City provides official notice of grant award to subrecipients
- City staff and subrecipients begin the preparation of Item Plans
- Subrecipients training for FY 2010-11

JUNE 2010
- Final draft Item Plans submitted to the Housing and Neighborhoods Division
- City staff distribute Item Plans and Contracts to subrecipients to obtain needed signatures
- Signed Item Plans and Contracts submitted to the Housing and Neighborhoods Division by July 1st

JULY 2010
- Fiscal year begins
- City processes initial disbursement of funds (subject to signed agreement from HUD)
- City Staff begins environmental review of all projects
- Final Quarterly Report for 4th quarter FY 2009-10 (end of year report) due 5th working day to Housing and Neighborhoods Division (July 8th)
- Section 3 Summary Report and Minority Business Report due same day as Final Quarterly Report to Housing and Neighborhoods Division (July 8th)

AUGUST 2010
- All FY 2009-10 invoices must be submitted to the City Finance Department by July 30th
- City staff completes environmental review of all projects

SEPTEMBER 2010
- Draft FY 2009-10 Consolidated Plan Annual Performance Report for citizen comment
- City staff submits Consolidated Plan Annual Performance Report to HUD

OCTOBER 2010
- 1st Quarter Report due 5th working day to Housing and Neighborhoods Division (Oct. 7th)
- Review FY 2009-10 unexpended funds to identify carryover and surplus available for reallocation
- Begin Item Plan revisions to reflect carryover
- Three (3) copies of audit report for subrecipients, whose fiscal year ends June 30th, due to the Department of Finance by October 29th

DECEMBER 2010
- All Item Plan revisions reflecting carryover are due to the Housing and Neighborhoods Division
JANUARY 2011
- 2ND Quarter Reports due 5th working day to Housing and Neighborhoods Division (Jan. 10th)
- Three (3) copies of audit for subrecipients, whose fiscal year ends September 30th, due to the Department of Finance by January 31st

MARCH 2011
- Mayor’s Budget Announcement
- Mayor’s funding recommendations submitted to City Council (FY 2011-2012)

APRIL 2011
- City Council conducts public hearing on the FY 2011-2012 Consolidated Annual Plan and Budget
- 3rd Quarter Report due 5th working day to Housing and Neighborhoods Division (April 7th)
- Three (3) copies of audit report for subrecipients, whose fiscal year ends December 31st, due to the Department of Finance by April 29th

MAY 2011
- City Council adopts FY 2011-2013 Consolidated Annual Plan and Budget
- City staff submits Consolidated Plan to HUD by May 13th
- Conduct subrecipient training for the new fiscal year

JUNE 2011
- Final draft Item Plans submitted to the Housing and Neighborhoods Division
- City staff distribute Item Plans and Contracts to subrecipients to obtain needed signatures
- Signed Item Plans and Contracts submitted to the Housing and Neighborhoods Division by July 1st
2.1 Consolidated Action Plan

The Five-Year Consolidated Plan identifies the City’s overall needs for affordable housing, community development, economic development, community facilities and services to persons with special needs. It also includes a strategic plan to address the identified needs. In addition to being a planning document, the Plan serves as the City’s official application to the U. S. Department of Housing and Urban Development (HUD) for the following entitlement programs:

- Community Development Block Grant (CDBG)
- HOME Investment Partnership (HOME)
- Emergency Shelter Grant (ESG)
- Housing Opportunities for Persons with AIDS (HOPWA)

Each year, federal regulations require the City of Richmond to submit an Annual Action Plan, which describes how the City will use CDBG, HOME, ESG, and HOPWA funds to implement the Five-Year Consolidated Plan. The 2010-2011 Consolidated Action Plan, marks the fourteenth of such documents, and all of the proposed projects are consistent with the 2008-2013 Consolidated Plan. For FY 2010-11, the City expects to receive a total of $9,043,657 for the four entitlement programs.

The Department of Economic and Community Development, Housing and Neighborhoods Division is charged with preparing the 2010-2011 Consolidated Action Plan, and for ensuring compliance with the appropriate HUD regulations.

Amendment of the Consolidated Action Plan

The Consolidated Action Plan and the federal funds budget can be modified in small amounts by administrative action. A substantial change, will, however, require an amendment to the Consolidated Plan with approval by City Council. A “substantial change” has been defined in the Consolidated Plan as one of the following:

1. Funding a new project in excess of $15,000
2. Adding more than $25,000 to an existing project
3. Subtracting more than $25,000 from an existing project
4. Changing the purpose, location or beneficiaries of an activity.

When it has been determined that a substantial change must be made to Consolidated Action Plan, the proposed amendment will be published for review in the local newspaper at least 30-days prior to City Council adoption of the amendment. City Council will hold a public hearing before adopting an amendment to the Consolidated
2.2 Neighborhoods in Bloom/Vacant Building Strategy

The City of Richmond continues to implement its award winning Neighborhoods in Bloom Program. This targeted strategy receives $3,960,000, about 44% of the CDBG and HOME funds, to comprehensively address conditions in five neighborhoods. Funds will be used for property acquisition, housing construction, and housing rehabilitation in Bellemeade, Blackwell, Carver/Newtowne West, Church Hill Central, Highland Park and Swansboro.

Simultaneous with NiB implementation is the continuation of the Vacant Building Strategy, with an expressed goal of addressing 750 vacant buildings within the City. Through code enforcement, acquisition, rehabilitation, and demolition, blight caused by abandoned buildings will be reduced. The Vacant Building Strategy will work in tandem with NiB and the City’s code enforcement efforts, using powers available through other state approved initiatives such as spot blight and conservation projects.
CHAPTER III. FUNDING SOURCES AND ELIGIBLE ACTIVITIES

3.1 Community Development Block Grant (CDBG) Fund

Community Development Block Grant funds constitutes the largest block of financial resources available to the City for housing and community development activities. These flexible funds are provided on an annual basis to the City to carry out a wide range of community activities focused in the areas of:

- Housing and Neighborhood Revitalization
- Economic Development
- Public Facilities
- Planning Public Services

CDBG Broad National Objectives

All CDBG Projects must meet a Broad National Objective (BNO). The objectives fall into three primary categories:

- Providing a Benefit to Low to Moderate Income Persons
- Preventing or Eliminating Slums and Blight
- Meeting an urgent need, in cases of natural disasters or other emergencies

The Broad National Objective assigned to a project should not change over the course of the project. Certain projects that involve the development of single family housing, either through new construction or rehabilitation, can serve both low/mod and slums/blight Broad National Objectives. The activity in the item plan must reflect if it is a low/mod or a slums/blight activity.

Listed below are the BNOs that apply to CDBG projects:

- **Low-Mod Area Benefit** is provided when a project provides a benefit to all the residents of an area, which is considered low-to-moderate income because 51% of the residents are low to moderate income (i.e. at or below 80% of the Richmond median income).
- **Low-Mod Limited Clientele Benefit** is provided when a project provides a benefit to a specific clientele (i.e. youth, the elderly etc.) that is primarily low-to-moderate income.
- **Low-Mod Housing Benefit** is provided when a project creates or retains housing for low-to-moderate income persons.
- **Low-Mod Jobs Benefit** is provided when a project provides employment primarily for low-to-moderate income persons.
- **Slums and Blight-Area Basis Benefit** is provided when a project is helping to prevent or eliminate slum conditions in a designated blighted area.
- **Slums and Blight-Spot Basis Benefit** is provided when a project is eliminating or preventing blight on specific property in an otherwise stable, unblighted area.

### CDBG Eligible Activities

The following are eligible activities under the CDBG program:

- **Acquisition of Real Property** - The purchase, long-term lease, donation or transfer (whole or in part) of property for a CDBG-eligible development activity or public purpose.
- **CBDO Activities for Otherwise Ineligible Activities** - A Community Based Development Organization (CBDO) is an organization in which representation by neighborhood residents and property owners exists. A CBDO is focused on addressing the physical, economic, and/or social needs of a particular community through a neighborhood revitalization plan, a community economic development project, or energy conservation project. The components of a CBDO project might not otherwise be eligible but provide a comprehensive approach to revitalization.
- **Code Enforcement** - Inspection for code violations and enforcement activities in deteriorated areas. These activities will be carried out in conjunction with public improvements, rehabilitation, and other services to arrest the decline of the area.
- **Clearance Activities** - The demolition, clearance and removal of buildings or the movement of buildings and improvements to other sites.
- **Commercial or Industrial Development** - The acquisition, construction, rehabilitation, or installation of commercial and industrial buildings.
- **Construction of Housing** - The construction of housing only in special circumstances provided in the U.S. Housing Act of 1937. 
  *Generally, CDBG funds cannot be used for the construction of new housing. Subrecipients classified as a CBDO are permitted to construct new houses (see CBDO Activity).*
- **Direct Economic Development Assistance to Private For Profit Entities** - Assistance to for profit entities including grants, loan guarantees, interest supplements, technical assistance and other support.
- **Direct Homeownership Assistance** - Assisting homebuyers by subsidizing interest rates and mortgage principal amounts, financing a lease purchase, acquiring mortgage guarantees from private lenders, providing up to 50% of a required home down payment, or the paying of reasonable closing costs.
- **Disposition** - Costs related to the sale, lease, donation or transfer of any real property acquired with CDBG dollars or holding costs associated with the temporary retention of a property. The disposition must assure the property meets one of the CDBG Broad National Objectives.
- **Economic Development Services** - Special services to foster economic development including: grant application, preparation of agreements, job placement, job training, outreach efforts etc.
• **Historic Preservation** - The rehabilitation, preservation, or restoration of any property, which the City of Richmond, Commonwealth of Virginia, or U.S. Government has designated as historic or which has been determined eligible.

• **Interim Assistance** - Temporary assistance to arrest significant deterioration that will be followed by permanent assistance, or temporary assistance to alleviate an emergency condition. *This activity applies to the urgent need BNO and is not generally used.*

• **Lead-Based Paint Hazard Evaluation and Reduction** - The identification and abatement of lead based paint hazards.

• **Loss of Rental Income Replacement** - Payments to property owners for a loss of rental income for holding properties for persons displaced by eligible activities.

• **Micro Enterprise Assistance** - Providing credit, technical assistance, or general assistance for the development of micro enterprises. A micro enterprise is a business with 5 employees or less, of which the owner is included.

• **Planning & Administration** - The development of a neighborhood or city-wide plan for housing, economic development, historic preservation, capital improvements, transportation, utilities, environmental issues, recreation and parks, or comprehensive evaluation of issues. Planning funds may also be used to help an agency undertake capacity building activities.

• **Privately-Owned Utility Development** - The acquisition, construction, reconstruction, rehabilitation or installation of privately owned utilities or the placing of existing utilities underground.

• **Program Administration** - The program administration category is only for programs that pay for the overall administration of CDBG funds. Generally, this category will only apply to the administration of the CDBG program by the City. The administrative costs of a project need to be prorated into different activity categories.

• **Public Facilities and Improvements** - The acquisition, construction, reconstruction, rehabilitation and/or improvements of public facilities.

• **Public Services** - Providing public services concerned with employment, crime prevention, child care, youth services, health, drug abuse, fair housing counseling, education, energy conservation, welfare (not including payments), recreational needs, and other public service needs.

• **Reconstruction** – Rebuilding a structure on the same site in substantially the same manner as the previous structure on the site.

• **Rehabilitation** - The rehabilitation of existing public facilities, commercial or industrial properties (exterior only), non-profit owned buildings, public housing, or residences. This activity also includes emergency repair activities.

• **Relocation** - Payments and other assistance for the permanent or temporary relocation of individuals, families, businesses and nonprofit organizations displaced by other funded activities in conformance with the City’s Section 104 (d) Relocation and Replacement Plan.

• **Removal of Architectural Barriers** - The removal of architectural barriers for the disabled in conformance with Section 504 requirements and the Americans with Disabilities Act.
- **Renovation of Closed Buildings** - The renovation and conversion of closed buildings for a public facility or for housing.
- **Urban Renewal Completion** - Activities that will result in the completion of existing urban renewal areas.

### 3.2 Home Investment Partnership (HOME) Fund

HOME funds are awarded to the City annually to expand the supply of decent, affordable housing to low and extremely low-income households with an emphasis on homeownership. The program provides coordinated assistance for the creation of affordable housing for homeowners.

**HOME Eligible Activities**

The following are eligible activities under the HOME program:

- **Acquisition of Real Property** - The purchase of property for the rehabilitation or construction of housing.
- **Rehabilitation** - The rehabilitation of existing housing units or converted buildings for housing for low-to-moderate income people. All rehabilitations must meet Housing Quality Standards (HQS).
- **Homeownership Assistance** - Providing assistance to low-to-moderate income homebuyers in the form of down payment assistance, the payment of closing costs, and other forms of assistance.
- **New Construction** - The construction of housing units for low-to-moderate income people.
- **CHDO Loans** - Loans made by Community Housing Development Organizations (CHDO’s) to low-to moderate income people to purchase housing.
- **CHDO Capacity Building** - Activities for CHDO’s to develop their organizational capacity.
- **CHDO Administration** – Activities for CHDO’s to cover general program administration costs for projects that are directly funded with HOME funds. Program administration includes personnel, supplies and other related costs.
- **HOME Program Administration** - The program administration category is only for programs, which pay for the overall administration of HOME funds. Generally, this category will apply to the City of Richmond, RRHA and other non-profit organizations for the general administration of funds. The administrative costs of subrecipients must be prorated over the costs of different project categories.

### 3.3 Emergency Shelter Grant (ESG) Fund

The objectives of the Emergency Shelter Grant funds are to increase the number and quality of emergency shelters and transitional housing facilities for homeless individuals and families, to operate these facilities and provide essential social services, and to help prevent homelessness.
Since its inception and incorporation into the McKinney-Vento Act, the ESG program has helped states and localities provide facilities and services to meet the needs of homeless people. ESG funds assist in providing shelter for the homeless, but also aid in the transition of this population to permanent housing.

ESG Eligible Activities

The following are eligible activities under the ESG program:

- **Rehabilitation** - The renovation, major rehabilitation, or conversion of buildings to be used as emergency shelters.
- **Essential Services** - The provision of essential services relating to emergency shelter for homeless individuals including: services concerned with employment, health, drug abuse or education.
- **Operational Costs** - The costs associated with operating emergency shelter and transitional housing facilities including: maintenance, operation, insurance, utilities and furnishings, except that not more than 10 percent of the amount of any grant received under this subtitle may be used for costs of staff.
- **Homelessness Prevention Activities** – Efforts to prevent homelessness such as financial assistance to qualifying persons who have received eviction notices or notices of termination of utility services. Not more than 30 percent of the aggregate amount of all assistance to a local government under this subtitle may be used for these activities.
- **Administrative Costs** – Up to 5 percent of the annual grant is available to the local government for administrative purposes.

3.4 Housing Opportunities For Persons With AIDS (HOPWA) Fund

The Housing Opportunities for Persons with AIDS (HOPWA) Fund was created to assist localities with the resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of persons with Acquired Immune Deficiency Syndrome (AIDS) and related diseases. HOPWA housing assistance and supportive services are limited to persons with AIDS (PWA’s) or related diseases and their families who are low-income (any individual or family whose income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families unless HUD determines higher or lower ceilings are necessary because of prevailing levels of construction costs or unusually high or low family incomes). Any person with AIDS, regardless of income, can receive housing information services and participate in a community residence’s outreach and educational activities.

**HOPWA Eligible Activities**

HOPWA funds may be used to assist all forms of housing designed to prevent homelessness including emergency housing, shared housing arrangements, apartments, single room occupancy (SRO) dwellings and community residences for persons with AIDS and related diseases. Appropriate supportive services must also be provided as part
of any HOPWA assisted housing, program funds may also be used to provide services independently of any housing activity. In addition, administrative costs can be covered but are limited to 7% of each project sponsor’s grant award.

The following are eligible activities included under the HOPWA program:

- **Housing information services**
- **Resource identification**
- **Acquisition, rehabilitation, conversion, lease, and repair of facilities to provide housing and services**
- **New construction for SRO dwellings and community residences only**
- **Project or tenant based rental assistance, short-term rent, mortgage, and utility payments to prevent homelessness**
- **Supportive services (to include providing first month’s rent)**
- **Operating costs for housing**
- **Technical assistance in establishing and operating a community residence**
- **Administrative Costs [limited to 7% of allocation].**
CHAPTER IV. ITEM PLANS AND CONTRACTS

4.1 Item Plan

An Item Plan is a required project control document for each funded project (see Appendix I). It sets forth what will be accomplished, when it will be done, the budgeted allowable cost, and the measurable objective. It is the primary document for all activities and expenditures connected with each project. It is the documented source of goals against which all accomplishments will be reported. When Contracts are used, the Item Plan will be included as Exhibit A - Work Program, with each Contract. No funds can be committed or expended until the Item Plan indicates that an appropriate account code has been assigned to a specific activity and HUD has authorized the Release of Funds for expenditures. Each Item Plan, as outlined in Chapter IX, Section 9.1, contains a brief description of the purpose of the project, the project goals, the specific accomplishments of the project, and the budget for each activity. In addition, the first page of the Item Plan shows the date of the latest issue and the sign-off acceptance of the plan by all responsible parties either involved in the review or implementation of the Item Plan.

Item Plan Development and Processing
After adoption of the Consolidated Action Plan by City Council, the DECD Project Manager will work with the subrecipient’s Item Manager to prepare an Item Plan document. The Item Plan will then be submitted to the Housing and Neighborhoods Division for review. Completed Item Plans and Contracts will be submitted to the subrecipients along with contracts (if applicable) for required signatures and returned so that funding is available at the beginning of the fiscal year. The processing of funds cannot begin until the subrecipient returns the Item Plan. Failure to return the signed Item Plan by September 1st may result in the termination of the project and the recapture of funds. If an Item Plan is not completed by the end of the fiscal year for funds that were allocated in the original budget and/or by amendment, the City will recapture allocated funds at the end of the fiscal year.

Revision of Item Plans
During the course of the fiscal year, a budgetary and/or programmatic revision of the Item Plan may become necessary. The Item Manager should consult with the DECD Project Manager, to revise the Item Plan for submission to the Principal Planner of the Housing and Neighborhoods Division. The Item Manager may be required to provide documentation on the need for the revision with detailed program and budget information including impact on project objectives. After receipt of the revision and approval by the Principal Planner, the DECD Project Manager shall prepare the revised portions of the Item Plan. After the appropriate changes are made, the revised document will be circulated as necessary for authorization and then submitted to the City Finance Department for processing.
Any change in budget line items:

- Less than $10,000 that does not change the total project amount requires a revision of the Item Plan and must be approved by the Principal Planner of the Housing and Neighborhoods Division.

- More than $10,000 that does not change the total project amount requires a revision of the Item Plan and all required signatures on the first page of the Item Plan.

- Adding or subtracting less than $25,000 from the total project budget requires a revision of the Item Plan and Contract, all required signatures for both documents and HUD notification.

- Adding or subtracting more than $25,000 from the total project budget requires a City Council amendment to the Consolidated Action Plan, a revised Item Plan and Contract with all required signatures and HUD notification.

4.2 Contracts

The contract is the overall legal document that defines the relationship between the subrecipient and the City. Subrecipients will receive a separate contract for each of the grants (CDBG, HOME, ESG, HOPWA) it will receive for the fiscal year. Each of the subrecipient’s projects receiving funding will be listed in the appropriate contract. Each contract will cover one fiscal year of a project. Subrecipients will be monitored for their compliance with the contract as specified in Chapter VII, Sections 7.1 and 7.2. The Contract may be terminated by either party hereto upon delivery of written notice, one to the other, at least thirty (30) days by registered mail return receipt. The City may also reduce the dollar amount of the Contract in the same manner.

4.3 Reallocations and Carryover of Unspent Project Funds

The City of Richmond automatically recaptures funds that have not been spent at the end of the fiscal year. Unless specifically granted as carryover, the recaptured funds go to the undesignated reserve to be reprogrammed. For unspent funds to be granted as carryover, the subrecipient must provide documentation describing the need for, and use of, these funds. Adding carryover funds, unspent from the previous fiscal year, requires an amendment to the item plan and contract, but does not require City Council approval, regardless of the amount. Funds provided as carryover are designated as such in the item plan.
CHAPTER V. Requirements for Housing Development

5.1 Board Composition for a Community Development Corporation (CDC)

The board of directors of a non-profit corporation undertaking housing or community development activities, generally known as a Community Development Corporation (CDC) should consist of representation from the community where the housing is being developed and from various fields that are essential to sound housing development. There should be a clear separation of responsibility and authority between the board and staff. Paid staff may not serve as voting members of the board of directors of a community development corporation or any other non-profit corporation funded with CDBG, HOME, ESG, or HOPWA funds.

A. Community Housing Development Organization (CHDO) Requirements
Certification as a CHDO is necessary in order to take advantage of certain HOME funded activities. Organizations must meet the following criteria to qualify as a CHDO:

- Is organized under State or local laws;
- Has no part of its net earnings incurring to the benefit of any member, founder, contributor, or individual;
- Has a tax exemption ruling from the Internal Revenue Service under section 501(c)(3) or (4) of the Internal Revenue Code of 1986;
- Has standards of financial accountability that conform to CFR 84.21, "Standards for Financial Management System";
- Has among its purpose the provision of decent housing that is affordable to low-income and moderate-income persons, as evidenced in its charter, articles of incorporation, resolutions or by-laws;
- Maintains at least one-third of its governing board's membership for residents of low-income neighborhoods, other low-income community residents, or elected representative of low-income neighborhood organizations;
- Has a demonstrated capacity for carrying out activities assisted with HOME funds;
- Has a history of serving the community for a least a year within which housing to be assisted with HOME funds is to be located.

B. Community Based Development Organization (CBDO) Requirements
Certification as a CBDO is necessary to use CDBG funds for new construction and certain other activities. Organizations must meet the following criteria to qualify as a CBDO (private nonprofit organization):

- Is organized under State or local laws;
- Is engaged in community development activities (which may include housing and economic development activities) primarily within an identified geographic area of operation within a neighborhood;
- Has as its primary purpose the improvement of the physical, economic or social environment of its geographic area (neighborhood) by addressing one or more critical problems of the area, with particular attention to needs of persons of low and moderate income;
- Maintains at least 51 percent of its governing body's membership for low and moderate-income residents of its geographic area of operation (neighborhood).

5.2 Financial Support

It is the policy of the City of Richmond to provide financial support for the development of housing by providing the minimum subsidy necessary where the lack of a subsidy makes the project financially infeasible. To that end, for housing development activities, the City will fund the gap between the total development costs of a property (excluding the cost of acquisition, demolition, and relocation) and the net sales price based on fair market value. Included in the development cost should be a reasonable developer’s fee to cover all indirect and administrative costs associated with the project by the housing subrecipient. A reasonable developer’s fee will generally range from 8-12% of project construction costs. The basis for calculating the developer’s fee shall be the sum of all direct construction costs and the predevelopment costs. No additional administrative or personnel costs associated with housing development will be funded. The City reserves the right to further limit developer’s fees. It may not include interest, taxes, utilities or “other” costs, as listed on the pro-forma in Appendix A4.

For each project, City staff will review the pro-forma submitted for reasonableness of costs. The project pro-forma (Appendix A4) is part of the financial information submitted with the Project Initiation Form as described in Chapter IX, Section 9.3.

For development assistance other than single family residential, the City will, upon reviewing project financials, determine the appropriate structuring of City financial participation in the project.

5.3 Housing Development Subsidy Limits

The purpose of providing CDBG and HOME funds for housing rehabilitation and new construction is to accommodate the financial gap between the development cost and the market value of the completed project. It is recognized that the development subsidy required is a function of the type of development (new construction or rehabilitation), the extent of the project (gut rehab or minor rehab), and the size of the structure. The total project subsidy (inclusive of any developer’s fee) should not exceed $35,000 for new construction and $55,000 for rehabilitation; under special circumstances the project subsidy will be determined on a case by case basis particularly where there are substantial costs for the abatement of lead based paint. Since a developer’s fee is to be incorporated
into the project cost, no other indirect or administrative costs to undertake these projects will be provided, nor should any be budgeted. Disbursement of these funds will be provided in accordance with Section 5.8

5.4 Housing Upgrades

The inclusion of luxury or upgrade items is not appropriate for inclusion in homes where the development is subsidized with federal funds. This includes but is not limited to: custom tile work, custom counter tops, substantial upgrade or “luxury” plumbing fixtures, nonstandard flooring (such as excessive use of hardwood in new construction), certain appliances or any other upgrade discouraged or prohibited by federal requirements.

5.5 Housing Affordability

To further affordable housing, homebuyer assistance can be provided where the project is required to serve low/mod homebuyers. Such assistance should be structured as a second mortgage in the form of a deferred loan with an interest rate of no more than 3%, accruing for no more than 10 years, to be paid in full only upon sale of property. This instrument will be held as joint trustees from the subrecipient and the City of Richmond. However upon sale, the funds will be returned to the City of Richmond as program income. Financing such as this can be in addition to down payment and closing cost assistance, structured as a forgivable loan. The City shall retain the discretion to, after 10 years; waive some or all of the lien in instances where property values have declined. This assistance cannot exceed $25,000 without written permission and sufficient justification.

5.6 Personnel and Administrative Costs for other Housing Activities

It is the policy of the City of Richmond to utilize fee-based payments for services to the maximum extent practical. To that end, specific fees will be established for the provision of specific housing related services. Invoicing and payment of fees shall follow a schedule established by the City and referenced in the Item Plan for each activity. Activities that would typically be paid on a fee-based system include direct homeownership assistance and owner occupied housing rehabilitation. It is the intention that these fees will be the only compensation for personnel and administrative costs associated with the activity.

For activities where it is not practical to use a fee-based system, administrative and personnel costs associated with these activities will be negotiated with each subrecipient. Such activities typically include: acquisition, demolition, disposition, and relocation.

5.7 Relocation

In order for relocation funds to be budgeted or dispersed, a subrecipient must provide documentation that it has the expertise in-house to undertake relocations consistent with
HUD requirements. Alternatively, a subrecipient may provide documentation of an arrangement with another qualifying entity to undertake relocation on its behalf.

5.8 Funds Disbursement for Housing Development Activities

Disbursement of the allowed development subsidy or fee for projects will occur in accordance with the following guidelines. Please note percentages are cumulative. Disbursements are based upon the estimated development subsidy within the pro forma submitted with the PIF. The final payment will be calculated based on the information within the final pro forma, which is submitted with the PCF. All funds drawn must be expended on eligible expenses for the designated address within 15 days. Any funds received and not expended for eligible costs must be returned to the City.

For Purchase/Rehab/Sale and New Construction Projects (most CDCs)

- Total amount is based upon the total development subsidy needed for the project as shown on the project pro forma
- Up to 20% of total upon submission of Project Initiation Form, Section 106 checklist material, and Lead Based Paint Form, paint test and risk assessment
- Up to 50% upon signing of construction contract
- Up to 70% upon 50% completion of construction
- Up to 90% when construction is complete and project is sold
- Up to 100% upon completion of project (property is sold, and the following forms have been submitted: project completion form, passing clearance test, and proof of homeowner notification of lead based paint hazards and hazard reduction activities)

For Owner Occupied Rehab

- Total amount is based upon a fee (per project) agreed upon between the City and the subrecipient, plus the hard costs of the rehab. (as shown on the project write-up)
- Project administrative fee is paid in two parts: one-half with the submission of Project Initiation Form and required documents and the remaining one-half with the submission of the Project Completion Form and required paperwork, to include passing clearance test and homeowner notification.
- Project hard costs are paid after receipt of PIF, with the final hard costs to be paid only after receipt of all required documents.

For Down Payment (Direct Homeownership) Assistance

- Payment has three components: actual amount of down payment assistance, payment to the subrecipient to cover administrative and other costs, and where agreed to, reimbursement for specific expenses (inspections, credit report, etc.). Reimbursement for administrative costs to subrecipient will not exceed an amount agreed upon between the City and the subrecipient per loan
- Once there is a certified purchaser, 50% of the administrative costs can be paid
- Actual amount of DPA will be paid upon closing of loan
- Other expenses (credit report, inspections, etc.) can be paid once they have occurred, provided they are associated with a specific address
- Any remaining amounts to be paid upon closing of loan

**For Other Fee-based Forgivable Loans Involving Rehab or New Construction**

- Up to 20% at the beginning of the fiscal year for pre-development and marketing costs (no project initiation form is required, however cost must ultimately be linked to a particular address)
- Once a purchaser has been identified, the Project Initiation Form, Lead Based Paint Form, and risk assessment has been submitted, and a construction contract has been signed, 50% of the fee can be paid
- Up to 75% can be paid once construction is 50% complete
- Remaining 25% to be paid upon closing of the loan and submission of the Project Completion Form, passing clearance test, and proof of homeowner lead notification (if homeowner has been identified)

**For Principal Reduction Assistance**

- Administrative fee is generally not allowed, but may be negotiated if deemed necessary
- The request for principal reduction funds should be submitted at least two weeks prior to closing. A draft HUD settlement statement and an interim project pro forma that documents the need for assistance should accompany request
- Please note that HUD limits assistance to projects using HOME Investment Partnership funds and may affect the amount of principal assistance available to a project
- Projects with a high probability that homebuyer assistance may be needed, the estimated amount of that assistance may be obtained during construction of the property using the percentage method for construction assistance. If the amount of drawn principal reduction assistance exceeds the amount needed at closing, the extra amount must be returned to the City as an overpayment

5.9 **Customer Complaints**

Resolution of customer complaints is the responsibility of the housing provider (subrecipient). If the City of Richmond receives a customer complaint either directly from the customer or by referral from HUD or any other relevant agency, DECD staff will follow up to ensure that the appropriate housing provider has taken, or is taking appropriate action to address the complaint.

Clients contacting the Department of Economic and Community Development will be instructed to first work with the appropriate housing provider to resolve the complaint. Housing providers are expected to attempt to address all complaints and respond in writing to all complaints made to them. All communication and subsequent resolutions
for client complaints should be documented in the client files for review during monitoring visits.

For complaints that remain unresolved, the City may at its expense undertake an independent evaluation or inspection of the issues raised by the complainant. Based on the results of that evaluation, the City may require the housing provider to address those issues at its expense.

5.10 Other Property Requirements

All subrecipients purchasing or selling real estate that has been purchased in whole or in-part with federal funds must abide by all applicable City and federal requirements. They include:

- Property Acquisition Requirements  
  (see Section 8.23 and 24 CFR 570.201 (a); 201(c), 202, 203(a).
- Property Use, Management and Disposition Requirements  
  (see Section 8.22; 24 CFR 570.505 and 24 CFR 570.503(b)(7).
- Allowable Property Holding Costs (see Section 6.1)
CHAPTER VI. FINANCIAL REQUIREMENTS & PROCEDURES

6.1 Allowable Property Holding Costs

For property acquired with federal funds, the City of Richmond will support reasonable property holding costs associated with a property for which a future development activity has been identified. Such expenses will be allowed for up to twelve (12) months from the date of purchase whether any development activity has occurred or not. If activity is initiated (e.g. a building permit is obtained), within 12 months of purchase, the City will support holding costs for up to an additional 12 months. If no activity occurs during the initial 12 months, the subrecipient may receive additional support provided they submit their request in writing and can demonstrate cause. The City cannot support maintenance for more than 5 years for any property purchased with federal funds.

Acceptable development expenses include:
- utilities
- taxes
- insurance
- property maintenance (e.g. lawn care, boarding and lot cleaning)

6.2 Allocation of Funds by HUD Activity Categories

All CDBG, HOME, ESG, and HOPWA funds have activity categories, which are listed in Chapter III. Subrecipients must allocate all of their costs by the activity categories. The DECD Project Managers and subrecipients will work closely in the item plan development process to achieve this. Some subrecipients may have only one category. Others may have as many as seven or eight. It is advisable for a subrecipient to concentrate federal funds in as few activity categories as possible.

6.3 HOPWA and ESG Administrative and Personnel Cost Limitations

HOPWA program rules limit indirect administrative costs to 7% of the total HOPWA amount received and the ESG program has an indirect cost limit of 10% of the total amount received.

6.4 Invoice and Cash Reimbursement Review and Payment Process

The City Finance Department shall be responsible for accounting and reporting for all expenditures, encumbrances and commitments. For activities not covered in the Funds Disbursement Policy in Section 5.8, subrecipients will request funds on a cost reimbursement basis. Exceptions to this rule will be addressed on a case by case situation. Requisitions for cash are to be submitted to the City Finance Department for review using a Requisition for Cash Form (Appendices B1-B4). This form should include all funds received and expenses to date. If any funds are advanced to a subrecipient and not spent in a timely manner and they earn interest, in compliance with Federal Regulation 24 CFR 85.21 (i), the interest earned shall be returned to the City on a
quarterly basis and subsequently returned to the U. S. Treasury by the City. Any allowable administrative costs related to the earning of interest shall be recorded as an expenditure and not netted against the interest earned.

Expenditure Reimbursement: Requests for reimbursement are submitted on the Requisition for Cash Form, which is discussed in Chapter IX, Section 9.8. An expense report [Cost Category Summary Form (Appendices C1, C4, C6, and C8), and Activity Category Forms (Appendices C2, C5, C7, and C9)] must accompany each Requisition for Cash form (Appendices B1-B4).

The general process undertaken by the City Departments of Finance and Community Development for reviewing and approving invoices is as follows:

- Expenditure and cash requests are submitted to, and reviewed by the Department of Finance for accuracy of the request and to ensure that the request does not exceed the budgeted amount for any activity or line item.

- Finance staff prepares a receiver’s report to initiate the payment and forwards it with documentation submitted by the subrecipient to the Administrative Coordinator with the Housing and Neighborhoods Division.

- Project manager reviews the request and makes a determination (after consulting as necessary with Principal Planners) if it is appropriate to make a payment. For NiB projects, project managers will verify the following:
  - All appropriate related paperwork has been received (project initiation forms, 106 reviews, lead clearance reports, etc.)
  - All payment requests are in conformance with guidelines for the particular program or activity (e.g., subsidy amount does not exceed amount allowed; personnel and indirect costs do not exceed guidelines).
  - There is sufficient information to connect draw requests with the address of a particular project, or provision of services.
  - There are no other outstanding issues with the subrecipient that would preclude payment (lack of quarterly reports, delinquent taxes, delinquent audit report or program income submittal, or any other information requested from the City, etc.)

- If any information is determined to be missing, unclear or incomplete, a written communication will be made to the subrecipient requesting this information. If the request is found to be in order, the project manager will initial the form and forward it to the Principal Planner for Grant Administration.

Upon receipt of an invoice from the Department of Finance, DECD Project Managers make every effort to either recommend the invoice for payment (either full or partial) or contact the subrecipient for any needed information within 5 days of receipt of request.
6.5 Requirements Specific to City Agencies

City departments and agencies should not request advance funds or drawdowns because they operate through the City's existing purchasing and accounting systems.

6.6 Allowable and Unallowable Costs for Government Agencies

The following are allowable CDBG Costs:
- Accounting
- Advertising
- Advisory council
- Audit services
- Bonding
- Budgeting
- Building lease management
- Central stores
- Communications
- Compensation for personal services
- Depreciation and use of allowances
- Disbursing services
- Employee health morale and welfare costs
- Exhibits
- Legal Expenses
- Maintenance and repair
- Materials and supplies
- Memberships, subscriptions and professional services
- Motor pools
- Payroll preparation
- Personnel
- Printing and reproduction
- Procurement services
- Taxes (in certain circumstances)
- Travel
- Training and education
- Transportation

The following are allowable HOME costs:
- Acquisition
- Administration and planning costs
- Architecture/engineering or related professional services
- Audit services
- Development hard costs
- Rehabilitation costs
- Relocation costs
- Tenant based rental assistance (if requirements are met)

The following are unallowable CDBG costs:
- Bad debts
- Contingencies
- Contributions and donations
- Entertainment
- General government expenses
- Fines and penalties
- Interest and other financial costs
- Legislative expenses
- The recovery of costs under grant agreements
6.7 Expenditures (City Agencies)

For City agency programs, it shall be the responsibility of the responsible director to ensure that all expenditures are for eligible items and do not exceed their budget. Agencies and departments may expend up to the limit of the amount stated for that activity (and/or item) account code on the latest revised copy of the Item Plan for the current fiscal year. As a rule, transactions that will exceed available funds will be rejected and returned to the originating department marked "Insufficient Funds". In those cases where a transaction is not rejected and creates a negative availability of funds, the Finance Department will notify both the originating department and the Housing and Neighborhoods Division, and request that appropriate action be taken to increase the availability of funds or transfer the charge to some other account. All expenditures made shall be in compliance with both current City purchasing policies and procedures and with the cost principles set forth in Uniform Administrative Requirements A-110 (See Appendix I6).

6.8 Encumbrances (City Agencies)

The same rules and procedures given for expenditures apply to encumbrances. In addition, no contract may be negotiated or executed, nor any obligations made to purchase or secure any services, article, equipment, or material prior to notification of release of funds by the Housing and Neighborhoods Division.

6.9 Double Reimbursement

The subrecipient shall be prohibited from receiving reimbursement for the same project cost from different funding sources.

6.10 Special Circumstances for Historic Tax Credits

The City of Richmond encourages the use of the Virginia State Historic Tax credits in the rehabilitation of housing for owner occupancy. The work required to meet the historic rehabilitation standard may differ from that to satisfy Section 106 standards, and may require modifications and greater expenses in the rehabilitation of the property. For projects receiving assistance under City housing programs, this may mean higher expenses that will be reflected in the development pro forma as submitted for projects. This may require temporary financial assistance from the City since generally the income generated from the tax credit is not available until the conclusion of the project. Agencies seeking to use the Virginia historic tax credits must identify the use at the outset and show the estimated tax credit on the pro forma. The City will treat any related financial assistance as a short term no interest loan to be repaid at the time the credit is received.
6.11 Program Income and Other Income Sources

Program income represents gross income earned by the subrecipient from federally supported activities. Such earnings exclude interest earned on advances of federal funds and may include, but will not be limited to: sale of real estate, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights. Subrecipients will account for program income related to projects financed in whole or in part with federal funds in the following manner:

A. Interest earned on advances of Federal funds shall be returned to the City to be remitted to the Federal government except for interest earned on advances to States or an instrumentality of a State as provided by the Intergovernmental Cooperation Act of 1968 (Public Law 90-377).

B. Proceeds from the sale of real and personal property either provided by the Federal government or purchased in whole or in part with Federal funds, shall be handled in accordance with Circular A-110 (See Appendix I6) and requirements described in Section 8.22.

C. All program income will be returned to the City in accordance with Circular A-110, unless otherwise specified in the City’s contract with the subrecipient.

All program income is to be reported and submitted to the City no later than 45 days after the end of each quarter.

6.12 Financial Sanctions

The City reserves the right to impose financial sanctions on the subrecipient. If the City elects to impose sanctions they may include withholding any and all project funds, termination of the contract, requiring the subrecipient to return funds already received, and barring the agency from future funding. Sanctions may be imposed if the subrecipient does one or more of the following:

A. Fails to file required reports (quarterly reports, lead forms, CAPER data etc.) or to meet project progress or completion deadlines.

B. Materially fails to comply with any provision of the Contract.

C. Expends project funds for ineligible activities, services or items.

D. Implements the project prior to the beginning of the fiscal year or approval of the Contract and Item Plan.

E. Violates the Historic Preservation (Section 106) requirements of the program.

F. Violates lead safe housing requirements.

G. Violates any requirement regarding property acquisition or disposition.
H. Violates any of the other stipulations of the Contract or requirement for the use of federal funds.

I. Fails to comply with written notice from the City of substandard performance under the terms of this agreement, identified in programmatic or financial monitoring.

J. Fails to expend funds within the Contract period and cannot verify funds will be spent in a timely manner.

K. Fails to meet its lawful obligations; i.e. compliance with the applicable zoning, payment of taxes, etc.

6.13 Procurement Procedures

Listed below are required procurement procedures. Additional procurement procedures are outlined in Uniform Administrative Requirement A-110 (See Appendix I6).

A. No employee, officer or agent of a subrecipient shall participate in the selection, award or administration of a contract in which CDBG, HOME, HOPWA or ESG funds are used, where the employee, officer, or agent’s immediate family, partner, or organization has a financial interest or with whom the employee, officer or agent, is negotiating or has any arrangement concerning prospective employment. This agency’s officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or service providers.

B. Purchases of less than $10,000 shall be based on three or more quotations secured by telephone or some other informal means. Documentation of the quotation process should be maintained in the files. Purchases, which are essentially a unit, shall not be divided for the purpose of evading this policy. The purchase of insurance bonds shall be made on the basis of at least three quotations, which shall be maintained in the subrecipient's insurance file.

C. Purchases larger than $10,000 will be made on the basis of formal competitive bids. All awards of maintenance service contracts for seven or more like items (such as typewriter repairs) will be made on the basis of an annual or semi-annual competitive bid process, unless a sole source contract can be substantiated.

D. A petty cash system can be established, however, petty cash purchases should be limited to $150. Purchases which are essentially a unit shall not be divided for the purpose of evading this policy.

E. All purchases shall be made only after comparing market prices, discounts offered, and the vendors’ ability to provide the goods or services in a timely and satisfactory manner. When there is a need for new equipment the appropriate analysis will be made to determine whether that equipment should be leased or purchased.

F. Procurement of contractors or other services related to the development of housing through either new construction or rehabilitation must be made on the basis of
soliciting competitive bids. Advertisements for bid must include the following language: “This is a HUD funded project; Section 3 businesses and/or business that employ Section 3 residents are encouraged to respond.”

6.14 Financial Audit

All subrecipients receiving CDBG, HOME, and HOPWA funds with total Federal expenditures in excess of $100,000, or $300,000 for ESG, will be required to have an audit of all Federal funds received from all sources, unless exempted in writing. The audits are to be performed in compliance with OMB Circular A-133, Audits of Institutions of Higher Education and Non-Profit Institutions. The audit must comply in all respects with the generally accepted auditing standards of the American Institute of Certified Public Accounts, the standards for financial and compliance audits contained in the standards for audit of government organizations, programs, activities and functions issued by the U.S. General Accounting Office. The activities of the third-party contractors shall be audited at least once each fiscal year. Three copies of the audit report shall be submitted to the City of Richmond, Department of Finance within 120 days after the end of agency's fiscal year, unless otherwise approved.

On or before the due date the agency may submit an audit report or a letter to the Department of Finance (1) requesting an extension of time with a specific date the report will be submitted and (2) give the reason for non-compliance with the due date. The City will respond in writing to the subrecipient within fifteen calendar days to approve or disapprove the request. Unless an extension or waiver is granted, sanctions may be taken in accordance with Chapter VI, Section 6.12.

Upon receipt of an agency's audit report the City will review it for content, and any deficiencies regarding financial statements, internal controls and program or financial compliance. When applicable, the audited agency will submit to the City along with the audit report, its responses and a corrective action plan for any finding contained in the report. If the agency does not receive the audit report in time to prepare responses within the 120 day period, an extension, not to exceed two weeks, will be granted upon request. The City will evaluate the auditor's findings and the agency's proposed corrective action plan. Based on this evaluation, the City will work with the agency to establish a course of action and ensure that the prescribed action is implemented.

An audit may be required by the City even though the subrecipient’s total Federal expenditure does not exceed the $100,000 limit. Federal funds may not be used to cover the cost of the audit if the total Federal expenditure does not exceed the $100,000 limit.

6.15 Indemnification

The City shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by the subrecipient, its staff or clientele. Pursuant to the terms and condition of the subrecipient contract, the subrecipient agrees to defend,
save, hold harmless, and indemnify the City from and against all claims for negligent acts in the performance of the services under the contract.

6.16 Insurance

A. The Subrecipient shall furnish the City with a copy of the insurance certificate that protects him, her or it under the Workmen's Compensation Act and for claims for bodily injury, death or property damage which may arise from the performance of his, her or its services under the project Contract.

B. Such evidence of insurance must be approved by the City and shall require at least thirty (30) days prior notice to the City before cancellation or material change.

C. The subrecipient will provide a commercial general liability policy, including contractual liability, issued by a company licensed to do business in the Commonwealth of Virginia with limits of not less than $1,000,000 covering bodily injury, property damage and personal injury. The contractor will pay premiums the policy will be kept in force during the terms of the contract. The insurance policy shall contain a provision that it shall not be canceled or terminated or changed materially without thirty days written notice to the Housing and Neighborhoods Division. The City of Richmond will be named as an additional insured party on all insurance policies.

D. The subrecipient as required under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001-4128), may not use Federal funds for acquisition and construction purposes (including rehabilitation) in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

- The community in which the area is situated is participating in the National Flood Insurance Program (see 44 CFR part 59 through 79), or less than one year has passed since the FEMA notification regarding such hazards; and
- Where the community is participating in the National Flood Insurance Program, flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.

6.17 Close-out and Completion Reports

The Housing and Neighborhoods Division shall be responsible for ensuring that the following closeout procedures are followed whenever a project has been completed.

Upon determination that an item is completed and ready for closeout, the Housing and Neighborhoods Division shall:

- Notify the Department of Finance that unspent funds shall be transferred to the undesignated reserve account
- Ensure all related contracts and agreements are completed
• Complete an inventory of funded property and equipment and make final disposition
• Obtain records or advise the agency director of the need to secure records for a three-year period.
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CHAPTER VII. MONITORING AND RECORDS

7.1 Financial Monitoring

The City Department of Finance conducts financial monitoring, which consists of performing periodic reviews of Item Plan expenditures in order to ensure that costs charged against CDBG/HOME/ESG/HOPWA activity categories are eligible (see Chapter III, for allowable costs). Each subrecipient will be responsible for maintaining and making available the following records to support all expenditures:

- Payroll data and supportive personnel records
- Vouchers, invoices and related documentation in reference to the procurement of supplies, equipment, and services
- An inventory system that records and physically accounts for all land, equipment, and non-expendable items purchased with funds
- A filing system that provides the easy accessibility and safe storage of all financial records

The Department of Finance will review the accounting system and controls for each subrecipient that is a third party contractor. Monthly, a desk review will be done of the financial reports received from these subrecipients. During each fiscal year an on-site visit will be made to each subrecipient to do a more extensive review of the fiscal management of the Contract. Technical assistance will be offered when needed or requested.

7.2 Programmatic Monitoring

The Housing and Neighborhoods Division will monitor program performance under the terms of the Contract for compliance with applicable CDBG/HOME/ESG/HOPWA regulations, City ordinances, and Contract provisions. Monitoring will be accomplished through on-site visits, analysis of quarterly reports, review of subcontracts and bid documents, employment records, employee interviews and random checks to verify client income. The programmatic monitoring visit shall consist of the following:

The City will conduct at least one programmatic monitoring visit of the subrecipient during the biennium. If findings or concerns warrant, one or more follow up monitoring visits may be scheduled.

Within 45 days or less of the monitoring visit, the subrecipient will receive a monitoring report. The report will provide a detailed evaluation of the project and the subrecipient’s organization. The subrecipient will be expected to respond to any issues raised in the monitoring documents within the timelines established in the report.
7.3 Reporting Requirements

The Housing and Neighborhoods Division has a variety of reporting requirements for the CDBG, ESG, HOME, and HOPWA programs and Federal funding in general. The assistance and cooperation of both City and non-City agencies will be required to obtain the needed information on schedule. Subrecipients may be called upon to clarify the information requested by the City. Each Item Plan will contain objectives and accomplishments, which will be used to track and measure the performance of each activity. A quarterly report shall provide sufficient information to enable the progress of the Item Plan to be evaluated.

7.4 Subrecipient Quarterly Reports

A quarterly report shall follow the appropriate outline and use the forms described in Chapter IX, Section 9.7. It will include information necessary to evaluate progress on the Item Plan, as well as information to evaluate compliance with necessary regulations. Reports are due by the 5th working day following the end of the quarter. Richmond City Council has requested quarterly updates for all CDBG and HOME projects. For this reason, it is critically important that all reports are submitted completely, submitted accurately, and on time. Extensions of time for submitting quarterly reports will not be granted.

The Consolidated Plan Annual Performance Report shall be drafted for transmittal to the HUD Area Office on or before September 30th. It shall include progress relative to the major objectives of each Item Plan as well as problems encountered that hindered such progress.

7.5 Record Keeping Requirements

Financial records, supporting documents, statistical records, environmental review records, and all other records pertinent to the CDBG, HOME, ESG, and HOPWA programs shall be retained by the subrecipient for a period of at least five years after the completion of the project. Records other than confidential client records shall be deemed public records and made available to the general public, the City, or the U.S. Department of Housing and Urban Development upon request.
CHAPTER VIII. OTHER FEDERAL AND CITY REQUIREMENTS

8.1 Introduction to Contract Mandates

All subrecipients accepting CDBG, HOME, ESG, or HOPWA funds should recognize that there are a number of definite regulatory requirements that come with these funds. Included within each Contract are all the Federal and City requirements that apply to all projects with regard to the funding source.

8.2 CDBG Administrative Requirements

The CDBG program requires detailed project information on each property being developed or acquired with CDBG funds. This requires that a Project Initiation Form (see Appendix A2) and a project pro forma (Appendix A4) be submitted for each building being rehabilitated or built with CDBG funds. Subrecipients must submit a Project Completion Form (see Appendix A3) with a final pro forma within 30 days of final inspection or receipt of the Certificate of Occupancy. Each form is described in detail in Chapter IX. All forms shall be submitted to the Department of Economic and Community Development at 900 E. Broad St. Room 501, Richmond, VA 23219.

8.3 HOME Administrative Requirements

The HOME program requires detailed project information on each property being developed with HOME funds. This requires that a Project Initiation Form (Appendix A2) be submitted for each building being rehabilitated or built with HOME funds. Subrecipients must submit a Project Completion Form (Appendix A3) within 30 days of unit occupancy. In addition to the Project Completion Form, a Homebuyer/Homeowner Rehab Completion Report (see Appendices D1 and D2) or a Rental Housing Project Completion Report (see Appendix D3) must also be submitted. Each form is described in detail in Chapter IX. All forms shall be submitted to the Department of Economic and Community Development.

8.4 ESG Administrative Requirements

All projects funded in whole or in part with ESG funds must participate in the City of Richmond’s Continuum of Care for homeless persons and use the Homeless Management Information Systems (HMIS) managed by HomeWard. A Quarterly Report for Emergency Shelter Grant (ESG) Subrecipients Form (Appendix E8) must be submitted each quarter to report project progress. An abstract must accompany each Item Plan for projects never before funded in the City with ESG funds. Both the Emergency Shelter Grant (ESG) quarterly report form and the abstract are described in Chapter IX, Section 9.4.
8.5 HOPWA Administrative Requirements

Client data will be submitted to the VCU Survey Research Lab to be added to an established client database, which will ease uniform reporting to HUD. Subrecipients who use HOPWA grant funds for acquisition, new construction, or rehabilitation projects will be required at a minimum to have or gain site control, comply with environmental review requirements, and execute a Deed of Trust guaranteeing use of the facility to provide housing or assistance to persons with AIDS or related diseases for the following periods of time: not less than 10 years for projects involving acquisition, new construction, or substantial rehabilitation, not less than 3 years for projects involving non-substantial rehabilitation or repair of a building or structure. In addition to an item plan, subrecipients will also develop a program abstract as outlined in Section 8.6 for projects never before funded in the City with HOPWA funds.

8.6 Additional Reporting Requirements for HOPWA Providers

HOPWA providers must complete each of the following forms for each new (never before funded) project in the HOPWA Program:

1. Client Forms
   Each project sponsor will be required to develop a Client Form to be used in determining whether persons are eligible for assistance. At a minimum, the form must request income information and AIDS diagnosis information. Clients receiving housing assistance will be required to provide written verification of income and documentation verifying that the person has AIDS or a related disease. Program eligibility for clients receiving supportive services not associated with housing assistance can be determined without verification from the information provided on the application.

2. Expenditure Plan
   This plan must show how HOPWA funds are to be expended, or set aside, on behalf of eligible clients according to the type of HOPWA assistance (short-term and long-term rental assistance, placement in community residence, etc.). This plan should include the priority by which clients will be given assistance (i.e. a “first-come, first-serve basis”, severity of crisis, or other criterion) and the process used to determine which clients will be served (i.e. meeting between case managers or maintenance of a waiting list). If a subrecipient currently receives HOPWA funds, include the number of persons on waiting lists for HOPWA-related assistance. Please note any limits, or caps on HOPWA assistance per client, which are imposed by the organization.

3. Area to be Served
   This is the general location(s) and costs of the proposed activities. If the subrecipient plans to subcontract a specific activity, list the ASO’s name (subcontractor name), address, phone #, contact person of the ASO, and the amount of HOPWA funds to be allocated to meet a specific activity. If HOPWA funds are being requested for
leasing, acquisition, rehabilitation, and/or new construction of a housing facility, the following information must be submitted:

- Address of the site, if known, evidence of site control if applicable, and a photograph.
- For acquisition, the purchase price and an estimate of closing costs
- For rehabilitation projects, whether the property is owned by the project sponsor or under long-term lease.
- For rehabilitation or new construction projects, a description of the nature, scope, and a detailed cost estimate of planned work.
- A description of the total amount of cash needed to carry out the project including reasonable costs for operations and supportive services and a list of resources either already committed to the project or to be pursued. This information will be used in determining the reasonableness and feasibility of the proposed project.

4. Client Needs
This should explain the critical housing and supportive service needs of eligible persons not currently being addressed by available public and private resources and how the proposed activities to be carried out with HOPWA assistance will address these needs; also a description of the public and private resources that are expected to be made available in connection with the proposed HOPWA-supported activities. Note: If funding is for the entire region, it must describe the unmet needs of the entire region.

5. Information for Clients
The method (e.g. outreach, referrals, existing shelter network) of informing eligible persons regardless of their race, color, religion, sex, age, national origin, familial status, or handicap of the housing assistance and services available through HOPWA. Subrecipients should refer to Affirmative Outreach contained in 24 CFR Part 574.600 Paragraph (e). NOTE: If you are applying for funding for an entire region, your outreach plan must demonstrate how you will ensure region-wide coverage and participation).

6. Coordination of Services
The procedures that have been, or will be, taken to ensure coordination of HOPWA assistance with other State and local government agencies responsible for providing services to persons with AIDS or related diseases and their families, including, where applicable, coordination with agencies administering assistance provided under the Ryan White Comprehensive AIDS Resources Emergency Act of 1990. Also, describe how community-based, non-profit organizations experienced in caring for persons with AIDS and organizations which represent persons with AIDS have been consulted and involved in the application planning process. If you are planning to serve an entire region, coordination activities must take place throughout the region.
8.7 Environmental Review

The City is required to assume the responsibility of undertaking environmental reviews. Federally funded programs and/or projects undertaken by subrecipients on behalf of the City of Richmond. Environmental Review will be undertaken by the Block Grant Administration Staff. In most cases, environmental review can take place without participation from the funded agency. Should the funded project have environmental impacts that need to be addressed the subrecipient may be called upon to modify the project to address the environmental concerns.

The environmental review process consists of two sets of requirements:

A. The first set is based on NEPA and the implementation regulations issued by CEQ (40 CFR Parts 1500 through 1508). All federally funded projects other than those exempt (24 CFR 58.34) or categorically excluded (24 CFR 58.35) must be approved according to this set of requirements.

B. The second set derives from other statutory and regulatory requirements of various Federal agencies such as the Environmental Protection Agency (EPA), the Advisory Council on Historic Preservation (ACHP), or HUD’s own requirement such as those relating to noise. The environmental review of all projects other than those exempt (24 CFR 58.34) are subject to this second set of requirements.

8.8 Anti-Kickback Rules

A builder, design professional, or any other individual or corporation providing services shall be prohibited from paying a “kickback” to the subrecipient or primary contractor. The subrecipient shall maintain appropriate anti-kickback procedures in its written procedures and in any subcontracts.

8.9 Building and Zoning Regulations, Permits and other City Regulations

The City of Richmond cannot and shall not knowingly fund a subrecipient that owns properties that fail to meet appropriate building and zoning codes, and other appropriate City requirements. Examples of what constitutes such a violation include:

- The use of a property in violation of the zoning code without an appropriate special use permit
- The construction or rehabilitation of a property in violation of building or zoning codes
- Failure to keep the building in compliance with the City property maintenance code
- Failure to keep a property in compliance with the City environmental code
- Failure to obtain a business license
• Delinquent property and/or real estate tax

If a subrecipient allows a structure to be built in a manner that places it out of compliance with any City building or zoning requirement, it is the responsibility of the subrecipient to resolve that issue without any special treatment or additional funding from the City.

A final housing inspection, performed by a qualified housing inspector, is required prior to the sale of any house constructed or rehabilitated under the NiB program or any other City housing program. The inspection report must indicate that no substantive issues remain to be addressed at the completed property at the time of the sale.

8.10 Owner Occupied Rehabs on Duplexes, Triplexes and Quads

It is the City’s priority to assist primarily owner occupied single family dwelling under the owner rehab programs. However, on occasion, the City will assist property owners who meet the income requirements and live in one unit of a 2-4 unit building as their primary residence.

1. Owner occupant in one unit and related extended family in remaining units, (CDBG or HOME funds)
   - All residents age 18 and older must meet the income requirement as a household.
   - The property owner must sign a statement that they do not receive income from the other household members that exceed the basic cost of their utilities.
   - All residents age 18 and older must receive written notification regarding lead paint requirements.

2. Owner occupant in one unit and the remaining units are vacant or occupied by renters.
   - CDBG funds can be used to pay for repairs on only those parts of the building that pertain to the owner’s unit, for example, the cost for repairing the bathroom in owner’s unit.
   - CBDG funds can be used to pay for part of the cost of building component that is shared in common. For instance, if the roof on a four (4) unit building needs replacing and will cost $20,000, then the city will pay 25% or $5,000 of the $20,000 to replace the roof. The owner will be required to pay the subrecipient or its contractor the remaining $15,000 to replace the roof. Evidence of ability to pay must be provided prior to the start of work.
   - HOME funds can be used to pay for repairs on only those parts of the building that pertain to the owner’s unit, for example, the cost for repairing the bathroom in owner’s unit or may be used to pay for part of the cost of a building component that is shared in common. For instance, if the roof on a four (4) unit building needs replacing and will cost $20,000, then the city will pay 25% or $5,000 of the $20,000 to replace the building. The owner will be required to pay the subrecipient or its contractor the remaining $15,000 to replace the roof. In all cases when HOME funds are used the whole building
must be brought up to Housing Quality Standards (HQS). The owner would be required to pay for the repairs to the additional units in order to meet HQS.

- All residents age 18 and older must receive written notification regarding lead paint requirements. In addition, the owner may be responsible for ongoing lead paint maintenance requirements on all units once the work has been completed.

3. When rehabilitation or repair work is undertaken in response to code action, all code violations must be addressed, including those affecting units not assisted with federal funds. These repairs must be undertaken concurrent with the federally funded work on the owner’s unit. At a minimum the owner must disburse funds on a prorated basis consistent with the City’s payout schedule.

8.11 Energy Star/Green Building Standards

The City of Richmond and HUD strongly encourages all of its subrecipients when building new or rehabilitating single family dwellings that they meet or exceed Energy Star standards. Any homes that meet the Energy Star Standards at the end of construction should be reported on the City’s Project Completion Form, (Appendix A3), along with a copy of the Third Party Verification as required by Energy Star.


8.12 Conflict of Interest

The subrecipient shall adopt procedures to assure that officers, board members and staff do not use and do not appear to use their position for private gain for themselves or others. The subrecipient will assure that for a period of one year after the end of their tenure with the subrecipient, a past officer or employee shall not undertake business with the subrecipient. The conflict of interest section shall extend to all persons or organizations with which an officer, staff person or board member has family or business ties. City staff should be notified if a staff member of one subrecipient serves on the board of another.

8.13 Crime Prevention

All agencies that receive funding from the City, (even those not specifically targeted at crime reduction), must contribute to crime prevention. The policies and programs of the agency must specifically include mechanisms to help reduce crime in the City. These should be reflected in the objectives and accomplishments for each project item plan.

8.14 Drug Free Workplace

It is incumbent upon the subrecipient to create a drug free workplace in accordance with 24 CFR Part 21.200.
8.15 Equal Employment Opportunity

As specified in the Contract, the agency shall adopt policies to prohibit the discrimination in hiring or employment of anyone upon the basis of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, family status, or any other basis prohibited by law. These policies shall be posted in the workplace, and made available to new and current employees. Records of equal employment policies and practices shall be maintained.

8.16 Equal Opportunity in Participation

As specified in the Contract, the agency shall adopt policies to prohibit discrimination in providing services to anyone upon the basis of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, family status, or any other basis prohibited by law.

This type of discrimination includes:
- Denying any type of program services
- Providing any facilities, services or other benefits in a different way to different clients
- Segregating or separating clients in any way
- Providing any restriction in services
- Treating clients differently in regard to the eligibility and requirements of programs
- Denying any person with a legal right the opportunity to participate in the program

8.17 Fair Housing

As specified in the Contract, the subrecipient (if their project involves housing) agrees to affirmatively further fair housing and abide by 24 CFR 570.601.

8.18 Tenant Based Rental Assistance

All housing units that are part of a TBRA program being funded by HOME or HOWPA funds must comply with HUD’s Housing Quality Standards and documentation.

8.19 Flood Disaster Protection

As specified in the Contract, for properties rehabilitated, built or acquired by it, the subrecipient will maintain flood insurance in flood hazard areas. The subrecipient as required under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001-4128), may not use Federal funds for acquisition and construction purposes (including rehabilitation) in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
The community in which the area is situated is participating in the National Flood Insurance Program (see 44 CFR part 59 through 79), or less than one year has passed since the FEMA notification regarding such hazards; and

Where the community is participating in the National Flood Insurance Program, flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.

8.20 Findings Confidential

Except as provided by law, the reports, information, data and documentation prepared by or prepared for the subrecipient shall be deemed confidential. The information may not be released without the permission of the City.

8.21 The Hatch Act

As specified in the Contract, the subrecipient and all of its employees and officers are restricted from engaging in political activities that might violate the Hatch Act.

8.22 Lead-Based Paint

As specified in the Contract, all projects, including, but not limited to residential rehabilitation, demolition, new construction after demolition, down-payment assistance programs, occupant relocation, and disposition as well as residential property that receives assistance for acquisition, leasing, support services, and operations must comply with federal, state and city lead-based paint regulations. All owners, perspective owners and tenants of buildings constructed prior to 1978 must be notified of hazards associated with lead-based paint, receive a lead hazards information pamphlet, and if a clearance test is performed, notice must be provided to the occupants describing the result of this examination.

Prior to the start of all projects the Lead-Based Paint Form must be completed and submitted to the City’s Lead-Based Paint Planner, with all required supporting documentation. Upon completion of all projects a copy of the results of the passing lead clearance test, if applicable and completed occupant Notification Form must be submitted to City staff. Refer to Appendices H1-H10 for a copy of the Lead-Based Paint Evaluation Forms and Guidelines.

8.23 Davis Bacon Labor Standards

A. Applicability

All laborers and mechanics employed by contractors or subcontractors on construction work financed in whole or in part with assistance received under CDBG, ESG, HOME, or HOPWA shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5). By
reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies. These requirements apply to all public facility projects and the rehabilitation of residential property only if such property contains more than 8 units. For HOME projects only, this requirement applies to residential properties containing 12 or more units in new construction or rehabilitation activities.

B. Pre-construction Conference
When bids and construction contracts are awarded the subrecipient or designee shall hold a conference with the principal contractor and all available subcontractors prior to the start of construction. The Housing and Neighborhoods Division will be notified of all conferences for the purpose of informing the contractors and subcontractors of their responsibilities and obligations regarding the Labor Standard provisions contained in the contract documents. HUD representatives will be notified by the Housing and Neighborhoods Division to attend the conference when the contract is for $1,000,000 or more.

C. Labor Standards Reporting
A report that includes items discussed and attendees shall be prepared and retained for file by the Labor Compliance Officer within five working days following the conference. The report shall contain:

- Project name, location, and description
- Name of contractor
- Contract amount
- Date and place of conference
- Summary of items covered

D. Verification of Contractor Eligibility
Subrecipients shall provide the Housing and Neighborhoods Division a listing of all contractors and subcontractors for verification prior to the start of construction.

8.24 Lobbying Restrictions
As specified in the Contract, using federal funds to lobby the United States Congress is prohibited. If non-federal funds are used, it is necessary for the operating agency to report this to the City. No board members, officers or employees paid in whole or in part with federal funds may participate in such lobbying.

8.25 Property Management Standards and Requirements
All subrecipients shall maintain an inventory of property owned by the agency, which has been improved or purchased with federal funds. The subrecipients must report on a quarterly basis all addresses acquired or disposed of to note changes in their federally purchased property inventory.
When properties are disposed of, the subrecipient will guarantee that the City will be reimbursed for the fair market value of the property, less any non-contract funds. The subrecipient will further guarantee that the property will meet one of the CDBG Broad National Objectives (BNO’s), HOME, ESG, or HOPWA program requirements for a period of time after completion. In addition, the subrecipient will ensure that the project will comply with all LeadSafe Housing Rule and Section 106 requirements.

When a subrecipient proposes to dispose of property in a manner that is not in accordance with the agreed upon Item Plan or contract, written permission must be obtained from the City prior to the disposition of the property. The priority of the City will be the disposition of the property in a manner that fulfills the purpose of the Item Plan or contract, since this is a commitment to the public as well as to HUD.

### 8.26 Property Acquisition Requirements

Whenever the City reimburses a subrecipient all or part of the cost associated with the acquisition of real estate in accordance with the Contract for services, the subrecipient shall execute and record a deed of trust to secure the funds provided by the City and provide confirmation of the recorded instrument to the City within 30 days of receipt of payment. This deed of trust shall be subordinated only to a construction line of credit associated with that particular property.

Whenever the City provides a subrecipient with funds in advance for the acquisition of real estate in accordance with the Contract for services, the subrecipient shall execute and record a deed of trust to secure the funds provided by the City and provide confirmation of the recorded instrument to the City within 30 days of the acquisition of the property by the subrecipient. This deed of trust shall be subordinated only to a construction line of credit associated with that particular property.

Where a subrecipient receives a loan to purchase real estate from a financial institution or other entity, and is requesting reimbursement to repay that purchase loan, the City Department of Economic and Community Development reserves the right to delay reimbursement until the actual development of the property is complete or underway.

Non-profit organizations, public agencies and private for-profit developers that purchase properties using HOME funds must start new construction or rehabilitation activities within twelve (12) months of acquisition. If new construction or rehabilitation activities are not initiated within the required time period, the subrecipient must submit monthly status reports to City staff until the project is complete or the City has been reimbursed for the total cost of the project.

### 8.27 Religious Organizations Providing Public Services

Religious organizations can provide services with entitlement funds if they agree to do the following steps elaborated on in the Contract:

A. The subrecipient will not discriminate against any applicant for services based on religion.
B. The subrecipient shall not conduct religious instruction, worship or counseling as a part of the project. An organization may still engage in inherently religious activities providing they are voluntary for participants in HUD-funded activities and occur separately in time or location from HUD-funded activities.

C. No rehabilitation or new construction shall take place on property owned by the religious organization with entitlement funds unless they allocate costs so that HUD funds are used only for eligible HUD activities. Additionally, HUD funds may not be used to acquire or improve sanctuaries, chapels, or any other room that faith-based entities receiving HUD funds use as their principal places of worship.

8.28 Section 104 (d) Relocation and Replacement

The City of Richmond is required to provide relocation assistance to any low- and moderate-income persons displaced by the demolition of any housing or the conversion of a low/moderate-income dwelling to another use in connection with a federally-assisted activity and to replace on a one-to-one basis any units lost through the demolition of low/moderate-income dwellings or the conversion of low/moderate-income dwellings to another use in connection with a federally-assisted activity. The Section 104 requirements are elaborated on in the Contract and in the Richmond 104 (d) Plan (see Appendix I7).

A. With regard to relocation, any existing tenant who is temporarily or permanently displaced in connection with any Contract funded activities must be provided relocation benefits in accordance with the 104 (d) Plan.

B. With regard to displacement, the City is responsible for providing information to HUD on all units that are lost in connection to Contract funded activities and all units that replace them. Replacement information is gathered through the Section 106 forms and property documentation forms submitted by the subrecipient.

8.29 Section 106 Historic Preservation Review

Section 106 was established by the U.S. Congress as part of the National Historic Preservation Act of 1966 (NHPA). The Section 106 Review process was designed to ensure that every Federal agency “takes into account” how each funded “undertaking” could affect historic properties. An undertaking is the total project or any component of a project that has received federal funds. The following activities are undertakings subject to Section 106 Review:

- Acquisition
- Boarding
- New Construction
- Rehabilitation and repair projects
- Demolition
- Reconstruction
Richmond, as a local government that receives federal funding, is delegated the review responsibility from the U. S. Department of Housing and Urban Development. The Virginia Department of Historic Resources and the Federal Advisory Council on Historic Preservation are the state and federal agencies that have oversight of the review process. The City’s administration of the process is guided by the regulations of the Advisory Council on Historic Preservation (36 CFR Part 800), the Richmond Programmatic Agreement, and the Advisory Council Statement on Affordable Housing and Historic Preservation. Copies of any of these documents are available by e-mailing historic preservation.

Each address based activity that constitutes an undertaking is subject to review. It is a requirement of CDBG, HOME, ESG, and HOPWA regulation that Section 106 documentation be submitted by the subrecipient for each of these activities and that documentation of the submission and approval be maintained in applicant files. Documentation of multiple activities, such as combining acquisition, demolition, and new construction, can be bundled into a single submission provided there is adequate documentation.

The documentation for each property consists of a City of Richmond, Virginia Section 106 Submission Checklist and Project Description and a Secretary of the Interior’s Standards Checklist prepared according to instructions with all necessary supporting documentation. Copies of these documents are provided in Appendix F3 and F1. To obtain technical assistance or additional information about Section 106 please call Historic Preservation Division staff at 804-646-6364 or e-mail them at thomas.potterfield@richmondgov.com.

8.30 Section 3 - Economic Opportunities for Low & Very Low Income Persons

All subrecipients must comply with Section 3 of the Housing and Urban Development Act of 1968 and provide, to the greatest extent feasible, opportunities for the recruitment and training of workers and recruitment of businesses from the project area (the area of the City served by the project). In the case of a city wide project, services and workers should be sought from all, City CDBG eligible areas. Section 3 defines low income and very low income as families (including single persons) whose incomes do not exceed 80 percent of the median income for the area.

Subrecipients must make it clear to contractors that they have an obligation to do this and submit to the Housing and Neighborhoods Division the Section 3 Report (Appendix I4).
All employment opportunities should be advertised in media generally available to Section 3 residents and include the following language: “This is a HUD funded project; Section 3 businesses and/or businesses that employ Section 3 residents are encouraged to respond.”

Section 3 Residents are defined as persons that reside in a CDBG eligible census tract whose income does not exceed 80% of the median income.

To determine percentage of median income please see: http://www.hud.gov/offices/cpd/affordablehousing/programs/home/limits/income/

Section 3 business concerns are defined as those that meet at least once of the following conditions:

- Majority ownership is held by Section 3 residents
- At least 30 percent of the employees are Section 3 residents-or were within the first 3 years of their employment
- More than 25 percent of their work is subcontracted to businesses that meet either of the first two conditions.

Subrecipients shall inform potential contractors and subcontractors of their obligations under Section 3; this can be accomplished by including a Section 3 clause in every solicitation and contract connected with the project. In addition Section 3 should be discussed in pre-bid and pre-construction conferences and incorporated into development proposal packages.

**Note:** A business concern seeking to qualify for Section 3 shall certify and submit evidence that the business meets one of the guidelines stated above. (Refer to Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability, Appendix I6)

### 8.31 Opportunities for Women Owned Business & Minority Owned Business

Subrecipients must make every feasible effort to contact minority owned and women owned business enterprises to respond to invitations for bids. In addition, all subrecipients must submit a Minority Business Report (Appendix I3), required by HUD, to report the number of minority and women owned businesses that worked on HUD funded projects.

### 8.32 Section 504 (d) Persons with Disabilities

Subrecipients are responsible for complying with Section 504 (d) handicapped accessibility requirements. Waivers to provisions of the requirement can be given if implementation would be unduly burdensome. Some basic guidelines for implementation include:
• All public facilities must be completely accessible
• Housing subrecipients must be prepared to make individual units accessible should they have a handicapped client
• Public services and all agency offices should meet accessibility guidelines.

8.33 Unanticipated Discoveries

In the event that a previously unidentified archeological resource, such as a cistern, building foundation, or human remains, is discovered during ground disturbing activities, the subrecipient shall immediately contact the Historic Preservation Division, who in turn shall immediately notify the State Historic Preservation Office. All construction work involving subsurface disturbance will be halted in the area of the resource and in the surrounding area where further subsurface remains can reasonably be expected to occur. The City and the SHPO, or an archeologist meeting The Secretary of the Interior’s Professional Qualifications Standards (48 FR 44 738-9), immediately will inspect the work site and determine the area and the nature of the affected archeological property. Construction work may then continue in the project area outside the site area. Within two (2) working days of the original notification of discovery, the City in consultation with the SHPO will determine the National Register eligibility of the resource.

The City will consult with the SHPO to determine the National Register eligibility of the previously unidentified resource. The SHPO will respond within (2) business days of receipt of the documentation, documentation may be submitted electronically. Potentially eligible historic properties will be evaluated using the National Register criteria in accordance with 36 CFR 800.4(c). If the City determines that the resource meets the National Register Criteria for Evaluation (36 CFR Part 60.6), the City shall ensure compliance with Section 800.13(b) (3) of the ACHP’s regulations. The SHPO shall provide comments on any treatment plan submitted, within two (2) business days of receipt. If the SHPO fails to comment, the City may assume concurrence and implement the plan. Work in the affected area shall not proceed until a notice to proceed is issued by the City. A notice to proceed shall not be issued until a treatment plan is approved in accordance with this section and implemented by the subrecipient or a determination is made that the located resource is not eligible for inclusion on the National Register.

8.34 Required Documentation

All non-profit organizations receiving CDBG or HOME funds must provide the following documentation, before contracts and item plans can be approved. Any changes to these documents must be provided to the Housing and Neighborhoods Division whenever a revision is made.

Documentation
Each organization must submit the following documentation:
• List of board of directors and executive officers: A list of individuals appointed or elected to the board of directors. The list must include home addresses of members
- **Articles of Incorporation**: A Virginia State document that grants organizations official legal status to operate as an organization under state and local law
- **By-laws of the organization**: A legal document developed by the organization that determines how the group conducts business and selects members of the board of directors as well as defines their roles
- **A business plan (if available)**: A 3 to 5 year strategic plan to describe future direction and evaluates future growth of the organization
- **Organizational Procedures Manual (as applicable)**: Policies and guidelines that explain how the organization does business (e.g. financial policies and procedures, real estate policies and procedures etc.)
- **Organizational Chart**: A visual representation used to explain roles of the key staff persons and how the decision making process works in the organization
- **Personnel Manual**: Policies and guidelines that define the organization’s employee roles, rights and responsibilities
- **Federal non-profit tax exempt certification**: A tax certification from the Internal Revenue Service under Section 501(c) (3) of the Internal Revenue Code of 1986 that legally allows organizations to be exempt from federal income tax. The organization must perform duties that are in compliance with the IRS ruling.
- **Proof of Insurance**: A general liability insurance policy that an organization purchases to protect the City of Richmond from lawsuits. The City requires all vendors, including non-profit organizations doing business with the City to carry such a policy at a minimum of $1,000,000 worth of coverage per City contract
- **Resumes** of all full, part-time, and contract staff members working on the funded project. For all subrecipients undertaking housing development activities, their must be one appropriately trained staff member to manage and direct the activities.

### 8.35 Training Required

As specified in the Contract, it is obligatory for subrecipients to participate in the applicable training offered by the City and HUD. The training is necessary to assure that subrecipients know all of the requirements of the program. The City will provide reasonable notice of all training.
CHAPTER IX. GRANT MANAGEMENT FORMS

All grant management forms are available electronically and are provided on the CD that accompanies this manual. Forms provided in Microsoft Word or Excel should be completed electronically. Other forms, provided in PDF format can be printed and completed by hand.

9.1 Item Plan

An Item Plan must be completed for each project and each funding source. For example, housing projects that receive CDBG and HOME funds would have two different Item Plans. Item Plans will be color-coded and the funding source listed at the top of the page. Initial Item Plans, which include the scope of work and specific objectives, will be negotiated by the DECD Project Manager (City staff person) and the Item Manager (subrecipient contact). The draft Item Plan will be prepared by one of these individuals for review by the Principal Planner. A blank Item Plan is provided in Appendix A, and a sample completed Item Plan is provided in Appendix I2.

The following information must be included in the Item Plan.

Titles
The top of the Item Plan lists the funding source, name of the project, the name of the operating agency, the DECD Project Manager and Item Manager. This section is formatted as a header in the electronic document.

Part I - Project Description
The subrecipient and City staff prepares the description of the project during the preparation of the Consolidated Action Plan. The description should be a concise statement that reflects what the project will do with the funds provided.

Part II – Funding Allocation
This section includes the amount of funding available for the project. It represents a summary of the information provided in Part V.

Approvals
The Item Plan requires a number of approvals. Each step in the approval process must be initialed and dated. The following are the steps in the approval process:

- The DECD Project Manager, Principal Planner and DECD Grant Administrator
- The Item Manager on behalf of the subrecipient
- City Agency Director, where applicable
- The City Finance Department

Once the Item Plan has gone through the approval process, a copy of the item plan will be sent to the subrecipient and the original placed in the Block Grant Administration files.
Part III - HUD Activity Category
This is the CDBG, HOME, ESG, or HOPWA activity category that applies to the project. For CDBG projects, the Broad National Objective assigned to a project should not change over the course of the project. Certain projects that involve the development of single family housing, either through new construction or rehabilitation can serve both low/mod and slums/blight Broad National Objectives. In this instance, at the beginning of the program year when funds are allocated, it must be determined how much funding will be assigned to which BNO. Where a BNO is assigned to a specific property, the BNO must be determined by the time funds are drawn. If a low/mod BNO is assigned to a property, then that BNO cannot change for that property. The information described below will be provided for each of the HUD activity categories.

Account #
Account numbers will be assigned by City staff to identify the specific project and the activity that will be performed.

Amount
Amount of funds dedicated to each activity.

Objective
These objectives define the outputs of the project. For a public service project, an example might be that 25% of the clients participating might pass a particular test. For housing projects, the objective should specify the number of units to be completed with the funding. One objective could cover several different activities. Objectives should contain quantifiable measures.

Project Details
This section includes addresses, types of clients served and other specific details and numbers for each activity category. Specific property addresses should be provided.

Evaluation Criteria and Outcomes
Quantifiable outcomes for each activity should be provided for each of the four calendar quarters. This can include the number of clients, units, and/or any other number suitable to measure the activity’s success. The actual annual total means that the same client unit or other number cannot be counted more than once during the project year.

Activity Expenditures
A detailed breakout of how funds will be spent, and should be consistent with the information provided in Part V of the Item Plan.

Part IV - Crime Prevention Reduction
Describes how the project contributes to the reduction of crime.

Part V - Budget by Cost Category
An Excel spreadsheet with embedded formulas that contains the specific dollar cost for each activity and revisions if necessary.
9.2 **Contracts**

A Contract will be prepared for each non-City agency subrecipient for each funding source. For example, a subrecipient undertaking a number of housing projects would have one contract for all of its HOME-funded projects and one Contract for all of its CDBG-funded projects. Contracts will be color-coded and will list all of the projects and funding amounts. The Contract must list the following information:

- The Federal Identification Number of the subrecipients
- The street address and E-Mail address of the subrecipient
- Whether or not there will be minority participation in the project

The DECD Director, or designee, signs the contract before it is circulated for signatures from the Board Chairperson of the subrecipient and the City Chief Administrative Officer. Once the signatures are complete, a copy of the signed contract and all corresponding Item Plans will be provided to the subrecipient.

9.3 **Forms for Housing Development Projects**

Each individual housing activity that is assisted with CDBG or HOME funds must be documented from the beginning to completion. The following forms are used for this process and are to be submitted to the Department of Economic and Community Development:

**A. Project Initiation Form**

This form and required attachments, including a project pro forma, must be submitted at the beginning of the process for each individual housing related CDBG or HOME activity. CDBG and HOME funds will not be distributed without a Project Initiation Form and pro-forma on file. Refer to Appendix A2 for the Project Initiation Form.

**B. Project Completion Form**

This report must be completed and submitted when all project funds have been spent. This must be done within 30 days of final inspection or receipt of Certificate of Occupancy for CDBG funded projects and within 30 days of unit occupancy for HOME funded projects. Final payout will not be available until a Project Completion Form is submitted to the Department of Economic and Community Development. Refer to Appendix A3 for the Project Completion Form.

**C. Development Pro forma**

A development pro forma should be completed for all new construction and rehabilitation projects. A preliminary pro forma should be submitted with the Project Initiation Form, and a final pro forma showing actual cost should be submitted with the Project Completion Form. The development pro forma is provided as an Excel Spreadsheet with embedded formulas (Appendix A4). This requirement does not apply to owner occupied rehabilitation projects.
D. HOME Project Completion Forms
Each individual housing activity that is assisted with HOME Program funds must be documented for completion. The following forms should be completed and submitted to the Department of Economic and Community Development as an attachment to the required Project Completion Form no later than 30 days after the New Homebuyer, Homeowner Rehab, or Rental Housing project has been completed.

- Homebuyer Set Up and Completion Form (complete sections E, F, G and H)
- Homeowner Rehab Set Up and Completion Form (complete sections D, E, F, and G)
- Rental Set Up and Completion Form (complete sections E, F, G, and H)

Please refer to Appendices D1, D2, and D3 for a copy of these forms.

E. Annual Gross Income Calculation Form
The City of Richmond uses the income definition, commonly referred to as the Section 8 definition, as described in 24 CFR Part 5, to calculate annual gross income for persons using HOME Investment Partnership funds, Community Development Block Grant funds or Housing Opportunities for People With Aids. The Part 5 definition of annual gross income is defined as the total sum of income of all adult members (persons over 18 years of age) living in the proposed property receiving CDBG, HOME and/or HOPWA Program assistance. Total household income will be calculated against total earnings anticipated during the upcoming 12 month period. The City requires household income to be determined by all subrecipients regardless of program income limit regulation. Households with an income over eighty percent of the area median income may only be assisted with CDBG funds in certain circumstances. As a general rule, households assisted with CDBG funds should be at or below eighty percent of the area median income. All households assisted with HOME or HOPWA Program funds must have an income of at or below eighty percent of the area median income. An Annual Gross Income Calculation Form shall be completed for each household assisted by the subrecipient and maintained in the client’s file (Appendix D4). To complete the form please follow the instructions below:

- Name – List the head of household
- Identification – Write “Part 5” and the funding source (CDBG, HOME and/or HOPWA)
- Household Members – List all household members including children less than 18 years of age. Please use an additional form if more spaces are needed.
- Net Cash Value of Assets – List total value of current assets for all household members over 18 years of age.
- Total Actual Income from Assets – List total actual income for each household member over 18 years of age.
- If line 3 is greater than $5,000, multiply by 2% (passbook rate to be determined by the City annually) and enter results here; otherwise leave blank.
Household members – List name and income source in each of the categories and total the sums for a, b, c, d and e.

Enter the total of items 6a through 6e. This is the Gross Annual Household Income.

Note: For an electronic version of the Income Calculation form visit the following website:
www.hud.gov/offices/cpd/affordablehousing/training/web/calculator/definitions/part5.cfm
Then click on “Calculator” on the right side of the webpage.

F. Deeds of Trust and Deed of Trust Note
Depending on the funding and activity associated with a property, the subrecipient may be required to use one or more deeds of trust and deeds of trust notes. Subrecipients receiving funding for housing development (new construction or rehab) that results in homeownership will be required to use the City’s Deed of Trust and Deed of Trust Note included in Appendices G1 & G2. These documents should be used to convey the terms and conditions of the CDBG and HOME Program funds in the project and to ensure that the properties receiving assistance meet the HUD and City requirements for affordability. The period of affordability is determined by the amount of HOME and/or CDBG funds used for down payment and closing cost assistance, other homebuyer assistance, or any other homebuyer financing provided with CDBG or HOME funds. A project with less than $15,000 of CDBG or HOME assistance to the homebuyer will have an affordability period of 5 years. A project with between $15,000 and $40,000 of funding will have an affordability period of 10 years. A project with over $40,000 will have an affordability period of 20 years. Subrecipients using CDBG or HOME funds for a deferred second mortgage will be required to use the City’s Neighborhoods in Bloom Deferred Loan Deed of Trust (Appendix G3), and the City’s Deed of Trust Note (Appendix G2). Subrecipients using federal funds for acquisition will be required to use the City’s CDBG/HOME Acquisition Funds Deed of Trust (Appendix G5) and the City’s Deed of Trust Note (Appendix G6).

G. Certificate of Satisfaction for Acquisition Deed of Trust/Note
Subrecipients who use CDBG/HOME funds for Acquisition are required to have a Deed of Trust (Appendix G5) and a Deed of Trust Note (Appendix G6). Once the property has been sold to an eligible client, the City of Richmond will issue a Certificate of Satisfaction after the subrecipient has submitted all applicable forms including but not limited too: Project Initiation Form, Project Completion Form, Development Pro-Forma, Lead Paint documentation, Homebuyer and Homeowner forms.

H. Affordability Period
A project with less than $15,000 of CDBG or HOME assistance to the homebuyer will have an affordability period of 5 years. A project with between $15,000 and $40,000 of funding will have an affordability period of 10 years. A project with over $40,000 will have an affordability period of 20 years. Generally, it is the City’s policy not to reinvest CDBG or HOME into a project after it is completed and while still in its affordability period. On a case by case basis, assistance may be provided to address health or safety issues that are not related to lack of property maintenance.
9.4 Forms for ESG Projects

Each new (never before funded) individual project assisted with ESG Funds must be documented. The following forms are used in this process.

**Quarterly Report for Emergency Shelter Grant (ESG) Subrecipients**
A Quarterly Report for Emergency Shelter Grant (ESG) Subrecipients Form must be completed and submitted to the Housing and Neighborhoods Division quarterly. Refer to Appendix H for this quarterly report form.

9.5 Lead Based Paint Evaluation Form

This form must be completed and submitted with the Project Initiation Form for all projects involving residential repair, rehabilitation, demolition, new construction after demolition, down payment assistance, occupant relocation, and disposition as well as residential property that receives assistance for acquisition, leasing, support services, or operation. Refer to Appendices H1-H9 for the Lead Based Paint Guidelines and Forms.

9.6 Section 106 Documents, Forms, Training, and Technical Assistance

The documents that provide the basis for Section 106 Review:
- *The Secretary of the Interior’s Standards for Rehabilitation.*
- *The Richmond Programmatic Agreement*
- *The Advisory Council Statement on Affordable Housing and Historic Preservation.*

Electronic copies of these documents are available upon request from Historic Preservation Staff.

Provided in Appendices F1 and F3 of this manual, and on the accompanying disc are two forms: *Secretary of the Interior’s Standards Check List* and the *Submission Checklist and Project Description.* These forms must be completed and submitted to the Historic Preservation Division during the planning stage of any CDBG, HOME, ESG, Section 108, or HOPWA-funded development project. The forms must be submitted for any type of development activity including: acquisition, home repair, rehabilitation; new construction, boarding, demolition, and lead paint abatement.

A complete packet (two copies of each form with the necessary documents) must be submitted for each building which is to be reviewed. The initial review of the submission by Historic Preservation Division staff will take 30 days. Within 30 days the project will be approved, additional information will be requested, or it will be forwarded to the SHPO for review. The SHPO will have 30 days to review all projects that the programmatic agreement requires be submitted to them. All supporting documents listed on the forms must be provided and failure to do so may result in the project being delayed by the Historic Preservation Division or SHPO until such information is provided.
The Historic Preservation Division has the ability to develop more specific guidelines for the review of rehabilitation activities. Currently *Rehabilitation Guidelines for State and Federal Historic Districts* are used by Historic Preservation Division Staff in the review of rehabilitation projects and these can be provided to subrecipients electronically. Additional guidelines may be developed for new construction and demolition in the future.

The demolition of a historic building requires completion of a *Structural Analysis of a Historic Building* (Appendix F2) form. Historic Preservation Division Staff can advise whether or not a building is historic in advance of submission. If the building is not an immediate danger to public safety as determined by the Commissioner of Buildings, it will be necessary to provide plans for a replacement structure for the building to be demolished. The Historic Preservation Division and State Historic Preservation Officer may identify additional documentation necessary to justify the demolition of the historic building. The more documentation that a subrecipient can provide justifying demolition of a historic building, the easier it will be for the Historic Preservation Division and the SHPO to review the demolition request.

Training in Section 106 is provided as a part of the annual subrecipient training. Additional training and the Section 106 monitoring of each agency will take place after the main subrecipient training. Training and technical assistance regarding Section 106 are available on demand throughout the fiscal year. When new staff are hired that will deal with Section 106, training should be requested. Please contact Historic Preservation Division staff at 646-6364 or Thomas.potterfield@richmondgov.com to obtain electronic versions of the documents and forms pertaining to Section 106, to arrange Section 106 training, or to arrange Section 106 technical assistance.

9.7 Quarterly Reports

Quarterly reports must be submitted by the 5th working day of the month after the quarter ends. The quarterly report helps the City properly evaluate the progress of subrecipients and provides the data necessary to complete the annual CAPER report. The following forms must be completed as a part of the quarterly evaluation.

A. Quarterly Report - Performance Requirements & Narrative
This form provides the basic information on the accomplishments of the subrecipient during the quarter and a detailed description of the subrecipient’s activities during the course of the project (Refer to Appendix E1). A status update should be provided for each address listed- see Item Plan and/or currently underway.

B. Quarterly Report - Participant Profile
There are six (6) different Participant Profile forms, one for each potential activity. Subrecipients should submit the appropriate form for the activity they are implementing with federal funds. Refer to Appendices E2-E7 in addition to the Performance Requirements & Narrative form refer to Appendix E1.
9.8 Financial Reports and Forms

A. Requisition for Cash Form
This form is used for reimbursements and cash advances. All Requisition for Cash forms must be accompanied by an expense report for the previous month or quarter, a Cost Category Summary form and Activity Category forms, refer to Appendices C1-C9. Each Requisition for Cash form should be signed and dated by the staff person that prepared the form and the Executive Director. Refer to Appendices B1-B4 for Cash Requisition forms.

The following information should be included on this form for all reimbursement requests:

- Activity categories for which money is requested should be listed at the top of the form under Activity Category (Department of Finance will provide Activity Category numbers). All required information should be submitted for each activity category.
- Total Cash Received to Date for this Contract – Amount of funds the subrecipient has received to date
- Total Cash Paid Out to Date – Amount of funds subrecipient has spent
- Cash on Hand – Subtract Total Cash Paid Out to Date from Total Cash Received to Date for this Contract. This balance should equal the current expense report submitted if all previous requests have been received.
- Cash Requested but not Received – Amount of funds subrecipient has requested but not received
- Total Cash Available – Add Cash on Hand at End of Month and Cash Requested but not received. This should equal your current expense report submitted.
- Total Cash Available from Previous Requests – This should equal total cash available
- Total Estimated Cash needed- This is used if advances are given, this requires special approval
- Cash Available from previous Requests- Line 11 is duplicated from line 7.
- Total Cash Request for this Requisition- Combinations of lines 10 and 11, total should match current expense report if funds are being requested as a reimbursement.

B. Activity Category Forms
This form will be customized for each Item Plan. A separate page/form for each activity number and category as indicated on the Item Plan will be prepared for use in reporting the monthly detailed expenditures made with entitlement funds. The Total Activity Category amount should be placed on the appropriate Activity Category line in the Monthly Cost column of the Cost Category Summary column. Refer to Appendices C2, C5, C7, and C9 for the Activity Category Forms.

C. Cost Category Summary Form
This form is a summary of the information on the Activity Category forms. It will be customized for the activities indicated on each Item Plan for entitlement funds. The activity number, category and budget amount should appear on the Cost Category
Summary as shown on the approved Item Plan. The amount budgeted for each activity will remain the same until such time as an approved revised Item Plan has been received by the Department of Finance.

The Grant to Date Costs column should include the prior month’s Grant to Date total plus the Monthly Costs column. The amounts expended in both columns are for entitlement funds only; do not include other sources of funding. Refer to Appendices C1, C4, C6, and C8 for the Cost Category Summary Form.

9.9 Minority Business Report

Each subrecipient that solicits or requests an invitation for bids must submit a Minority Business Report no later than the fifth working day after the end of the fiscal year. All minority-owned and/or women-owned contractors and subcontractors employed to completed entitlement funded projects should be included on this form (Appendix I3.)

9.10 Section 3 Report

Subrecipients that engage in housing rehabilitation, housing construction and/or other types of public construction and receive more than $200,000 in federal funds must submit a Section 3 Report no later than the fifth working day after the end of the fiscal year. All contractors, subcontractors and in-house personnel that qualify as Section 3 residents or as a Section 3 business employed to complete federally funded projects should be reported on this report (Appendix I4.)
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Appendices
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Appendix A1: Instructions for the Project Initiation and Completion Forms

I. Instructions for Completing the Project Initiation Form

The Project Initiation Form must be filled out for housing activities funded with Community Development Block Grant funds and HOME Investment Partnership funds.

The Project Initiation Form must be completed for new activities and for substantive project revisions. Substantive project revisions include

- Changes in proposed project activities (for example, a structure proposed for demolition is rehabilitated instead).
- Increases in the amount of public funds used in a project (for example, HOME funding originally requested at $30,000 but an increase to $40,000 is needed).
- Changes in the proposed funding allocation of a project (for example, changing a project from a HOME funded project to a CDBG funded project).
- Pro-forma is out of date due to substantial delay in project start.

II. Instructions for Completing the Project Completion Form

- This form must be filled out for housing activities funded with Community Development Block Grant funds and HOME Investment Partnership funds.
- Due to changes in federal reporting requirements, a HUD Homebuyer Set Up and Completion Form (Attachment D1, Homeowner Rehab Set Up and Completion Form (Attachment D2) or Rental Housing Project Completion Form (Attachment D3) must be submitted for all projects receiving HOME Investment Partnership Funds. These forms are an attachment to the Project Completion Form, and do not substitute for that form.
- The pro forma addresses development costs and purchase assistance. For the latter, the pro forma distinguishes between down payment assistance to buyer and principal reduction designed to address affordability (see section 5.5). The down payment assistance is referred to as home buyer assistance in the pro forma and affordability contribution, also called principal reduction, should be included under second mortgage (City of Richmond).
Appendix A2:

Project Initiation Form
City of Richmond Federally Funded Housing Projects

Provider ___________________________ Date ______________

Tax ID # ___________________________ Home Project ID # _______
(To be assigned by DECD)

Area ___________________________ Year Project Funded ____________

Form Completed by: ___________________________

Original submission _________ Revised PIF _________ BNO _________
(To be assigned at initial purchase with DECD approval)

Property Information

1. Address ___________________________

2. Current Use: Check one
   Vacant single family structure _______ Occupied single family _______
   Vacant multifamily structure _______ Occupied multifamily _______
   Vacant lot _______

3. Number of bedrooms _______(unit 1) Number of bedrooms _______(unit 2)
   Number of bedrooms _______(unit 3) Number of bedrooms _______(unit 4)

4. Has structure been vacant one year or more?  Yes _______ No _______

5. Ownership (answer if applicable)
   Do you own the property? _______
   If not, when will you have title to the property? _______________

6. Proposed Outcome:
   New construction/owner occupancy _______ Rehabilitation/rental_______
   Rehabilitation/sale/owner occupancy _______ Number of units _______
   Rehabilitation/owner occupancy _______
   Reconstruction/owner occupancy _______

7. Check all actions this agency will take with this property:
   Acquisition _______ Demolition of structure _______
   Relocation _______ Site preparation _______
   New construction _______ Disposition to another CDC _______
   Rehabilitation (vacant structure) _______ Disposition to private developer _______
   Reconstruction/owner occupied _______ Rehabilitation – owner occupied _______

8. Total Estimated Project Costs _______ _______
9. Total Requested CDBG Funds _______ _______
10. Total Requested HOME Funds _______ _______

(Information in 8, 9 and 10 should match information on attached preliminary pro-forma).
Section 106 Review
Not started_______ In progress_________ Completed _____________ (date)

Section II: Household Information (if known)
Fill out the applicable section. For items marked with an asterisk (*), please use the applicable code given below.

<table>
<thead>
<tr>
<th></th>
<th>Owner Occupied</th>
<th>Rental</th>
</tr>
</thead>
<tbody>
<tr>
<td># of Bedrooms</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Size of household</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly gross income</td>
<td></td>
<td></td>
</tr>
<tr>
<td>% of Area Median Income*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Race**</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hispanic –yes or no</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Head of household***</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mortgage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Previous tenant-yes or no</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly rent</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tenant Contribution</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subsidy amount</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total rent</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental assistance****</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Percent Area Median Income
1. 0-30%.  2. 30-50%.  3. 50-60%  4. 60-80%  5. Above 80%

Racial Categories. For each residential unit, enter one code.
1. White.
2. Black or African American
3. Asian
4. American Indian or Alaska Native
5. Native Hawaiian or Other Pacific Islander
6. American Indian or Alaska Native & White.
7. Black or African American & White.
8. Asian and White
9. American Indian or Alaska Native & Black or African American.
10. Other Multi Racial.

***Head of Household. 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. Related/Single Parent. A single parent household with a dependent child or children (18 years old or younger).
4. Related/Two Parent. 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.

**** Rental Assistance. For each residential unit, enter one code only based on the following definitions
1. Section 8. Tenants receiving Section 8 assistance through the Section 8 Certificate Program or the Section 8 Housing Voucher Program.
2. HOME Tenant Based Rental Assistance. Tenants receiving HOME tenant-based assistance.
3. Other Assistance. Tenants receiving rental assistance through other Federal, State or local rental assistance programs.
4. No Assistance.

Required Attachments
• Copy of standardized electronic pro forma
• Copy of Lead Based Paint Form, risk assessment and work right up
• Relocation Plan, if household relocation is proposed, to include statement of qualifications to undertake relocation
Appendix A3: Updated 3/26/09

Project Completion Form
City of Richmond Federally Funded Housing Projects

Provider __________________________ Date: _______
Tax ID # ________________________________ Home Project ID # __
Area: __________________________

Form Completed by: ___________________

Original Submission _____ Revision PCF _____

Property Information

1. Address __________________________
2. Final Product:
   New construction/sale/owner occupancy ________
   Rehabilitation/sale/owner occupancy ________
   Rehabilitation/owner occupied ________
   Rehabilitation/rental ________ Number of units ______
   Repair/owner occupied ________
   Number of bedrooms ________

3. Date Final Activity Completed _____________
4. Date Property Sold (if applicable) ___________

Household Information: Owner Occupied (CDBG funded)

Beneficiary’s Name __________________________

Household Size: __________
Gross annual Income: ______
Hispanic yes or no (circle one)
Race ____________ (chose one from list below)

1. White.
2. Black or African American
3. Asian
4. American Indian or Alaska Native
5. Native Hawaiian or Other Pacific Islander
6. American Indian or Alaska Native & White.
7. Black or African American & White.
8. Asian and White
9. American Indian or Alaska Native & Black
or African American.
10. Other/Multi Racial
Head of Household: ________________ (choose one from list below)
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. **Related/Single Parent.** A single parent household with a dependent child or children (18 years old or younger).
4. **Related/Two Parent.** 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.

**HOME Funding**

Is there HOME funding in this project? **yes** or **no** (circle one)
If yes, amount of funding __________
Please see Item # 3 of Required Attachments.

**Required Attachments**

1) Copy of final standardized electronic pro forma __________
2) Copy of Clearance Test and Notification Form
3) For projects receiving HOME investment Partnership Fund Assistance:
   - Report A. Homebuyer Set Up and Completion Form
   - Report B. Homeowner Rehab Set Up and Completion Form
   - Report C. Rental Set Up and Completion Form

Copies of these forms are in the Procedures Manual.

Does the unit meet Energy Star Standards: **yes** or **no** (circle one)
(If yes please provide Third Party Certification)
Appendix A4:

## Development Pro forma

**ADDRESS:** __________________________  
**Date Prepared:** ____________

<table>
<thead>
<tr>
<th>Building and Land</th>
<th>Estimate</th>
<th>Actual</th>
</tr>
</thead>
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<tr>
<td>Attorney's Fee</td>
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<tr>
<td>Title Insurance</td>
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<td>Taxes</td>
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<td>Real Estate Commission</td>
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<td>Interior Demolition</td>
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<td>Lead Abatement</td>
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<td>Pest Treatment</td>
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<td>Attorney</td>
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<td>Title Insurance</td>
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<tr>
<td>Construction Interest-Bank</td>
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<tr>
<td>Construction Interest-LISC</td>
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<td>Other Costs</td>
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<td><strong>Subtotal</strong></td>
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| Developer's Fee |          |        |
| Development Costs | $0     | $0     |

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<td>Other Seller Closing Costs</td>
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<th>Actual</th>
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<tr>
<td>HOME Grant</td>
<td></td>
<td></td>
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<tr>
<td>LISC</td>
<td></td>
<td></td>
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<tr>
<td>Lead Grant</td>
<td></td>
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<tr>
<td>OTHER</td>
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<tr>
<td>Second Mortgage (other)</td>
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<td>Homebuyer Assist. (city)</td>
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<tr>
<td>Homebuyer Assist. (other)</td>
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<td><strong>Total</strong></td>
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<th>Actual</th>
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<th>Buyer's Closing Costs</th>
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<td>$0</td>
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<table>
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<th>Square Footage</th>
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</table>

**NOTE:** Required Field =
**Appendix B1: CDBG Requisition for Cash Form**

**CITY OF RICHMOND - Dept. of Economic & Community Development**

**CDBG - REQUISITION FOR CASH**

<table>
<thead>
<tr>
<th>LINE</th>
<th>CDBG Cash on Hand at End of Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Total Cash Received to Date for this Contract</td>
</tr>
<tr>
<td>2</td>
<td>Total Cash Paid Out to Date</td>
</tr>
<tr>
<td>3</td>
<td>Cash on Hand at End of Month (Line 1 - Line 2)</td>
</tr>
<tr>
<td>4</td>
<td>Previous Advance Requested, But Not Received</td>
</tr>
<tr>
<td>5</td>
<td>Total Cash Available (Line 3 + Line 4)</td>
</tr>
<tr>
<td>6</td>
<td>Expenses by Activity (owed but not paid)</td>
</tr>
<tr>
<td>7</td>
<td>Total Cash Available from Previous Requests(Line 5-Line 6)</td>
</tr>
</tbody>
</table>

**Activity Category**

<table>
<thead>
<tr>
<th>8513</th>
<th>8515</th>
<th>8522</th>
<th>8523</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIR HOMSP</td>
<td>REHAB</td>
<td>CBDO Activ</td>
<td>PLAN</td>
<td></td>
</tr>
</tbody>
</table>

**Cash Advance Estimated for 30 Days After the Period Above**

| 8    | Estimated Payment Date |
| 9    | Estimated Payment Date |
| 10   | Total Estimated Cash Needed (Line 8 + Line 9) |
| 11   | Cash Available from Previous Requests (Line 7) |
| 12   | Total Cash Requested for this Requisition-Lines 10 &11 |

a. Line 10 - Line 11 if cash is a positive amount
b. Line 10 + Line 11 if cash is a negative amount

I certify that, to the best of my knowledge, the information provided above is correct and that the funds will be disbursed only in accordance with the conditions of the Contract.

Prepared by: _________________________ Date: ______________

Approved by: _________________________ Date: ______________
## Appendix B2: HOME Requisition for Cash Form

**CITY OF RICHMOND - Dept. of Economic & Community Development**

### HOME - REQUISITION FOR CASH

<table>
<thead>
<tr>
<th>LINE</th>
<th>Description</th>
<th>8515 Rehabilitation</th>
<th>8534 CHDO Admin</th>
<th>8526 New Const</th>
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<tbody>
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<td>CDBG Cash on Hand at End of Month</td>
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<td></td>
</tr>
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<td>2</td>
<td>Total Cash Received to Date for this Contract</td>
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</tr>
<tr>
<td>3</td>
<td>Total Cash Paid Out to Date</td>
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<td></td>
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</tr>
<tr>
<td>4</td>
<td>Cash on Hand at End of Month (Line 1 - Line 2)</td>
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</tr>
<tr>
<td>5</td>
<td>Total Cash Available (Line 3 + Line 4)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Expenses by Activity (owed but not paid)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Total Cash Available from Previous Requests (Line 5-Line 6)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Cash Advance Estimated for 30 Days After the Period Above</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Estimated Payment Date</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Total Estimated Cash Needed (Line 8 + Line 9)</td>
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<td></td>
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</tr>
<tr>
<td>11</td>
<td>Cash Available from Previous Requests (Line 7)</td>
<td></td>
<td></td>
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<tr>
<td>12</td>
<td>Total Cash Requested for this Requisition - Lines 10 &amp; 11</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I certify that, to the best of my knowledge, the information provided above is correct and that the funds will be disbursed only in accordance with the conditions of the Contract.

Prepared by: ________________________ Date: _____________

Approved by: ________________________ Date: _____________
# Appendix B3: ESG Requisition for Cash Form

**CITY OF RICHMOND - Dept. of Economic & Community Development**

**ESG - REQUISITION FOR CASH**

<table>
<thead>
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<th>Operating Agency:</th>
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</table>

**Activity Category**

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<td></td>
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<tr>
<td>12</td>
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**Previous Advance Requested, But Not Received**

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<tr>
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**Cash Advance Estimated for 30 Days After the Period Above**

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<td></td>
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<tr>
<td>9</td>
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<td></td>
</tr>
<tr>
<td>12</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Cash Requested for this Requisition-Lines 10 & 11**

- Line 10 - Line 11 if cash is a positive amount
- Line 10 + Line 11 if cash is a negative amount

I certify that, to the best of my knowledge, the information provided above is correct and that the funds will be disbursed only in accordance with the conditions of the Contract.

Prepared by: ______________________ Date: _____________

Approved by: ______________________ Date: _____________
Appendix B4: HOPWA Requisition for Cash Form

CITY OF RICHMOND - Dept. of Economic & Community Development

**HOPWA - REQUISITION FOR CASH**

<table>
<thead>
<tr>
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<th>CDBG Cash on Hand at End of Month</th>
<th>Date:</th>
<th>Requisition No:</th>
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<tr>
<td></td>
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<td></td>
</tr>
<tr>
<td>1</td>
<td>Total Cash Received to Date for this Contract</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Total Cash Paid Out to Date</td>
<td></td>
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</tr>
<tr>
<td>3</td>
<td>Cash on Hand at End of Month (Line 1 - Line 2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Previous Advance Requested, But Not Received</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Total Cash Available (Line 3 + Line 4)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Expenses by Activity (owed but not paid)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Total Cash Available from Previous Requests (Line 5-Line 6)</td>
<td></td>
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<tr>
<td>8</td>
<td>Cash Advance Estimated for 30 Days After the Period Above</td>
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</tr>
<tr>
<td>9</td>
<td>Estimated Payment Date</td>
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<tr>
<td>10</td>
<td>Total Estimated Cash Needed (Line 8 + Line 9)</td>
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<tr>
<td>11</td>
<td>Cash Available from Previous Requests (Line 7)</td>
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<tr>
<td>12</td>
<td>Total Cash Requested for this Requisition-Lines 10 &amp; 11</td>
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<td></td>
</tr>
</tbody>
</table>

I certify that, to the best of my knowledge, the information provided above is correct and that the funds will be disbursed only in accordance with the conditions of the Contract.

Prepared by: ___________________________ Date: _____________

Approved by: ___________________________ Date: _____________
### COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

#### COST CATEGORY SUMMARY

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<tr>
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<th>Operating Agency</th>
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<th>to</th>
<th>Date Prepared</th>
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<th>Activity Number</th>
<th>Activity Category (see reverse side)</th>
<th>(Approved) 10-11 Costs</th>
<th>Grant to Date Costs (City Funds Only)</th>
<th>Monthly Costs (City Funds Only)</th>
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<tr>
<td>Supplies/Other Charges</td>
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<tr>
<td>Land, Building, Equip.</td>
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</table>

**8501 Acquisition**

| Personnel       |                                      |                         |                                      |                                  |
| Supplies/Other Charges |                              |                         |                                      |                                  |
| Land, Building, Equip. |                                |                         |                                      |                                  |

**8522 CBDO Activities**

| Personnel       |                                      |                         |                                      |                                  |
| Supplies/Other Charges |                              |                         |                                      |                                  |
| Land, Building, Equip. |                                |                         |                                      |                                  |

**8515 Rehabilitation**

| Personnels |                                      |                         |                                      |                                  |
| Supplies/Other Charges |                              |                         |                                      |                                  |
| Land, Building, Equip. |                                |                         |                                      |                                  |

**Total of all Activity Categories**

|                         |  |  |  |  |

Prepared by ___________________________ Title ___________________________

Written Signature

Approved by ___________________________ Title ___________________________

Written Signature
### Community Development Block Grant (CDBG)

**Activity Category/Number:**

<table>
<thead>
<tr>
<th>Name of Payee</th>
<th>Description</th>
<th>Invoice or Doc. No.</th>
<th>Payroll Period</th>
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<th>Amount Paid</th>
<th>Total</th>
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<td>$0.00</td>
</tr>
<tr>
<td><strong>3. Land Building &amp; Equipment:</strong></td>
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<td>$0.00</td>
</tr>
</tbody>
</table>

**TOTAL ACTIVITY CATEGORY (add 1,2 & 3)** $0.00

---

Prepared by_____________________________   Title_________________________________

Approved by_____________________________   Title_________________________________
Appendix C3: Sample CDBG Activity Category Form

SAMPLE

Community Development Block Grant (CDBG)
Activity Category/Number: 8508 - Relocation

From: 10-01-10  To: 10-31-10

<table>
<thead>
<tr>
<th>Name of Payee</th>
<th>Description</th>
<th>Invoice or Doc. No.</th>
<th>Payroll Period</th>
<th>Date Paid</th>
<th>Amount Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Smith</td>
<td>Salary</td>
<td>116</td>
<td>10/1-10/15</td>
<td>10/16</td>
<td>600.00</td>
</tr>
<tr>
<td>Pat Jones</td>
<td>Salary</td>
<td>117</td>
<td>10/1-10/15</td>
<td>10/16</td>
<td>500.00</td>
</tr>
<tr>
<td>John Smith</td>
<td>Salary</td>
<td>128</td>
<td>10/16-10/31</td>
<td>10/31</td>
<td>300.00</td>
</tr>
<tr>
<td>Pat Jones</td>
<td>Salary</td>
<td>129</td>
<td>10/16-10/31</td>
<td>10/31</td>
<td>600.00</td>
</tr>
<tr>
<td>Sun Trust</td>
<td>FICA (Agency Share)</td>
<td>130</td>
<td>October</td>
<td>10/31</td>
<td>153.00</td>
</tr>
<tr>
<td>Anthem</td>
<td>Medical Insurance</td>
<td>131</td>
<td>October</td>
<td>10/31</td>
<td>100.00</td>
</tr>
<tr>
<td></td>
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<td>$2,253.00</td>
</tr>
</tbody>
</table>

2. Supplies/Other Charges:

<table>
<thead>
<tr>
<th>Description</th>
<th>Invoice or Doc. No.</th>
<th>Payroll Period</th>
<th>Date Paid</th>
<th>Amount Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kinko’s</td>
<td>Supplies</td>
<td>120</td>
<td></td>
<td>10/16</td>
</tr>
<tr>
<td>Harrison &amp; Bates</td>
<td>Rent</td>
<td>110</td>
<td></td>
<td>10/1</td>
</tr>
<tr>
<td>Virginia-Dominion Power</td>
<td>Electricity</td>
<td>111</td>
<td></td>
<td>10/5</td>
</tr>
<tr>
<td>Verizon</td>
<td>Telephone</td>
<td>112</td>
<td></td>
<td>10/5</td>
</tr>
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</tr>
</tbody>
</table>

3. Land Building & Equipment:

<table>
<thead>
<tr>
<th>Description</th>
<th>Invoice or Doc. No.</th>
<th>Payroll Period</th>
<th>Date Paid</th>
<th>Amount Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Depot</td>
<td>Printer</td>
<td>126</td>
<td>10/20</td>
<td>125.00</td>
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</tr>
</tbody>
</table>

TOTAL ACTIVITY CATEGORY (add 1, 2 & 3) $2,586.00

Prepared by ___________________________ Title ___________________________

Approved by ___________________________ Title ___________________________

73
Appendix C4: HOME Cost Category Summary Form

HOME INVESTMENT PARTNERSHIP GRANT (HOME)

COST CATEGORY SUMMARY

<table>
<thead>
<tr>
<th>Activity Number</th>
<th>Activity Category (see reverse side)</th>
<th>10-11 (Approved) Budget</th>
<th>Grant to Date Costs (City Funds Only)</th>
<th>Monthly Costs (City Funds Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>8515</td>
<td>Rehabilitation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8526</td>
<td>New Construction</td>
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<tr>
<td>8534</td>
<td>CHDO Administration</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>8534</td>
<td>Supplies/Other Charges</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8556</td>
<td>Land-Bldg-Equip</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total of all Activity Categories

Prepared by ________________________________  Title ______________________

Written Signature

Approved by ________________________________  Title ______________________

Written Signature
Appendix C5: HOME Activity Category Form

HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)

Activity Category/Number: (###) --(activity name)

From:                         To:

<table>
<thead>
<tr>
<th>Name of Payee</th>
<th>Description</th>
<th>Invoice or Docu. No.</th>
<th>Date Paid</th>
<th>Amount Paid</th>
<th>Total</th>
</tr>
</thead>
</table>

1. Personnel:

2. Supplies/Other Charges:

3. Land, Bldg, Equip.

TOTAL ACTIVITY CATEGORY (add 1, 2, & 3) -

Prepared by ___________________________ Title ___________________________

Approved by ___________________________ Title ___________________________

75
## EMERGENCY SHELTER GRANT (ESG)

### COST CATEGORY SUMMARY

<table>
<thead>
<tr>
<th>Activity Number</th>
<th>Activity Category (see reverse side)</th>
<th>(Approved) 10-11 Budget</th>
<th>Grant to Date Costs (City Funds Only)</th>
<th>Monthly Costs (City Funds Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>8529 Personnel</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>8530 Supplies/Other Charges - Laundry</td>
<td></td>
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<tr>
<td>8530 Operational Costs</td>
<td></td>
<td></td>
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<tr>
<td>8530 Supplies/Other Charges - Transport.</td>
<td></td>
<td></td>
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<tr>
<td>8530 Essential Services</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Total of all Activity Categories

Prepared by ____________________________  Title __________________
Written Signature

Approved by ____________________________  Title __________________
Written Signature
**Appendix C7: ESG Activity Category Forms**

**EMERGENCY SHELTER GRANT (ESG)**

*Activity Category/Number: (###) -- (activity name)*

From: ________  To: ________

<table>
<thead>
<tr>
<th>Name of Payee</th>
<th>Description</th>
<th>Invoice or Doc. No.</th>
<th>Payroll Period</th>
<th>Date Paid</th>
<th>Amount Paid</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel:</td>
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<td>2. Supplies/Other Charges:</td>
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</tbody>
</table>

**TOTAL ACTIVITY CATEGORY (add 1 & 2)**

- 

Prepared by __________________________  Title __________________________

Approved by __________________________  Title __________________________
## Appendix C8: HOPWA Cost Category Summary Form

### HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)

#### COST CATEGORY SUMMARY

| Project | Operating Agency
| Report Period from | to | Date Prepared |
|---------|-------------------|-----------------|----------------|

<table>
<thead>
<tr>
<th>Activity</th>
<th>(Approved)</th>
<th>Grant to Date Costs</th>
<th>Monthly Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>10-11 Budget (City Funds Only)</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
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<th>Number</th>
<th>Activity Category (see reverse side)</th>
<th>Personnel</th>
<th>Supplies/Other Charges</th>
<th></th>
</tr>
</thead>
<tbody>
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<td>8532</td>
<td>Short Term Hsg Assistance</td>
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<td></td>
<td>Personnel</td>
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<td></td>
<td>Supplies/Other Charges</td>
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<td>8530</td>
<td>Supportive Services</td>
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<td>Personnel</td>
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<tr>
<td>8535</td>
<td>Long Term Hsg Assistance</td>
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<td>Supplies/Other Charges</td>
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<td>8529</td>
<td>Operational Cost</td>
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<td>Supplies/Other Charges</td>
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<tr>
<td>8524</td>
<td>Administration</td>
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</tbody>
</table>

| Total of all Activity Categories | - | - | - |

Prepared by __________________________________________  Title ______________________

Written Signature

Approved by __________________________________________  Title ______________________

Written Signature
Appendix C9: HOPWA Activity Category Form

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS

Activity Category/Number: (###) -- (activity name)

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<th>Name of Payee</th>
<th>Description</th>
<th>Invoice or Docu. No.</th>
<th>Payroll Period</th>
<th>Date Paid</th>
<th>Amount Paid</th>
<th>Total</th>
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<tbody>
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1. Personnel:

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<th>Invoice or Docu. No.</th>
<th>Payroll Period</th>
<th>Date Paid</th>
<th>Amount Paid</th>
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<tbody>
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</table>

2. Supplies/Other Charges:

<table>
<thead>
<tr>
<th>Name of Payee</th>
<th>Description</th>
<th>Invoice or Docu. No.</th>
<th>Payroll Period</th>
<th>Date Paid</th>
<th>Amount Paid</th>
<th>Total</th>
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</tbody>
</table>

TOTAL ACTIVITY CATEGORY (add 1 & 2)

Prepared by ___________________________ Title ___________________________

Approved by ___________________________ Title ___________________________

79
# Homebuyer Set Up and Completion Form

**HOME Program** (For single and multi-address activities)

Check the appropriate box:
- Original Submission
- Change Owner's Address
- Ownership Transfer
- Revision

Name and Phone Number of Person Completing Form:

## Set Up Homebuyer Activity:

### A. General Information.

1. Name of Participant:  
2. County Code:  
3. IDIS Activity ID Number:  
4. Activity Name:

## B. CHDO Information. (Only if applicable)

1. Is funding limited to CHDO Operating (OS) or CHDO Capacity Building (CC)? Y/N:  
   - (If Yes, STOP, DO NOT FILL OUT THIS FORM.)

2. If this is a CHDO activity (funded with CH), is the CHDO acting as (check one):
   - (1) [ ] Owner  
   - (2) [ ] Sponsor  
   - (3) [ ] Developer

3. Is this a CHDO Loan? Y/N:  
   - (If Y, answer Item 4.)

4. Is the activity going forward? Y/N:  
   - (When Y, fill out the rest of this form. If N, Sections ? are not needed.)

## C. Activity Information.

1. Activity Type (check one):
   - (2) [ ] New Construction Only  
   - (4) [ ] Acquisition & Rehab  
   - (3) [ ] Acquisition Only  
   - (5) [ ] Acquisition & New Construction

1. Homebuyer's Name (optional):  
2. Homebuyer's Street Address:

3. City:  
4. State:  
5. Zip Code:

7. Loan Guarantee? Y/N:

## D. Developer Information. (Only applicable if this is a multi-address activity)

1. Developer Type (check one):
   - (1) [ ] Individual  
   - (2) [ ] Partnership  
   - (3) [ ] Corporation  
   - (4) [ ] Not-for-Profit  
   - (5) [ ] Publicly Owned  
   - (6) [ ] Other

1. Developer's Name:  
2. Developer's Street Address:

3. City:  
4. State:  
5. Zip Code:
<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
<th>Column 4</th>
<th>Column 5</th>
<th>Column 6</th>
<th>Column 7</th>
<th>Column 8</th>
<th>Column 9</th>
<th>Column 10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activity Information: (Section II. A, G, and H are to be filled out for each property address. This field is required for multi-address activities. Make copies of this form for each address.)</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>HomeBuyer's Name (optional)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>City</td>
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<td>State</td>
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<tr>
<td>Zip Code</td>
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<td></td>
</tr>
</tbody>
</table>

G. Activity Costs:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amortized Loan</td>
<td>$</td>
</tr>
<tr>
<td>Deferred Payment Loan</td>
<td>$</td>
</tr>
<tr>
<td>Development Assistance</td>
<td>$</td>
</tr>
<tr>
<td>CDBG-Loan</td>
<td>$</td>
</tr>
<tr>
<td>Total HOME Funds</td>
<td>$</td>
</tr>
<tr>
<td>Public Funds</td>
<td>$</td>
</tr>
<tr>
<td>Total Public Funds</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
<th>Column 4</th>
<th>Column 5</th>
<th>Column 6</th>
<th>Column 7</th>
<th>Column 8</th>
<th>Column 9</th>
<th>Column 10</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

H. Summary:

- HomeBuyer's Name: [Name]
- City: [City]
- State: [State]
- Zip Code: [Zip Code]
- Total HOME Funds: $ [Amount]
- Public Funds: $ [Amount]
- Total Public Funds: $ [Amount]
### 3. Private Funds

1. Private Loans $ 
2. Owner Cash Contribution $ 
3. Private Grants $ 

Total Private Funds [(1) + (2) + (3)] $ 

### 4. Activity Total (Sum All Totals) $ 

### H. Household Characteristics (Refer to code below where applicable)

<table>
<thead>
<tr>
<th>Unit #</th>
<th># of Boms</th>
<th>Occupant</th>
<th>% Med</th>
<th>Hispanic? Y/N</th>
<th>Race</th>
<th>Size</th>
<th>Type</th>
<th>Assistance Type</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
</table>

1. Homebuyer Counseling? (check one):
   1. ☐ No Counseling
   2. ☐ Pre-counseling
   3. ☐ Post-counseling

2. First-time Homebuyer? Y/N: 

3. FHA Insured? Y/N: 

4. Lease Purchased? Y/N: If yes, date of agreement: 

### Housing

<table>
<thead>
<tr>
<th>Number of Rooms</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 = 1 bedroom</td>
</tr>
<tr>
<td>6 = 2 bedrooms</td>
</tr>
<tr>
<td>7 = 3 bedrooms</td>
</tr>
<tr>
<td>8 = 4 bedrooms</td>
</tr>
<tr>
<td>9 = 5 or more bedrooms</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Occupant</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 = Owner</td>
</tr>
<tr>
<td>2 = Owner</td>
</tr>
<tr>
<td>3 = Owner</td>
</tr>
<tr>
<td>4 = Owner</td>
</tr>
</tbody>
</table>

### Household Race

<table>
<thead>
<tr>
<th>Household Race</th>
</tr>
</thead>
<tbody>
<tr>
<td>11 = White</td>
</tr>
<tr>
<td>12 = Black or African American</td>
</tr>
<tr>
<td>13 = Asian</td>
</tr>
<tr>
<td>14 = American Indian or Alaska Native</td>
</tr>
<tr>
<td>15 = Native Hawaiian or Other Pacific Islander</td>
</tr>
<tr>
<td>16 = American Indian or Alaska Native &amp; White</td>
</tr>
<tr>
<td>17 = Asian &amp; White</td>
</tr>
<tr>
<td>18 = Black or African American &amp; White</td>
</tr>
<tr>
<td>19 = American Indian or Alaska Native &amp; Black or African American</td>
</tr>
<tr>
<td>20 = Other Multi-Racial</td>
</tr>
</tbody>
</table>

### Household Size

<table>
<thead>
<tr>
<th>Household Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 = 1 persons</td>
</tr>
<tr>
<td>6 = 2 persons</td>
</tr>
<tr>
<td>7 = 3 persons</td>
</tr>
<tr>
<td>8 = 4 persons</td>
</tr>
<tr>
<td>9 = 5 persons</td>
</tr>
<tr>
<td>10 = 6 persons</td>
</tr>
<tr>
<td>11 = 7 persons</td>
</tr>
<tr>
<td>12 = 8 or more persons</td>
</tr>
</tbody>
</table>

### Assistance Type

<table>
<thead>
<tr>
<th>Assistance Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 = Section 8</td>
</tr>
<tr>
<td>2 = HOME RBA</td>
</tr>
<tr>
<td>3 = Other Federal, State, or Local Assistance</td>
</tr>
<tr>
<td>4 = No Assistance</td>
</tr>
</tbody>
</table>

### Household Income

<table>
<thead>
<tr>
<th>Household Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 = 100%</td>
</tr>
<tr>
<td>2 = 100% - 150%</td>
</tr>
<tr>
<td>3 = 150% - 200%</td>
</tr>
<tr>
<td>4 = 200% - 250%</td>
</tr>
<tr>
<td>5 = 250% - 300%</td>
</tr>
<tr>
<td>6 = 300% - 350%</td>
</tr>
<tr>
<td>7 = 350% - 400%</td>
</tr>
<tr>
<td>8 = 400% - 450%</td>
</tr>
<tr>
<td>9 = 450% - 500%</td>
</tr>
<tr>
<td>10 = 500% - 550%</td>
</tr>
<tr>
<td>11 = 550% - 600%</td>
</tr>
<tr>
<td>12 = 600% or more</td>
</tr>
</tbody>
</table>

---

Page 3 of 3
# Homeowner Rehab Set Up and Completion Form

**HOME Program** (For single and multi-address activities)

Check the appropriate box:
- [ ] Original Submission
- [ ] Change Owner's Address
- [ ] Ownership Transfer
- [ ] Renovation

Name and Phone Number of Person Completing Form:

<table>
<thead>
<tr>
<th>Set Up Homeowner Activity:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. General Information:</strong></td>
<td></td>
</tr>
<tr>
<td>1. Name of Participant:</td>
<td>2. County Code:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>B. Activity Information:</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Homeowner's Name (optional):</td>
<td>2. Homeowner's Street Address:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>C. Contractor Information:</strong> (Only applicable if this is a multi-address activity)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Contractor Type (check one):</td>
<td>2. Contractor's Name:</td>
</tr>
<tr>
<td>(1) [ ] Individual</td>
<td></td>
</tr>
<tr>
<td>(2) [ ] Partnership</td>
<td>3. Contractor's Street Address:</td>
</tr>
<tr>
<td>(3) [ ] Corporation</td>
<td></td>
</tr>
<tr>
<td>(4) [ ] Not-for-Profit</td>
<td>4. City:</td>
</tr>
<tr>
<td>(5) [ ] Other (6) Publicly Owned</td>
<td>5. State:</td>
</tr>
</tbody>
</table>

Page 1 of 3

Revised (2/04)
Complete Homeowner Activity:
D. General Information. (Same as set up)

<table>
<thead>
<tr>
<th>1. Name of Participant:</th>
<th>2. County Code:</th>
<th>3. IDIS Activity ID Number:</th>
<th>4. Activity Name:</th>
</tr>
</thead>
</table>

E. Activity Information. (Sections E, F, and G are to be filled out for each property address. If this is a multi-address activity, make copies of this form so that each address has separate E, F, and G information.)

<table>
<thead>
<tr>
<th>1. Property Type (check one):</th>
<th>2. Total Completed Units:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Single Family: 1-4 Family</td>
<td>HOME-assisted Units:</td>
</tr>
<tr>
<td>2. Condominium:</td>
<td>24-accessible Units:</td>
</tr>
<tr>
<td>3. Cooperative:</td>
<td></td>
</tr>
<tr>
<td>4. Manufactured Home:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Homeowner’s Name (optional):</th>
<th>4. Homeowner’s Street Address:</th>
</tr>
</thead>
</table>

5. City: |
6. State: |
7. Zip Code: |
8. Value After Rehab: |

F. Activity Costs.

1. HOME Funds (including Program income)

<table>
<thead>
<tr>
<th>1. Amortized Loan</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>(2) Grant</td>
<td>$</td>
</tr>
<tr>
<td>(3) Deferred Payment Loan (DPL)</td>
<td>$</td>
</tr>
<tr>
<td>(4) Other</td>
<td>$</td>
</tr>
</tbody>
</table>

| Total HOME Funds [(1) + (2) + (3) + (4)] | $ |

2. Public Funds

<table>
<thead>
<tr>
<th>1. Other Federal Funds</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>(2) State/Local Funds</td>
<td>$</td>
</tr>
<tr>
<td>(3) Tax Exempt Bond Proceeds</td>
<td>$</td>
</tr>
</tbody>
</table>

| Total Public Funds [(1) + (2) + (3)] | $ |

3. Private Funds

<table>
<thead>
<tr>
<th>1. Private Loans</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>(2) Owner-Cash Contribution</td>
<td>$</td>
</tr>
<tr>
<td>(3) Private Grants</td>
<td>$</td>
</tr>
</tbody>
</table>

| Total Private Funds [(1) + (2) + (3)] | $ |
### G. Household Characteristics

<table>
<thead>
<tr>
<th>Unit #</th>
<th># of Rooms</th>
<th>Occupant</th>
<th>% Med</th>
<th>Hispanic? Y/N</th>
<th>Race</th>
<th>Size</th>
<th>Type</th>
<th>Assistance Type</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FHA Insured? Y/N:

#### Household

- **Occupant**:
  - 1 - Owner
  - 2 - Rent
  - 3 - Vacant

- **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 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 % of Med**:
  - 1 - 0-20%
  - 2 - 20-40%
  - 3 - 40-60%
  - 4 - 60-80%

- **Household Type**:
  - 1 - Single, non-family
  - 2 - Family
  - 3 - Single parent
  - 4 - Two parents
  - 5 - Other

- **Assistance Type**:
  - 1 - Section 8
  - 2 - HOME, IPRP
  - 3 - Other Federal, State, or Local Assistance
  - 4 - No Assistance

---

*Page 1 of 1*
### Rental Set Up and Completion Form
**HOME Program** (For single and multi-address activities)

<table>
<thead>
<tr>
<th>Check the appropriate box:</th>
<th>Name and Phone Number of Person Completing Form:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Submission</td>
<td></td>
</tr>
<tr>
<td>Change Owner's Address</td>
<td></td>
</tr>
<tr>
<td>Ownership Transfer</td>
<td></td>
</tr>
<tr>
<td>Revision</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>1. Name of Participant:</th>
<th>2. County Code:</th>
<th>3. IDS Activity ID Number:</th>
<th>4. Activity Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**B. CHDO Information.** (Only if applicable)

1. Is funding limited to CHDO Operating (CO) or CHDO Capacity Building (CB)? Y/N:  
   (If Yes, STOP. DO NOT FILL OUT THIS FORM.)

2. If this is a CHDO activity (funded with OR), is the CHDO acting as (check one):  
   (1) Owner  (2) Sponsor  (3) Developer

3. Is this a CHDO Loan? Y/N:  
   (If Y, answer Form 4.)

4. Is the activity ongoing? Y/N:  
   (When Y, fill out the rest of the form. If N, Sections ?? are not needed.)

#### Activity Information:

<table>
<thead>
<tr>
<th>1. Activity Type (check one):</th>
<th>2. Property Street Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Rehab Only</td>
<td></td>
</tr>
<tr>
<td>(2) New Construction Only</td>
<td></td>
</tr>
<tr>
<td>(3) Acquisition Only</td>
<td></td>
</tr>
<tr>
<td>(4) Acquisition &amp; Rehab</td>
<td></td>
</tr>
<tr>
<td>(5) Acquisition &amp; New Construction</td>
<td></td>
</tr>
</tbody>
</table>

3. City:  
4. State:  
5. Zip Code:  
6. Estimated HOME Units:  
7. Estimated HOME Cost:  

#### Loan Guarantee? Y/N:  

#### D. Developer Information.** (Only applicable if this is a multi-address activity)

<table>
<thead>
<tr>
<th>1. Developer Type (check one):</th>
<th>2. Developer's Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Individual</td>
<td></td>
</tr>
<tr>
<td>(2) Partnership</td>
<td></td>
</tr>
<tr>
<td>(3) Corporation</td>
<td></td>
</tr>
<tr>
<td>(4) Not-for-Profit</td>
<td></td>
</tr>
<tr>
<td>(5) Publicly Owned</td>
<td></td>
</tr>
<tr>
<td>(6) Other</td>
<td></td>
</tr>
</tbody>
</table>

3. Developer's Street Address:  
4. City:  
5. State:  
6. Zip Code:  

---

*Page 1 of 3*
Complete Rental Activity:
E. General Information. (Same as set up)

<table>
<thead>
<tr>
<th>1. Name of Participant</th>
<th>2. County Code</th>
<th>3. IDIS Activity ID Number</th>
<th>4. Activity Name</th>
</tr>
</thead>
</table>

F. Activity Information. (Sections F, G, and H are to be filled out for each property address, if this is a multi-address activity, make copies of this form so that each address has separate F, G, and H information.)

<table>
<thead>
<tr>
<th>1. Activity Type (check one):</th>
<th>2. Property Type (check one):</th>
<th>3. FHA Insured? Y/N</th>
</tr>
</thead>
<tbody>
<tr>
<td>(2) New Construction Only</td>
<td>(1) Condominium</td>
<td></td>
</tr>
<tr>
<td>(3) Acquisition Only</td>
<td>(2) Cooperative</td>
<td></td>
</tr>
<tr>
<td>(4) Acquisition &amp; New Construction</td>
<td>(3) SRO</td>
<td></td>
</tr>
<tr>
<td>(5) Other</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>HOME-assisted Units:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>504-accessible Units:</td>
</tr>
</tbody>
</table>

|----------------------------|---------|---------|-------------|

G. Activity Costs
1. HOME Funds (including program income)

<table>
<thead>
<tr>
<th>(1) Amortized Loan</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>(2) Grant</td>
<td>$</td>
</tr>
<tr>
<td>(3) Deferred Payment Loan (DPL)</td>
<td>$</td>
</tr>
<tr>
<td>(4) Other</td>
<td>$</td>
</tr>
<tr>
<td>(5) CHDO Loan</td>
<td>$</td>
</tr>
</tbody>
</table>

Total HOME Funds \[(1) + (2) + (3) + (4) + (5)\] = $

2. Public Funds

<table>
<thead>
<tr>
<th>(1) Other Federal Funds</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>(2) State/Local Funds</td>
<td>$</td>
</tr>
<tr>
<td>(3) Tax Exempt Bond Proceeds</td>
<td>$</td>
</tr>
</tbody>
</table>

Total Public Funds \[(1) + (2) + (3)\] = $

3. Private Funds

<table>
<thead>
<tr>
<th>(1) Private Loans</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>(2) Owner Cash Contribution</td>
<td>$</td>
</tr>
<tr>
<td>(3) Private Grants</td>
<td>$</td>
</tr>
</tbody>
</table>

Total Private Funds \[(1) + (2) + (3)\] = $
### 4. Low-Income Housing Tax Credit Proceeds

<table>
<thead>
<tr>
<th>Unit #</th>
<th># of</th>
<th>Occupant</th>
<th>Total Monthly Rent</th>
<th>%w Unknown</th>
<th>Hispanic?</th>
<th>Race</th>
<th>Size</th>
<th>Type</th>
<th>Assistance Type</th>
</tr>
</thead>
</table>

### 5. Activity Total (Sum All Totals)

<p>| | | | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>

### H. Household Characteristics. (Refer to code below where applicable)

#### Residential

- 1 - Studio
- 2 - 1 bedroom
- 3 - 2 bedrooms
- 4 - 3 bedrooms
- 5 - 4 or more bedrooms

#### Occupant

- T - Tenant
- O - Owner
- V - Vacant Unit

#### Household Race

- 1 - White
- 2 - Black or African American
- 3 - Asian
- 4 - American Indian or Alaska Native
- 5 - Native Hawaiian or Other Pacific Islander
- 6 - Other Race
- 7 - Asian & White
- 8 - Black or African American & White
- 9 - American Indian or Alaska Native & Black or African American
- 10 - 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

#### Assistance Type

- 1 - Section 8
- 2 - HOME TURA
- 3 - Other Personal, State, or Local Assistance
- 4 - No Assistance

#### Education

- 1 - Single, non-veteran
- 2 - Veteran
- 3 - Single parent
- 4 - Two parents
- 5 - Other
Appendix D4: Annual Gross Income Calculation Form

<table>
<thead>
<tr>
<th>Name of Person Completing</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Name</td>
<td>2. Identification</td>
</tr>
</tbody>
</table>

### Assets

<table>
<thead>
<tr>
<th>Family Member</th>
<th>Asset Description</th>
<th>Current Cash Value of Assets</th>
<th>Actual Income from Assets</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Net Cash Value of Assets

4. Total Actual Income from Assets

5. If line 3 is greater than 5,000, multiply line by ___ (Passbook Rate) and enter results here; otherwise leave blank

### ANTICIPATED ANNUAL INCOME

<table>
<thead>
<tr>
<th>Family Members</th>
<th>A. Wages/ Salaries</th>
<th>B. Benefits/ Pensions</th>
<th>C. Public Assistance</th>
<th>D. Other Income</th>
<th>E. Asset Income</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

6. Totals a. b. c. d. e.

7. Enter total items from 6a. through 6e. This is the Annual Income........

Note: Please see Page 9.3(E) of the FY 2010-11 Procedures Manual for Instructions

For Richmond MSA Income Limits go to:
http://www.hud.gov/offices/cpd/affordablehousing/training/web/calculator/adjustedincome/
Appendix E1: (Updated 5/05/09)
QUARTERLY REPORT - PERFORMANCE/ACCOMPLISHMENTS & NARRATIVE
City of Richmond Department of Economic and Community Development

Project Name _______________________________________________________________

Operating Agency Name_________________________ FUNDING YEAR_____________


Prepared By ___________ Date Prepared _______

Phone Number___________ EMAIL _____________________

OBJECTIVES: List objectives outlined in the item plan for the year. List each activity separately.

<table>
<thead>
<tr>
<th>Planned Activity (Ex. Acquisition, demolition, etc.)</th>
<th>Low-to-Moderate Income or Slums Blight</th>
<th>Planned # of Units</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

ACCOMPLISHMENTS: List actual project performance results achieved IN THIS QUARTERLY REPORTING PERIOD ONLY.

Actual Activity (Ex: acquisition, demolition, etc.):

<table>
<thead>
<tr>
<th>Address</th>
<th>Status</th>
<th>Low-to-Moderate Income or Slums Blight</th>
<th>Funding Source (CDBG, HOME, Both)</th>
<th># of Units</th>
<th># of Clients</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Actual Activity (Ex: acquisition, demolition, etc.):

<table>
<thead>
<tr>
<th>Address</th>
<th>Status</th>
<th>Low-to-Moderate Income or Slums Blight</th>
<th>Funding Source (CDBG, HOME, Both)</th>
<th># of Units</th>
<th># of Clients</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
</tbody>
</table>

90
**Actual Activity (Ex: acquisition, demolition, etc.):**

<table>
<thead>
<tr>
<th>Address</th>
<th>Status</th>
<th>Low-to-Moderate Income or Slums Blight</th>
<th>Funding Source (CDBG, HOME, Both)</th>
<th># of Units</th>
<th># of Clients</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**NARRATIVE:** Please provide a narrative summary on the project by addressing the following points:

(1) The activities accomplished during the report period
(2) Any major changes in the scope of the project
(3) The problems encountered during the previous months and proposed solutions to these problems
(4) Any other comments relevant to the progress of the project
Appendix E2:

QUARTERLY REPORT – PUBLIC FACILITIES / SERVICES
Department of Economic and Community Development - Richmond, Virginia

Project Name ____________  Agency Name _________

Quarter Number (circle)  1  2  3  4  YEAR END

Date Prepared ____________

<table>
<thead>
<tr>
<th></th>
<th>Total #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Persons assisted w/ new access to facility or service</td>
<td></td>
</tr>
<tr>
<td>Persons assisted w/ improved access to facility or service</td>
<td></td>
</tr>
<tr>
<td>Persons that no longer have access to a substandard facility or service</td>
<td></td>
</tr>
<tr>
<td>Beds created in overnight shelter or other emergency housing</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Total # Served</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Race:</strong></td>
<td></td>
</tr>
<tr>
<td>White</td>
<td></td>
</tr>
<tr>
<td>Black African American</td>
<td></td>
</tr>
<tr>
<td>Asian</td>
<td></td>
</tr>
<tr>
<td>Am. Indian/Alaskan Native</td>
<td></td>
</tr>
<tr>
<td>Native Hawaiian/Other Pacific Islander</td>
<td></td>
</tr>
<tr>
<td>Asian &amp; White</td>
<td></td>
</tr>
<tr>
<td>Am. Indian/Alaskan Native &amp; White</td>
<td></td>
</tr>
<tr>
<td>Black/African Am. &amp; White</td>
<td></td>
</tr>
<tr>
<td>Am. Indian/Alaskan Native &amp; Black/African Am.</td>
<td></td>
</tr>
<tr>
<td>Other Multiracial</td>
<td></td>
</tr>
<tr>
<td>Asian/Pacific Islander</td>
<td></td>
</tr>
<tr>
<td>Hispanic</td>
<td></td>
</tr>
<tr>
<td><strong>Income:</strong></td>
<td></td>
</tr>
<tr>
<td>Very Low</td>
<td></td>
</tr>
<tr>
<td>Low</td>
<td></td>
</tr>
<tr>
<td>Moderate</td>
<td></td>
</tr>
<tr>
<td><strong>Sex:</strong></td>
<td></td>
</tr>
<tr>
<td>Female</td>
<td></td>
</tr>
<tr>
<td>Male</td>
<td></td>
</tr>
<tr>
<td>Female Headed Household*</td>
<td></td>
</tr>
</tbody>
</table>

*A female headed household is a household consisting of an adult female with no adult male present and at least one child under the age of 18*
### QUARTERLY REPORT – PARTICIPANT PROFILE – DIRECT HOMEBUYER ASSISTANCE

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Sex</th>
<th>Race</th>
<th>Age</th>
<th>Homebuyer Category</th>
<th>Homeowner Status</th>
<th>Homeowner Length</th>
<th>Homeowner Income</th>
<th>Homeowner Expenses</th>
<th>Homeowner Debt</th>
<th>Homebuyer Income</th>
<th>Homebuyer Expenses</th>
<th>Homebuyer Debt</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

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**Quarter Number:** (Quarter) (Month) (Year)  
**Quarter Name:**

**Department of Economic Development - Data and Planning**

---

**Appendix E3:**

**QUARTERLY REPORT – PARTICIPANT PROFILE – DIRECT HOMEBUYER ASSISTANCE**
### Appendix E4: QUARTERLY REPORT – PARTICIPANT PROFILE RENTAL ACTIVITIES

<table>
<thead>
<tr>
<th>Year</th>
<th>Quarter</th>
<th>Activity Status</th>
<th>Program Start Date</th>
<th>Termination Date</th>
<th>Program End Date</th>
<th>Program Name</th>
<th>VFA</th>
<th>HUD</th>
<th>Project Name</th>
<th>Address</th>
<th>Name</th>
<th>Reason for Discontinued Program</th>
<th>Project Number</th>
<th>PI Name</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>2023</td>
<td>Q1</td>
<td>Active</td>
<td>01/01/2023</td>
<td>03/31/2023</td>
<td>04/01/2023</td>
<td>Program A</td>
<td>Yes</td>
<td>Yes</td>
<td>Program B</td>
<td>123 Main St</td>
<td>John Doe</td>
<td>Program was relocated to another site</td>
<td>123456</td>
<td>Jane Doe</td>
<td>Detailed description</td>
</tr>
<tr>
<td>2023</td>
<td>Q2</td>
<td>Active</td>
<td>04/01/2023</td>
<td>06/30/2023</td>
<td>07/01/2023</td>
<td>Program B</td>
<td>Yes</td>
<td>Yes</td>
<td>Program C</td>
<td>456 Oak Ave</td>
<td>Emily Smith</td>
<td>Program ended due to financial constraints</td>
<td>67890</td>
<td>Michael Brown</td>
<td>Additional notes</td>
</tr>
<tr>
<td>2023</td>
<td>Q3</td>
<td>Inactive</td>
<td>07/01/2023</td>
<td>09/30/2023</td>
<td>10/01/2023</td>
<td>Program D</td>
<td>No</td>
<td>No</td>
<td>Program E</td>
<td>789 Pine Lane</td>
<td>Sarah Johnson</td>
<td>Program went on hiatus</td>
<td>12345</td>
<td>Lisa Davis</td>
<td>Temporary suspension</td>
</tr>
<tr>
<td>2023</td>
<td>Q4</td>
<td>Active</td>
<td>10/01/2023</td>
<td>12/31/2023</td>
<td>01/01/2024</td>
<td>Program F</td>
<td>Yes</td>
<td>Yes</td>
<td>Program G</td>
<td>123 Elm St</td>
<td>Robert Lee</td>
<td>Program expanded its services</td>
<td>56789</td>
<td>Mark Taylor</td>
<td>Increased demand</td>
</tr>
<tr>
<td>V1</td>
<td>V2</td>
<td>V3</td>
<td>V4</td>
<td>V5</td>
<td>V6</td>
<td>V7</td>
<td>V8</td>
<td>V9</td>
<td>V10</td>
<td>V11</td>
<td>V12</td>
<td>V13</td>
<td>V14</td>
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</tbody>
</table>

Appendix E5: Quarterly Report-Participant Profile Homebuyer Development Activities

(new relevant content goes here)
<table>
<thead>
<tr>
<th>Company Name</th>
<th>Company Name</th>
<th>Company Name</th>
<th>Company Name</th>
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<tr>
<td>Company Name</td>
<td>Company Name</td>
<td>Company Name</td>
<td>Company Name</td>
</tr>
</tbody>
</table>

Quarter Number (circled): (1) July-Sept (2) Oct-Dec (3) Jan-March (4) April-June (5) Year End Date Proposed: ____________

Project Name: ____________ AGENCY NAME: ____________
Appendix E8:

QUARTERLY REPORT FOR EMERGENCY SHELTER GRANT (ESG) SUBRECIPIENTS

Subrecipient Agency Name:______________________________

Contact Person and Phone Number:________________________

Project Name:_____________ Quarter: 1 2 3 4 YEAR END

Type of programs and services (check all that apply):
Emerg. Shelter Facilities____________ Transitional Shelter________
Vouchers for Shelters___________ Outreach_____________________
Drop - in Center_______________ Health Care____________________
Soup kitchen/meal distrib_________ Food Pantry______________
Mental Health_______________ HIV/AIDS Services___________
Alcohol/drug Program___________ Employment________________
Homeless Prevention____________ Child Care__________________
Other________________________

Non-Residential Services:
Number of persons served quarterly/yearly:________________________

Race (this should equal number of adults and children served quarterly/yearly):
White______________________ Black/African Am.____________
Asian________________________ Am. Indian/Alaskan Native_____
Native Hawaiian/Other Pacific Is.______ Asian & White___________
Asian/Pacific Islander___________ Hispanic___________________
Am. Indian/Alaskan Native & White______ Black/African Am. & White_____
Am. Indian/Alaskan Native & Black/African Am.__________
Other Multi-Racial___________

Residential Services:
Number of Adults Served Quarterly/Yearly:______
Number of Children Served Quarterly/Yearly:______

Race (this should equal number of adults and children served quarterly/yearly):
White______________________ Black/African Am.____________
Asian________________________ Am. Indian/Alaskan Native_____
Native Hawaiian/Other Pacific Is.______ Asian & White___________
Asian/Pacific Islander___________ Hispanic___________________
Am. Indian/Alaskan Native & White______ Black/African Am. & White_____
Am. Indian/Alaskan Native & Black/African Am._______
Other Multi-Racial___________

Type of Shelter/Facility (this should equal number of persons served quarterly/yearly):
Barracks______________________Group/Large House_________
Mobile home/Trailer____________ Hotel/Motel_____________
Scattered Site Apt._____________Single Room Occupancy_____
<table>
<thead>
<tr>
<th>Category</th>
<th>Male</th>
<th>Female</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Detached House</td>
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<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Unaccompanied 18 and over Male</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Female</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Unaccompanied under 18 Male</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Female</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Families with Children Headed by</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single 18 and over Male</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Female</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single 18 and under Male</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Female</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Two Parents 18 and over</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Two Parents Under 18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number Families with no Children</td>
<td></td>
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<tr>
<td>Number of persons served who are:</td>
<td></td>
<td></td>
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<tr>
<td>Victim of Domestic Violence</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chronically homeless</td>
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<tr>
<td>Severely Mentally Ill</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HIV/AIDS</td>
<td></td>
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<tr>
<td>Chronic Substance Abuse</td>
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<tr>
<td>Elderly</td>
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<td></td>
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<tr>
<td>Veterans</td>
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<td></td>
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<tr>
<td>Other Disability</td>
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</tbody>
</table>

**Narrative:**

**Funding Sources** (to be filled in at the end of the year):
Include funding specifically for this project/program by funding source e.g. United Way, Philip Morris, CoC etc. and amount

<table>
<thead>
<tr>
<th>Source</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>ESG</td>
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</tr>
<tr>
<td>Other Federal</td>
<td></td>
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<tr>
<td>Local Gov</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Private</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Appendix E9:

YEAR END REPORT FOR
LEVERAGE FUNDS USED BY SUBRECIPIENTS

Subrecipient Agency Name: ____________________________

Contact Person and Phone Number: ______________________

Project Name: ____________________________
(complete separate sheet for each project)

**Funding Sources** (to be filled in at the end of the year):
Include funding specifically for this project/program provided by a different funding source than City Entitlement money e.g. United Way, Philip Morris, CoC, Federal, State, Local general funds, etc. and amount

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Other Federal</td>
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</tr>
<tr>
<td>Other Federal</td>
<td>$</td>
</tr>
<tr>
<td>State</td>
<td>$</td>
</tr>
<tr>
<td>Local Gov.</td>
<td>$</td>
</tr>
<tr>
<td>Private</td>
<td>$</td>
</tr>
<tr>
<td>Fees</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
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<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td>Total</td>
<td>$</td>
</tr>
</tbody>
</table>
Appendix F1: Secretary of the Interior’s Standards Checklist

**Work Write-up and Secretary of the Interior’s Standards Check List**

**for Rehabilitation and New Construction Projects:**

*Attachment to the Department of Historic Resources*

*Project Review Application*

---

*Please read the following instructions completely. If incomplete or inaccurate information is provided with your application, delays in review will result.*

This form is to be used to indicate whether work to be carried out as part of a proposed project involving preservation, rehabilitation, restoration, or reconstruction will meet the Secretary of the Interior’s *Standards for the Treatment of Historic Properties*. It is also to be used for projects involving new construction, to indicate whether the new construction will be compatible with historic properties that it might affect. Please fill out the form in its entirety. If you check “Modification” under the Proposed Treatment column, you must provide a complete explanation of what that modification will be and why it is the chosen course of action. If that modification does not meet the Standards, you must provide a complete explanation (and, if appropriate, a financial justification) of the economic or design constraints that *preclude* the project from meeting the Standards. The Advisory Council on Historic Preservation has issued a *Policy Statement on Affordable Housing and Historic Preservation* which allows for some flexibility on a case by case basis in the application of the Standards to affordable housing projects. See the Advisory Council’s website ([www.achp.gov](http://www.achp.gov)) for the text of the Policy Statement. Attach additional pages as necessary.

This form *must* be accompanied by a completed Project Review Application form. Incomplete information on the Project Review Application or this form will delay our review process and may result in return of the application. A work write-up or scope of work may be provided as well, but cannot be substituted for the attached form. Architectural drawings, showing exterior elevations for new construction and exterior and interior details for rehabilitation, are also required. Please see the instructions accompanying the Project Review Application for additional information. If you have questions about what to submit, please contact the Office of Review and Compliance at (804) 367-2323.

The Secretary of the Interior’s *Standards for Rehabilitation* are summarized on the following page. For more information on the Standards and their application, see the web site at [http://www2.cr.nps.gov/tps/standguide/index.htm](http://www2.cr.nps.gov/tps/standguide/index.htm). To meet the Standards, work on historic properties must follow guidance in the series of technical information publications prepared by the National Park Service, known as the Preservation Brief series. The Preservation Briefs, listed on Page 3, can be downloaded from the Internet at [http://www.cr.nps.gov/hps/tps/briefs/presbhom.htm](http://www.cr.nps.gov/hps/tps/briefs/presbhom.htm). If Internet access is not available, copies of Preservation Briefs can be obtained from the Department of Historic Resources, by calling 804-367-2323 (please specify which publication is needed, or what topic is being addressed).

Some communities may, in consultation with DHR, develop alternative rehabilitation and/or new construction guidelines for certain historic districts. If DHR has approved the use of alternate guidelines for your community, please make a note on the form which guidelines are being followed and it will be understood that reference to the Standards on the following form will refer to the approved alternate guidelines in place.

Please note that rehabilitation projects may also qualify for federal and/or state historic rehabilitation tax credit programs. For additional information, contact DHR at 804-367-2323, ext. 100, or by e-mail at Kyle.Meyer@dhr.virginia.gov.

**MAIL THIS FORM WITH THE PROJECT REVIEW APPLICATION TO:**

Virginia Department of Historic Resources

Attention: Project Review

2801 Kensington Avenue, Richmond, VA 23221

---

<table>
<thead>
<tr>
<th>Typical Two-Story Residential Building</th>
<th>Typical One-Story Commercial Building</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Roof</strong></td>
<td><strong>Roof</strong></td>
</tr>
<tr>
<td>Low-pitched gable</td>
<td>Low-pitched gable</td>
</tr>
<tr>
<td>Materials:</td>
<td>Materials:</td>
</tr>
<tr>
<td>Shingles, asphalt</td>
<td>Shingles, asphalt</td>
</tr>
<tr>
<td><strong>Exterior</strong></td>
<td><strong>Exterior</strong></td>
</tr>
<tr>
<td>Walls:</td>
<td>Walls:</td>
</tr>
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<td><strong>Lighting</strong></td>
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<tr>
<td>Track, pendant</td>
<td>Track, pendant</td>
</tr>
</tbody>
</table>
1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.
The following is a list of the Preservation Briefs. Each Preservation brief can be accessed online at the National Park Service’s website: http://www2.cr.nps.gov/tps/briefs/presbhom.htm. If Internet access is not available, copies of Preservation Briefs can be obtained from the Department of Historic Resources, and printed versions may be purchased from the United States Government Printing Office.

01: The Cleaning and Waterproof Coating of Masonry Buildings
02: Repointing Mortar Joints in Historic Masonry Buildings
03: Conserving Energy in Historic Buildings
04: Roofing for Historic Buildings
05: The Preservation of Historic Adobe Buildings
06: Dangers of Abrasive Cleaning to Historic Buildings
07: The Preservation of Historic Glazed Architectural Terra-Cotta
09: The Repair of Historic Wooden Windows
10: Exterior Paint Problems on Historic Woodwork
11: Rehabilitating Historic Storefronts
12: The Preservation of Historic Pigmented Structural Glass (Vitrolite and Carrara Glass)
13: The Repair and Thermal Upgrading of Historic Steel Windows
14: New Exterior Additions to Historic Buildings: Preservation Concerns
15: Preservation of Historic Concrete: Problems and General Approaches
16: The Use of Substitute Materials on Historic Building Exteriors
17: Architectural Character - Identifying the Visual Aspects of Historic Buildings as an Aid to Preserving Their Character
18: Rehabilitating Interiors in Historic Buildings - Identifying Character-Defining Elements
19: The Repair and Replacement of Historic Wooden Shingle Roofs
20: The Preservation of Historic Barns
21: Repairing Historic Flat Plaster - Walls and Ceilings
22: The Preservation and Repair of Historic Stucco
23: Preserving Historic Ornamental Plaster
24: Heating, Ventilating, and Cooling Historic Buildings: Problems and Recommended Approaches
25: The Preservation of Historic Signs
26: The Preservation and Repair of Historic Log Buildings
27: The Maintenance and Repair of Architectural Cast Iron
28: Painting Historic Interiors
29: The Repair, Replacement, and Maintenance of Historic Slate Roofs
30: The Preservation and Repair of Historic Clay Tile Roofs
31: Mothballing Historic Buildings
32: Making Historic Properties Accessible
33: The Preservation and Repair of Historic Stained and Leaded Glass
34: Applied Decoration for Historic Interiors: Preserving Historic Composition Ornament
36: Protecting Cultural Landscapes: Planning, Treatment, and Management of Historic Landscapes
37: Appropriate Methods of Reducing Lead-Paint Hazards in Historic Housing
38: Removing Graffiti from Historic Masonry
39: Holding the Line: Controlling Unwanted Moisture in Historic Buildings
40: Preserving Historic Ceramic Tile Floors
41: The Seismic Retrofit of Historic Buildings: Keeping Preservation in the Forefront
42: The Maintenance, Repair, and Replacement of Historic Cast Stone
WORK WRITE-UP AND STANDARDS CHECK LIST

Property Address: __________________________________
Lead Agency/Contact Person: _________________________
Program Name: ______________________________________

EXTERIOR (FOR BOTH NEW CONSTRUCTION AND REHABILITATION)

<table>
<thead>
<tr>
<th>Property component</th>
<th>Proposed treatment</th>
<th>Impact</th>
<th>Description of Modification</th>
<th>Does proposed treatment meet the Standards?</th>
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<td>Does proposed treatment meet the Standards?</td>
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### Proposed treatment

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### SITE WORK (FOR BOTH NEW CONSTRUCTION AND REHABILITATION)

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</table>
Appendix F2: Structural Analysis of a Historic Building

STRUCTURAL ANALYSIS OF A HISTORIC BUILDING
(REVISED 6-12-01)

This form must be submitted for any historic property that has received the concurrence of the Richmond Vacant Building Review Team. Section 106 is on hold until this form is provided. For historic properties that have not received VBRT concurrence, additional documentation justifying demolition must be provided before Section 106 can be processed.

Existing Building Description

Date Submitted________________________________________
Building Address:_______________________________________________________
Map Reference #________________________________________________________
Prepared By:____________________________________Phone__________________

This is for:

__________Complete Demolition

__________Partial Demolition, Specify

This building is:

__________Occupied

__________Vacant. If vacant, estimate how long:__________

In general, what is wrong with this building:

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

Existing Structural Systems Description

A. Foundation
Type:

__________Walls

__________Piers

Material:

__________Brick

__________Concrete

__________Concrete Block

__________Parged

__________Wood

Describe the current condition of the foundation (good and bad). Be specific:

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

B. Interior Bearing Walls
Material:

__________Brick

__________Concrete block

__________Stone

__________Wood Frame

Describe the current condition of the interior bearing walls (good and bad). Be Specific:

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
C. Roof
Type:

- Flat
- Front Gable
- Side Gable
- Hipped
- Shed

Material:

- Built-up
- Composition Shingle
- Standing Seam Metal
- Wood Shingle
- Slate
- Not Visible

Describe the current condition (good and bad) of the roof. Be specific:

Existing Building Exterior Description

A. Exterior Wall Cladding:
Material:

- Weatherboard
- Brick
- Aluminum/Vinyl Siding
- Asbestos/Asphalt Shingle Siding
- Bricktex

Describe the current condition (good and bad) of the exterior walls, be specific:

B. Decks, Porches, Balconies:
Location: Number Stories

- Front
- Rear
- Side

Describe the current condition (good and bad) of the decks, porches, and balconies, be specific:

C. Chimneys
Number: Location:

Describe the current condition (good and bad) of the chimneys. Be specific:
Appendix F3: Section 106 Submission Checklist and Project Description

City of Richmond, Virginia Section 106 Submission Checklist and Project Description (1/21/05)

Instructions: Fill out this form for each individual property/building. Please check all of the boxes that apply and provide complete and concise descriptions of the work to be done. A complete form will assure that City and State staff have enough information to complete review in a timely manner. Failure to complete the form can result in the City or State returning the project for additional information. Two copies of this form, the Work Write-Up and Secretary Standard’s Checklist, project plans and specifications, and any supporting documentation need to be submitted to the City.

Address of Project: ___________________________ Agency: ___________________________

Contact: _______________ Phone and/or E-Mail: ___________________________

The property: ___ is a vacant Lot  _____ has an existing building

Proposed Activity (check the applicable sections below)

A. Rehabilitation ___ No ___ Yes

1. Exterior Work: ___ NA  ____ The following area will be impacted: ___ Siding ___ Roofing ___ Masonry ___ Partial demolition ___ Front Porch ___ Rear or side porch ___ Ornamentation ___ HVAC Installation

2. Interior Work: ___ NA  ____ The following area will be impacted: ___ Walls ___ Trim ___ Mantels and chimneys ___ Floors ___ Other Features ___ Doors ___ Cabinets

3. Description of Work:

4. Documentation: ___ Specifications ___ Plans (Required for exterior elevation changes and changes in floor plan) ___ Other (Specify): ____________________

B. Reconstruction ___ No ___ Yes

1. Description of Work: Describe the amount of the original building that will be demolished, how much would remain and generally what the new building would look like (size, roof and pitch, number of bays on front façade, porches and decks, setbacks and other relevant features):
2. **Documentation:**  ____ Plans (Showing the amount of demolition and original features to be retained)  ____ Structural Analysis of Historic Property Form  ____ Architect or Engineer’s evaluation  ____ Other (specify):_________________

C. **New Construction**  ____ No  ____ Yes

1. **Previous Use of Design:** If this design has been used before list the addresses where it has been constructed most recently:

2. **Description of Work:** Describe in general terms what the new building would look like (size, roof and pitch, number of bays on front façade, porches and decks, setbacks and other relevant features etc):

3. **Documentation:**  ____ Elevations of the building  ____ Location of building on site plan with relationship to the adjoining buildings  ____ Other (specify):_________________

D. **Demolition**  ____ No  ____ Yes

1. **Existing Condition:** The building to be demolished is:  ____ Frame  ____ Block  ____ Brick

2. **Deterioration:** Discuss in general terms the type and extent of deterioration:

3. **Alternatives to Demolition:** List alternatives to the demolition of the property that have been considered:

4. **Documentation:**  ____ Structural Analysis of a Historic Property form  ____ The report of a structural engineer or architect  ____ Other (specify):_________________

E. **Site Work**  ____ No  ____ Yes

**Documentation:** Provide a site plan that shows the existing site features of the property (building footprint, planting beds, parking area, walks) and those features that will be changed.
Appendix G1: Deed of Trust, Updated 8/02/07

DEED OF TRUST
(CDBG and HOME Generally)

THIS DEED OF TRUST, made this ___ day of ________, 2010, by and between Insert Name_ (individually and/or collectively referred to as “Grantor”), and TABRICA C. RENTZ, and JANE FERRARA, each of the City of Richmond, 1500 East Main Street, Suite 400, Richmond 23219 (individually and collectively referred to as the “Trustee”), either of whom may act;

WITNESSETH:

That the said Grantor does grant and assign with General Warranty of Title unto the Trustee, the following property, located in the CITY OF RICHMOND, Commonwealth of Virginia, (the “Property”):

SEE ATTACHED SCHEDULE “A” FOR COMPLETE DESCRIPTION

Property Address:
«Address»
«CityStateZip»

IN TRUST TO SECURE to CITY OF RICHMOND, a municipal corporation of the Commonwealth of Virginia (“City of Richmond” or “Noteholder”), or its assigns, the payment of a certain promissory Deed of Trust Note of even date herewith, in the principal sum of «Insert Amount» AND 00/100 Dollars («Insert Dollar Amount»), (the “Note”) with interest thereon at the rate of four percent (4%) per year, simple interest, which interest shall accrue until it shall be payable, if at all, as provided in the Note; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of all other covenants and agreements of the Grantor herein contained, payable in full in one installment, as set out in the paragraph below entitled “REPAYMENT.” The Note is payable to the order of the City of Richmond, ATTN: Dept. of Economic and Community Development, 1500 E. Main Street, Suite 400, Richmond, VA 23219, or at such other place as the Noteholder may designate in writing.

REPAYMENT: The principal of and the interest on the Note shall be repaid to the Noteholder in full in one installment if the Grantor fails to use the premises as his primary place of residence, within the “affordability period,” which is five (5) years. [NOTE: Period may vary depending upon amount of funds]

SECURITY: It is mutually understood and agreed by and between the parties hereto that (a) the building(s) and all improvements and (b) any and all attached fixtures now upon or which may hereafter
be placed upon the property, shall be deemed part of the security for the indebtedness herein mentioned, and shall be covered by this Deed of Trust.

QUIET POSSESSION; DEFAULT: The Trustee agrees that the Grantor shall remain in quiet and peaceable possession of the property, and take the profits thereof to his own use, until he defaults in the payment of any matter of indebtedness hereby secured or in the performance of any of the covenants herein provided, in which case the Noteholder may declare all sums secured by this Deed of Trust to be immediately due and payable. The Noteholder shall have the right to proceed in law or in equity, or to enforce payment of the Note by any means provided by law, which rights shall exist notwithstanding that by its terms, the Note may not then be due.

RELEASE: Upon the full payment of the Note, and all monies advanced or expended, as herein provided, and all other proper costs, charges, commissions and expenses, or at the end of the affordability period, whichever comes first, the Trustee shall, at the expense of the Grantor, release the lien of this Deed of Trust.

DUE ON SALE; ACCELERATION: The indebtedness under the Note and this Deed of Trust may not be assumed. If all or any part of the property or an interest therein is leased, sold, or otherwise transferred by the Grantor, excluding the granting of a lien subordinate to this Deed of Trust, or a transfer by devise, descent or by survivorship, the Noteholder will declare all sums secured by this Deed of Trust to be immediately due and payable.

Grantor further covenants and agrees as follows:

1. Grantor will promptly pay the principal and interest at the time and in the manner provided.
2. Grantor will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines or impositions levied upon the property, and will promptly deliver the official receipts evidencing such payments to the Noteholder.
3. Grantor has executed and delivered this Deed of Trust to secure monies advanced in full to the Grantor on account of a loan evidenced by the Note, for the purpose of (a) down payment assistance; (b) making the improvements to or on the property described or referred to in a certain contract between Grantor and «Insert Seller Name» dated, «Insert Date Of Contract», and/or (c) for such other purpose, if any, described or referred to therein (collectively, the “Improvements”).
4. The Grantor shall make or cause to be made all of the Improvements. If the construction or installation of the Improvements shall not be carried out with reasonable diligence, the Noteholder or the Trustee, after notice to the Grantor, is hereby authorized (a) to enter upon the property to preserve and protect the property and improvements; (b) to carry out any existing contracts between the Grantor and other parties for the purpose of making the Improvements, or to make such additional like contracts to reasonably complete the Improvements, pursuant to the obligations of the Grantor; and (c) to pay and discharge all debts, obligations and liabilities incurred by the Noteholder or the Trustee, acting in execution of this trust, as provided in this paragraph. All amounts so paid, with interest thereon at the rate
of four percent (4%) per year, shall be payable by the Grantor to the Noteholder on demand, and shall be secured by this Deed of Trust.

5. Grantor acknowledges that, after rehabilitation, the Property must at least meet the United States Department of Housing and Urban Development Section 8 Housing Quality Standards for Existing Housing covered in 24 CFR 982.401.

6. Grantor shall obtain the written consent of the Noteholder prior to:
   (a) removal or demolition of any building, improvement, fixture or personal property conveyed hereby;
   (b) alteration of or addition to any building or improvement, now or hereafter upon the property.

7. Grantor acknowledges that he/she satisfies the eligibility requirements of the [REPLACE] program. Grantor intends to use the Property as Grantor’s permanent residence, and agrees that the property shall be maintained in livable condition at all times. Grantor agrees to provide to the Noteholder a yearly report showing income and household composition, including family size. Grantor shall not be entitled to any financial benefit or interest from any City of Richmond activity for one year after termination of any prior relationship he/she may have had as an employee, agent, consultant, officer, elected or appointed official of the Noteholder, or as a recipient or subrecipient of [REPLACE] funds. Violation hereof, including misstatement or ineligibility, shall constitute default hereunder.

8. The Trustee or its agents shall have the right to inspect the property from time to time at any reasonable hour of the day. Should the property require repair, as determined by the Trustee in his sole discretion, then the Trustee may, after notice to the Grantor, effectuate said repair(s) and pay therefor. On the first day of the month following such payment, Grantor shall reimburse the Trustee or the Noteholder for such payment. Any unreimbursed payments shall be added to the amounts secured by this Deed of Trust.

9. All sums secured by this Deed of Trust shall, at the option of the Trustee, be immediately declared due and payable upon the happening of any of the following events:
   (a) The filing of a petition in bankruptcy by or against the Grantor;
   (b) The making by the Grantor of an assignment for the benefit of creditors; or
   (c) The Trustee’s discovery of Grantor’s failure, in any application to the Noteholder for the loan hereby secured, to disclose any material fact, or any material misrepresentation therein.

10. Grantor will give immediate notice, as provided below, to the Noteholder of any fire, damage or other casualty affecting the property, or any conveyance, transfer or change in ownership of the property, or part thereof.

11. Grantor agrees to pay all reasonable costs and expenses, including attorney’s fees, incurred because of Grantor’s failure to perform, comply with and abide by each and every one of the agreements, conditions and covenants of the Note and this Deed of Trust, or either.
12. For structures built before 1978, the Grantor shall sign as having received from the Noteholder a notice published by the U. S. Department of Housing and Urban Development on the hazards of lead paint poisoning. The Grantor is to keep this document in his files and is required to provide proof of receipt and execution of the document. Failure by the Grantor to comply with this requirement constitutes a default under the Note and this Deed of Trust.

13. The Grantor shall give proper notice to any subsequent purchaser regarding any lead base paint used or once used in the property. The Grantor must ensure that the subsequent purchaser signs as having received a notice published by the U. S. Department of Housing and Urban Development on the hazards of lead paint poisoning. The Grantor is to document the subsequent purchaser’s receipt of the notice as required under the ________ program and is required to provide proof of this exercise to the Noteholder when requested. Failure by the Grantor to comply with this requirement constitutes a default under the Note and this Deed of Trust.

The covenants herein contained shall bind, and the benefits shall insure to, the respective, heirs, executors administrators and assigns of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include the other gender, and the term “Noteholder” shall include any payee of the indebtedness hereby secured or any transferee, thereof whether by operation of law or otherwise. Any notice, demand or request required or permitted herein may be made in writing, and may be served in person or sent by mail to the Grantor at his address as shown on Noteholder’s records.

The failure of the Noteholder or the Trustee to exercise any right or option given herein shall not constitute a waver thereof; nor a waiver of any such right or option resulting from any subsequent default or occurrence.

This Deed of Trust is made under the provisions of Chapter 4, Title 55, including Sections 55-58, 55-58.1, 55-59, 55-59.1, 55-59.2, 55-59.3 and 55-59.4, of the Code of Virginia, 1950, as amended, in force and effect as of the date of the acknowledgement hereof, and shall be construed to impose and confer upon the parties hereto and the beneficiaries hereunder all of the duties, rights and obligations prescribed in said Section 55-59.1, 55-59.2, 55-59.3 and 55-59.4, and, in short form provided in Section 55-60, the following provisions:

Identified by Trustee’s signature.  Insurance required: <InsuranceAmount>
Deferred purchase money. Substitution of trustee permitted.
Exemptions waived. Any trustee may act.
Subject to all upon default. Advertisement required: Once a week for two weeks.

**NOTICE:** THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY HEREBY CONVEYED. THE DEBT SECURED HEREBY IS ALSO SUBJECT TO CALL IN FULL IN THE EVENT THE GRANTOR FAILS TO USE THE PROPERTY AS HIS PRIMARY PLACE OF RESIDENCE.
ATTENTION IS DIRECTED TO THE PROVISIONS CONTAINED IN THE NOTE SECURED
HEREBY REQUIRING A WAIVER AND FORGIVENESS OF PRINCIPAL IN THE EVENT THE
GRANTOR OWNS AND OCCUPIES THE PROPERTY AS HIS PRIMARY PLACE OF RESIDENCE
DURING THE AFFORDABILITY PERIOD.

SUBORDINATION: Notwithstanding any provision herein to the contrary, the lien of this
Deed of Trust shall be subordinate to the lien of that certain Deed of Trust to be recorded
simultaneously herewith, securing a Note payable to «MortgageCompany».

WITNESS the following signature(s) and seal(s):

___________________[SEAL]

___________________[SEAL]

COMMONWEALTH OF VIRGINIA
CITY OF RICHMOND, to wit:

The foregoing instrument was acknowledged before me this _____ day of
_______, 2010, by ________________________________

My commission expires: ____________________________

Notary Public
DEED OF TRUST NOTE  
(CDBG and HOME Generally)

Richmond, Virginia  
___________, 2010

MAKER: «Name»  
Address: «Address», «CityStateZip»

NOTEHOLDER: CITY OF RICHMOND, a municipal corporation of the Commonwealth of Virginia (“City of Richmond” or “Noteholder”), mailing address: City of Richmond, ATTN: Dept. of Economic and Community Development, 1500 East Main Street, Suite 400, Richmond, VA 23219.

FOR VALUE RECEIVED, the undersigned maker promises to pay to the Noteholder or order, the principle sum of «WordAmount» and 00/100 («DollarAmount») Dollars with interest thereon at the rate of four percent (4%) per year, simple interest, which interest shall accrue until it shall be payable, if at all, as set out below in the paragraph headed “REPAYMENT.” The Note is payable to the order of the City of Richmond, at the above address, or at such other place as the Noteholder may designate in writing.

REPAYMENT AND FORGIVENESS OF PAYMENT: The principle of and the interest on the Note shall be repaid to the Noteholder if the Grantor fails to use the premises as his primary place of residence, within the “affordability period,” which is five years. [NOTE: Period may vary depending upon amount of funds]

Notwithstanding any of the foregoing provisions, the Noteholder will waive and forgive payment of the principal and interest on the Note if the Grantor fails to use the premises as his primary place of residence during the affordability period commencing not later than thirty (30) days from the date of this Note. In the event the maker owns and occupies the said real property as his primary place of residence for a period of time less than the affordability period, then one-fifth of the principal payment will be waived for each full year that maker so owns and occupies the real property. [NOTE: Proration may vary depending upon amount of funds and applicable affordability period – i.e. one-tenth or one-fifteenth]

QUIET POSSESSION; DEFAULT: The Noteholder and Trustee agree that the maker shall remain in quiet and peaceable possession of the property, and take the profits thereof to his own use, until he defaults in the payment of any matter of indebtedness hereby secured or in the performance of any of the covenants herein provided, in which case the Noteholder may declare all sums secured by this Deed of Trust to be immediately due and payable. The Noteholder shall have the right to proceed in law or in equity, or to enforce payment of this Note by any means provided by law, which rights shall exist notwithstanding that by its terms, this Note may not then be due. The maker agrees to pay all reasonable costs and expenses, including attorney’s fees incurred because of maker’s failure to perform, comply with and abide by each and every one of the agreements, conditions and covenants of this Note and the Deed of Trust, or either.

Presentment, protest, and notice are hereby waived. The drawers and endorsers of this Note also waive the benefit of the homestead exemption as to this debt.
Whenever used, the singular shall include the plural, and the plural the singular, and the use of any gender shall include the other gender, and the term “Noteholder” shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise. This Note is to be construed according to the laws of the Commonwealth of Virginia.

Address of secured property:
«Address»

Maker: __________________________ [SEAL]

Maker: __________________________ [SEAL]

This is to certify that this is the Note described in and secured by a Deed of Trust to Tabrica C. Rentz, Jane Ferrara, and ________________ Trustees, of even date herewith, securing real estate known as «Address» in the City of Richmond, VA.

Date: ________________
My Commission Expires: __________________________
Notary Public
Appendix G3:

**DEED OF TRUST**

*(NEIGHBORHOODS IN BLOOM DEFERRED LOAN)*

THIS DEED OF TRUST, made this __________ day of ________, 2010, by and between [Insert Name] (individually and/or collectively referred to as “Grantor”), and TABRICA C. RENTZ, and JANE FERRARA, each of the City of Richmond, 1500 East Main Street, Suite 400, Richmond 23219 (individually and collectively referred to as the “Trustee”), either of whom may act;

**WITNESSETH:**

That the said Grantor does grant and assign with General Warranty of Title unto the Trustee, the following property, located in the CITY OF RICHMOND, Commonwealth of Virginia, (the “Property”):

SEE ATTACHED SCHEDULE “A” FOR COMPLETE DESCRIPTION

Property Address:

«Address»
«CityStateZip»

IN TRUST to secure the CITY OF RICHMOND, a municipal corporation, or order, at 900 East Broad Street, Richmond, Virginia 23219, the payment of a certain promissory note of even date herewith in the amount of __provide dollar amount here__ and No/100 Dollars ($XX,XXX.00), with interest thereon at the rate of four (4%) per year, simple interest, which shall accrue for a period of ten (10) years from the date of this deed of trust, payable in full in one installment upon the death of the grantor or upon the property being conveyed, assigned, transferred or disposed of by the Grantor or after the Grantor fails to occupy the premises described above as the “property address” as his/her primary place of residence. The Note is payable to the order of the City of Richmond, ATTN: Dept. of Economic and Community Development, 1500 E. Main Street, Suite 400, Richmond, VA 23219, or at such other place as the Noteholder may designate in writing.

SECURITY: It is mutually understood and agreed by and between the parties hereto that (a) the building(s) and all improvements and (b) any and all attached fixtures now upon or which may hereafter be placed upon the property, shall be deemed part of the security for the indebtedness herein mentioned, and shall be covered by this Deed of Trust.

QUIET POSSESSION; DEFAULT: The Trustee agrees that the Grantor shall remain in quiet and peaceable possession of the property, and take the profits thereof to his own use, until he defaults in the payment of any matter of indebtedness hereby secured or in the performance of any of the covenants herein provided, in which case the Noteholder may declare all sums secured by this Deed of Trust to be immediately due and payable. The Noteholder shall have the right to proceed in law or in equity, or to enforce payment of the Note by any means provided by law, which rights shall exist notwithstanding that by its terms, the Note may not then be due.
RELEASE: Upon the full payment of the Note, and all monies advanced or expended, as herein provided, and all other proper costs, charges, commissions and expenses, or at the end of the affordability period, whichever comes first, the Trustee shall, at the expense of the Grantor, release the lien of this Deed of Trust.

DUE ON SALE; ACCELERATION: The indebtedness under the Note and this Deed of Trust may not be assumed. If all or any part of the property or an interest therein is leased, sold, or otherwise transferred by the Grantor, excluding the granting of a lien subordinate to this Deed of Trust, or a transfer by devise, descent or by survivorship, the Noteholder will declare all sums secured by this Deed of Trust to be immediately due and payable.

Grantor further covenants and agrees as follows:

1. Grantor will promptly pay the principal and interest at the time and in the manner provided.

2. Grantor will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines or impositions levied upon the property, and will promptly deliver the official receipts evidencing such payments to the Noteholder.

3. Grantor has executed and delivered this Deed of Trust to secure monies advanced in full to the Grantor on account of a loan evidenced by the Note, for the purpose of (a) down payment assistance; (b) making the improvements to or on the property described or referred to in a certain contract between Grantor and «Insert Seller Name» dated, «Insert Date Of Contract>>, and/or (c) for such other purpose, if any, described or referred to therein (collectively, the “Improvements”).

4. The Grantor shall make or cause to be made all of the Improvements. If the construction or installation of the Improvements shall not be carried out with reasonable diligence, the Noteholder or the Trustee, after notice to the Grantor, is hereby authorized (a) to enter upon the property to preserve and protect the property and improvements; (b) to carry out any existing contracts between the Grantor and other parties for the purpose of making the Improvements, or to make such additional like contracts to reasonably complete the Improvements, pursuant to the obligations of the Grantor; and (c) to pay and discharge all debts, obligations and liabilities incurred by the Noteholder or the Trustee, acting in execution of this trust, as provided in this paragraph. All amounts so paid, with interest thereon at the rate of four percent (4%) per year, shall be payable by the Grantor to the Noteholder on demand, and shall be secured by this Deed of Trust.

5. Grantor acknowledges that, after rehabilitation, the Property must at least meet the United States Department of Housing and Urban Development Section 8 Housing Quality Standards for Existing Housing covered in 24 CFR 982.401

6. Grantor shall obtain the written consent of the Noteholder prior to:
(a) removal or demolition of any building, improvement, fixture or personal property conveyed hereby;
(b) alteration of or addition to any building or improvement, now or hereafter upon the property.
7. Grantor acknowledges that he/she satisfies the eligibility requirements of the ____________ program. Grantor intends to use the Property as Grantor’s permanent residence, and agrees that the property shall be maintained in livable condition at all times. Grantor agrees to provide to the Noteholder a yearly report showing income and household composition, including family size. Grantor shall not be entitled to any financial benefit or interest from any City of Richmond activity for one year after termination of any prior relationship he/she may have had as an employee, agent, consultant, officer, elected or appointed official of the Noteholder, or as a recipient or subrecipient of ____________ funds. Violation hereof, including misstatement or ineligibility, shall constitute default hereunder.

8. The Trustee or its agents shall have the right to inspect the property from time to time at any reasonable hour of the day. Should the property require repair, as determined by the Trustee in his sole discretion, then the Trustee may, after notice to the Grantor, effectuate said repair(s) and pay therefor. On the first day of the month following such payment, Grantor shall reimburse the Trustee or the Noteholder for such payment. Any unreimbursed payments shall be added to the amounts secured by this Deed of Trust.

9. All sums secured by this Deed of Trust shall, at the option of the Trustee, be immediately declared due and payable upon the happening of any of the following events:
   (a) The filing of a petition in bankruptcy by or against the Grantor;
   (b) The making by the Grantor of an assignment for the benefit of creditors; or
   (c) The Trustee’s discovery of Grantor’s failure, in any application to the Noteholder for the loan hereby secured, to disclose any material fact, or any material misrepresentation therein.

10. Grantor will give immediate notice, as provided below, to the Noteholder of any fire, damage or other casualty affecting the property, or any conveyance, transfer or change in ownership of the property, or part thereof.

11. Grantor agrees to pay all reasonable costs and expenses, including attorney’s fees, incurred because of Grantor’s failure to perform, comply with and abide by each and every one of the agreements, conditions and covenants of the Note and this Deed of Trust, or either.

12. For structures built before 1978, the Grantor shall sign as having received from the Noteholder a notice published by the U. S. Department of Housing and Urban Development on the hazards of lead paint poisoning. The Grantor is to keep this document in his files and is required to provide proof of receipt and execution of the document. Failure by the Grantor to comply with this requirement constitutes a default under the Note and this Deed of Trust.

13. The Grantor shall give proper notice to any subsequent purchaser regarding any lead base paint used or once used in the property. The Grantor must ensure that the subsequent purchaser signs as having received a notice published by the U. S. Department of Housing and Urban Development on the hazards of lead paint poisoning. The Grantor is to document the subsequent purchaser’s receipt of the notice as required under the ____________ program and is required to provide proof of this exercise to the Noteholder when requested. Failure by the Grantor to comply with this requirement constitutes a default under the Note and this Deed of Trust.
The covenants herein contained shall bind, and the benefits shall insure to, the respective, heirs, executors
administrators and assigns of the parties hereto. Whenever used, the singular shall include the plural, the plural
the singular, and the use of any gender shall include the other gender, and the term “Noteholder” shall include
any payee of the indebtedness hereby secured or any transferee, thereof whether by operation of law or
otherwise. Any notice, demand or request required or permitted herein may be made in writing, and may be
served in person or sent by mail to the Grantor at his address as shown on Noteholder’s records.

The failure of the Noteholder or the Trustee to exercise any right or option given herein shall not
constitute a waver thereof; nor a waiver of any such right or option resulting from any subsequent default or
occurrence.

This Deed of Trust is made under the provisions of Chapter 4, Title 55, including Sections 55-58, 55-
58.1, 55-59, 55-59.1, 55-59.2, 55-59.3 and 55-59.4, of the Code of Virginia, 1950, as amended, in force and
effect as of the date of the acknowledgement hereof; and shall be construed to impose and confer upon the
parties hereto and the beneficiaries hereunder all of the duties, rights and obligations prescribed in said Section
55-59.1, 55-59.2, 55-59.3 and 55-59.4, and, in short form provided in Section 55-60, the following provisions:

Identified by Trustee’s signature. Insurance required: «InsuranceAmount»
Deferred purchase money. Substitution of trustee permitted.
Exemptions waived. Any trustee may act.
Subject to all upon default. Advertisement required: Once a week for two weeks.

NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS
THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY
HEREBY CONVEYED. THE DEBT SECURED HEREBY IS ALSO SUBJECT TO CALL IN FULL IN THE
EVENT THE GRANTOR FAILS TO USE THE PROPERTY AS HIS PRIMARY PLACE OF RESIDENCE.

ATTENTION IS DIRECTED TO THE PROVISIONS CONTAINED IN THE NOTE SECURED
HEREBY REQUIRING A WAIVER AND FORGIVENESS OF PRINCIPAL IN THE EVENT THE
GRANTOR OWNS AND OCCUPIES THE PROPERTY AS HIS PRIMARY PLACE OF RESIDENCE
DURING THE AFFORDABILITY PERIOD.

SUBORDINATION: Notwithstanding any provision herein to the contrary, the lien of this Deed of
Trust shall be subordinate to the lien of that certain Deed of Trust to be recorded simultaneously
herewith, securing a Note payable to «MortgageCompany».

WITNESS the following signature(s) and seal(s):

________________[SEAL]

________________[SEAL]

COMMONWEALTH OF VIRGINIA
CITY OF RICHMOND, to wit:
The foregoing instrument was acknowledged before me this _____ day of __________, 2010, by ________________________________

My commission expires:

__________________________

Notary Public
Appendix G4: Deed of Trust Note – Neighborhoods in Bloom Deferred Loan

DEED OF TRUST NOTE
(NEIGHBORHOODS IN BLOOM DEFERRED LOAN)

Richmond, Virginia
___________, 2010

MAKER: «Name»
ADDRESS: «Address», «CityStateZip»

NOTEHOLDER: CITY OF RICHMOND, a municipal corporation of the Commonwealth of Virginia ("City of Richmond" or "Noteholder"), mailing address: City of Richmond, ATTN: Dept. of Economic and Community Development, 1500 East Main Street, Suite 400, Richmond, VA 23219.

FOR VALUE RECEIVED, the undersigned maker promises to pay to the Noteholder or order, the principle sum of «WordAmount» and 00/100 («DollarAmount») Dollars with interest thereon at the rate of four percent (4%) per year, simple interest, which interest shall accrue for a period of ten (10) years from the date of this Note, unless sooner paid. The Note is payable to the order of the City of Richmond, at the above address, or at such other place as the Noteholder may designate in writing.

REPAYMENT: The Noteholder will defer payment of the principal and interest required by this Note so long as the maker owns and occupies the real property described in this Note (and the Deed of Trust securing this Note) as his primary place of residence. The principle of and the interest on the Note shall be payable to the Noteholder in full in one installment upon the death of the maker or upon the property being conveyed, assigned, transferred or disposed of by the maker or after the maker fails to occupy the premises described in the Deed of Trust securing this Note as his/her primary place of residence.

QUIET POSSESSION; DEFAULT: The Noteholder and Trustee agree that the maker shall remain in quiet and peaceable possession of the property, and take the profits thereof to his own use, until he defaults in the payment of any matter of indebtedness hereby secured or in the performance of any of the covenants herein provided, in which case the Noteholder may declare all sums secured by this Deed of Trust to be immediately due and payable. The Noteholder shall have the right to proceed in law or in equity, or to enforce payment of this Note by any means provided by law, which rights shall exist notwithstanding that by its terms, this Note may not then be due. The maker agrees to pay all reasonable costs and expenses, including attorney’s fees incurred because of maker’s failure to perform, comply with and abide by each and every one of the agreements, conditions and covenants of this Note and the Deed of Trust, or either.

Presentment, protest, and notice are hereby waived. The drawers and endorsers of this Note also waive the benefit of the homestead exemption as to this debt.

Whenever used, the singular shall include the plural, and the plural the singular, and the use of any gender shall include the other gender, and the term “Noteholder” shall include any payee of the indebtedness hereby secured or any transferencee thereof whether by operation of law or otherwise. This Note is to be construed according to the laws of the Commonwealth of Virginia.

Address of secured property:
This is to certify that this is the Note described in and secured by a Deed of Trust to Tabrica C. Rentz and Jane Ferrara, Trustees, of even date herewith, securing real estate known as in the City of Richmond, VA.

Date: ________________
My Commission Expires: ________________

Notary Public
Appendix G5: Deed of Trust- CDBG/HOME Acquisition Funds

DEED OF TRUST
(CDBG/HOME ACQUISITION FUNDS)

This DEED OF TRUST is made on the ___ day of ____________, 2008, by and between ___________________ ("Grantor"), whose address is ___________________; and TABRICA C. RENTZ and JANE FERRARA (collectively the “Trustees”), each of the City of Richmond, whose address is 1500 East Main Street, Suite 400, Richmond, Virginia 23219, either of whom may act.

RECITALS

A. Grantor is the fee simple owner of certain real property located in the City of Richmond, Virginia, known as _______, Richmond, Virginia 232XX, more particularly described on Exhibit A (the “Property”). Pursuant to a certain contract for services (the “Contract”) between the City of Richmond and the Grantor dated ______________, the City has agreed to provide funds to the Grantor for the acquisition of the Property (the “Acquisition Funds”).

B. The Acquisition Funds are evidenced by a certain promissory note (the “Note”) made by the Grantor payable to the City of Richmond (the City and its successors or assigns are referred to hereafter as the “Noteholder”) having a final Maturity Date of [INSERT DATE 12 MONTHS FROM RECEIPT OF FUNDS], unless sooner released and forgiven by the Noteholder.

W I T N E S S E T H:

That for and in consideration of the sum of TEN DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the said Grantor does hereby grant and convey with GENERAL WARRANTY OF TITLE, unto the Trustees, the following described Property, to-wit:

See Attached Schedule A

Subject, however, to any and all easements, restrictions and provisions of record affecting the Property.

TOGETHER WITH all buildings, improvements, fixtures, or appurtenances now or hereafter erected thereon, including all fixtures, or articles whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and also together with any screens, window shades, storm doors and windows, screen doors, awnings, stoves and water heaters, all of which are declared to be part of the said real estate whether physically attached thereto or not.

TOGETHER WITH all proceeds of the conversion, whether voluntary or involuntary, of any of the Property into cash or liquid claims, including without limitation all awards, payments or proceeds with any interest thereon, and the rights to receive same, which may be made as the result of any casualty, any exercise of the right of eminent domain or deed in lieu thereof, the alteration of the grade of any street and any injury to or decrease in the value of the Property, together with reasonable counsel fees, costs, disbursements incurred by the Noteholder in connection with collection of such awards, payments and proceeds. Nothing herein shall be deemed to be authorization by the Noteholder to Grantor to sell, assign or otherwise dispose of the Property, except in accordance with the provisions of this Deed of Trust. Grantor agrees to execute and deliver from time
to time such further instruments as may be requested by Noteholder to confirm such assignment to Noteholder of any such award, payment or proceeds.

IN TRUST to secure the performance of the following covenants and to secure to the CITY OF RICHMOND, a municipal corporation, or order, at 900 East Broad Street, Richmond, Virginia 23219, the payment of the Note in the amount of $0,000.00, without interest, which shall be payable in one installment on [INSERT DATE 12 MONTHS FROM RECEIPT OF FUNDS] or upon the Property being conveyed, assigned, transferred or disposed of by the Grantor as to the terms of this Deed of Trust, whichever shall first occur, unless sooner released by the Noteholder. The Property shall also secure reimbursement to the Noteholder and the Trustees for any and all costs, attorney’s fees and other expenses of whatever kind incurred in connection with obtaining possession of the Property; collection of sums secured hereby; and any litigation concerning this Deed of Trust; all which costs and expenses shall be obligations of and paid by the Grantor.

Covenants of the Grantor. The Grantor covenants and agrees as follows:

a) Grantor shall pay the principal of the Note, together with any other sums due hereunder, when the same shall become due;

b) Grantor shall develop and dispose of the Property in accordance with the terms of the Contract;

c) Grantor has good and marketable fee simple title to the Property;

d) Grantor has full power and authority to convey the Property to the Trustees and Grantor will take such steps as are necessary to perfect title to the Property in the Trustee and defend title to the Property against all adverse assertions and claims;

e) From the date hereof until a certificate of occupancy is issued for the Property, Grantor shall maintain workers’ compensation insurance and a policy of builder’s risk insurance in an amount equal to the replacement cost for the improvements on the Property;

f) Grantor shall keep the Property free of all mechanics’ and material men’s liens and all other liens of any kind, whether subordinate or superior to the lien of this Deed of Trust, except liens for construction financing and taxes not yet due.

g) Grantor shall pay all taxes and assessments levied against or which constitute liens on the Property when they are due, but Grantor may appropriately and in good faith contest the levy of such tax or assessment, provided that it makes provision for the protection of the Property, including the payment of such tax or assessment, as Noteholder may reasonably require;

h) The Grantor shall pay and discharge all prior recorded liens on the above described Property as and when the same mature, and whether or not said liens are expressly set out herein, and any default under the terms of any such prior lien shall constitute default hereunder, and in such event the entire debt hereby secured shall, at the option of any Noteholder hereunder, become immediately due and payable.

i) Grantor shall not sell, transfer or convey the Property or any estate therein, voluntarily or by operation of law, without the prior written approval of the Noteholder, so long as the Property shall remain subject to the lien of this Deed of Trust. Failure to obtain prior written approval of Noteholder to any sale, transfer or conveyance of the Property shall constitute a default;

j) Grantor shall promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Property or any part thereof or any use of the Property.
This Deed of Trust shall be construed to impose and confer upon the parties hereto and the Noteholders hereunder all of the duties, rights and obligations prescribed in Section 55-59, and in short form as Section 55-60 provides:

1. Exemptions waived.
2. Renewals or extensions permitted.
3. Right of anticipation reserved as per the Deed of Trust Note.
4. Subject to all (call) upon default.
5. Trustee's commission of 5% of gross proceeds of sale.
6. Identified by Trustee’s signature.
7. Substitution of Trustees permitted for any reason, with or without cause.
8. Any Trustee may act.
9. Advertisement required: Ten (10) days’ notice by publication at least three (3) times in a newspaper published or having general circulation in the City or County in which the Property is located. Trustees may postpone sale without advertisement of such postponement.

Default. In addition to defaults by the Grantor as otherwise described in this Deed of Trust, the occurrence of any one or more of the following events shall constitute a default hereunder:

1. Grantor fails to pay the principal due on the Note within ten (10) days of the date such payment is due;
2. Any representation or warranty made by Borrower in this Deed of Trust proves to be materially false, misleading or incorrect when made or reaffirmed;
3. Grantor defaults as to any other debts secured by the Property or is subject of a voluntary or involuntary bankruptcy proceeding;
4. Grantor is in violation of any provision of this Deed of Trust or the Contract and such violation is not corrected within 30 days after written notice from the Noteholder.

Remedies of the Noteholder & Trustees. If any default shall occur as to the Grantor’s covenants under this Deed of Trust, the Noteholder and Trustees may exercise all remedies available at law, including the following:

1. Upon default by the Grantor as to the covenants and terms of this Deed of Trust, Noteholder at its option and without further notice, except as may be required by law, declare the Note and all other sums secured hereby as due and payable and shall have the right to have the Trustee take possession of the Property and proceed to sell the Property at public auction, as a whole or in such parcels, for cash or credit and, in addition to the requirements imposed by the laws of the Commonwealth of Virginia, upon any terms that the Trustees deem appropriate.
2. No delay or omission of the Trustees or Noteholders to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein, and every power and remedy given by this Deed of Trust to the Trustees or to the Noteholders may be exercised from time to time and as often as may be deemed expedient. No waiver by the Trustees or by the Noteholders of any such default, whether such waiver be full or partial, shall extend to or be taken to affect any subsequent default or to impair any rights therefrom.
3. The Noteholder hereunder is authorized, for the account of the Grantors, to make any required payments under any liens prior hereto, or under this Deed of Trust, the non-payment of which would constitute a default, including but not limited to principal and/or interest payments, taxes and fire
insurance premiums. All sums so advanced shall attach to and become a part of the lien created hereunder, shall become payable at any time on demand thereof, and the failure to pay the same on demand shall, at the Noteholders' option, constitute a default hereunder giving rise to all of the remedies therein provided in the event of other defaults.

4. Noteholder may Substitute the Trustees, without notice, without making application to any Court and without specifying any reason therefor, and such substitute Trustee or Trustees shall not be required to give any bond for the faithful performance of his duties hereunder.

**Miscellaneous:**

1. **Severability.** If any provision of this Deed of Trust shall be held to be unenforceable or invalid for any reason, such determination shall not affect any of the other provisions of this Deed of Trust, all of which shall remain valid and enforceable to the fullest extent of the law.

2. **Successors and Assigns.** The terms, covenants and conditions herein shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

**NOTICE**

THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

WITNESS the following signatures and seals:

**(INSERT SUBRECIPIENT)**

By:

________________________(SEAL)

(Name)

(Title)

COMMONWEALTH OF VIRGINIA

City/County of ____________ to-wit:

The foregoing instrument was acknowledged before me this ________ day of __________, 2010, by ______________________ on behalf of ______________________ in my jurisdiction aforesaid.

My commission expires:

________________________

Notary Public
Appendix G6: Deed of Trust Note-CDBG/HOME Acquisition funds

DEED OF TRUST NOTE
(CDBG/HOME ACQUISITION FUNDS)

Richmond, Virginia
___________, 2010

MAKER:  «Name»
ADDRESS: «Address», «CityStateZip»

NOTEHOLDER: CITY OF RICHMOND, a municipal corporation of the Commonwealth of Virginia (“City of Richmond” or “Noteholder”), mailing address: City of Richmond, ATTN: Dept. of Economic and Community Development, 1500 East Main Street, Suite 400, Richmond, VA 23219.

FOR VALUE RECEIVED, the undersigned maker promises to pay to the Noteholder or order, the principle sum of «WordAmount» and 00/100 («DollarAmount») Dollars, without interest. The Note is payable to the order of the City of Richmond, at the above address, or at such other place as the Noteholder may designate in writing.

REPAYMENT: The principle, without interest, on the Note shall be payable to the Noteholder in full in one installment on [INSERT DATE 12 MONTHS FROM RECEIPT OF FUNDS] (the “Maturity Date”) or upon the Property being conveyed, assigned, transferred or disposed of by the maker or upon default by the maker as to the terms of the Note or Deed of Trust securing the Note, whichever shall first occur, unless sooner released by the Noteholder.

QUIET POSSESSION; DEFAULT: The Noteholder and Trustee agree that the maker shall remain in quiet and peaceable possession of the property, and take the profits thereof to his own use, until he defaults in the payment of any matter of indebtedness hereby secured or in the performance of any of the covenants herein provided, in which case the Noteholder may declare all sums secured by this Deed of Trust to be immediately due and payable. The Noteholder shall have the right to proceed in law or in equity, or to enforce payment of this Note by any means provided by law, which rights shall exist notwithstanding that by its terms, this Note may not then be due. The maker agrees to pay all reasonable costs and expenses, including attorney’s fees incurred because of maker’s failure to perform, comply with and abide by each and every one of the agreements, conditions and covenants of this Note and the Deed of Trust, or either.

Presentment, protest, and notice are hereby waived. The drawers and endorsers of this Note also waive the benefit of the homestead exemption as to this debt.

Whenever used, the singular shall include the plural, and the plural the singular, and the use of any gender shall include the other gender, and the term “Noteholder” shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise. This Note is to be construed according to the laws of the Commonwealth of Virginia.
Address of secured property:
<Address>
<CityStateZip>

Maker: ___________________________

Maker: ___________________________

This is to certify that this is the Note described in and secured by a Deed of Trust to Tabrica C. Rentz and Jane Ferrara, Trustees, of even date herewith, securing real estate known as <Address> in the City of Richmond, VA.

Date: ___________________________

My Commission Expires: ___________________________

Notary Public
Appendix H1: Updated 3/25/10

**Lead Based Paint Guidelines**

The United States Department of Housing and Urban Development (HUD) enacted the Leadsafe Housing Rule (24 CFR Part 35) to protect children from lead based paint hazards in housing financially assisted by the federal government. The Rule affects assisted housing built prior to January 1, 1978, which was when the use of lead based paint in residential structures was banned. Compliance with the Rule varies based on the nature of the project. The following set of Guidelines was developed to assist recipients of HOME, CDBG, ESG, and HOPWA funds distributed through the City of Richmond in achieving compliance with the Rule. It is not meant to substitute for the Rule itself. In addition to compliance with the Leadsafe Housing Rule, projects are subject to compliance with all applicable federal, state and local regulations, including, but not limited to: 40 CFR 745 (EPA), 29 CFR 1926.62 (OSHA), 18 VAC 15-30 (Virginia Lead Based Paint Activities Regulations), 16 VAC 25-35 (Virginia Regulations Concerning Lead Contractors Notification, Lead Project Permit & Permit Fees), and the City of Richmond Code.

All materials required to be submitted to the City of Richmond in accordance with Section B (see below) are to be addressed to:

Daniel Mouer  
City of Richmond  
Department of Economic and Community Development  
1500 E. Main Street, Suite 400  
Richmond, VA 23219

For more information about lead based paint activities, contact Daniel Mouer, Senior Planner /Lead Based Paint Planner at (804) 646-7025 or by email at Daniel.Mouer@richmondgov.com. Lead based paint information is also available on the following websites:

- [www.hud.gov/offices/lead](http://www.hud.gov/offices/lead) - Contains the Leadsafe Housing Rule and interpretive guidance, technical guidelines, information about lead safe work practices, and general lead based paint information.
- [www.epa.gov/oppintr/lead/index.html](http://www.epa.gov/oppintr/lead/index.html) - Contains information about lead poisoning, EPA regulations that affect lead activities, and a PDF of the pamphlet “Protect Your Family from Lead in Your Home”.
- [www.osha.gov](http://www.osha.gov) - Contains federal regulations that pertain to jobsite safety, including safety regulations that apply when lead hazards are present.
- [www.state.va.us/dpor](http://www.state.va.us/dpor) - This Virginia Department of Professional and Occupational Regulation website contains information about Virginia’s Lead Based Paint Activities Regulations. The website also has licensee information on those licensed in Virginia as lead inspectors, risk assessors, project designers, contractors, supervisors, and workers.
- [http://www.dli.state.va.us/whatwedo/lead_asbestos/lead_asbestos.html](http://www.dli.state.va.us/whatwedo/lead_asbestos/lead_asbestos.html) - The Virginia Department of Labor and Industry site contains information about obtaining a state permit for lead based paint abatement jobs.
- [www.leadlisting.org](http://www.leadlisting.org) - Contains the names of individuals who have passed an approved Leadsafe Work Practices course and requested to have their name posted on the site.
- [www.richmond.gov](http://www.richmond.gov) - Contains a link to the City of Richmond Code.
## A. Summary of Lead Based Paint Requirements under HUD's Leadsafe Housing Rule (24 CFR Part 35)

<table>
<thead>
<tr>
<th>Applicable Project Types</th>
<th>Rehabilitation - Subpart J</th>
<th>Acquisition, Leasing, and Support Services, Operations - Subpart K</th>
<th>TBRA - Subpart M</th>
<th>Demolition (City Policy)</th>
<th>New Construction (City Policy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minor Rehab $5000 or less</td>
<td>Paint Testing</td>
<td>Visual Assessment</td>
<td>TBRA</td>
<td>Demolition of whole or part of structure (does not include interior demo as part of rehab)</td>
<td>New construction when a structure was demolished in the past and no passing soils test is available</td>
</tr>
<tr>
<td>Moderate Rehab &gt;$5,000-$25,000</td>
<td>Paint Testing &amp; Risk Assessment</td>
<td>Paint Testing &amp; Risk Assessment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Substantial Rehab &gt;$25,000</td>
<td>Paint Testing &amp; Risk Assessment</td>
<td>Paint Testing &amp; Risk Assessment</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Applicable Project Types:
- Rehabilitation, rehabilitation of owner occupied units and units to be rented or sold, rehabilitation loans including urban pioneer & rental rehab loans, property acquired with federal funds and disposed to a private developer to rehab.
- Acquisition & leasing of residential property that is occupied or is to be occupied, units to be occupied by those receiving relocation assistance or down payment assistance, property used to house support services & operations in connection w/housing assistance.
- TBRA Demolition of whole or part of structure (does not include interior demo as part of rehab).
- New construction when a structure was demolished in the past and no passing soils test is available.

### Lead Hazard Evaluation
- **Paint Testing**
- **Paint Testing & Risk Assessment**
- **Visual Assessment**
- **Visual Assessment**
- **Soils Test**
- **Soils Test**

### Lead Hazard Reduction
- **Repair Surface Disturbed by Rehab**
- **Interim Controls**
- **Abatement (Interim Controls on exterior surfaces not disturbed by rehab)**
- **Paint Stabilization**
- **Paint Stabilization**
- **Paint Stabilization**
- **Safe Work Practices**
- **Safe Work Practices**
- **Safe Work Practices**
- **Safe Work Practices**
- **Safe Work Practices**
- **Safe Work Practices**
- **Soil remediation if necessary**
- **Soil remediation if necessary**
- **Soil remediation if necessary**

### Ongoing Maintenance Requirements
- For rental rehab w/HOME funds
- For rental rehab w/HOME funds
- For rental rehab w/HOME funds
- Yes, if ongoing relationship
- Yes
- No

### EIBLL Requirements
- No
- No
- No
- Yes
- No
- No

### Options
- Presume lead based paint
- Use safe work practices on all surfaces
- Presume lead based paint and/or hazards
- Use standard treatments
- Presume lead based paint and/or hazards
- Abate all applicable surfaces
- Test deteriorated paint
- Use safe work practices only on lead based paint surfaces
- Test deteriorated paint
- Use safe work practices only on lead based paint surfaces

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# B. Required Lead Based Paint Documentation

<table>
<thead>
<tr>
<th>Document</th>
<th>Submission Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Based Paint Form*</td>
<td>Prior to project start</td>
</tr>
<tr>
<td>Document verifying age of unit for post 1/1/1978 structures</td>
<td>Prior to project start</td>
</tr>
<tr>
<td>Statement of Exemption and supporting documentation (if project is exempt from HUD’s Leadsafe Housing Rule)*</td>
<td>Prior to project start</td>
</tr>
<tr>
<td>Copy of required Lead Hazard Evaluation (visual assessment, paint test and/or risk assessment)</td>
<td>Prior to project start</td>
</tr>
<tr>
<td>Financial Proforma/Project Budget (Rehabilitation Projects)</td>
<td>Prior to project start</td>
</tr>
<tr>
<td>Copy of lead based paint project design or work write up (Rehabilitation Projects)</td>
<td>Prior to project start</td>
</tr>
<tr>
<td>Elderly Relocation Waiver (if unit is occupied solely by elderly persons @ time of lead work)*</td>
<td>Prior to project start</td>
</tr>
<tr>
<td>Occupant relocation information (if occupant is being relocated during lead hazard reduction activities)</td>
<td>Do not submit; maintain in project files</td>
</tr>
<tr>
<td>Occupant protection plan if unit is occupied (can be part of project design/ work write-up)</td>
<td>Do not submit; maintain in project files</td>
</tr>
<tr>
<td>Copy of risk assessor and/or inspector licenses</td>
<td>Do not submit; maintain in project files</td>
</tr>
<tr>
<td>Copy of lead abatement supervisor and lead abatement contractor licenses (Substantial Rehab projects) or proof of completion of an acceptable Leadsafe Work Practices course (for all other projects)</td>
<td>Do not submit; maintain in project files</td>
</tr>
<tr>
<td>Lead Contractor bids &amp; contractor agreement</td>
<td>Do not submit; maintain in project files</td>
</tr>
<tr>
<td>Contractor draw requests &amp; proof of payment for lead work</td>
<td>Do not submit; maintain in project files</td>
</tr>
<tr>
<td>Copy of Commonwealth of Virginia Permit (abatement projects)</td>
<td>Do not submit; maintain in project files</td>
</tr>
<tr>
<td>Daily Sign-In sheets (Substantial Rehab projects)</td>
<td>Do not submit; maintain in project files</td>
</tr>
<tr>
<td>Abatement report by abatement supervisor (Substantial Rehab projects)</td>
<td>At project end</td>
</tr>
<tr>
<td>Copy of passing clearance report</td>
<td>At project end</td>
</tr>
<tr>
<td>Copy of passing soils test</td>
<td>At project end</td>
</tr>
<tr>
<td>Copy of signed Notification (showing that buyer was supplied with the pamphlet “Protect Your Family from Lead in Your Home” or “Renovate Right” for owner occupied renovations and notice of the lead hazard evaluation &amp; reduction activities)*</td>
<td>At project end</td>
</tr>
<tr>
<td>Ongoing maintenance plan (when ongoing maintenance is required)</td>
<td>Do not submit; maintain in project files</td>
</tr>
<tr>
<td>Notice to occupants with name of person to contact if paint becomes deteriorated (part of ongoing maintenance)</td>
<td>Do not submit; maintain in project files</td>
</tr>
<tr>
<td>Visual Assessment as part of Ongoing Maintenance*</td>
<td>After each occurrence</td>
</tr>
<tr>
<td>Clearance tests as part of Ongoing Maintenance</td>
<td>After each occurrence</td>
</tr>
<tr>
<td>Copy of signed Notification as part of Ongoing Maintenance*</td>
<td>After each occurrence</td>
</tr>
<tr>
<td>Copy of applicable lead licenses for individuals involved in Ongoing Maintenance</td>
<td>Do not submit; maintain in project files</td>
</tr>
</tbody>
</table>

*Submit on forms Appendix H2-H9
C. Things to Consider At Various Project Stages for Select Project Types

Rehabilitation Projects

Project Development
- Verify Age of Property (pre or post January 1, 1978). If unit was built post January 1, 1978, submit Sections I & II Lead Based Paint Form and proof of age, such as an assessment or certificate of occupancy. Nothing else is required.
- If unit is occupied, educate occupants about lead based paint and distribute the pamphlet “Renovate Right” & “Protect Your Family from Lead in Your Home”. Have occupants sign the Notification that they have received the pamphlet
- If unit is not occupied until after the renovation is complete. As occupants are identified educate them about lead based paint and give the pamphlet “Protect Your Family from Lead in Your Home” and have occupants sign the Notification that they received the pamphlet.
- Obtain information on children in the household.
- Develop preliminary scope of work and cost estimate.
- Determine the project’s rehabilitation category.
- Presume lead based paint or have properly licensed person evaluate lead based paint & lead hazards (paint test and/or risk assessment as required). Obtain copy of licenses for project files.
- Notify occupants of Evaluation. Have occupants sign the Notification that they have received information regarding the Evaluation (if unit is not occupied this is to be done as soon as occupants are identified).

Rehabilitation Planning
- Develop occupant relocation plan or, if occupants are permitted to stay, occupant protection plan. If unit is occupied by elderly person(s) who choose to stay, have them sign the Elderly Relocation Waiver.
- Develop Lead Project Design /Work Write-Up.
- Submit Lead Based Paint Form to the City (with Project initiation Form if possible). Also submit Lead Paint Evaluation, Project Design, financial proforma, and Notice of Exemption (if applicable).
- Determine timing/sequence of work.
- Verify qualifications of lead contractor & award work to properly licensed contractor. Obtain copy of licenses for project files.
- Contact Lead Based Paint Planner to schedule a site visit prior to the start of the project. Preferably schedule the visit to coincide with the City’s Historic Preservation Planner’s site visit.

Pre-Construction Conference
- Confirm roles of contractors.
- Discuss work schedule.
- Discuss safe work practice.
- Arrange occupant relocation.

Supervising Lead Hazard Reduction
- Contact City Lead Based Paint Planner just prior to the start of the lead hazard reduction to schedule a site visit.
- Verify quality of adherence to project design/ work write-up.
- Check that safe work practices are being used.
• Check that daily clean-up is performed.
• Check that worker protection measures are followed.
• Verify that everybody on the jobsite is signing the Daily Sign-In Sheet (Substantial Rehab projects).
• Have abatement supervisor complete an abatement report (Substantial Rehab projects).

**Final Inspection and Clearance**
• Check that work is complete.
• Check that clean-up is done properly.
• Have clearance test, including soils test if applicable, done by properly licensed inspector or risk assessor. Obtain copy of licenses for project files. Clearance test and soils test to be done when all rehabilitation is complete.
• If clearance test fails, correct any deficiencies in lead work and re-clean. Repeat clearance test.
• If soils test fails, contact the Lead Based Paint Planner about options.
• Notify occupants of Lead Hazard Reduction activities and provide them with copy of passing clearance and soils test. Have occupants sign the Notification that they have received the clearance and soils test (if unit is not occupied this is to be done as soon as occupants are identified).
• Submit copy of clearance test and soils test to the City.
• Submit copy of signed Notification to the City when occupant is identified.

**Unoccupied Rehabilitated Homes that are to be Sold**
• If any surface that could potentially contain lead based paint is disturbed or deteriorates after the clearance is done and prior to the home being sold, repair the surface, re-clean the area, and obtain clearance of affected area.
• Include copy of clearance as part of occupant Notification.
• Submit copy of clearance to City.

**Ongoing Maintenance** - See Lead Based Paint Ongoing Maintenance Activities Checklist in Forms section of Guidelines
• Inform owner/tenant of ongoing maintenance responsibilities.
• Develop Ongoing Maintenance Plan for rental rehab project done with HOME funds.
• As Ongoing Maintenance occurs submit copies of Visual Assessment, Clearance Test, and Occupant Notification to the City.

**Down Payment Assistance Programs**

**Initial Screening**
• Educate eligible homebuyer about lead based paint and requirements applicable to the homebuyer program. Distribute the pamphlet “Protect Your Family from Lead in Your Home”. Have occupants sign the Notification that they have received the pamphlet.
• Provide homebuyer with instructions for complying with the Leadsafe Housing Rule.

**Purchase Negotiations**
• Verify age of property (pre or post January 1, 1978). If unit was built post January 1, 1978, complete Section I & II of Lead Based Paint Form. Submit copy with proof of age. Nothing else is required.
- Obtain a Visual Assessment for Deteriorated Paint. (Inspector must be licensed as a Lead Inspector, a Risk Assessor by the State of Virginia or Certified by HUD)
- Notify homebuyer of Visual Paint Assessment. Have homebuyers sign the Notification that they have received information regarding the Visual Paint Assessment.
- Submit Lead Based Paint Form and copy of Visual Paint Assessment to the City.
- Buyer and seller negotiate who will be responsible for stabilizing paint. Include terms of paint stabilization in the contract.

**Lead Hazard Reduction & Clearance**
- Deteriorated paint to be stabilized by properly lead licensed persons using safe work practices. Obtain copy of licensing for files prior to start of stabilization.
- If deteriorated paint is found to be below de minimis levels, lead licensing and safe work practices do not apply.
- Obtain Clearance test by licensed Lead Inspector or Risk Assessor. Unit must pass clearance test prior to closing. Obtain copy of licensing for project files.
- If clearance test fails, correct any deficiencies in work and re-clean. Repeat clearance test.
- Notify homebuyer of Lead Hazard Reduction activities and provide them with copy of the passing clearance prior to closing. Have homebuyer sign the Notification that they have received the clearance.
- Submit copies of Clearance Test and signed Notification to the City.
- If house does not go to closing, notify Lead Base Paint Planner.

**Post Purchase Counseling (Optional)**
- Educate homebuyer about ongoing maintenance.

**Acquisition, Leasing, Support Services or Operation**
See above for Down Payment Assistance Program requirements

**Prior To or Immediately Proceeding Acquisition**
- Verify Age of Property (pre or post January 1, 1978). If unit was built post January 1, 1978, submit Lead Based Paint Form and proof of age. Nothing else is required.
- Distribute the pamphlet “Protect Your Family from Lead in Your Home”. Have occupant sign the Notification that they have received the pamphlet (if unit is not occupied this is to be done as soon as occupants are identified)
- Obtain a Visual Assessment to identify deteriorate paint
- Notify occupants of Visual Assessment. Have occupants sign the Notification that they have received a copy of the Assessment (if unit is not occupied this is to be done as soon as occupants are identified).
- Submit Lead Based Paint Form, a copy of Visual Assessment & Notification to the City.

**Lead Hazard Reduction & Clearance**
- Deteriorated paint to be stabilized by properly lead licensed persons using safe work practices. Obtain copy of licensing for files prior to start of stabilization.
- If deteriorated paint is below de minimis levels, lead licensing and safe work practices do not apply.
- Obtain Clearance test by a properly licensed Inspector or Risk Assessor. Obtain copy of licensing for project files.
- If clearance test fails, correct any deficiencies in work and re-clean. Repeat clearance test.
• Notify occupant of Lead Hazard Reduction activities and provide them with copy of the passing clearance. Have occupant sign the Notification that they have received the clearance.
• Submit Copies of Clearance test and signed Notification to the City.

Ongoing Maintenance - See Lead Based Paint Ongoing Maintenance Activities Checklist in Forms section of Guidelines
• Develop Ongoing Maintenance Plan if the unit has a continuing financial relationship with a federal housing assistance program
• As Ongoing Maintenance Occurs submit copies of Visual Assessment, Clearance Test, and Notification to the City

Disposition
• Verify age of housing. If unit was built pre-1978 distribute the pamphlet “Protect Your Family from Lead in Your Home”. Fill out Disclosure form required by 24 CFR 35 Subpart A and obtain appropriate signature from entity acquiring unit.
• Submit Lead Based Paint Form and copy of Disclosure to the City

TBRA Programs

Initial Screening
• Determine whether applicant has children under 6 years of age
• If no children under 6 year of age reside or are expected to reside in the unit, fill out Sections I & II of the Lead Based Paint Form. Submit copy of Form and Statement of Exemption. If a child under 6 years of age comes to reside in household receiving assistance, the LeadSafe Housing Rule applies.

Unit Selection & Inspection
• If one or more children under 6 will be residing in unit, verify age of unit (pre or post January 1, 1978). If unit was built post January 1, 1978, complete Section I & II of Lead Based Paint Form. Submit copy with proof of age to the City. Nothing else is required.
• Educate potential occupant about lead based paint and requirements applicable to the TBRA program. Distribute the pamphlet “Protect Your Family from Lead in Your Home”. Have potential occupants sign the Notification that they have received the pamphlet.
• Conduct a Visual Assessment to identify deteriorated paint. (Inspector can be HUD certified or license as a Lead Inspector or Risk Assessor by the Virginia.)
• Notify potential occupant of results of Visual Assessment. Have occupants sign the Notification that they have received a copy of the Assessment.

Lead Hazard Reduction & Clearance
• Deteriorated paint to be stabilized by properly lead licensed persons using safe work practices. Obtain copy of licensing for files prior to start of stabilization.
• If deteriorated paint is below de minimis levels, lead licensing and safe work practices do not apply.
• Obtain Clearance test by a properly licensed Inspector or Risk Assessor. Obtain copy of licensing for project files.
• If clearance test fails, correct any deficiencies in work and re-clean. Repeat clearance test.
- Notify occupant of Lead Hazard Reduction activities and provide them with a copy of the passing clearance. Have occupant sign the Notification that they have received the clearance.
- Submit Copies of Clearance test and Notification to the City

**Ongoing Maintenance**
- Develop Ongoing Maintenance Plan
- Monitor all TBRA recipients for the addition of children under 6 to the household. If a child under 6 years of age comes to reside in household receiving assistance, the Leadsafe Housing Rule applies.
- As Ongoing Maintenance Occurs submit copies of Visual Assessment, Clearance Test, and Occupant Notification to the City

**Children with Environmental Intervention Blood Lead Levels (EIBLL)**
If a child under 6 years of age living in a household receiving TBRA assistance is identified as having an EIBLL, then:

- Report name and address of EIBLL child to City of Richmond Department of Public Health if the Department of Health was not the source of the information.
- Conduct Risk Assessment of dwelling unit where child lived when blood was sampled.
- Provide report to owner of unit and the City of Richmond Department of Public Health and the Department of Economic and Community Development.
- Owner shall either perform interim controls or abatement to reduce the lead hazards.
- Obtain Clearance test by a properly licensed Inspector or Risk Assessor. Obtain copy of licensing for project files.
- If clearance test fails, correct any deficiencies in work and re-clean. Repeat clearance test.
- Notify occupant of Lead Hazard Reduction activities and provide them with a copy of the passing clearance. Have occupant sign the Notification that they have received the clearance.
- Submit copies of Clearance and Notification to the City.
- Ongoing Maintenance requirements still apply.
Appendix H2:

**Lead Based Paint Form**

Please fill out and return all sections of this form prior to project start

**Section I – General Project Information**

Date: __________

Organization: ____________________________________________

Project Manager: __________________________________________

Project Address: __________________________________________

Age of Structure (Pre or Post 1978): ____________

(If structure is post 1978, provide proof of age and disregard the rest of this form)

Does (or will) structure house children six or under?  Yes _____  No _____  Don’t Know ____

Anticipated Lead Work Start Date: _______________  Lead Contractor’s Name: _______________

**Section II – Activity Information**

Activity (check ALL that apply):

_____ Down Payment Assistance  _____ New Construction

_____ Acquisition, Leasing, Support Services, or Operation  _____ Disposition

_____ Tenant/Homeowner Relocation  _____ Tenant Based Rental Assistance

_____ Demolition of Structure  _____ Tenants/Owner Relocation

_____ Rehabilitation – check one Level (see below to determine amount of Rehabilitation Assistance)

☐ Minor Rehabilitation Level - $,5000 or less in Rehabilitation Assistance

☐ Moderate Rehabilitation Level – over $5,000 up to $25,000 in Rehabilitation Assistance

☐ Substantial Rehabilitation Level – over $25,000 in Rehabilitation Assistance

Rehabilitation Assistance – answer ALL questions:

(A) $_________ Estimated Hard Costs* of Rehabilitation/Unit (regardless of funding source)

(B) $_________ Estimated Cost of Lead Evaluation & Reduction Activities/Unit

(C) $_________ Subtract (B) from (A)

(D) $_________ Average Federal Assistance/Unit (Include all Federal funding regardless of source or use)

(E) $_________ Rehabilitation Assistance – the lesser of (C) or (D)

*Hard Costs do not include financing fees, credit reports, title binders & insurance, recording & transaction fees, legal & accounting fees, appraisals, architectural & engineering fees, administrative costs, relocation costs, environmental reviews, property acquisition, and other soft costs.
Project Address: ________________

Section III – Lead Hazard Evaluation & Reduction

Presuming lead based paint & addressing all applicable surfaces as required by HUD’s Leadsafe Housing Rule. Yes _______ No ________

Provide dates that the following methods of lead hazard evaluation occurred and forward copies of evaluations to the Department of Economic and Community Development (lead hazard evaluation is not required if Lead Based Paint is assumed):

__________ Visual Assessment
__________ Paint Testing
__________ Risk Assessment

Section IV – Additional Documentation to be Submitted to the City of Richmond

Please forward copies of the following documents (send as per schedule in Section 8 of the Lead Based Paint Guidelines) to the Department of Economic and Community Development:

Proof of Age of Housing (if 1978 or later)
Statement of Exemption and supporting documentation (if project is exempt from Leadsafe Housing Rule)*
Financial Pr-forma/Project Budget (for Rehab projects)
Elderly Relocation Waiver (if unit is occupied solely by elderly person)*
Lead Based Paint Project Design/Work Write-Up (Rehab projects)
Abatement report by abatement supervisor (Substantial Rehab projects)
Clearance Test
Soils Clearance Test
Notification – homebuyer, homeowner, or tenant’s signed acknowledgement of receipt of lead pamphlet and disclosure of lead hazard evaluation and reduction activities.*

*Submit on form provided in the Lead Based Paint Guidelines & Forms

Refer to Lead Based Paint Guidelines for a list of other documents that must be maintained but not submitted.

Mailing Address:

C/O Daniel Mouer
Richmond Department of Economic and Community Development
1500 E. Main Street, Suite 400
Richmond, VA 23219
Or fax to (804) 646-6358
Appendix H3:  

**Statement of Exemption from the Leadsafe Housing Rule**

Occupant’s Name(s) and Address of Unit: __________________________________________________

Answer the following questions by circling “YES” or “NO”. If the answer to any of the questions is “YES”, the property is exempt from the requirements of HUD’s Leadsafe Housing Rule (24 CFR Part 35). Submit this form with supporting documentation to the City of Richmond. The regulatory citation of each exemption is cited as additional guidance.

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Was the property constructed after January 1, 1978? [35.115(a)(1)]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is this a zero-bedroom unit? (e.g. SRO, efficiency) [35.115(a)(2)]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is this dedicated elderly housing and no child less than age 6 resides or is expected to reside in the unit? (i.e. over age 62) [35.115(a)(3)]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is this housing dedicated for the disabled and no child less than age 6 resides or is expected to reside in the unit? [35.115(a)(3)]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Has a paint inspection conducted in accordance with 35.1320(a) established that the property is free of lead-based paint? [35.115(a)(4)]. The date of the original paint inspection was ________. An optional paint inspection conducted on ______ confirmed this prior finding. Submit paint inspection(s) to the City.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Has all lead-based paint in the property been identified and removed, and has clearance been achieved as cited below? [35.115(a)(5)]. Submit clearance to the City.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Clearance was achieved prior to September 15, 2000, and the work was done in accordance with 40 CFR Part 745.227(b)</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Clearance was achieved after September 15, 2000, and the work was done in accordance with 24 CFR Part 35.1320, 1325 and 1340</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Is the property used for non-residential purposes? [35.115(a)(7)] Common areas serving both residential and non-residential uses in a mixed use property are not exempt.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Will all rehab exclude disturbing painted surfaces? [35.115(a)(8)]</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Are emergency actions immediately necessary to safeguard against imminent danger to human life, health or safety, or, to protect the property from further structural damage? (e.g. after natural disaster or fire) [35.115(a)(9)]</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Will the unit be assisted for less than 100 days under emergency rental assistance or emergency foreclosure assistance? [35.115(a)(11)]</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>
Appendix H4:  

**Elderly Waiver for Relocation**

**Address of Home**

I, __________________________________________________________, the undersigned, choose to remain in my home while rehabilitation work is being performed by ____________________ or its agents or contractors.

I have made this choice having read, understood, and agreed to the following:

1. I certify that I am at least 62 years old.
2. I certify that the home at the address stated above was built before 1978.
3. I acknowledge that (i) I have received the pamphlet “Protect Your Family from Lead in Your Home” and (ii) I am aware of the health hazards that are posed by lead-based paint.
4. I acknowledge that I have been given a description of work by ____________________ or its agents or contractors.
5. I agree that I may stay in my home but that I may not enter the work area until ____________________ or its designee has certified to me that the job is complete.
6. I understand that (i) during the course of the work, lead hazards may be created in the work area as defined in the description of work and (ii) these hazards must be fixed before its agent or contractor certifies that the job is complete.
7. I certify that no children under age six or women of childbearing age currently live in the home or spend significant amounts of time in the home.
8. I understand that allowing children under age six or women of childbearing age to visit my home while work is being done may pose a risk to their health.
9. I agree to hold harmless the City of Richmond and any of its officers, employees, agents, or volunteers from damages of any type whatsoever to either persons or property, including but by no means limited to damages due to lead poisoning, that may occur at the address stated above arising out of, caused by or resulting from the rehabilitation work. I release, discharge and waive any action, either legal or equitable, that might arise by reason of any action of the City of Richmond or any of its officers, employees, agents, or volunteers during the course of the work.

Signed:

____________________________________  _________________________________
Name Date Name                                        Date
Appendix H5:

**Sample Daily Sign-In Sheet for Lead Based Paint Reduction Activities**

<table>
<thead>
<tr>
<th>Job Site</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Worksheet Preparer:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Total # of Workers on Site:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Workers’ Names</th>
<th>Workers’ Names</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>16</td>
</tr>
<tr>
<td>2</td>
<td>17</td>
</tr>
<tr>
<td>3</td>
<td>18</td>
</tr>
<tr>
<td>4</td>
<td>19</td>
</tr>
<tr>
<td>5</td>
<td>20</td>
</tr>
<tr>
<td>6</td>
<td>21</td>
</tr>
<tr>
<td>7</td>
<td>22</td>
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<tr>
<td>8</td>
<td>23</td>
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<td>9</td>
<td>24</td>
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<td>10</td>
<td>25</td>
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<td>11</td>
<td>26</td>
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<tr>
<td>12</td>
<td>27</td>
</tr>
<tr>
<td>13</td>
<td>28</td>
</tr>
<tr>
<td>14</td>
<td>29</td>
</tr>
<tr>
<td>15</td>
<td>30</td>
</tr>
</tbody>
</table>

Comments/Concerns:

______________________________________________________

______________________________________________________

______________________________________________________
Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women.

**Address of Unit:**

**Acknowledgement of Receipt of EPA Pamphlet**
I have received a copy of the EPA document: (circle one)

- "Protect Your Family From Lead in Your Home"
- "Renovate Right"

**Name(s):**

**Signature(s):**

**Date:**

**Acknowledgement of Receipt of Lead Hazard Evaluation Reports**

**Completed (circle one):**

- Visual Inspection
- Paint Testing
- Risk Assessment
- Lead Based Paint Assumed

**Summary of Results:**

I have received a summary of the Lead Hazard Evaluation for this unit.

**Name(s):**

**Signature(s):**

**Date:**

**Acknowledgement of Receipt of Lead Hazard Reduction Reports**

**Dates of Reduction:**

**Summary of Lead Hazard Reduction Activities:**

**Components with known lead-based paint that remain where activities were conducted:**

**Date of Clearance Test:**

**Results:**

**Date of Soils Test:**

**Results:**

I have received a copy of the Clearance Test and/or Soils Test for this unit.

**Name(s):**

**Signature(s):**

**Date:**

**Contact person for more information about this Notification**

**Agency Name & Address:**

**Phone:**

**Contact Person:**
Appendix H7: Updated 3/24/09

Instructions for Completing Notification

Housing Built before 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women.

Address of Unit: To be filled out by subrecipient

Acknowledgement of Receipt of EPA Pamphlet
I have received a copy of the EPA document: (circle one) Subrecipient will circle pamphlet

"Protect Your Family From Lead in Your Home" "Renovate Right"

Name(s): To be filled out by occupants
Signature(s): To be filled out by occupants
Date: To be filled out by occupants

Acknowledgement of Receipt of Lead Hazard Evaluation Reports

Lead Hazard Evaluation Completed (subrecipient to circle one): Visual Inspection Paint Testing Risk Assessment Lead Based Paint Assumed

Summary of Results: To be filled out by subrecipient

I have received a summary of the Lead Hazard Evaluation or a copy of the Lead Hazard Evaluation for this unit.

Name(s): To be filled out by occupants
Signature(s): To be filled out by occupants
Date: To be filled out by occupants

Acknowledgement of Receipt of Lead Hazard Reduction Reports

Dates of Reduction: To be filled out by subrecipient
Summary of Lead Hazard Reduction Activities: To be filled out by subrecipient

Components with known lead based paint that remain where activities where conducted: To be filled out by subrecipient

Date of Clearance Test: To be filled out by subrecipient
Results: To be filled out by subrecipient

Date of Soils Test: To be filled out by subrecipient
Results: To be filled out by subrecipient

I have received a copy of the Clearance Test and/or Soils Test for this unit.

Name(s): To be filled out by occupants
Signature(s): To be filled out by occupants
Date: To be filled out by occupants

Contact person for more information about this Notification

Agency Name & Address: To be filled out by subrecipient
Phone: To be filled out by subrecipient
Contact Person: To be filled out by subrecipient
Appendix H8:

**Lead Based Paint Ongoing Maintenance Activities Checklist**

(Reference 24 CFR 35.1355)

- Provide a written notice in the language of the occupants, to the extent feasible, asking them to report deteriorated paint or failed encapsulation or enclosure. Include the contact name, address, and telephone number (HUD recommends that the notice be provided every 12 months or at unit turnover).

- Provide new occupants with the pamphlet “Protect your Family from Lead in Your Home”. Have them sign the Notification that they have received the pamphlet.

- Conduct visual assessments for deteriorating paint, bare soil, and the failure of any lead hazard reduction measures at unit turnover and every 12 months.

- Address deteriorated paint through paint stabilization unless an evaluation shows that paint does not contain lead.

- Repair enclosures or encapsulations using leadsafe work practices.

- Perform other lead hazard reductions, as necessary, using leadsafe work practices.

- If the initial reduction activity required the treatment of soil, identify and treat bare soil.

- Conduct clearance test.

- Provide copies of visual assessment and clearance to occupants. Have them sign the Notification that they have received the documents.

- Submit copies of the visual assessment, clearance test, & Notification to the City of Richmond.

- Maintain copies of proper lead licenses or certifications for individuals involved in ongoing maintenance.
Appendix H9:

**Visual Paint Assessment Form**

**Date of Visual Assessment:** ________________  **Client Name:** ________________

**Address of Housing Unit:** _______________________________________________________________________________________

**Visual Inspection (circle one)**  Pass  Fail  **Reason for Failure:** ________________

<table>
<thead>
<tr>
<th>Room</th>
<th>Paint Condition (circle one)</th>
<th>Location &amp; Type of Problem (see definition below)</th>
<th>Visual Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entry/Foyer</td>
<td>Intact</td>
<td>Fair</td>
<td>Pass</td>
</tr>
<tr>
<td>Living Room</td>
<td>Intact</td>
<td>Fair</td>
<td>Fall</td>
</tr>
<tr>
<td>Dining Room</td>
<td>Intact</td>
<td>Fair</td>
<td>Fall</td>
</tr>
<tr>
<td>Kitchen</td>
<td>Intact</td>
<td>Fair</td>
<td>Fall</td>
</tr>
<tr>
<td>Hall #1</td>
<td>Intact</td>
<td>Fair</td>
<td>Fall</td>
</tr>
<tr>
<td>Hall #2</td>
<td>Intact</td>
<td>Fair</td>
<td>Fall</td>
</tr>
<tr>
<td>Bathroom #1</td>
<td>Intact</td>
<td>Fair</td>
<td>Fall</td>
</tr>
<tr>
<td>Bathroom #2</td>
<td>Intact</td>
<td>Fair</td>
<td>Fall</td>
</tr>
<tr>
<td>Bedroom #1</td>
<td>Intact</td>
<td>Fair</td>
<td>Fall</td>
</tr>
<tr>
<td>Bedroom #2</td>
<td>Intact</td>
<td>Fair</td>
<td>Fall</td>
</tr>
<tr>
<td>Bedroom #3</td>
<td>Intact</td>
<td>Fair</td>
<td>Fall</td>
</tr>
<tr>
<td>Porch</td>
<td>Intact</td>
<td>Fair</td>
<td>Fall</td>
</tr>
<tr>
<td>Exterior</td>
<td>Intact</td>
<td>Fair</td>
<td>Fall</td>
</tr>
<tr>
<td>Other</td>
<td>Intact</td>
<td>Fair</td>
<td>Fall</td>
</tr>
<tr>
<td>Other</td>
<td>Intact</td>
<td>Fair</td>
<td>Fall</td>
</tr>
</tbody>
</table>

**Definitions of Paint Conditions**

**Intact** - Entire surface intact

**Fair** - Deteriorated Paint found on: 2 square feet or less of a large interior surface, 10% or less of the total surface of a small interior surface, or 10 square feet or less of an exterior surface

**Poor** - Deteriorated Paint found on: greater than 2 square feet of an interior surface, greater than 10% of the total surface of a small interior surface, or 10 square feet or more of an exterior surface

**Deteriorated Paint** – HUD defines deteriorated paint as “any interior or exterior paint or other coating that is peeling, chipping, chalking or cracking, or any paint or coating located on an interior or exterior surface or fixture that is otherwise damaged or separated from the substrate.”

**Type of Problem**

- DD = Dust & Debris
- DG = Deteriorated Glazing
- DP = Deteriorated Paint
- DW = Deteriorated Wood
- FP = Friction Problem
- IN = Incomplete Work
- IP = Impact Problem
- PC = Paint Chips
- PP = Peeling Wallpaper
- WD = Water Damage

**Inspector/Risk Assessor print name (required)**  ________________________________

**Inspector/Risk Assessor Signature (required)**  ____________________________________

**License type and number (required)**  __________________________________________
Appendix H10:

**HOPWA Lead Based Paint Requirements**

Lead poisoning harms children. It has been conclusively demonstrated to cause learning disabilities, behavioral problems, reduced IQ, attention deficit disorder, and developmental delays. Young children from low income households are at the greatest risk of exposure. The number one source of lead poisoning is paint in older housing. Nearly 1 in 20 pre-school children in the US suffer from elevated blood lead levels. Preventing children from being exposed to lead based paint hazards is the responsibility of grantees and project sponsors under the HOPWA program.

Research has demonstrated that the greatest hazard is associated with lead dust resulting from deteriorated paint. This dust settles on floors, window sills and other surfaces. Paint repair can generate large amounts of lead dust. This cannot be cleaned up with brooms and lead-contaminated dust is not visible to the naked eye. The changes to the lead based paint requirements reflect the new understanding concerning the hazards of lead dust, require safe work practices for any stabilization or hazard reduction activities and clearance inspection upon completion of activities.

HUD’s lead based paint requirements were changed in 2000 and their applicability to HOPWA housing assistance clearly delineated. The lead based paint requirements can affect much of the housing assistance provided through HOPWA. This fact sheet identifies the HOPWA activities that are subject to the lead based paint requirements and outlines the steps that grantees and project sponsors must take to ensure that HOPWA-assisted housing is lead safe.

**Applicability**

The HOPWA regulations (24 CFR 574.635) state that The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856) apply to activities under the HOPWA program and implementing regulations at part 35, subparts A, B, H, J, K, M, and R of this part apply to HOPWA activities.

The Lead Based Paint regulations (24 CFR PART 35 LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES) cover HOPWA supported tenant based rental assistance, acquisition, leasing, supportive services, operations, project based rental assistance, rehabilitation assistance, and security deposits under sub-parts H, J, K, M.

The Part 35 requirements impose significant obligations on HOPWA grantees and the requirements vary depending on the type of HOPWA assistance received. If lead based paint requirements apply to a HOPWA assisted unit, the most common requirements are to conduct a visual assessment, paint stabilization (if required), conduct a clearance after stabilization is completed, provide notices to occupants, and conducting on-going assessments of paint conditions. The table below fully delineates the lead based paint compliance requirements by type of HOPWA provided assistance.

There are a number of significant exemptions to these requirements which will substantially lessen the impact for HOPWA providers. Exempt projects/properties have no need to comply with the lead based paint requirements. However, in all HOPWA supported activities in which children less than six years of age are present, sponsors should seek to maintain a lead based paint free environment.
### 24 CFR 35.115 Exemptions from Lead Based Paint Requirements

<table>
<thead>
<tr>
<th>All Housing Constructed after 1/1/78</th>
<th>All residential property for which construction was completed on or after January 1, 1978</th>
</tr>
</thead>
<tbody>
<tr>
<td>A zero-bedroom dwelling unit</td>
<td>This includes a single room occupancy (SRO) dwelling unit; If shelters do not provide separate bedrooms, they are exempt under the zero bedroom exemption</td>
</tr>
<tr>
<td>Emergency rental assistance or foreclosure prevention assistance up to 100 days</td>
<td>This exemption for a dwelling unit expires no later than 100 days after the initial payment of assistance - the exemption applies to the unit and the length of time the unit receives HUD assistance</td>
</tr>
<tr>
<td>For Tenant Based Rental Assistance (Sub-part M), applies only if child under 6 is present</td>
<td>Lead based paint requirements apply only to dwelling units occupied or to be occupied by families or households that have one or more children of less than 6 years of age, common areas servicing such dwelling units, and exterior painted surfaces associated with such dwelling units or common areas; If the designated party knows that the family includes a pregnant woman, the regulation applies</td>
</tr>
<tr>
<td>Housing for the elderly or a residential property designated exclusively for persons with disabilities</td>
<td>This exemption shall not apply if a child less than age 6 resides or is expected to reside in the dwelling unit (see definitions of “housing for the elderly” and “expected to reside” in 24 CFR 35.110).</td>
</tr>
</tbody>
</table>

Lead based paint requirements differ according to the type of assistance provided through HOPWA. The table below summarizes lead based paint compliance requirements by the key types of HOPWA support.

### Lead Based Paint Compliance Requirements by Type of HOPWA Assistance

<table>
<thead>
<tr>
<th>HOPWA Assistance</th>
<th>Lead Based Paint Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Short Term Supported Housing, up to 60 days of assistance in a 6 month period</td>
<td>Exempt from compliance – provided the 100 day limit is not exceeded. The 100 day period applies to the unit and not the household so if the same unit is used for multiple households and the use of the unit for HOPWA assistance will exceed 100 days, it would need to meet the requirements under Sub-Part K</td>
</tr>
<tr>
<td>Short term rent mortgage and utility assistance (STRMU)</td>
<td>Provided the assistance does not exceed 100 days, it is exempt as emergency rent or mortgage assistance. The requirement is linked to the unit so if the household will be receiving assistance that will extend for longer than 100 days, the Sub-Part K requirements must be met. The 100 day period is cumulative so if the same housing unit will receive STRMU assistance in multiple program years so that over 100 days of assistance is received, then Sub-Part K requirements apply.</td>
</tr>
<tr>
<td>Permanent Housing Placement Assistance</td>
<td>This provides security deposits and other assistance for units where on-going residency is expected. Since the residency would be expected to exceed 100 days, the Sub-Part K requirements apply.</td>
</tr>
<tr>
<td>Operating support</td>
<td>Projects providing operating support to housing through HOPWA must meet the Sub-Part K requirements.</td>
</tr>
<tr>
<td>Supportive Services</td>
<td>Programs that provide services such as medical care, education, or food service are not considered housing assistance programs and are not covered by the regulation. HUD recommends that efforts be made to assure that facilities providing these types of support services are lead-safe, if they are frequented by children</td>
</tr>
</tbody>
</table>
Review of lead based paint compliance requirements based on type of HOPWA assistance received

As noted above, the lead based paint compliance requirements are based on the type and amount of assistance provided through HOPWA. In addition to specifying how lead based paint is to be inspected for and remediated, the requirements also include providing notifications to affected households, following up and coordinating with public health agencies when housing is provided to children who have elevated levels of lead in their bloodstream. The requirements associated with the different sub-parts of the lead based paint regulations, along with the HOPWA program components to which they apply are presented in the table below. The steps that must be taken to comply with the requirements are discussed after the table. [Note if using this in electronic format (recommended) the included links will bring you to the source documents.]

<table>
<thead>
<tr>
<th>Part 35 Regulations Sub-Part</th>
<th>Applies to HOPWA Activity:</th>
<th>Compliance for Housing Constructed Prior to 1978 Requires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenant based rental assistance</td>
<td>If the assisted household contains children less than six years of age, then the Sub-Part M requirements must be met</td>
<td></td>
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<tr>
<td>Project based rental assistance</td>
<td>Sub-Part H applies; note there are differing requirements based on the amount of annual support; less than $5,000/unit/year and greater than $5,000/unit/year.</td>
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</tr>
<tr>
<td>Rehabilitation assistance</td>
<td>Sub-Part J applies; requirements vary depending on dollar amount of rehabilitation support: under $5,000/unit, between $5,000 and $25,000/unit and over $25,000/unit. The higher the amount of rehab support, the more stringent the lead based paint requirements are.</td>
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</tr>
<tr>
<td>Part 35 Regulations Sub-Part</td>
<td>Applies to HOPWA Activity:</td>
<td>Compliance for Housing Constructed Prior to 1978 Requires</td>
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</tbody>
</table>
| **K**                     | Operating support to facility based projects; STRMU assistance in excess of 100 days; Permanent housing placement if the housing is expected to be occupied in excess of 100 days | Provision of Pamphlet  
Visual Assessment  
Paint Stabilization using safe work practices (before occupancy of a vacant unit, or if occupied, upon receipt of federal assistance)  
Clearance  
Provision of Notice of hazard reduction activity and clearance results to occupants  
Ongoing Lead-Based Paint Maintenance |
| **M**                     | Tenant Based Rental Assistance  
ONLY APPLIES IF A CHILD UNDER 6 YEARS WILL OCCUPY UNIT | Units Occupied/To Be Occupied By A Family With a Child Under Age Six:  
Provision of Pamphlet by the owner  
Visual Assessment by the designated party during initial and periodic inspections  
Paint Stabilization using safe work practices before occupancy or, if unit is already occupied, within 30 days after Visual Assessment report  
Clearance by the designated party  
Provision of Notice of hazard reduction activity, including clearance results, to occupants  
Ongoing Lead-Based Paint Maintenance |
|                           | ADDITIONAL TBRA REQUIREMENT TO COMMUNICATE WITH DEPARTMENT OF HEALTH WITH REGARD TO CHILDREN WITH ELEVATED BLOOD LEAD LEVEL | Ongoing Requirement of Tenant-Based Rental Assistance Programs:  
Report to the public health department an updated list of the addresses of units receiving assistance (at least quarterly)  
At least quarterly, attempt to obtain from the public health department a list of the names and/or addresses of children under the age of six with an identified EIBLL; match the EIBLL list with the rental assistance program's list (unless the public health department makes this comparison), and respond to the matches of any EIBLL children who live in units receiving assistance. |
|                           | **Note: designated party = HOPWA grantee** |
| **H**                     | Project Based Rental Assistance – Annual federal assistance per year is less than $5,000/unit/year | Provision of Pamphlet  
Visual Assessment (during initial and periodic inspections)  
Paint Stabilization using safe work practices  
Clearance  
Provision of Notice of hazard reduction activity and results to occupants  
Ongoing Lead-Based Paint Maintenance |
|                           | Project Based Rental Assistance – Annual federal assistance in excess of $5,000/unit/year | Provision of Pamphlet  
Ongoing Lead-Based Paint Maintenance between September 15, 2000 and the completion of a risk assessment  
Risk Assessment (must be completed in pre-1960 |
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<thead>
<tr>
<th>Part 35 Regulations Sub-Part</th>
<th>Applies to HOPWA Activity:</th>
<th>Compliance for Housing Constructed Prior to 1978 Requires</th>
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<tr>
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<td>construction by September 17, 2001, and in 1960-1978 construction by September 15, 2003) Provision of Notice of the results of the risk assessment to occupants Interim Controls using safe work practices to treat hazards identified in the risk assessment Clearance Provision of Notice of hazard reduction activity and results to occupants Ongoing Lead-Based Paint Maintenance immediately subsequent to risk assessment unless all lead-based paint has been removed Reevaluation</td>
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<tr>
<td>J</td>
<td>Rehabilitation of existing structures $5,000/unit or less in Federal rehab expenditures</td>
<td>Provision of Pamphlet Determine Whether to Evaluate or Presume If Evaluate: Test paint on all surfaces to be disturbed by rehab Provision of Notice to occupants of the results of the paint test Use safe work practices while working on surfaces which contain lead-based paint Repair paint on surfaces where lead-based paint has been identified and was disturbed during rehab Clearance of the work area If Presume: Presume lead-based paint present Provision of Notice to occupants of presumption of the presence of lead-based paint and LBP hazards Use safe work practices on all surfaces disturbed by rehab work Repair paint on all surfaces disturbed by rehab Clearance of the work area Provision of Notice of hazard reduction activity, including clearance results, to occupants Ongoing Lead-Based Paint Maintenance required after rehab of a rental property using HOME or CILP funds Record Keeping</td>
</tr>
<tr>
<td>J</td>
<td>Rehabilitation of existing structures, more than $5,000/unit in Federal rehab assistance but less than $25,000</td>
<td>Provision of Pamphlet Determine Whether to Evaluate or Presume Evaluate Test paint on all surfaces to be disturbed by rehab Risk Assessment in assisted unit, in common areas, and on exterior surfaces Provision of Notice to occupants of the results of the paint test</td>
</tr>
<tr>
<td>Part 35 Regulations Sub-Part</td>
<td>Applies to HOPWA Activity:</td>
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<td>test and risk assessment</td>
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<td>Interim Controls on identified hazards and hazards</td>
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<td>created by rehab, using safe work practices</td>
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<td>Clearance of the unit</td>
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<td>Presume lead-based paint and lead-based paint hazards</td>
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<td>Provision of Notice to occupants of presumption of the</td>
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<td>presence of lead-based paint and LBP hazards</td>
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<td>Standard Treatments throughout the unit, using safe</td>
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<td>Clearance of the unit</td>
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<td>Provision of Notice of hazard reduction activity, including</td>
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<td>clearance results, to occupants</td>
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<td>J</td>
<td>Rehabilitation of existing structures with more than $25,000/unit in federal rehab assistance</td>
<td>Provision of Pamphlet</td>
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<td>Determine Whether to Evaluate or Presume</td>
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<td>Evaluate</td>
<td>Test Paint on all surfaces to be disturbed by rehab</td>
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<td>Provision of Notice to occupants of the results of the paint test and risk assessment</td>
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<td>Risk Assessment in assisted unit, in common areas, and on exterior surfaces</td>
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<td>Abatement of identified lead-based paint hazards and hazards created by rehab</td>
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<td>Interim Controls using safe work practices permitted on exterior surfaces not disturbed by rehab</td>
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<td>Clearance of the unit, including an abatement report</td>
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<td>Presume lead-based paint</td>
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<td>Provision of Notice to occupants of presumption of the presence of lead-based paint and LBP hazards</td>
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<td>Abatement of the surfaces disturbed by rehab and deteriorated, friction, impact, and chewable surfaces</td>
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<td>Interim Controls using safe work practices permitted on exterior surfaces not disturbed by rehab</td>
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<td>Clearance of the unit, including an abatement report</td>
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<td>Provision of Notice of hazard reduction activity, including clearance results, to occupants</td>
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<td>Record Keeping</td>
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</table>
The most common requirements, if a HOPWA assisted unit is found to be subject to the lead based paint requirements, are:

- **Visual Assessment** which means looking for:
  - (1) Deteriorated paint;
  - (2) Visible surface dust, debris and residue as part of a risk assessment or clearance examination; or
  - (3) The completion or failure of a hazard reduction measure.

A self-training module to acquire the skills necessary to conduct a visual assessment is available online at the HUD website; the course can be completed in less than one hour. Individuals who conduct housing quality inspections for HOPWA assisted units should, at a minimum, complete the self-training module.

- **Provision of pamphlet**
  - Provided to tenants in each occupied unit that is subject to the requirements under Part 35
  - A printed, color version of the pamphlet, “Protect Your Family From Lead In Your Home,” can be purchased from the U.S. Government Printing Office ($24.00 for packages of 50) by calling 1-202-512-1800 (this is a toll call). The GPO stock number is 055-000-00507-9. [Check for the Spanish version stock number.] Individual copies of the printed, color version, in either English or Spanish (“Proteja a Su Familia del Plomo en Su Casa”), can be obtained at no cost from the National Lead Information Center at 1-800-424-LEAD. The Center also has a black and white version that can be photocopied.

- **Paint Stabilization**
  - Repairing any physical defect in the substrate of a painted surface that is causing paint deterioration, removing loose paint and other material from the surface to be treated, and applying a new protective coating or paint.
  - Paint stabilization must be performed using ‘safe work practices’.

- **Safe Work Practices** new requirement in 9-15-2000 regulations
  - Includes occupant protection, worksite containment, using specialized cleaning methods, products and devices, and not using prohibited methods.
  - 24CFR 35.1350 Safe work practices.

- **Clearance** new requirement in 9-15-2000 regulations
  - An activity conducted following lead-based paint hazard reduction activities to determine that the hazard reduction activities are complete and that no soil-lead hazards or settled dust-lead hazards, as defined in this part, exist in the dwelling unit or worksite. The clearance process includes a visual assessment and collection and analysis of environmental samples. Dust-lead standards for clearance are found at Sec. 35.1320.
  - 24 CFR 35.1340 Clearance.

- **Notice**
  - Communicates the results of the evaluation of paint and/or hazards, a decision to presume the presence of lead-based paint or LBP hazards, or the completion of lead hazard reduction, including the results of clearance.
o Only required where paint stabilization or other hazard reduction has been undertaken. If assessment does not determine need for stabilization, then notice is not required.

- **Ongoing Lead Based Paint Maintenance**
  o Conducting a visual assessment for deteriorated paint, bare soil, and the failure of any previous hazard reduction measures at unit turnover and every twelve months thereafter; paint stabilization; treatment of contaminated bare soil; safe work practices when work disturbs lead-based paint greater than de minimis; repair of failed lead hazard control measures; clearance testing after all repairs, abatement, or hazard control activities; and the solicitation of occupant reports of deteriorated paint or failed lead hazard control work.
  o Ongoing lead-based paint maintenance is required only when there is a continuing, active programmatic relationship for more than one year between the property and the federally funded program, such as continuing financial assistance, ownership, or periodic inspections or certifications.

- **Responsibilities of owners and grantees under Tenant Based Rental Assistance**
  o Grantee responsibilities (may be delegated to project sponsors):
    ▪ Conducting a visual assessment prior to initial occupancy and at annual re-inspections of TBRA assisted units
    ▪ If paint stabilization or other hazard reduction activity has taken place, conducting a clearance inspection
  o Owner’s responsibilities:
    ▪ Performing paint stabilization or other hazard reduction activity
    ▪ Providing notice of clearance if the activity has taken place

**Additional Requirements for HOPWA Grantees:**

*24 CFR 35.170 Noncompliance with the requirements of subparts B through R of 24 CRF Part 35.* A designated party (HOPWA grantee) who fails to comply with any requirement of subparts B, C, D, F through M, and R of Part 35 shall be subject to the sanctions available under the relevant Federal housing assistance or ownership program and may be subject to other penalties authorized by law.

Sec. 35.175 *Records.*

The Grantee shall keep a copy of each notice, evaluation, and clearance or abatement report required by subparts C, D, and F through M of Part 35 for at least three years. Those records applicable to a portion of a residential property for which ongoing lead-based paint maintenance and/or reevaluation activities are required shall be kept and made available for the Department’s review, until at least three years after such activities are no longer required.

For more information regarding HOPWA and lead based paint requirements, please visit:
- The On-Line Guide to HUD’s Lead Based Paint Regulation: [http://www.centerforhealthyhousing.org/1012/index.htm](http://www.centerforhealthyhousing.org/1012/index.htm)
- The on-line resource for HOPWA information: [http://hudhre.info/](http://hudhre.info/)
- HOPWA’s home page on the HUD Website: [http://www.hud.gov/offices/cpd/aidshousing/index.cfm](http://www.hud.gov/offices/cpd/aidshousing/index.cfm)
Appendix II: Blank Item Plan

2010-2011 City of Richmond Item Plan for Use of Entitlement Funds

Project Name    Sub-Recipient Name

Item Manager Name    DECD Project Manager Name

Grant Type:       ___CDBG ___HOME ___ESG ___HOPWA

Date of Original:  July 1, 2010

Date of Revision:  

I. Project Description

II. Funding Allocation for 2010-2011

<table>
<thead>
<tr>
<th>Activity Account No.</th>
<th>Activity Name</th>
<th>Approved Budget</th>
<th>Approved Carryover</th>
<th>Additional Allocation</th>
<th>Revised Total</th>
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PROJECT TOTAL:

DECD Project Manager _______ DECD Grant Administrator_______ Item Manager______
DECD Principal Planner _______ City Agency Director ___________ Finance_________
III. Activity Information

1. HUD Activity Category:
   
   Account #: 
   
   Amount: 
   
   Objective: 

   Project Details: 

   Revised Evaluation Criteria and Outcomes:

<table>
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<tr>
<th>Quarter 1</th>
<th>Quarter 2</th>
<th>Quarter 3</th>
<th>Quarter 4</th>
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</table>

   Revised Activity Expenditures: 

2. HUD Activity Category:
   
   Account #: 
   
   Amount: 
   
   Objective: 

   Project Details: 

   Evaluation Criteria and Outcomes:

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<tr>
<th>Quarter 1</th>
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<th>Quarter 3</th>
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   Activity Expenditures: 

IV. Crime Prevention Reduction:
### Activity 1:

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<td><strong>$ -</strong></td>
<td><strong>$ -</strong></td>
<td><strong>$ -</strong></td>
</tr>
</tbody>
</table>

### Subtotals of Line Items

<table>
<thead>
<tr>
<th>Description</th>
<th>Approved Budget</th>
<th>Prior Year Balance</th>
<th>Total</th>
<th>Revised Total 1</th>
<th>Revised Total 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Personnel Costs</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Total Supplies Costs</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Total Other</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Total Land-Bldg-Equip</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>$ -</strong></td>
<td><strong>$ -</strong></td>
<td><strong>$ -</strong></td>
<td><strong>$ -</strong></td>
<td><strong>$ -</strong></td>
</tr>
</tbody>
</table>
Appendix I2: Sample Item Plan

2010-2011 City of Richmond Item Plan for Use of Entitlement Funds

City Neighborhood Revitalization ___________ ABC Non-profit ___________
Project Name ___________________________ Sub-Recipient Name ___________

Jane Smith ___________________________ Daniel Mouer ___________
Item Manager Name ____________________ DECD Project Manager Name ___________

Grant Type: __X__ CDBG __HOME __ESG __HOPWA

Date of Original: July 1, 2010

Date of Revision: ______

I. Project Description

During FY 2010-11, ABC non-profit will acquire three (3) properties for rehabilitation and final sale to first time homebuyers in the City neighborhood.

II. Funding Allocation for 2010-2011

<table>
<thead>
<tr>
<th>Activity Account No.</th>
<th>Activity Name</th>
<th>Approved Budget</th>
<th>Approved Carryover</th>
<th>Additional Allocation</th>
<th>Revised Total</th>
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<tbody>
<tr>
<td>4357-2929-8501</td>
<td>Acquisition SBA</td>
<td>$24,000</td>
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<tr>
<td>4357-2929-8502</td>
<td>Disposition LMA</td>
<td>$10,500</td>
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<tr>
<td>4357-2929-8515</td>
<td>Rehabilitation LMA</td>
<td>$105,000</td>
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<td>4357-2929-8540</td>
<td>Disposition SBA</td>
<td>$4,500</td>
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<tr>
<td>4357-2929-8543</td>
<td>Rehabilitation SBA</td>
<td>$45,000</td>
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</table>

PROJECT TOTAL: $245,000

DECD Project Manager ______ DECD Grant Administrator _______ Item Manager _______
DECD Principal Planner ______ City Agency Director _______ Finance _______
### Contract and Subcontract Activity

**U.S. Department of Housing and Urban Development**

**OMB Approval No.: 2577-0388 (exp. 06/30/2004)**

**2582-0355 (exp. 10/31/2004)**

Public Reporting Burden for this collection of information is estimated to average .50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required by law. You are not required to respond to this form unless it displays a currently valid OMB Control Number.

Executive Order 12862, dated July 14, 1993, directs Federal Agencies to conduct, within their respective jurisdictions, minority business development plans. This form is used by HUD to gather and evaluate MBE activities across the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the information to provide guidance and oversight for programs for the development of minority enterprises dealing with Minority Business Development. If the information is collected, HUD will not be able to establish meaningful MBE goals or evaluate MBE performance against these goals.

Privacy Act Notice: The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by law.

#### 1. Grantor/Project Owner/Developer/Other/Agency

<table>
<thead>
<tr>
<th>PHA</th>
<th>Location City, State, Zip Code</th>
</tr>
</thead>
</table>

#### 2. Name of Contact Person

<table>
<thead>
<tr>
<th>Phone Number (Including Area Code)</th>
<th>Reporting Period</th>
<th>Program Data (not applicable for GPO programs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oct. 1 - Sept. 30 (Annual-FY)</td>
<td></td>
<td></td>
</tr>
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</table>

#### 3. Contact/Subcontractor Name and Address

<table>
<thead>
<tr>
<th>Name</th>
<th>Street</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
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</thead>
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#### 4. Type of Trade Codes:

<table>
<thead>
<tr>
<th>Type of Trade Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 = New Construction</td>
<td></td>
</tr>
<tr>
<td>2 = Subcontractor (or other identification of property, workmanship, or labor, etc.)</td>
<td></td>
</tr>
<tr>
<td>7 = Type of Contract or Subcontract</td>
<td></td>
</tr>
<tr>
<td>7b = Type of Trade Code</td>
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</tbody>
</table>

#### 5. Racial/Ethnic Codes:

<table>
<thead>
<tr>
<th>Racial/Ethnic Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 = White Americans</td>
<td></td>
</tr>
<tr>
<td>2 = Black Americans</td>
<td></td>
</tr>
<tr>
<td>3 = Native Americans</td>
<td></td>
</tr>
<tr>
<td>4 = Hispanic Americans</td>
<td></td>
</tr>
<tr>
<td>5 = Asian/Pacific Americans</td>
<td></td>
</tr>
<tr>
<td>6 = Other</td>
<td></td>
</tr>
</tbody>
</table>

#### 6. Program Codes (Complete for Housing and Public and Public Housing programs only):

<table>
<thead>
<tr>
<th>Program Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 = All insured, including Section 8</td>
<td></td>
</tr>
<tr>
<td>5 = Section 8</td>
<td></td>
</tr>
<tr>
<td>5a = Flexibility subsidy</td>
<td></td>
</tr>
<tr>
<td>6 = HUD-HUD (Management)</td>
<td></td>
</tr>
<tr>
<td>7 = Public/Urban Housing</td>
<td></td>
</tr>
<tr>
<td>4 = Insured (Management)</td>
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</tr>
</tbody>
</table>

Previous editions are obsolete.
This report is to be completed for public and Indian housing and most community development programs. Form HUD-00992 is to be completed for all other HUD programs including State administered community development programs under Section 3.

A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area or nonmetropolitan county, including a business concern that is 51 percent or more owned by one or more of the low- or very-low-income residents, in which case the low or very-low-income residents own a substantial interest in the business concern.

Contracts/subcontracts are only one contract/contract activity. Therefore, contracts/subcontracts are only one contract/contract activity only one time on each report for each term. Form HUD-00992 is to be completed for all other HUD programs including State administered community development programs under Section 3.

A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area or nonmetropolitan county, including a business concern that is 51 percent or more owned by one or more of the low- or very-low-income residents, in which case the low or very-low-income residents own a substantial interest in the business concern.

The terms “low-income persons” and “very-low-income persons” have the same meanings as defined in section 502(b)(5) of the United States Housing Act of 1937.

The term “low-income persons” means families with incomes that do not exceed 80 percent of the median income for the area, as determined by the Secretary for the purpose of this report.

The terms “very-low-income persons” means families with incomes that do not exceed 50 percent of the median income for the area, as determined by the Secretary for the purpose of this report.

Submit two (2) copies of this report to your local HUD Office within ten (10) days after the end of the reporting period you checked in Item 4 on the form.

Complete item 7b. only once for each contract/subcontractor on each semi-annual report.

Enter the prime contractor’s ID in Item 7b. for all contracts and subcontracts. Include only contracts executed during this reporting period. PHA/IAAs are to report all contracts/subcontracts.

Public Housing and Indian Housing Programs

PHAs/IAAs are to report all contracts/subcontracts. Include only contracts executed during this reporting period.

Project Owner: Enter the name of the unit of government, agency, or mortgagee entity submitting this report. Check box as appropriate.

Contact Person: Same as Item 3 under CD Programs.

Reporting Period: Check only one period.

Program Code: Enter the appropriate program code.

Contractor Identification (ID) Number: Same as Item 7d. under CD Programs.

Business Name/Address/Number: Same as Item 7d. under CD Programs.

Woman-Owned Business: Enter Yes or No.

Subcontractor Identification (ID) Number: Same as Item 7d. under CD Programs.

Section 3 Contractor: Enter Yes or No.

Subcontractor Identification (ID) Number: Same as Item 7d. under CD Programs.

Section 3 Contractor: Enter Yes or No.

Contractor/Subcontractor Name and Address: Same as Item 7b. under CD Programs.

Previous sections are outlined.
Section 3 Summary Report
Economic Opportunities for Low- and Very Low-income Persons
U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E**</th>
<th>F*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Job Category</td>
<td>Number of New Hires</td>
<td>Number of New Hires that are Sec.3 Residents</td>
<td>% of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents</td>
<td>% of Total Staff Hours for Section 3 Employees and Trainees</td>
</tr>
<tr>
<td></td>
<td>Professionals</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Technicians</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Office/Clerical</td>
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<tr>
<td></td>
<td>Construction by Trade (List)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Trade</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Trade</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other (List)</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Program Codes
1 = Flexible Subsidy
2 = Selection 202/811
3 = Public/Indian Housing
4 = Homeless Assistance
5 = HOME
6 = CDBG-Entitlement
7 = CDBG-State Administered
8 = Other CD Programs
9 = Other Housing Programs

Appendix I4: Updated 3/24/09

HUD Field Office:
Part II: Contracts Awarded

1. Construction Contracts:
   A. Total dollar amount of all contracts awarded on the project $  
   B. Total dollar amount of contracts awarded to Section 3 businesses $  
   C. Percentage of the total dollar amount that was awarded to Section 3 businesses %  
   D. Total number of Section 3 businesses receiving contracts

2. Non-Construction Contracts:
   A. Total dollar amount of all non-construction contracts awarded on the project/activity $  
   B. Total dollar amount of non-construction contracts awarded to Section 3 businesses $  
   C. Percentage of the total dollar amount that was awarded to Section 3 businesses %  
   D. Total number of Section 3 businesses receiving non-construction contracts

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

___ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.

___ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.

___ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.

___ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.

___ Other; describe below.

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u., mandates that the Department ensure that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool. The data is entered into a data base and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.
Form HUD-60002, Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.

**Instructions:** This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any public and Indian Housing programs that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to recipients of housing and community development assistance in excess of $200,000 expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to contracts and subcontracts in excess of $100,000 awarded in connection with the Section 3-covered activity.

Form HUD-60002 has three parts which are to be completed for all programs covered by Section 3. Part I relates to employment and training. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F) or the number of new hires utilized on the Section 3 covered project (columns B, C and F). Part II of the form relates to contracting, and Part III summarizes recipients’ efforts to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit two copies of this report to the local HUD Field Office. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. ** Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.**

**HUD Field Office:** Enter the Field Office name forwarding the Section 3 report.

1. **Recipient:** Enter the name and address of the recipient submitting this report.
2. **Federal Identification:** Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
3. **Dollar Amount of Award:** Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
4 & 5. **Contact Person/Phone:** Enter the name and telephone number of the person with knowledge of the award and the recipient’s implementation of Section 3.
5. **Reporting Period:** Indicate the time period (months and year) this report covers.
6. **Date Report Submitted:** Enter the appropriate date.
7. **Program Code:** Enter the appropriate program code as listed at the bottom of the page.
8. **Program Name:** Enter the name of the HUD Program corresponding with the “Program Code” in number 8.

**Part I: Employment and Training Opportunities**

**Column A:** Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e., supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of “Other” includes occupations such as service workers.

**Column B:** Enter the number of new hires for each category of workers identified in Column A in connection with this award. New Hire refers to a person who is not on the contractor’s or recipient’s payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

**Column C:** Enter the number of Section 3 new hires for each category of workers identified in Column A in connection with this award. Section 3 new hires refers to a Section 3 resident who is not on the contractor’s or recipient’s payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

**Column D:** Enter the percentage of all the staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

**Column F:** Enter the number of Section 3 residents that were employed and trained in connection with this award.

**Part II: Contract Opportunities**

**Block 1:** Construction Contracts

**Item A:** Enter the total dollar amount of all contracts awarded on the project/program.

**Item B:** Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

**Item C:** Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

**Item D:** Enter the number of Section 3 businesses receiving awards.

**Block 2:** Non-Construction Contracts

**Item A:** Enter the total dollar amount of all contracts awarded on the project/program.

**Item B:** Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

**Item C:** Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

**Item D:** Enter the number of Section 3 businesses receiving awards.

**Part III: Summary of Efforts - Self-explanatory**

Submit two (2) copies of this report to the HUD Field Office of Fair Housing and Equal Opportunity, Program Operations and Compliance Center Director, at the same time the performance report is submitted to the program office. For those programs where such a report is not required, the Section 3 report is submitted by January 10. Include only contracts executed during the reporting period specified in item 8.

**PHAs/HAs are to report all contracts/subcontracts.**

- The terms “low-income persons” and “very low-income persons” have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. **Low-income persons** mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary’s findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. **Very low-income persons** mean low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of unusually high or low family incomes.
Appendix 15: Section 3 Eligibility for Preference

CITY OF RICHMOND, VA

ELIGIBILITY FOR PREFERENCE

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

I, ____________________________, a, a legal resident of the ____________________________ and meet the income eligibility guidelines for a low- or very-low-income person that's published on the reverse.

My permanent address is: ____________________________

__________________________________________

I have attached the following documentation as evidence of my status:

___Copy of lease  ___Copy of receipt of public Assistance

___Copy of Evidence of participation in a public assistance program.  __Other evidence

_______________________________  ____________________________

Signature

_______________________________  ____________________________

Print Name  Date
Appendix I6: Section 3 Certification for Business

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:

___Copy of resident lease                        ___Copy of receipt of public assistance
___Copy of evidence of participation
     in a public assistance program

For Business entity as applicable:

___Copy of Articles of Incorporation          ___Certificate of Good Standing
___Assumed Business Name Certificate               ___Partnership Agreement
___List of owners/stockholders and
     % ownership of each
___Organization chart with names and titles
     and brief function statement
     ___Additional documentation

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

___List of all current full-time employees          ___List of employee claiming Section 3 status
___PHA/IHA Residential lease less than 3
     years from date of employment
___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 (Business)   Date

Authorizing Name and Signature
(Sponsoring Agency)   Date
INTRODUCTION
The City of Richmond, through its CDBG, HOME, ESG, and Section 108 programs, funds a variety of activities that may displace
low-income tenants and remove low-to-moderate income units. Section 104 (d) regulations focus on the relocation of these displaced
persons and replacing these removed units. Specifically, the regulations stipulate that displaced persons must be offered an array of
relocation services. Low-to-moderate income dwelling units removed through demolition or conversion must be replaced on a one-to-
one basis.

The following is the City of Richmond’s Plan to assure that compliance with Section 104 (d) occurs. The provisions of this plan shall
conform with, and if necessary, be superseded by the provisions in the latest edition of the U. S. Department of Housing and Urban
Development Handbook 1378 “Tenant Assistance, Relocation and Real Property Acquisition Policies Act (URA); 49 CFR 24.2. and
Section 104 (d) Regulations: 24 CFR 570.00 – 507.613. The definitions and standards in those documents shall be the same as in this
plan.

I. Relocation Assistance for Displaced Persons
A. Relocation Benefits (General)
A displaced person shall be provided with relocation assistance at the levels described in accordance with the requirements of 49 CFR
part 24, that contains the government wide regulations of implementing the Uniform Relocation Assistance Act. Of 1970 (URA) (42
U.S.C. 4601-4655). Such assistance shall be undertaken by and paid for from the budget of affected subrecipients. All relocation
activities will be coordinated with and approved by the Housing and Neighborhoods Division and Housing.

B. Relocation Eligibility
1. To qualify as displaced person, a person (family, individual, business, non-profit origination) must first qualify as low-income
and must also move his or her personal property from real property as a result of:
   - The acquisition of written notice of intent to acquire or initiation of negotiations to acquire such real property in whole or in
   part for a federally funded project, or
   - The rehabilitation or demolition of a property with federal funds, or
   - A conversion funded with federal funds. A conversion includes: changing the use of property from residential to non-
   residential or from a low/mod housing unit to a unit at or above the Fair Market Rent (FMR). The HUD Virginia Field
   Office shall determine the FMR.

2. A person can be deemed economically displaced if they remain in a unit that is converted with federal funds and the rents are raised
to or above the FMR.

3. A displaced person does not include:
   - A tenant who is evicted for cause based upon serious or repeated violations of material terms of the lease or occupancy
   agreement. The City of Richmond is obliged to determine that this is not used as an excuse to avoid relocation payments,
   - A person who moved into a property after the notice of displacement was given but who was given a notice of pending
   displacement when they moved into the property,
   - A person who is not displaced by a permanent involuntary move,
   - A person who the City, with HUD concurrence, was not displaced as a direct result of acquisition, rehabilitation, demolition,
or rehabilitation funded with federal dollars, and
   - A person who does not qualify as low income.

4. A permanent involuntary move is one caused by federal funding and is a permanent move from real property that is made:
• After notice is given by the City or subrecipient to a property owner to move permanently from the property, or if the move occurs after the request of funds to HUD is made by the City of Richmond for grant, loan, or guarantee funds and they are eventually granted,

• After notice has been given by property owner to tenants to move permanently from the property and the move occurs after the date of submission request for financial assistance by the property owner, or person in control of the site and that assistance is later approved, and

• Before the awarding of funds, if HUD or the City determines the displacement acquisition, rehabilitation, or demolition was directly related to fund activities.

C. Notices

As soon as possible, all tenants who will be affected by the federally funded activity will receive a notice from the subrecipient. A notice is sent using the proper HUD forms (see attachments I A & B). Such notices must include notices to:

• Persons who will not be displaced, and should state that the project is planned and that the person should not move. Such notice will explain that displacement will not occur and also state that additional notices will be provided if displacements were to occur, and

• The persons to be displaced. This notice must explain that the project has been planned and caution them not to move before relocation assistance and advisory services are provided. The notice should explain the financial and relocation assistance and relocation advisory services that are available, that moving will not be necessary until 90 days advance notice is provided, and that they will be located to a comparable replacement dwelling unit. The notice will also include their right to appeal the relocation benefits offered.

D. Forms of General Relocation Assistance

Any displaced person will have the following types of general assistance available to them as provided in Uniform Relocation Act (URA) and in Section 104 (d):

• Advisory Services, including notices, information booklets, explanations of assistance, referrals to comparable housing, and housing counseling,

• Payment for actual reasonable moving and related expenses or a moving expense based on a schedule provided by the HUD Virginia field office,

• Payment of reasonable and necessary cost of any security deposit required to rent a replacement dwelling unit,

• Payment of any credit checks required to rent or purchase the replacement of dwelling units, and

• Reasonable out of pocket costs incurred in conjunction with temporary relocation including moving expenses and increased housing costs if a permanent comparable replacement unit is not available or a person that may not remain in a unit because of a health or safety problem.

E. Comparable Replacement Dwelling

The following rules shall apply to a Comparable Replacement Dwelling to which the tenant must be relocated:

• Any unit must meet all of the criteria of a decent, safe, and sanitary dwelling specified in 49 CFR 24.2 (f),

• To the extent possible, the unit will be inspected by the subrecipient prior to the replacement of a displaced person,

• The unit must be in the same Planning Area of the City, in a location comparable to the unit it is replacing, be free of unreasonable environmental hazards, and posses reasonable site improvements to its size as specified in the Section 104 (d) regulations, and

• The unit must meet the criteria for current availability in Section 104 (d) regulations. To be available, the replacement unit may either be a market rate structure comparable to the unit the tenant vacated, a project-based subsidy unit comparable to the unit the tenant vacated, or an affordable unit with a tenant-based subsidy held by the tenant, and

• The replacement unit must be within the financial means of the displaced person as defined in the Section 104 (3) regulations.

F. Rental Assistance

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The following forms of assistance are available to those displaced persons who wish to continue to rent.

- A displaced person must be offered rental assistance equal to 42 times the amount obtained by subtracting the total tenant payment from the lesser of:
  - The monthly rent and estimated average monthly cost of utilities for a comparable replacement dwelling; or
  - The monthly rents and estimated average monthly cost of tenant rent and utilities for the decent, save, and sanitary replacement dwelling to which the person relocates

II. ONE-FOR-ONE REPLACEMENT

A. Criteria for the Units to be replaced

Units that meet all of the following criteria must be replaced:

- The rent of the unit was at or below Fair Market Rent. Before demolition or conversion, the market rent including utilities did not exceed for fair market rents established by HUD for the Section 8 Housing Program. It will be assumed that the unit is below FMR, if no documentation on rents is available.
- The unit is either occupied or is a vacant occupiable unit. To qualify as a vacant occupiable unit, it must simply have been occupied within the previous three months.
- The unit will be demolished, rehabilitated and converted to a rental unit at or above the FMR, or converted to non-residential use.

B. Qualifying Replacement Units

Qualifying low to moderate income replacement units must meet all of the following criteria:

- Replacement units must be located within the City of Richmond and shall be in the same Planning Area of the City as converted or demolished units.
- The number of replacement bedrooms must at least equal the number removed. The units must be sufficient in number and sizes to house no fewer than the number of those who could have been housed in those units, which were demolished or converted. The number of occupants in each unit shall be determined by the housing occupancy codes of the City of Richmond.
- The grantee may not replace those units with smaller units, unless the grantee (before committing funds) has provided information to citizens and HUD demonstrating that the proposed replacement is consistent with the housing needs of lower income household in the City as determined in the priorities in the Consolidated Plan.
- Replacement units must be in standard condition. Replacement units may include inputs that have been raised from substandard to standard condition, if one was displaced because of a federally funded activity and the building was vacant for at least three months before the an agreement between the subrecipient and the owner. The rehabilitation of occupied units will not be counted towards replacement.
- Rental Assistance shall not exceed $5,250 unless the rental assistance amount (as determined in the previous section) exceeds that amount.
- A lower income tenant that intends to remain in a project must receive the offer of a suitable unit, which can be rented at an affordable price. Receiving the same unit at the same rent shall be deemed to be providing a suitable unit at an affordable price even if the percentage income going towards rent is high. Failure to provide an offer of a suitable unit at an affordable price will result in the economic displacement and the availability of full tenant benefits.
- The City of Richmond or its subrecipient has the option to offer all or a portion of this rental assistance through Section 8 Certificate or housing voucher, if it is available under the Section 8 preference requirements and the City provides referral to comparable replacement dwelling units where the owner is willing to participate in the Section 8 Existing Housing Program. If a person then refuses Section 8 assistance, the City of Richmond has satisfied the Section 104 (d) replacement housing assistance requirements. In such a case, the dispelled person may seek Uniform Relocation housing assistance.
- If a tenant provided a housing voucher and rent utility cost for the replacement dwelling (actual or comparable, whichever is less costly) exceeds the payment standard, the tenant will qualify for cash rental assistance in addition to the Section 8 assistance to cover the gap.
- Cash rental assistance (at the discretion of the City of Richmond) may be provided in either a lump or in installments. The amount of cash rental assistance to be provided is based on a one-time calculation. The payment is not adjusted to reflect subsequent changes in a person income, rent utility cost, family size or place of residence.
- A comparable replacement dwelling unit must be provided.
C. Purchase Assistance

- If a qualifying displaced low-to-moderate income person purchases an interest in a housing cooperative or mutual housing association, and occupies a decent, safe, and sanitary dwelling in a cooperative or association, the person may elect to receive a lump sum payment. The lump sum payment shall be equal to be capitalized value of 42 monthly installments of the amount that is obtained by subtracting the Total Tenant Payment from the monthly rent and estimated average monthly cost of utilities for a comparable replacement dwelling unit.

- Replacement units must be completed within a four-year time period of the demolition on conversion. Units must be available for occupancy one year prior to conversion or demolition and ending three years afterwards.

- The units must remain affordable to low-to-moderate income households for period of ten years after the agreement between the subrecipient and property owners. Replacement units may include substantially rehabilitated units, new units, existing housing which is granted Section 8 vouchers, and public housing.

D. Initial Reporting on Demolition or Conversion

- Information on all units removed through demolition or conversion will be submitted to the Housing and Neighborhoods Division and Housing at the beginning of the development process.

- After receiving the information, the division will determine those properties that meet the criteria for replacement.

- The division will prepare a report on the loss of units and submit it to HUD. In the report, they will identify the demolished units that require replacement and the number of bedrooms per unit. The report will include a map(s) of the properties to be demolished or converted and a time schedule for completion.

- A list of properties requiring replacement will be published in a newspaper of general circulation. The information will be made available for public inspection in room 501 of City Hall.

- After completion of the list of properties, the demolition documentation requirements of the demolition may proceed. None of the subrecipients will permit a contract for conversion or demolition to proceed until the notification procedures have been completed.

E. Reporting on Replacement

As soon as information is available on units that are being demolished or converted, it will be forwarded to the Virginia HUD office and advertised in a newspaper of general circulation. The City will compile a report of all completed removals and replacements on a quarterly basis for the entire year the report will include:

- Maps of each planning area of the City showing units to be replaced,

- A list of the addresses of each unit that meet the criteria for replacement and the number of units and bedrooms at each address by planning area,

- A list of the addresses, unit number, and of bedrooms of the replacement unit in each planning area, and

- A total of the number of units lost and replaced and organized by the planning area and unit size.

In the quarterly and annual reports, the City will conduct an analysis of removed and replaced units that include the following:

- A description of each project that removes or replaces buildings

- Evidence that replacement projects will be used for low-to-moderate income persons for a period of ten years

- Justification of larger units that are being replaced with smaller units (or vise versa) if this is consistent with the Consolidated Plan

- A matching of lost units with replacement units or replacement units (quarterly and annually) for each of the planning districts. To the extent possible, this analysis will match like units with like units
CIRCULAR A-110
VISED 11/19/93, As Further Amended 9/30/99)

TO THE HEADS OF EXECUTIVE DEPARTMENTS AND ESTABLISHMENTS

SUBJECT: Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

1. Purpose. This Circular sets forth standards for obtaining consistency and uniformity among Federal agencies in the administration of grants to and agreements with institutions of higher education, hospitals, and other non-profit organizations.


3. Policy. Except as provided herein, the standards set forth in this Circular are applicable to all Federal agencies. If any statute specifically prescribes policies or specific requirements that differ from the standards provided herein, the provisions of the statute shall govern.

The provisions of the sections of this Circular shall be applied by Federal agencies to recipients. Recipients shall apply the provisions of this Circular to subrecipients performing substantive work under grants and agreements that are passed through or awarded by the primary recipient, if such subrecipients are organizations described in paragraph 1.

This Circular does not apply to grants, contracts, or other agreements between the Federal Government and units of State or local governments covered by OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments," and the Federal agencies' grants management common rule which standardized and codified the administrative requirements Federal agencies impose on State and local grantees. In addition, subawards and contracts to State or local governments are not covered by this Circular. However, this Circular applies to subawards made by State and local governments to organizations covered by this Circular. Federal agencies may apply the provisions of this Circular to commercial organizations, foreign governments, organizations under the jurisdiction of foreign governments, and international organizations.

4. Definitions. Definitions of key terms used in this Circular are contained in Section 2 in the Attachment.

5. Required Action. The specific requirements and responsibilities of Federal agencies and institutions of higher education, hospitals, and other non-profit organizations are set forth in this Circular. Federal agencies responsible for awarding and administering grants to and other agreements with organizations described in paragraph 1 shall adopt the language in the Circular unless different provisions are required by Federal statute or are approved by OMB.

6. OMB Responsibilities. OMB will review agency regulations and implementation of this Circular, and will provide interpretations of policy requirements and assistance to assure effective and efficient implementation. Any exceptions will be subject to approval by OMB, as indicated in Section 4 in the Attachment. Exceptions will only be made in particular cases where adequate justification is presented.

7. Information Contact. Further information concerning this Circular may be obtained by contacting the Office of Federal Financial Management, Office of Management and Budget, Washington, DC 20503, telephone (202) 395-3993.

8. Termination Review Date. This Circular will have a policy review three years from date of issuance.

9. Effective Date. The standards set forth in this Circular which affect Federal agencies will be effective 30 days after publication of the final revision in the Federal Register. Those standards which Federal agencies impose on grantees will be adopted by agencies in codified regulations within six months after publication in the Federal Register. Earlier implementation is encouraged.
Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

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SUBPART A - General

__.1 Purpose. This Circular establishes uniform administrative requirements for Federal grants and agreements awarded to institutions of higher education, hospitals, and other non-profit organizations. Federal awarding agencies shall not impose additional or inconsistent requirements, except as provided in Sections ____.4, and ____.14 or unless specifically required by Federal statute or executive order. Non-profit organizations that implement Federal programs for the States are also subject to State requirements.

__.2 Definitions.

(a) **Accrued expenditures** means the charges incurred by the recipient during a given period requiring the provision of funds for: (1) goods and other tangible property received; (2) services performed by employees, contractors, subrecipients, and other payees; and, (3) other amounts becoming owed under programs for which no current services or performance is required.

(b) **Accrued income** means the sum of: (1) earnings during a given period from (i) services performed by the recipient, and (ii) goods and other tangible property delivered to purchasers, and (2) amounts becoming owed to the recipient for which no current services or performance is required by the recipient.

(c) **Acquisition cost of equipment** means the net invoice price of the equipment, including the cost of modifications, attachments, accessories, or auxiliary apparatus necessary to make the property usable for the purpose for which it was acquired. Other charges, such as the cost of installation, transportation, taxes, duty or protective in-transit insurance, shall be included or excluded from the unit acquisition cost in accordance with the recipient's regular accounting practices.

(d) **Advance** means a payment made by Treasury check or other appropriate payment mechanism to a recipient upon its request either before outlays are made by the recipient or through the use of predetermined payment schedules.

(e) **Award** means financial assistance that provides support or stimulation to accomplish a public purpose. Awards include grants and other agreements in the form of money or property in lieu of money, by the Federal Government to an eligible recipient. The term does not include: technical assistance, which provides services instead of money; other assistance in the form of loans, loan guarantees, interest subsidies, or insurance; direct payments of any kind to individuals; and, contracts which are required to be entered into and administered under procurement laws and regulations.

(f) **Cash contributions** means the recipient's cash outlay, including the outlay of money contributed to the recipient by third parties.

(g) **Closeout** means the process by which a Federal awarding agency determines that all applicable administrative actions and all required work of the award have been completed by the recipient and Federal awarding agency.

(h) **Contract** means a procurement contract under an award or subaward, and a procurement subcontract under a recipient's or subrecipient's contract.

(i) **Cost sharing or matching** means that portion of project or program costs not borne by the Federal Government.

(j) **Date of completion** means the date on which all work under an award is completed or the date on the award document, or any supplement or amendment thereto, on which Federal sponsorship ends.

(k) **Disallowed costs** means those charges to an award that the Federal awarding agency determines to be unallowable, in accordance with the applicable Federal cost principles or other terms and conditions contained in the award.

(l) **Equipment** means tangible nonexpendable personal property including exempt property charged directly to the award having a useful life of more than one year and an acquisition cost of $5000 or more per unit. However, consistent with recipient policy, lower limits may be established.

(m) **Excess property** means property under the control of any Federal awarding agency that, as determined by the head thereof, is no longer required for its needs or the discharge of its responsibilities.
(n) **Exempt property** means tangible personal property acquired in whole or in part with Federal funds, where the Federal awarding agency has statutory authority to vest title in the recipient without further obligation to the Federal Government. An example of exempt property authority is contained in the Federal Grant and Cooperative Agreement Act (31 U.S.C. 6306), for property acquired under an award to conduct basic or applied research by a non-profit institution of higher education or non-profit organization whose principal purpose is conducting scientific research.

(o) **Federal awarding agency** means the Federal agency that provides an award to the recipient.

(p) **Federal funds authorized** means the total amount of Federal funds obligated by the Federal Government for use by the recipient. This amount may include any authorized carryover of unobligated funds from prior funding periods when permitted by agency regulations or agency implementing instructions.

(q) **Federal share** of real property, equipment, or supplies means that percentage of the property's acquisition costs and any improvement expenditures paid with Federal funds.

(r) **Funding period** means the period of time when Federal funding is available for obligation by the recipient.

(s) **Intangible property and debt instruments** means, but is not limited to, trademarks, copyrights, patents and patent applications and such property as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership, whether considered tangible or intangible.

(t) **Obligations** means the amounts of orders placed, contracts and grants awarded, services received and similar transactions during a given period that require payment by the recipient during the same or a future period.

(u) **Outlays or expenditures** means charges made to the project or program. They may be reported on a cash or accrual basis. For reports prepared on a cash basis, outlays are the sum of cash disbursements for direct charges for goods and services, the amount of indirect expense charged, the value of third party in-kind contributions applied and the amount of cash advances and payments made to subrecipients. For reports prepared on an accrual basis, outlays are the sum of cash disbursements for direct charges for goods and services, the amount of indirect expense incurred, the value of in-kind contributions applied, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received, for services performed by employees, contractors, subrecipients and other payees and other amounts becoming owed under programs for which no current services or performance are required.

(v) **Personal property** means property of any kind except real property. It may be tangible, having physical existence, or intangible, having no physical existence, such as copyrights, patents, or securities.

(w) **Prior approval** means written approval by an authorized official evidencing prior consent.

(x) **Program income** means gross income earned by the recipient that is directly generated by a supported activity or earned as a result of the award (see exclusions in paragraphs ___.24 (e) and (h)). Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights, and interest on loans made with award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal awarding agency regulations or the terms and conditions of the award, program income does not include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them.

(y) **Project costs** means all allowable costs, as set forth in the applicable Federal cost principles, incurred by a recipient and the value of the contributions made by third parties in accomplishing the objectives of the award during the project period.

(z) **Project period** means the period established in the award document during which Federal sponsorship begins and ends.

(aa) **Property** means, unless otherwise stated, real property, equipment, intangible property and debt instruments.

(bb) **Real property** means land, including land improvements, structures and appurtenances thereto, but excludes movable machinery and equipment.

(cc) **Recipient** means an organization receiving financial assistance directly from Federal awarding agencies to carry out a project or program. The term includes public and private institutions of higher education, public and private hospitals, and other quasi-public and private non-profit organizations such as, but not limited to, community action agencies, research
institutes, educational associations, and health centers. The term may include commercial organizations, foreign or international organizations (such as agencies of the United Nations) which are recipients, subrecipients, or contractors or subcontractors of recipients or subrecipients at the discretion of the Federal awarding agency. The term does not include government-owned contractor-operated facilities or research centers providing continued support for mission-oriented, large-scale programs that are government-owned or controlled, or are designated as federally-funded research and development centers.

(dd) **Research and development** means all research activities, both basic and applied, and all development activities that are supported at universities, colleges, and other non-profit institutions. "Research" is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. "Development" is the systematic use of knowledge and understanding gained from research directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(ee) **Small awards** means a grant or cooperative agreement not exceeding the small purchase threshold fixed at 41 U.S.C. 403(11) (currently $25,000).

(ff) **Subaward** means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a recipient to an eligible subrecipient or by a subrecipient to a lower tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include procurement of goods and services nor does it include any form of assistance which is excluded from the definition of "award" in paragraph (e).

(gg) **Subrecipient** means the legal entity to which a subaward is made and which is accountable to the recipient for the use of the funds provided. The term may include foreign or international organizations (such as agencies of the United Nations) at the discretion of the Federal awarding agency.

(hh) **Supplies** means all personal property excluding equipment, intangible property, and debt instruments as defined in this section, and inventions of a contractor conceived or first actually reduced to practice in the performance of work under a funding agreement ("subject inventions"), as defined in 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements."

(ii) **Suspension** means an action by a Federal awarding agency that temporarily withdraws Federal sponsorship under an award, pending corrective action by the recipient or pending a decision to terminate the award by the Federal awarding agency. Suspension of an award is a separate action from suspension under Federal agency regulations implementing E.O.s 12549 and 12689, "Debarment and Suspension."

(jj) **Termination** means the cancellation of Federal sponsorship, in whole or in part, under an agreement at any time prior to the date of completion.

(kk) **Third party in-kind contributions** means the value of non-cash contributions provided by non-Federal third parties. Third party in-kind contributions may be in the form of real property, equipment, supplies and other expendable property, and the value of goods and services directly benefiting and specifically identifiable to the project or program.

(ll) **Unliquidated obligations**, for financial reports prepared on a cash basis, means the amount of obligations incurred by the recipient that have not been paid. For reports prepared on an accrued expenditure basis, they represent the amount of obligations incurred by the recipient for which an outlay has not been recorded.

(mm) **Unobligated balance** means the portion of the funds authorized by the Federal awarding agency that has not been obligated by the recipient and is determined by deducting the cumulative obligations from the cumulative funds authorized.

(nn) **Unrecovered indirect cost** means the difference between the amount awarded and the amount which could have been awarded under the recipient's approved negotiated indirect cost rate.

(oo) **Working capital advance** means a procedure where by funds are advanced to the recipient to cover its estimated disbursement needs for a given initial period.

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3 **Effect on other issuances.** For awards subject to this Circular, all administrative requirements of codified program regulations, program manuals, handbooks and other non-regulatory materials which are inconsistent with the requirements of this Circular shall be
superseded, except to the extent they are required by statute, or authorized in accordance with the deviations provision in Section ___4.

___4 Deviations. The Office of Management and Budget (OMB) may grant exceptions for classes of grants or recipients subject to the requirements of this Circular when exceptions are not prohibited by statute. However, in the interest of maximum uniformity, exceptions from the requirements of this Circular shall be permitted only in unusual circumstances. Federal awarding agencies may apply more restrictive requirements to a class of recipients when approved by OMB. Federal awarding agencies may apply less restrictive requirements when awarding small awards, except for those requirements which are statutory. Exceptions on a case-by-case basis may also be made by Federal awarding agencies.

___5 Subawards. Unless sections of this Circular specifically exclude subrecipients from coverage, the provisions of this Circular shall be applied to subrecipients performing work under awards if such subrecipients are institutions of higher education, hospitals or other non-profit organizations. State and local government subrecipients are subject to the provisions of regulations implementing the grants management common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," published at 53 FR 8034 (3/11/88).

SUBPART B - Pre-Award Requirements

___10 Purpose. Sections ___11 through ___17 prescribes forms and instructions and other pre-award matters to be used in applying for Federal awards.

___11 Pre-award policies.
(a) Use of Grants and Cooperative Agreements, and Contracts. In each instance, the Federal awarding agency shall decide on the appropriate award instrument (i.e., grant, cooperative agreement, or contract). The Federal Grant and Cooperative Agreement Act (31 U.S.C. 6301-08) governs the use of grants, cooperative agreements and contracts. A grant or cooperative agreement shall be used only when the principal purpose of a transaction is to accomplish a public purpose of support or stimulation authorized by Federal statute. The statutory criterion for choosing between grants and cooperative agreements is that for the latter, "substantial involvement is expected between the executive agency and the State, local government, or other recipient when carrying out the activity contemplated in the agreement." Contracts shall be used when the principal purpose is acquisition of property or services for the direct benefit or use of the Federal Government.
(b) Public Notice and Priority Setting. Federal awarding agencies shall notify the public of its intended funding priorities for discretionary grant programs, unless funding priorities are established by Federal statute.

___12 Forms for applying for Federal assistance.
(a) Federal awarding agencies shall comply with the applicable report clearance requirements of 5 CFR part 1320, "Controlling Paperwork Burdens on the Public," with regard to all forms used by the Federal awarding agency in place of or as a supplement to the Standard Form 424 (SF-424) series. 
(b) Applicants shall use the SF-424 series or those forms and instructions prescribed by the Federal awarding agency.
(c) For Federal programs covered by E.O. 12372, "Intergovernmental Review of Federal Programs," the applicant shall complete the appropriate sections of the SF-424 (Application for Federal Assistance) indicating whether the application was subject to review by the State Single Point of Contact (SPOC). The name and address of the SPOC for a particular State can be obtained from the Federal awarding agency or the Catalog of Federal Domestic Assistance. The SPOC shall advise the applicant whether the program for which application is made has been selected by that State for review.
(d) Federal awarding agencies that do not use the SF-424 form should indicate whether the application is subject to review by the State under E.O. 12372.

___13 Debarment and suspension. Federal awarding agencies and recipients shall comply with the non-procurement debarment and suspension common rule implementing E.O. s 12549 and 12689, "Debarment and Suspension." This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

___14 Special award conditions. If an applicant or recipient: (a) has a history of poor performance, (b) is not financially stable, (c) has a management system that does not meet the standards prescribed in this Circular, (d) has not conformed to the terms and conditions of a previous award, or (e) is not otherwise responsible, Federal awarding agencies may impose additional requirements as needed, provided that such applicant or recipient is notified in writing as to: the nature of the additional requirements, the reason why the additional requirements are being imposed, the nature of the corrective action needed, the time allowed for completing the corrective actions, and the method for requesting reconsideration of the additional requirements imposed. Any special conditions shall be promptly removed once the conditions that prompted them have been corrected.
.15 **Metric system of measurement.** The Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act (15 U.S.C. 205) declares that the metric system is the preferred measurement system for U.S. trade and commerce. The Act requires each Federal agency to establish a date or dates in consultation with the Secretary of Commerce, when the metric system of measurement will be used in the agency's procurements, grants, and other business-related activities. Metric implementation may take longer where the use of the system is initially impractical or likely to cause significant inefficiencies in the accomplishment of federally-funded activities. Federal awarding agencies shall follow the provisions of E.O. 12770, "Metric Usage in Federal Government Programs."

.16 **Resource Conservation and Recovery Act (RCRA) (Pub. L. 94-580 codified at 42 U.S.C. 6962).** Under the Act, any State agency or agency of a political subdivision of a State which is using appropriated Federal funds must comply with Section 6002. Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA) (40 CFR parts 247-254). Accordingly, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

.17 **Certifications and representations.** Unless prohibited by statute or codified regulation, each Federal awarding agency is authorized and encouraged to allow recipients to submit certifications and representations required by statute, executive order, or regulation on an annual basis, if the recipients have ongoing and continuing relationships with the agency. Annual certifications and representations shall be signed by responsible officials with the authority to ensure recipients' compliance with the pertinent requirements.

**SUBPART C - Post-Award Requirements**

**Financial and Program Management**

.20 **Purpose of financial and program management.** Sections .21 through .28 prescribe standards for financial management systems, methods for making payments and rules for: satisfying cost sharing and matching requirements, accounting for program income, budget revision approvals, making audits, determining allowability of cost, and establishing fund availability.

.21 **Standards for financial management systems.**

(a) Federal awarding agencies shall require recipients to relate financial data to performance data and develop unit cost information whenever practical.

(b) Recipients' financial management systems shall provide for the following.

(1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in Section .52. If a Federal awarding agency requires reporting on an accrual basis from a recipient that maintains its records on other than an accrual basis, the recipient shall not be required to establish an accrual accounting system. These recipients may develop such accrual data for its reports on the basis of an analysis of the documentation on hand.

(2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipients shall adequately safeguard all such assets and assure they are used solely for authorized purposes.

(4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to minimize the time elapsing between the transfer of funds to the recipient from the U.S. Treasury and the issuance or redemption of checks, warrants or payments by other means for program purposes by the recipient. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

(6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

(7) Accounting records including cost accounting records that are supported by source documentation.

(c) Where the Federal Government guarantees or insures the repayment of money borrowed by the recipient, the Federal awarding agency, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the Federal Government.

(d) The Federal awarding agency may require adequate fidelity bond coverage where the recipient lacks sufficient coverage to protect the Federal Government's interest.

(e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States."

.22 **Payment.**
(a) Payment methods shall minimize the time elapsing between the transfer of funds from the United States Treasury and the issuance or redemption of checks, warrants, or payment by other means by the recipients. Payment methods of State agencies or instrumentalities shall be consistent with Treasury-State CMIA agreements or default procedures codified at 31 CFR part 205.

(b) Recipients are to be paid in advance, provided they maintain or demonstrate the willingness to maintain: (1) written procedures that minimize the time elapsing between the transfer of funds and disbursement by the recipient, and (2) financial management systems that meet the standards for fund control and accountability as established in Section ____.21. Cash advances to a recipient organization shall be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the purpose of the approved program or project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

(c) Whenever possible, advances shall be consolidated to cover anticipated cash needs for all awards made by the Federal awarding agency to the recipient.

(1) Advance payment mechanisms include, but are not limited to, Treasury check and electronic funds transfer.

(2) Advance payment mechanisms are subject to 31 CFR part 205.

(3) Recipients shall be authorized to submit requests for advances and reimbursements at least monthly when electronic fund transfers are not used.

(d) Requests for Treasury check advance payment shall be submitted on SF-270, "Request for Advance or Reimbursement," or other forms as may be authorized by OMB. This form is not to be used when Treasury check advance payments are made to the recipient automatically through the use of a predetermined payment schedule or if precluded by special Federal awarding agency instructions for electronic funds transfer.

(e) Reimbursement is the preferred method when the requirements in paragraph (b) cannot be met. Federal awarding agencies may also use this method on any construction agreement, or if the major portion of the construction project is accomplished through private market financing or Federal loans, and the Federal assistance constitutes a minor portion of the project.

(1) When the reimbursement method is used, the Federal awarding agency shall make payment within 30 days after receipt of the billing, unless the billing is improper.

(2) Recipients shall be authorized to request reimbursement at least monthly when electronic funds transfers are not used.

(f) If a recipient cannot meet the criteria for advance payments and the Federal awarding agency has determined that reimbursement is not feasible because the recipient lacks sufficient working capital, the Federal awarding agency may provide cash on a working capital advance basis. Under this procedure, the Federal awarding agency shall advance cash to the recipient to cover its estimated disbursement needs for an initial period generally geared to the awardee's disbursing cycle. Thereafter, the Federal awarding agency shall reimburse the recipient for its actual cash disbursements. The working capital advance method of payment shall not be used for recipients unwilling or unable to provide timely advances to their subrecipient to meet the subrecipient's actual cash disbursements.

(g) To the extent available, recipients shall disburse funds available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting additional cash payments.

(h) Unless otherwise required by statute, Federal awarding agencies shall not withhold payments for proper charges made by recipients at any time during the project period unless (1) or (2) apply.

(1) A recipient has failed to comply with the project objectives, the terms and conditions of the award, or Federal reporting requirements.

(2) The recipient or subrecipient is delinquent in a debt to the United States as defined in OMB Circular A-129, "Managing Federal Credit Programs." Under such conditions, the Federal awarding agency may, upon reasonable notice, inform the recipient that payments shall not be made for obligations incurred after a specified date until the conditions are corrected or the indebtedness to the Federal Government is liquidated.

(i) Standards governing the use of banks and other institutions as depositories of funds advanced under awards are as follows.

(1) Except for situations described in paragraph (i)(2), Federal awarding agencies shall not require separate depository accounts for funds provided to a recipient or establish any eligibility requirements for depositories for funds provided to a recipient. However, recipients must be able to account for the receipt, obligation and expenditure of funds.

(2) Advances of Federal funds shall be deposited and maintained in insured accounts whenever possible.

(j) Consistent with the national goal of expanding the opportunities for women-owned and minority-owned business enterprises, recipients shall be encouraged to use women-owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members).

(k) Recipients shall maintain advances of Federal funds in interest bearing accounts, unless (1), (2) or (3) apply.

(1) The recipient receives less than $120,000 in Federal awards per year.

(2) The best reasonably available interest bearing account would not be expected to earn interest in excess of $250 per year on Federal cash balances.

(3) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.

(l) For those entities where CMIA and its implementing regulations do not apply, interest earned on Federal advances deposited in interest bearing accounts shall be remitted annually to Department of Health and Human Services, Payment Management System,
Cost sharing or matching

(a) All contributions, including cash and third party in-kind, shall be accepted as part of the recipient's cost sharing or matching when such contributions meet all of the following criteria.

1. Are verifiable from the recipient's records.
2. Are not included as contributions for any other federally-assisted project or program.
3. Are necessary and reasonable for proper and efficient accomplishment of project or program objectives.
4. Are allowable under the applicable cost principles.
5. Are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching.
6. Are provided for in the approved budget when required by the Federal awarding agency.
7. Conform to other provisions of this Circular, as applicable.
(b) Unrecovered indirect costs may be included as part of cost sharing or matching only with the prior approval of the Federal awarding agency.
(c) Values for recipient contributions of services and property shall be established in accordance with the applicable cost principles. If a Federal awarding agency authorizes recipients to donate buildings or land for construction/facilities acquisition projects or long-term use, the value of the donated property for cost sharing or matching shall be the lesser of (1) or (2).

1. The certified value of the remaining life of the property recorded in the recipient's accounting records at the time of donation.
2. The current fair market value. However, when there is sufficient justification, the Federal awarding agency may approve the use of the current fair market value of the donated property, even if it exceeds the certified value at the time of donation to the project.
(d) Volunteer services furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as cost sharing or matching if the service is an integral and necessary part of an approved project or program. Rates for volunteer services shall be consistent with those paid for similar work in the recipient's organization. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market in which the recipient competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.
(e) When an employer other than the recipient furnishes the services of an employee, these services shall be valued at the employee's regular rate of pay (plus an amount of fringe benefits that are reasonable, allowable, and allocable, but exclusive of overhead costs), provided these services are in the same skill for which the employee is normally paid.
(f) Donated supplies may include such items as expendable equipment, office supplies, laboratory supplies or workshop and classroom supplies. Value assessed to donated supplies included in the cost sharing or matching share shall be reasonable and shall not exceed the fair market value of the property at the time of donation.
(g) The method used for determining cost sharing or matching for donated equipment, buildings and land for which title passes to the recipient may differ according to the purpose of the award, if (1) or (2) apply.

1. If the purpose of the award is to assist the recipient in the acquisition of equipment, buildings or land, the total value of the donated property may be claimed as cost sharing or matching.
2. If the purpose of the award is to support activities that require the use of equipment, buildings or land, normally only depreciation or use charges for equipment and buildings may be made. However, the full value of equipment or other capital assets and fair rental charges for land may be allowed, provided that the Federal awarding agency has approved the charges.
(h) The value of donated property shall be determined in accordance with the usual accounting policies of the recipient, with the following qualifications.

1. The value of donated land and buildings shall not exceed its fair market value at the time of donation to the recipient as established by an independent appraiser (e.g., certified real property appraiser or General Services Administration representative) and certified by a responsible official of the recipient.
2. The value of donated equipment shall not exceed the fair market value of equipment of the same age and condition at the time of donation.
(3) The value of donated space shall not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately-owned building in the same locality.

(4) The value of loaned equipment shall not exceed its fair rental value.

(5) The following requirements pertain to the recipient's supporting records for in-kind contributions from third parties.

(i) Volunteer services shall be documented and, to the extent feasible, supported by the same methods used by the recipient for its own employees.

(ii) The basis for determining the valuation for personal service, material, equipment, buildings and land shall be documented.

___24 Program income.

(a) Federal awarding agencies shall apply the standards set forth in this section in requiring recipient organizations to account for program income related to projects financed in whole or in part with Federal funds.

(b) Except as provided in paragraph (h) below, program income earned during the project period shall be retained by the recipient and, in accordance with Federal awarding agency regulations or the terms and conditions of the award, shall be used in one or more of the ways listed in the following.

(1) Added to funds committed to the project by the Federal awarding agency and recipient and used to further eligible project or program objectives.

(2) Used to finance the non-Federal share of the project or program.

(3) Deducted from the total project or program allowable cost in determining the net allowable costs on which the Federal share of costs is based.

(e) When an agency authorizes the disposition of program income as described in paragraphs (b)(1) or (b)(2), program income in excess of any limits stipulated shall be used in accordance with paragraph (b)(3).

(d) In the event that the Federal awarding agency does not specify in its regulations or the terms and conditions of the award how program income is to be used, paragraph (b)(3) shall apply automatically to all projects or programs except research. For awards that support research, paragraph (b)(1) shall apply automatically unless the awarding agency indicates in the terms and conditions another alternative on the award or the recipient is subject to special award conditions, as indicated in Section ___.14.

(e) Unless Federal awarding agency regulations or the terms and conditions of the award provide otherwise, recipients shall have no obligation to the Federal Government regarding program income earned after the end of the project period.

(f) If authorized by Federal awarding agency regulations or the terms and conditions of the award, costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award.

(g) Proceeds from the sale of property shall be handled in accordance with the requirements of the Property Standards (See Sections ___.30 through ___.37).

(h) Unless Federal awarding agency regulations or the terms and conditions of the award provide otherwise, recipients shall have no obligation to the Federal Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an award. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research award.

___25 Revision of budget and program plans.

(a) The budget plan is the financial expression of the project or program as approved during the award process. It may include either the Federal and non-Federal share, or only the Federal share, depending upon Federal awarding agency requirements. It shall be related to performance for program evaluation purposes whenever appropriate.

(b) Recipients are required to report deviations from budget and program plans, and request prior approvals for budget and program plan revisions, in accordance with this section.

(c) For non-construction awards, recipients shall request prior approvals from Federal awarding agencies for one or more of the following program or budget related reasons.

(1) Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).

(2) Change in a key person specified in the application or award document.

(3) The absence for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

(4) The need for additional Federal funding.

(5) The transfer of amounts budgeted for indirect costs to absorb increases in direct costs, or vice versa, if approval is required by the Federal awarding agency.


(7) The transfer of funds allotted for training allowances (direct payment to trainees) to other categories of expense.
(8) Unless described in the application and funded in the approved awards, the subaward, transfer or contracting out of any work under an award. This provision does not apply to the purchase of supplies, material, equipment or general support services.

(d) No other prior approval requirements for specific items may be imposed unless a deviation has been approved by OMB.

(e) Except for requirements listed in paragraphs (c)(1) and (c)(4) of this section, Federal awarding agencies are authorized, at their option, to waive cost-related and administrative prior written approvals required by this Circular and OMB Circulars A-21 and A-122. Such waivers may include authorizing recipients to do any one or more of the following.

(1) Incur pre-award costs 90 calendar days prior to award or more than 90 calendar days with the prior approval of the Federal awarding agency. All pre-award costs are incurred at the recipient's risk (i.e., the Federal awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive an award or if the award is less than anticipated and inadequate to cover such costs).

(2) Initiate a one-time extension of the expiration date of the award of up to 12 months unless one or more of the following conditions apply. For one-time extensions, the recipient must notify the Federal awarding agency in writing with the supporting reasons and revised expiration date at least 10 days before the expiration date specified in the award. This one-time extension may not be exercised merely for the purpose of using unobligated balances.

(i) The terms and conditions of award prohibit the extension.

(ii) The extension requires additional Federal funds.

(iii) The extension involves any change in the approved objectives or scope of the project.

(3) Carry forward unobligated balances to subsequent funding periods.

(4) For awards that support research, unless the Federal awarding agency provides otherwise in the award or in the agency's regulations, the prior approval requirements described in paragraph (e) are automatically waived (i.e., recipients need not obtain such prior approvals) unless one of the conditions included in paragraph (e)(2) applies.

(f) The Federal awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for awards in which the Federal share of the project exceeds $100,000 and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency. No Federal awarding agency shall permit a transfer that would cause any Federal appropriation or part thereof to be used for purposes other than those consistent with the original intent of the appropriation.

(g) All other changes to non-construction budgets, except for the changes described in paragraph (j), do not require prior approval.

(h) For construction awards, recipients shall request prior written approval promptly from Federal awarding agencies for budget revisions whenever (1), (2) or (3) apply.

(1) The revision results from changes in the scope or the objective of the project or program.

(2) The need arises for additional Federal funds to complete the project.

(3) A revision is desired which involves specific costs for which prior written approval requirements may be imposed consistent with applicable OMB cost principles listed in Section ___.27.

(i) No other prior approval requirements for specific items may be imposed unless a deviation has been approved by OMB.

(j) When a Federal awarding agency makes an award that provides support for both construction and non-construction work, the Federal awarding agency may require the recipient to request prior approval from the Federal awarding agency before making any fund or budget transfers between the two types of work supported.

(k) For both construction and non-construction awards, Federal awarding agencies shall require recipients to notify the Federal awarding agency in writing promptly whenever the amount of Federal authorized funds is expected to exceed the needs of the recipient for the project period by more than $5000 or five percent of the Federal award, whichever is greater. This notification shall not be required if an application for additional funding is submitted for a continuation award.

(l) When requesting approval for budget revisions, recipients shall use the budget forms that were used in the application unless the Federal awarding agency indicates a letter of request suffices.

(m) Within 30 calendar days from the date of receipt of the request for budget revisions, Federal awarding agencies shall review the request and notify the recipient whether the budget revisions have been approved. If the revision is still under consideration at the end of 30 calendar days, the Federal awarding agency shall inform the recipient in writing of the date when the recipient may expect the decision.

___26 Non-Federal audits.

(a) Recipients and subrecipients that are institutions of higher education or other non-profit organizations (including hospitals) shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

(b) State and local governments shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

(c) For-profit hospitals not covered by the audit provisions of revised OMB Circular A-133 shall be subject to the audit requirements of the Federal awarding agencies.

(d) Commercial organizations shall be subject to the audit requirements of the Federal awarding agency or the prime recipient as incorporated into the award document.
Allowable costs. For each kind of recipient, there is a set of Federal principles for determining allowable costs. Allowability of costs shall be determined in accordance with the cost principles applicable to the entity incurring the costs. Thus, allowability of costs incurred by State, local or federally-recognized Indian tribal governments is determined in accordance with the provisions of OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments." The allowability of costs incurred by non-profit organizations is determined in accordance with the provisions of OMB Circular A-122, "Cost Principles for Non-Profit Organizations." The allowability of costs incurred by institutions of higher education is determined in accordance with the provisions of OMB Circular A-21, "Cost Principles for Educational Institutions." The allowability of costs incurred by hospitals is determined in accordance with the provisions of Appendix E of 45 CFR part 74, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals." The allowability of costs incurred by commercial organizations and those non-profit organizations listed in Attachment C to Circular A-122 is determined in accordance with the provisions of the Federal Acquisition Regulation (FAR) at 48 CFR part 31.

Period of availability of funds. Where a funding period is specified, a recipient may charge to the grant only allowable costs resulting from obligations incurred during the funding period and any pre-award costs authorized by the Federal awarding agency.

Conditional exemptions.
(a) OMB authorizes conditional exemption from OMB administrative requirements and cost principles circulars for certain Federal programs with statutorily-authorized consolidated planning and consolidated administrative funding that are identified by a Federal agency and approved by the head of the Executive department or establishment. A Federal agency shall consult with OMB during its consideration of whether to grant such an exemption.
(b) To promote efficiency in State and local program administration, when Federal non-entitlement programs with common purposes have specific statutorily-authorized consolidated planning and consolidated administrative funding and where most of the State agency's resources come from non-Federal sources, Federal agencies may exempt these covered State-administered, non-entitlement grant programs from certain OMB grants management requirements. The exemptions would be from all but the allocability of costs provisions of OMB Circulars A-87 (Attachment A, subsection C.3), "Cost Principles for State, Local, and Indian Tribal Governments," A-21 (Section C, subpart 4), "Cost Principles for Educational Institutions," and A-122 (Attachment A, subsection A.4), "Cost Principles for Non-Profit Organizations," and from all of the administrative requirements provisions of OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," and the agencies' grants management common rule.
(c) When a Federal agency provides this flexibility, as a prerequisite to a State's exercising this option, a State must adopt its own written fiscal and administrative requirements for expending and accounting for all funds, which are consistent with the provisions of OMB Circular A-87, and extend such policies to all subrecipients. These fiscal and administrative requirements must be sufficiently specific to ensure that: funds are used in compliance with all applicable Federal statutory and regulatory provisions, costs are reasonable and necessary for operating these programs, and funds are not be used for general expenses required to carry out other responsibilities of a State or its subrecipients.

Property Standards

Purpose of property standards. Sections ___.31 through ___.37 set forth uniform standards governing management and disposition of property furnished by the Federal Government whose cost was charged to a project supported by a Federal award. Federal awarding agencies shall require recipients to observe these standards under awards and shall not impose additional requirements, unless specifically required by Federal statute. The recipient may use its own property management standards and procedures provided it observes the provisions of Sections ___.31 through ___.37.

Insurance coverage. Recipients shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired with Federal funds as provided to property owned by the recipient. Federally-owned property need not be insured unless required by the terms and conditions of the award.

Real property. Each Federal awarding agency shall prescribe requirements for recipients concerning the use and disposition of real property acquired in whole or in part under awards. Unless otherwise provided by statute, such requirements, at a minimum, shall contain the following.
(a) Title to real property shall vest in the recipient subject to the condition that the recipient shall use the real property for the authorized purpose of the project as long as it is needed and shall not encumber the property without approval of the Federal awarding agency.
(b) The recipient shall obtain written approval by the Federal awarding agency for the use of real property in other federally-sponsored projects when the recipient determines that the property is no longer needed for the purpose of the original project. Use in other projects shall be limited to those under federally-sponsored projects (i.e., awards) or programs that have purposes consistent with those authorized for support by the Federal awarding agency.
(c) When the real property is no longer needed as provided in paragraphs (a) and (b), the recipient shall request disposition instructions from the Federal awarding agency or its successor Federal awarding agency. The Federal awarding agency shall observe one or more of the following disposition instructions.

(1) The recipient may be permitted to retain title without further obligation to the Federal Government after it compensates the Federal Government for that percentage of the current fair market value of the property attributable to the Federal participation in the project.  
(2) The recipient may be directed to sell the property under guidelines provided by the Federal awarding agency and pay the Federal Government for that percentage of the current fair market value of the property attributable to the Federal participation in the project (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the recipient is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.  
(3) The recipient may be directed to transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the recipient shall be entitled to compensation for its attributable percentage of the current fair market value of the property.

___ 33 Federally-owned and exempt property.  
(a) Federally-owned property.  
(1) Title to federally-owned property remains vested in the Federal Government. Recipients shall submit annually an inventory listing of federally-owned property in their custody to the Federal awarding agency. Upon completion of the award or when the property is no longer needed, the recipient shall report the property to the Federal awarding agency for further Federal agency utilization.  
(2) If the Federal awarding agency has no further need for the property, it shall be declared excess and reported to the General Services Administration, unless the Federal awarding agency has statutory authority to dispose of the property by alternative methods (e.g., the authority provided by the Federal Technology Transfer Act (15 U.S.C. 3710 (I)) to donate research equipment to educational and non-profit organizations in accordance with E.O. 12821, "Improving Mathematics and Science Education in Support of the National Education Goals." ) Appropriate instructions shall be issued to the recipient by the Federal awarding agency.  
(b) Exempt property. When statutory authority exists, the Federal awarding agency has the option to vest title to property acquired with Federal funds in the recipient without further obligation to the Federal Government and under conditions the Federal awarding agency considers appropriate. Such property is "exempt property." Should a Federal awarding agency not establish conditions, title to exempt property upon acquisition shall vest in the recipient without further obligation to the Federal Government.

___ 34 Equipment.  
(a) Title to equipment acquired by a recipient with Federal funds shall vest in the recipient, subject to conditions of this section.  
(b) The recipient shall not use equipment acquired with Federal funds to provide services to non-Federal outside organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute, for as long as the Federal Government retains an interest in the equipment.  
(c) The recipient shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds and shall not encumber the property without approval of the Federal awarding agency. When no longer needed for the original project or program, the recipient shall use the equipment in connection with its other federally-sponsored activities, in the following order of priority: (i) Activities sponsored by the Federal awarding agency which funded the original project, then (ii) activities sponsored by other Federal awarding agencies.  
(d) During the time that equipment is used on the project or program for which it was acquired, the recipient shall make it available for use on other projects or programs if such other use will not interfere with the work on the project or program for which the equipment was originally acquired. First preference for such other use shall be given to other projects or programs sponsored by the Federal awarding agency that financed the equipment; second preference shall be given to projects or programs sponsored by other Federal awarding agencies. If the equipment is owned by the Federal Government, use on other activities not sponsored by the Federal Government shall be permissible if authorized by the Federal awarding agency. User charges shall be treated as program income.  
(e) When acquiring replacement equipment, the recipient may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment subject to the approval of the Federal awarding agency.  
(f) The recipient's property management standards for equipment acquired with Federal funds and federally-owned equipment shall include all of the following.  
(1) Equipment records shall be maintained accurately and shall include the following information.  
(i) A description of the equipment.  
(ii) Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.  
(iii) Source of the equipment, including the award number.  
(iv) Whether title vests in the recipient or the Federal Government.  
(v) Acquisition date (or date received, if the equipment was furnished by the Federal Government) and cost.  
(vi) Information from which one can calculate the percentage of Federal participation in the cost of the equipment (not applicable to equipment furnished by the Federal Government).  
(vii) Location and condition of the equipment and the date the information was reported.  
(viii) Unit acquisition cost.
(ix) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a recipient compensates the Federal awarding agency for its share.

(2) Equipment owned by the Federal Government shall be identified to indicate Federal ownership.

(3) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The recipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented; if the equipment was owned by the Federal Government, the recipient shall promptly notify the Federal awarding agency.

(5) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(6) Where the recipient is authorized or required to sell the equipment, proper sales procedures shall be established which provide for competition to the extent practicable and result in the highest possible return.

(g) When the recipient no longer needs the equipment, the equipment may be used for other activities in accordance with the following standards. For equipment with a current per unit fair market value of $5000 or more, the recipient may retain the equipment for other uses provided that compensation is made to the original Federal awarding agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value of the equipment. If the recipient has no need for the equipment, the recipient shall request disposition instructions from the Federal awarding agency. The Federal awarding agency shall determine whether the equipment can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported to the General Services Administration by the Federal awarding agency to determine whether a requirement for the equipment exists in other Federal agencies. The Federal awarding agency shall issue instructions to the recipient no later than 120 calendar days after the recipient's request and the following procedures shall govern.

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the recipient's request, the recipient shall sell the equipment and reimburse the Federal awarding agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the recipient shall be permitted to deduct and retain from the Federal share $500 or ten percent of the proceeds, whichever is less, for the recipient's selling and handling expenses.

(2) If the recipient is instructed to ship the equipment elsewhere, the recipient shall be reimbursed by the Federal Government by an amount which is computed by applying the percentage of the recipient's participation in the cost of the original project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.

(3) If the recipient is instructed to otherwise dispose of the equipment, the recipient shall be reimbursed by the Federal awarding agency for such costs incurred in its disposition.

(4) The Federal awarding agency may reserve the right to transfer the title to the Federal Government or to a third party named by the Federal Government when such third party is otherwise eligible under existing statutes. Such transfer shall be subject to the following standards.

(i) The equipment shall be appropriately identified in the award or otherwise made known to the recipient in writing.

(ii) The Federal awarding agency shall issue disposition instructions within 120 calendar days after receipt of a final inventory. The final inventory shall list all equipment acquired with grant funds and federally-owned equipment. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar day period, the recipient shall apply the standards of this section, as appropriate.

(iii) When the Federal awarding agency exercises its right to take title, the equipment shall be subject to the provisions for federally-owned equipment.

___.35 Supplies and other expendable property.

(a) Title to supplies and other expendable property shall vest in the recipient upon acquisition. If there is a residual inventory of unused supplies exceeding $5000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federally-sponsored project or program, the recipient shall retain the supplies for use on non-Federal sponsored activities or sell them, but shall, in either case, compensate the Federal Government for its share. The amount of compensation shall be computed in the same manner as for equipment.

(b) The recipient shall not use supplies acquired with Federal funds to provide services to non-Federal outside organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute as long as the Federal Government retains an interest in the supplies.

___.36 Intangible property.

(a) The recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The Federal awarding agency(ies) reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
(b) Recipients are subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

(c) The Federal Government has the right to:

(1) obtain, reproduce, publish or otherwise use the data first produced under an award; and
(2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(d) In addition, in response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the Federal awarding agency shall request, and the recipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Federal awarding agency obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the agency, the recipient, and applicable subrecipients. This fee is in addition to any fees the agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

(2) The following definitions apply for purposes of paragraph (d) of this section:

(i) **Research data** is defined as the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (e.g., laboratory samples). Research data also do not include:

(A) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and
(B) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

(ii) **Published** is defined as either when:

(A) Research findings are published in a peer-reviewed scientific or technical journal; or
(B) A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

(iii) **Used by the Federal Government in developing an agency action that has the force and effect of law** is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

(e) Title to intangible property and debt instruments acquired under an award or subaward vests upon acquisition in the recipient. The recipient shall use that property for the originally-authorized purpose, and the recipient shall not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property shall occur in accordance with the provisions of paragraph ___.34(g).

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**_.37 Property trust relationship.** Real property, equipment, intangible property and debt instruments that are acquired or improved with Federal funds shall be held in trust by the recipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. Agencies may require recipients to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with Federal funds and that use and disposition conditions apply to the property.

**Procurement Standards**

**_.40 Purpose of procurement standards.** Sections ___.41 through ___.48 set forth standards for use by recipients in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Federal funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal statutes and executive orders. No additional procurement standards or requirements shall be imposed by the Federal awarding agencies upon recipients, unless specifically required by Federal statute or executive order or approved by OMB.

**_.41 Recipient responsibilities.** The standards contained in this section do not relieve the recipient of the contractual responsibilities arising under its contract(s). The recipient is the responsible authority, without recourse to the Federal awarding agency, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of an award or other agreement. This includes disputes, claims, protests of award, source evaluation or other matters of a contractual nature. Matters concerning violation of statute are to be referred to such Federal, State or local authority as may have proper jurisdiction.

**_.42 Codes of conduct.** The recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an
award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

43 Competition. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the recipient, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient. Any and all bids or offers may be rejected when it is in the recipient's interest to do so.

44 Procurement procedures.
(a) All recipients shall establish written procurement procedures. These procedures shall provide for, at a minimum, that (1), (2) and (3) apply.
(1) Recipients avoid purchasing unnecessary items.
(2) Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the Federal Government.
(3) Solicitations for goods and services provide for all of the following.
   (i) A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
   (ii) Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
   (iii) A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
   (iv) The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.
   (v) The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
   (vi) Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.
(b) Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal.
(1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
(2) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
(3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
(4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
(5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority- owned firms and women's business enterprises.
(c) The type of procuring instruments used (e.g., fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting shall not be used.
(d) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources. In certain circumstances, contracts with certain parties are restricted by agencies' implementation of E.O.s 12549 and 12689, "Debarment and Suspension."
(e) Recipients shall, on request, make available for the Federal awarding agency, pre-award review and procurement documents, such as request for proposals or invitations for bids, independent cost estimates, etc., when any of the following conditions apply.
(1) A recipient's procurement procedures or operation fails to comply with the procurement standards in the Federal awarding agency's implementation of this Circular.
(2) The procurement is expected to exceed the small purchase threshold fixed at 41 U.S.C. 403 (11) (currently $25,000) and is to be awarded without competition or only one bid or offer is received in response to a solicitation.
(3) The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.
The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under a sealed bid procurement.

A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.

Cost and price analysis. Some form of cost or price analysis shall be made and documented in the procurement files in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allowability.

Procurement records. Procurement records and files for purchases in excess of the small purchase threshold shall include the following at a minimum: (a) basis for contractor selection, (b) justification for lack of competition when competitive bids or offers are not obtained, and (c) basis for award cost or price.

Contract administration. A system for contract administration shall be maintained to ensure contractor conformance with the terms, conditions and specifications of the contract and to ensure adequate and timely follow up of all purchases. Recipients shall evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions and specifications of the contract.

Contract provisions. The recipient shall include, in addition to provisions to define a sound and complete agreement, the following provisions in all contracts. The following provisions shall also be applied to subcontracts.

(a) Contracts in excess of the small purchase threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.

(b) All contracts in excess of the small purchase threshold shall contain suitable provisions for termination by the recipient, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

(c) Except as otherwise required by statute, an award that requires the contracting (or subcontracting) for construction or facility improvements shall provide for the recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds $100,000. For those contracts or subcontracts exceeding $100,000, the Federal awarding agency may accept the bonding policy and requirements of the recipient, provided the Federal awarding agency has made a determination that the Federal Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows.

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

(4) Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, "Surety Companies Doing Business with the United States."

(d) All negotiated contracts (except those for less than the small purchase threshold) awarded by recipients shall include a provision to the effect that the recipient, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

(e) All contracts, including small purchases, awarded by recipients and their contractors shall contain the procurement provisions of Appendix A to this Circular, as applicable.

Reports and Records

Purpose of reports and records. Sections .51 through .53 set forth the procedures for monitoring and reporting on the recipient's financial and program performance and the necessary standard reporting forms. They also set forth record retention requirements.

Monitoring and reporting program performance.
(a) Recipients are responsible for managing and monitoring each project, program, subaward, function or activity supported by the
award. Recipients shall monitor subawards to ensure subrecipients have met the audit requirements as delineated in Section ___.26.
(b) The Federal awarding agency shall prescribe the frequency with which the performance reports shall be submitted. Except as
provided in paragraph ___.51(f), performance reports shall not be required more frequently than quarterly or, less frequently than
annually. Annual reports are due 90 calendar days after the grant year; quarterly or semi-annual reports shall be due 30 days after the
reporting period. The Federal awarding agency may require annual reports before the anniversary dates of multiple year awards in
lieu of these requirements. The final performance reports are due 90 calendar days after the expiration or termination of the award.
(c) If inappropriate, a final technical or performance report shall not be required after completion of the project.
(d) When required, performance reports shall generally contain, for each award, brief information on each of the following.
   (1) A comparison of actual accomplishments with the goals and objectives established for the period, the findings of the investigator,
or both. Whenever appropriate and the output of programs or projects can be readily quantified, such quantitative data should be
related to cost data for computation of unit costs.
   (2) Reasons why established goals were not met, if appropriate.
   (3) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
   (e) Recipients shall not be required to submit more than the original and two copies of performance reports.
   (f) Recipients shall immediately notify the Federal awarding agency of developments that have a significant impact on the award-
supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair
the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any
assistance needed to resolve the situation.
   (g) Federal awarding agencies may make site visits, as needed.
   (h) Federal awarding agencies shall comply with clearance requirements of 5 CFR part 1320 when requesting performance data from
recipients.

___.52 Financial reporting.
(a) The following forms or such other forms as may be approved by OMB are authorized for obtaining financial information from
recipients.
(1) SF-269 or SF-269A, Financial Status Report.
   (i) Each Federal awarding agency shall require recipients to use the SF-269 or SF-269A to report the status of funds for all non-
construction projects or programs. A Federal awarding agency may, however, have the option of not requiring the SF-269 or SF-269A
when the SF-270, Request for Advance or Reimbursement, or SF-272, Report of Federal Cash Transactions, is determined to provide
adequate information to meet its needs, except that a final SF-269 or SF-269A shall be required at the completion of the project when
the SF-270 is used only for advances.
   (ii) The Federal awarding agency shall prescribe whether the report shall be on a cash or accrual basis. If the Federal awarding agency
requires accrual information and the recipient's accounting records are not normally kept on the accrual basis, the recipient shall not be
required to convert its accounting system, but shall develop such accrual information through best estimates based on an analysis of
the documentation on hand.
   (iii) The Federal awarding agency shall determine the frequency of the Financial Status Report for each project or program,
considering the size and complexity of the particular project or program. However, the report shall not be required more frequently
than quarterly or less frequently than annually. A final report shall be required at the completion of the agreement.
   (iv) The Federal awarding agency shall require recipients to submit the SF-269 or SF-269A (an original and no more than two copies)
no later than 30 days after the end of each specified reporting period for quarterly and semi-annual reports, and 90 calendar days for
annual and final reports. Extensions of reporting due dates may be approved by the Federal awarding agency upon request of the
recipient.
   (i) When funds are advanced to recipients the Federal awarding agency shall require each recipient to submit the SF-272 and, when
necessary, its continuation sheet, SF-272a. The Federal awarding agency shall use this report to monitor cash advanced to recipients
and to obtain disbursement information for each agreement with the recipient.
   (ii) Federal awarding agencies may require forecasts of Federal cash requirements in the "Remarks" section of the report.
   (iii) When practical and deemed necessary, Federal awarding agencies may require recipients to report in the "Remarks" section the
amount of cash advances received in excess of three days. Recipients shall provide short narrative explanations of actions taken to
reduce the excess balances.
   (iv) Recipients shall be required to submit not more than the original and two copies of the SF-272 15 calendar days following the end
of each quarter. The Federal awarding agencies may require a monthly report from those recipients receiving advances totaling $1
million or more per year.
   (v) Federal awarding agencies may waive the requirement for submission of the SF-272 for any one of the following reasons: (1)
When monthly advances do not exceed $25,000 per recipient, provided that such advances are monitored through other forms
contained in this section; (2) If, in the Federal awarding agency's opinion, the recipient's accounting controls are adequate to minimize
excessive Federal advances; or, (3) When the electronic payment mechanisms provide adequate data.
   (b) When the Federal awarding agency needs additional information or more frequent reports, the following shall be observed.
(1) When additional information is needed to comply with legislative requirements, Federal awarding agencies shall issue instructions to require recipients to submit such information under the "Remarks" section of the reports.

(2) When a Federal awarding agency determines that a recipient's accounting system does not meet the standards in Section ____.21, additional pertinent information to further monitor awards may be obtained upon written notice to the recipient until such time as the system is brought up to standard. The Federal awarding agency, in obtaining this information, shall comply with report clearance requirements of 5 CFR part 1320.

(3) Federal awarding agencies are encouraged to shade out any line item on any report if not necessary.

(4) Federal awarding agencies may accept the identical information from the recipients in machine readable format or computer printouts or electronic outputs in lieu of prescribed formats.

(5) Federal awarding agencies may provide computer or electronic outputs to recipients when such expedites or contributes to the accuracy of reporting.

___.53 Retention and access requirements for records.

(a) This section sets forth requirements for record retention and access to records for awards to recipients. Federal awarding agencies shall not impose any other record retention or access requirements upon recipients.

(b) Financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained for a period of three years from the date of submission of the final expenditure report or, for awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, as authorized by the Federal awarding agency. The only exceptions are the following.

(1) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

(2) Records for real property and equipment acquired with Federal funds shall be retained for 3 years after final disposition.

(3) When records are transferred to or maintained by the Federal awarding agency, the 3-year retention requirement is not applicable to the recipient.

(4) Indirect cost rate proposals, cost allocations plans, etc. as specified in paragraph ____.53(g).

(c) Copies of original records may be substituted for the original records if authorized by the Federal awarding agency.

(d) The Federal awarding agency shall request transfer of certain records to its custody from recipients when it determines that the records possess long term retention value. However, in order to avoid duplicate recordkeeping, a Federal awarding agency may make arrangements for recipients to retain any records that are continuously needed for joint use.

(e) The Federal awarding agency, the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of recipients that are pertinent to the awards, in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to a recipient's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but shall last as long as records are retained.

(f) Unless required by statute, no Federal awarding agency shall place restrictions on recipients that limit public access to the records of recipients that are pertinent to an award, except when the Federal awarding agency can demonstrate that such records shall be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) if the records had belonged to the Federal awarding agency.

(g) Indirect cost rate proposals, cost allocations plans, etc. Paragraphs (g)(1) and (g)(2) apply to the following types of documents, and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) If submitted for negotiation. If the recipient submits to the Federal awarding agency or the subrecipient submits to the recipient the proposal, plan, or other computation to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts on the date of such submission.

(2) If not submitted for negotiation. If the recipient is not required to submit to the Federal awarding agency or the subrecipient is not required to submit to the recipient the proposal, plan, or other computation for negotiation purposes, then the 3-year retention period for the proposal, plan, or other computation and its supporting records starts at the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

Termination and Enforcement

___.60 Purpose of termination and enforcement. Sections ___.61 and ___.62 set forth uniform suspension, termination and enforcement procedures.

___.61 Termination.

(a) Awards may be terminated in whole or in part only if (1), (2) or (3) apply.

(1) By the Federal awarding agency, if a recipient materially fails to comply with the terms and conditions of an award.

(2) By the Federal awarding agency with the consent of the recipient, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
(3) By the recipient upon sending to the Federal awarding agency written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency determines in the case of partial termination that the reduced or modified portion of the grant will not accomplish the purposes for which the grant was made, it may terminate the grant in its entirety under either paragraphs (a)(1) or (2).

(b) If costs are allowed under an award, the responsibilities of the recipient referred to in paragraph ___.71(a), including those for property management as applicable, shall be considered in the termination of the award, and provision shall be made for continuing responsibilities of the recipient after termination, as appropriate.

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___.62 Enforcement.

(a) Remedies for noncompliance. If a recipient materially fails to comply with the terms and conditions of an award, whether stated in a Federal statute, regulation, assurance, application, or notice of award, the Federal awarding agency may, in addition to imposing any of the special conditions outlined in Section ___.14, take one or more of the following actions, as appropriate in the circumstances.

(1) Temporarily withhold cash payments pending correction of the deficiency by the recipient or more severe enforcement action by the Federal awarding agency.

(2) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

(3) Wholly or partly suspend or terminate the current award.

(4) Withhold further awards for the project or program.

(5) Take other remedies that may be legally available.

(b) Hearings and appeals. In taking an enforcement action, the awarding agency shall provide the recipient an opportunity for hearing, appeal, or other administrative proceeding to which the recipient is entitled under any statute or regulation applicable to the action involved.

(c) Effects of suspension and termination. Costs of a recipient resulting from obligations incurred by the recipient during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if (1) and (2) apply.

(1) The costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are noncancellable.

(2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

(d) Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude a recipient from being subject to debarment and suspension under E.O.s 12549 and 12689 and the Federal awarding agency implementing regulations (see Section ___.13).

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SUBPART D - After-the-Award Requirements

___.70 Purpose. Sections ___.71 through ___.73 contain closeout procedures and other procedures for subsequent disallowances and adjustments.

___.71 Closeout procedures.

(a) Recipients shall submit, within 90 calendar days after the date of completion of the award, all financial, performance, and other reports as required by the terms and conditions of the award. The Federal awarding agency may approve extensions when requested by the recipient.

(b) Unless the Federal awarding agency authorizes an extension, a recipient shall liquidate all obligations incurred under the award not later than 90 calendar days after the funding period or the date of completion as specified in the terms and conditions of the award or in agency implementing instructions.

(c) The Federal awarding agency shall make prompt payments to a recipient for allowable reimbursable costs under the award being closed out.

(d) The recipient shall promptly refund any balances of unobligated cash that the Federal awarding agency has advanced or paid and that is not authorized to be retained by the recipient for use in other projects. OMB Circular A-129 governs unreturned amounts that become delinquent debts.

(e) When authorized by the terms and conditions of the award, the Federal awarding agency shall make a settlement for any upward or downward adjustments to the Federal share of costs after closeout reports are received.

(f) The recipient shall account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with Sections ___.31 through ___.37.

(g) In the event a final audit has not been performed prior to the closeout of an award, the Federal awarding agency shall retain the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

___.72 Subsequent adjustments and continuing responsibilities.
(a) The closeout of an award does not affect any of the following.
(1) The right of the Federal awarding agency to disallow costs and recover funds on the basis of a later audit or other review.
(2) The obligation of the recipient to return any funds due as a result of later refunds, corrections, or other transactions.
(3) Audit requirements in Section __.26.
(4) Property management requirements in Sections __.31 through __.37.
(5) Records retention as required in Section __.53.
(b) After closeout of an award, a relationship created under an award may be modified or ended in whole or in part with the consent of the Federal awarding agency and the recipient, provided the responsibilities of the recipient referred to in paragraph __.73(a), including those for property management as applicable, are considered and provisions made for continuing responsibilities of the recipient, as appropriate.

__.73 Collection of amounts due.
(a) Any funds paid to a recipient in excess of the amount to which the recipient is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by (1), (2) or (3).
(1) Making an administrative offset against other requests for reimbursements.
(2) Withholding advance payments otherwise due to the recipient.
(3) Taking other action permitted by statute.
(b) Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR Chapter II, "Federal Claims Collection Standards."

CONTRACT PROVISIONS

All contracts, awarded by a recipient including small purchases, shall contain the following provisions as applicable:


2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) - All contracts and subcontracts in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) - Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under a Contract or Agreement - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** - Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).


8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.