

ARKANSAS DEVELOPMENT FINANCE AUTHORITY



HOME Investment Partnerships Program

Homeowner Rehabilitation/Reconstruction & New Construction



2008-09

**INSTRUCTIONS
FOR
SUBMITTING PROGRAM APPLICATIONS**

All single-family applications for HOME Funds must use the following instructions for submitting an Application. All applications must be submitted in the required format.

1. Submit one (1) signed original application, together with supporting documents. Submit application to:

**Arkansas Development Finance Authority
HOME Investment Partnerships Program
Post Office Box 8023
Little Rock, Arkansas 72203**

2. A copy of the application, along with a completed Federal Form 424, must also be submitted to the State Clearinghouse. If the applicant is not a state agency, a copy of this same information must also be submitted to the appropriate Area-wide Clearinghouse. **The address of the State Clearinghouse is:**

**Arkansas Dept. of Finance & Administration
State Clearinghouse
1515 Building, Room 417
Little Rock, Arkansas 72201**

3. Please retain a copy of the full application for your files.
4. Answer all questions. If not applicable to your program, mark "NA."
5. Use and include application checklist.
6. **ONLY MATERIALS** submitted on the enclosed forms (or copies of the forms) will be accepted for review. Others will be returned. Use only forms provided and additional sheets as necessary. Failure to comply may result in disqualification.
7. Incomplete applications will be returned and may result in disqualification.
8. Nonprofit organizations without housing development experience must include a copy of the consultant's qualifications.
9. Secure application with a binder clip -- do not insert application in any notebook, hardback cover or use Acco fasteners or any other permanent means of fastening.
10. Please do not submit a handwritten application (Please type)

PART I - APPLICATION CHECKLIST

Part I of the application provides information about the entity (i.e., local jurisdiction or nonprofit entity) submitting the application.

Completed applications must include the following documentation and attachments. Check applicable boxes below or mark "NA".

PLEASE NUMBER AND INCLUDE ATTACHMENTS IN THE ORDER LISTED BELOW:

- Application for HOME Assistance
- Applicant Experience and Capacity
- Project Development Team Members
- HOME Program – Match Guidance
- Completed HOME Match Form
- Minority and Women’s Owned Business Enterprise Plan (MBE/WBE)
- Criminal Background and Disclosure Form
- HOME Certification Form
- Copy of Funding Commitment Letters
- Completed Federal Form 424 (See ADFA website www.arkansas.gov/adfa)
- Copy of City’s Fair Housing Ordinance
- Copy of Section 3 Plan
- Copy of Affirmative Fair Housing Marketing Plan (Homebuyer activities)
(See ADFA website www.arkansas.gov/adfa)
- Cooperative Agreement, if applicable (joint applications only)
- Copy of Financial Statement(s)
- Copy of Most Recent Audit
- Community Support Letters (i.e., community organizations)
- Letter of Support from the Mayor or County Judge
- Request for Taxpayer Identification Number (IRS Form W-9)
(See ADFA website www.arkansas.gov/adfa)
- Contract and Grant Disclosure and Certification Form
(See ADFA website www.arkansas.gov/adfa)



HOME PROGRAM APPLICATION FOR ASSISTANCE

APPLICANT INFORMATION

Name of Entity: _____

Contact Person: _____

Mailing Address: _____

City: _____ County: _____

Zip Code: _____ Telephone: _____ Fax: _____

If Applicant's "physical address is different from the "mailing address", complete below:

Applicant's Physical Address: _____

City, State, Zip: _____

Email Address: _____

Federal Tax Identification #: _____ - _____

State Senate District #: _____ Congressional District #: _____

Development Type: Rehabilitation New Construction Rehabilitation and Reconstruction

Number of HOME-assisted Units: _____

Amount of HOME Funds Requested: _____

Legal Form of Applicant: (check only one):

City County Non-Profit CHDO Joint application

Applicant's Fiscal Year Ends: Month _____ Day _____ (e.g., June 30th or December 31st)

CONSULTANT/ADMINISTERING AGENT INFORMATION (if applicable)

Name: _____

Mailing Address: _____

City: _____ County: _____

Zip Code: _____ Telephone: _____ Fax: _____

Taxpayer ID # (TIN): _____

E-mail Address: _____

Certification of Chief Elected Official or Chairman of the Board (Nonprofits and PHAs)

To the best of my knowledge and belief, all data contained in this application is true and correct and its submission has been duly authorized by the governing body. I understand that if the application is found to contain significant misinformation or deviates significantly from the integrity of the HOME application process, this application will be returned and could result in disqualification.

Signature: _____ Title: _____

Name: _____ Date: _____

(ADFA HOME FORM 4000-98)

APPLICANT EXPERIENCE AND CAPACITY:

Has the Applicant received technical assistance or training to complete the application or to carryout the activity requested in this application? No Yes ICF Consulting

USDA-RD Other (Sponsor Name): _____

1. ADFA-sponsored Workshops Attended (List Name and Date of Workshop):

Name: _____ Date: _____

Name of Workshop: _____ Date: _____

Name of Workshop: _____ Date: _____

2. Provide details of your experience in developing, rehabilitating or managing affordable housing similar to the types of activities you will be undertaking with HOME funds

Housing Activities (Check all that apply):

- Rental Rehabilitation
 - Owner-Occupied Rehabilitation
 - Rental New Construction
 - Single-family New Construction
 - Homebuyer
 - Other (explain)
-
-
-

Housing Resources Utilized (Check all that apply):

- CDBG
- HOME
- LIHTC
- USDA-Rural Development
- State Weatherization Programs
- Section 8 Rental Assistance
- Other:

3. Copy of Financial Statements/Audit for last three (3) years

a. Has your organization been cited for any audit findings/concerns within the last three (3) years? Yes No

b. If yes, have the findings/concerns been resolved? Yes No

4. List ADFA housing projects completed in last five (5) years (Use separate page, if necessary):

PROJECT DEVELOPMENT TEAM MEMBERS/RESPONSIBILITIES:

PROGRAM ADMINISTRATOR and COMPLIANCE STAFF

Name: _____

Experience (# Years): _____

Inspection Trainings/Seminars (List below):

PROJECT INSPECTOR (Note: Please do not list the ADFA Inspector)

Name: _____

Experience (# Years): _____

Inspection Trainings/Seminars (List below):

FINANCIAL MANAGER

Name: _____

Experience (# Years): _____

Role: _____

ARCHITECT/ENGINEER (if applicable)

Name: _____

Experience (# Years): _____

Has the architect or engineer been suspended from any ADFA programs? Yes No

Is the architect or engineer currently debarred from participating in federal programs? Yes No

CONTRACTOR

Name: _____

Experience (# Years): _____

Has the contractor been suspended from any ADFA programs? Yes No

Is the contractor currently debarred from participating in federal programs? Yes No

HOME Program – Match Guidance

INELIGIBLE SOURCES OF MATCH

The following do not meet the requirements for eligible sources of match and do not count toward meeting the applicant's match obligation:

- Contributions made with or derived from federal resources or funds (including CDBG), regardless of when the funds were received or expended.
- The interest rate subsidy attributable to the federal tax exemption on financing (such as bonds issued by the state) or the value attributable to federal tax credits (such as the Housing Tax Credit Program);
- Owner equity or investment in a project;
- Cash or other forms of contributions from owners for or recipients of HOME assistance or contracts, or investors who own, are working on, or are proposing to apply for assistance for a HOME-assisted project;
- Contributions counted as match toward any other federally-funded program. Match counted for other federal programs such as Medicare, Medicaid, and Head Start cannot be counted as HOME match.
- Other forms of contributions not meeting the HOME requirements at 92.220 are also ineligible.

ELIGIBLE SOURCES OF MATCH

- Cash or cash equivalents from a non-federal source
- Value of waived taxes, fees, or charges associated with HOME projects
- Value of donated land or real property
- Donated infrastructure improvements associated with HOME projects
- Value of donated materials, equipment, labor, and professional services
- Direct costs of supportive services to residents of HOME projects
- Direct costs of homebuyer counseling to families purchasing homes with HOME assistance.

NOTE: In all cases, proper documentation is required for eligibility. Also, to be eligible, donations must originate from a source other than the project owner, developer, consultant, or building contractor. (Source: HUD CPD Notice 97-3)

ATTACHMENT M
HOME PROGRAM MATCH FORM

Part I: Participant Information

Organization Name:

Organization Address:

Person Completing Form:

Telephone Number:

Reporting Period:

Starting:

Ending:

Date Submitted:

Part II: Match Contribution

| 1. HOME Project No. | 2. Date of Contribution | 3. Cash (nonfederal) (sources) | 4. Foregone Taxes, Fees, Charges | 5. Appraisal Land/Real Property | 6. Required Infrastructure | 7. Site Preparation, Construction Materials, Donated Labor | 8. Bond Financing | 9. Total Match |
|---------------------------|-------------------------|--------------------------------|----------------------------------|---------------------------------|----------------------------|--|-------------------|----------------|
| | | | | | | | | |
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| GRAND TOTAL MATCH: | | | | | | | | |

MINORITY & WOMEN BUSINESS ENTERPRISES PLAN

Name of Agency or Organization: _____

Mailing Address: _____ Street address: _____

City ST Zip
Telephone: _____ FAX: _____

Policy Statement: The above agency (organization) is committed to fully support all possible participation of firms owned and operated by Arkansas Minority Business and Women Business Enterprises by establishing a goal to procure contracted goods and services from Arkansas Minority Business and Women Business Enterprises when expending HOME funds each fiscal year.

_____ is the Procurement Officer
Name (please print)

to be responsible for administering this compliance plan.

Name of highest elected official (mayor, county judge, or chairman of the board of a non-profit)

Name Title

Signature Date

Supervisor of Procurement Officer Name - (person with oversight responsibility)

Telephone: _____ Fax: _____

E-mail: _____

Strategies and Procedures to Comply with MBE & WBE

Procedures and initiatives that you should consider are as follows: (We are not suggesting that this form be followed verbatim because you may already have a system in place which accomplished the same thing. However, it is required that you implement these procedures and document initiatives to interact with MBE and WBE businesses.)

| Projected Date Procedures or Initiatives are to be Implemented | Actual Date Implemented | |
|--|-------------------------------|--|
| _____ | _____ | (1) Utilize Office of State Purchasing of the Department of Finance and Administration and Minority Business Development/AIDC, MBE & WBE Directories and develop a local list of MBEs/WBEs to use in specific communities. |
| _____ | _____ | (2) Attend and/or participate in local Economic Development Meetings At least once annually during the fiscal year in which HOME funds are used to seek minority vendors. |
| _____ | _____ | (3) Provide names and addresses of local minority business to Minority Business Development Division/AIDC and the Office of State Purchasing, which are not on their lists. |
| _____ | _____ | (4) Work with local organizations to seek MBE and WBE to purchase products, services, i.e., churches, NAACP, Business and Professional Women's Association, Chamber of Commerce, related organizations, etc. |
| _____ | _____ | (5) Hold monthly meetings with appropriate staff to discuss accomplishments and promote increased efforts to utilize MBE and WBE. |
| _____ | _____ | (6) Develop list of common goods and services that known MBE and WBE can provide, i.e., contractors, lenders, realtors, legal consultants, specialty contractors such as plumbers, electricians, roofers, landscapers, etc., and discuss with staff regularly. |
| _____ | _____ | (7) Have available for MBEs and WBEs a list of products and services normally let to bid. |
| _____ | _____ | (8) Publish statement of public policy and commitment to affirmative marketing to MBEs/WBEs in the print media of widest local circulation. Retain copy in file. |
| _____ | _____ | (9) Place ads or announcements in local print and/or electronic media to market and promote contract and business opportunities for MBEs/WBEs. Clip and retain copy in file. |
| _____ | _____ | (10) Notify MBEs/WBEs by direct mail of all awards or agreements for projects involving five or more units. Describe activity and number of units to be developed giving name, address of owner, manager or sponsor. |
| _____ | _____ | (11) Include any other procedures that the agency deems necessary to comply with the goals and objectives of the compliance plan. |

CRIMINAL BACKGROUND and DISCLOSURE FORM - HOUSING

In connection with a HOME Investment Partnership Program (HOME) Application submitted to the Arkansas Development Finance Authority by _____
 (Name of Applicant)
 requesting HOME funds for the development of _____,
 (Name of Development/Project)
 I, _____, on behalf _____,
 (Name) (Name of Development Team Member)
 being duly sworn, hereby certify that I or any principal¹ _____:
 (Name of Development Team Member)

1. have not been convicted by any state or federal jurisdiction of any felony.
 or
 have been convicted by a state or federal jurisdiction of a felony and the following details are provided:

| Jurisdiction | Date | Offense | Punishment | Details |
|--------------|------|---------|------------|---------|
| | | | | |
| | | | | |

2. have not been fined, suspended, or debarred as a result of any financial, performance or housing activity by any state or federal agency.
 or
 have been fined, suspended, or debarred as a result of any financial, performance or housing activity by a state or federal agency and the following details are provided:

| Agency | Date | Details |
|--------|------|---------|
| | | |
| | | |

3. have not filed for bankruptcy or reorganization.
 or
 have filed for bankruptcy or reorganization and the following details are provided:

| Jurisdiction | Date | Details |
|--------------|------|---------|
| | | |
| | | |

¹ If the development team member is a partnership, association, limited liability company, or corporation, "principal" shall include: it general partner(s), managing member(s), or any person who has at least a ten percent (10%) ownership interest in any ownership entity of such partnership, association, limited liability company or corporation.

HOME CERTIFICATION

The undersigned is responsible for ensuring that the project complies with Title II of the National Affordable Housing Act of 1990 and the HOME Investment Partnerships Program regulations at 24 CFR Part 92. The undersigned is also responsible for ensuring that the project or program complies with administrative rules that the Arkansas Development Finance Authority (ADFA) may promulgate to govern the Program.

The undersigned hereby makes application to ADFA for HOME Program funds. The undersigned agrees that ADFA will at all times be indemnified and held harmless against all losses, costs, damages, expenses and liabilities whatsoever their nature or kind (including, but not limited to attorney's fees, liquidation and court costs, amounts paid in settlement, and amounts paid to discharge judgment) directly or indirectly resulting from, arising out of, or related to acceptance, consideration and approval or disapproval of such funding request.

To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and implementation of any project under any program of ADFA shall be given to minority individuals and women. To the greatest extent feasible, and consistent with Arkansas and Federal Law, contracts for work to be performed in connection with any project under any program of the HOME Program shall be made available and awarded to businesses, including but not limited to those in the fields of finance, planning, consulting, design, architecture, marketing, building construction, property management and/or maintenance, which are owned, in whole or in part, by minority individuals and/or women, and low income residents of the area.

Any project under any program of ADFA shall be affirmatively marketed and available for occupancy by all persons regardless of race, national origin, religion, creed, sex, age, handicap, or family status. The undersigned will document the actions taken to affirmatively further fair housing.

The implementation of any project under any program of ADFA shall minimize the involuntary displacement of low-income households. Your signature on this pre-application indicates your receipt of this statement and your agreement to comply with ADFA's non-displacement in housing policy. You further agree to conform to the policy in every phase of the planning, implementation and operation.

Your signature below will indicate your receipt of this statement and agreement to comply with ADFA's equal employment opportunity and non-discrimination policies. Your signature will also indicate your understanding that ADFA's willingness to issue a commitment to you for HOME Program funds is conditioned upon your agreement to comply with these policies.

The undersigned, as the authorized representative certifies that upon receiving HOME funds for the construction, acquisition, preservation or management of a HOME assisted project that first preference for the occupancy of said project will be given to victims of federal or state designated disaster areas.

The undersigned, as an essential part of the application for allocation of HOME Program funds hereby certifies that the information contained herein is true to the best of the undersigned's knowledge and belief. Falsification of information supplied in this application may disqualify the project for HOME Program funds. The information given by the sponsor may be subject to verification by ADFA.

The sponsor has caused this document to be duly executed in its name on this _____ day of _____, 20____.

Organization Name

By: _____
Authorized Name/Title

Signature

PART II

ARKANSAS DEVELOPMENT FINANCE AUTHORITY



HOME Investment Partnerships Program

Homeowner Rehabilitation



HOMEOWNER REHABILITATION CHECKLIST AND REQUIRED FORMS FOR APPLICATION SUBMISSION

(Submit Checklist with Application Packet)

HOMEOWNER INFORMATION

- Homeowner Loan Application
- Verification of Income from Source must include one of the following:
(Paycheck Stub, SSI, W-2s, Verification of Employment Form)

PROPERTY INFORMATION

- Proof of Sole Ownership - minimum of three (3) years (must provide copy of Recorded Warranty Deed)
- Mortgage History Letter on current lien (Mortgage Payoff)
- Title Commitment – (must provide copy of title commitment)
- Survey (reconstruction only)
- Proof of Paid/Current Real Estate Taxes (paid receipt from tax assessor)
- Real Estate Tax Card or Fair Market Value Estimation Form
- Four Color Photos of the House – (Front & Back) (Side Views)
- Area Map with Property Location Noted
- Flood Plain Map (FIRM) (property location, panel number and flood plain noted)
- Environmental Statutory Checklist, completed, and signed with supporting photos

SCOPE OF WORK

- Section 8 Inspection Form - Completed, signed and dated (Rehabilitation only)
- ADFA Rehabilitation Standards Work Write-up Template (Completed, signed, and dated)
(visit www.arkansas.gov/adfa to view this document)
- Description of Materials
- Copy of signed lead-based paint compliance documentation (Rehabilitation only) Pre-1978 dwelling
- Complete Set of ADFA House Plans and Specifications (Reconstruction only) – signed by homeowner
- Copy of selected Contractors' Itemized Bid, signed and dated (must obtain 3 separate bids)
- Copy of Advertisement for Bids; Proof of Publication; and Bid Tabulation Sheet (ARDEMGAZ)
- Copy of Homeowner's current Hazard Insurance Policy, Binder, or Quote
- Project Setup HUD Form (visit www.arkansas.gov/adfa to view this document)

CONTRACTOR INFORMATION

- Copy of Contractors Arkansas State License
- Copy of General Liability Insurance
- Copy of Builders Risk Insurance
- Payment and Performance Bond or Irrevocable Letter of Credit (must provide one) –
(Reconstruction projects only)

CONTRACTS

- Owner Occupied Rehabilitation Agreement (Agreement between administering entity and homeowner)
- Owner/Contractor Agreement - Completed and signed
- Consultant Contract (Agreement between administering entity and consultant, if applicable)

OTHER

- ADFA Forms

HOMEOWNER LOAN APPLICATION

The information collected below will be used to determine whether you qualify as a borrower under The State HOME Loan Program. It will not be disclosed outside the HOME Program Agencies without your consent except to your employer for verification of information, obtaining credit information from a national credit-reporting agency, and as required and permitted by law. You do not have to provide the information, but if you do not your application for a loan may be delayed or rejected.

APPLICANT INFORMATION:

Property Address: _____ City: _____ State: ___ Zip: _____ Phone: _____

How long have you owned your home? _____

How many Dependents live at the above address? _____

Marital Status: ___Married ___Unmarried ___Separated

Employment Information:

Name of Employer: _____

Address: _____ City: _____ State: _____ Zip: _____

Position/Title: _____ Employment Date: _____

Supervisor's Name: _____ Telephone: _____

CO-APPLICANT INFORMATION:

Property Address: _____ City: _____ State: ___ Zip: _____ Phone: _____

How long have you owned your home? _____

How many Dependents live at the above address? _____

Marital Status: ___Married ___Unmarried ___Separated

Employment Information:

Name of Employer: _____

Address: _____ City: _____ State: _____ Zip: _____

Position/Title: _____ Employment Date: _____

Supervisor's Name: _____ Telephone: _____

ANNUAL HOUSEHOLD INCOME PROJECTED FOR THE NEXT 12 MONTHS

| Source | Applicant | Co-Applicant | Other Household Member 18 or Older | Total |
|--|------------------|---------------------|---|--------------|
| Salary | | | | |
| Overtime Pay | | | | |
| Commissions | | | | |
| Fees | | | | |
| Tips | | | | |
| Bonuses | | | | |
| Interest and/or Dividends | | | | |
| Net Income from Business | | | | |
| Net Rental Income | | | | |
| Social Security, Pensions, Retirement Funds, Etc., Received Periodically | | | | |
| Unemployment Benefits | | | | |
| Worker Compensation, etc. | | | | |
| Alimony, Child Support | | | | |
| Welfare Payments | | | | |
| Other | | | | |
| TOTAL ANNUAL HOUSEHOLD INCOME | | | | |
| TOTAL MONTHLY HOUSEHOLD INCOME | | | | |

LIABILITIES:

List outstanding debts including auto loans, credit cards, charge accounts, credit union loans, personal loans, real estate loans (except for the home you live in)

| Type | Creditor's Name | Monthly Payment | Unpaid Balance | Payment Date |
|--------------|------------------------|------------------------|-----------------------|---------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| TOTAL | | | | |

MONTHLY HOUSING EXPENSE:

| | Monthly Payment | Principal Balance | |
|----------------------------|-----------------|-------------------|---|
| Monthly Mortgage Payment | \$ | \$ | Mortgage Holder: Address: _____ |
| Hazard and Flood Insurance | \$ | \$ | Describe any special circumstances relative to your housing or its financing: |
| Real Estate Taxes | \$ | \$ | |
| Other (please specify) | \$ | \$ | |
| TOTAL | \$ | \$ | |

HOUSEHOLD COMPOSITION:

(List the head of your household and all members who live in your home. Give the relationship of each family member to the head)

| | Full Name | Relationship | Age | Social Security No. |
|---|-----------|--------------|-----|---------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |

1. Does anyone live with you now that is not listed above? _____ Yes _____ No

2. Does anyone plan to live with you in the future who is not listed above? _____ Yes _____ No

Please explain if you answer "Yes" to either question above.

If “Yes” to any of the following questions you *must* attach an explanation on a separate sheet.

1. Do you have any outstanding unpaid judgments? \$_____Amount Yes No
 2. In the past seven (7) years have you declared bankruptcy? Yes No
 - *If currently in Bankruptcy you must provide a Post-Petition-to-Incur-Debt from Bankruptcy Court.*
 3. Are you currently a party in a lawsuit? Yes No
 4. Are you or anyone living in the household related to any staff member of the agency to which you are applying for HOME funds? Yes No
 - *Please explain if you answer "Yes" to either question above.*
-

The information provided below is true and complete to the best of my/our knowledge and belief. I/we consent to the disclosure of such information for purposes of income and verification related to my/our application for financial assistance. I/We understand that any willful misstatement of material fact will be grounds for disqualification.

Applicant Signature:

Date

Co-Applicant

Date

PROPERTY INFORMATION

1 Type of structure (check appropriate description)

Masonry Veneer Wood Frame Mobile Home/Manufactured

2 What is the primary (main) source of heat in your home? (Check one)

Natural Gas LP Gas Electricity Wood Coal Oil

4 What were your average monthly utility bills last year? \$_____

5 Type of A/C:

Central Unit Window Unit No Air

6 Give a brief description of the necessary home repairs needed.

7. List the year your house was built: _____

8. How long have you resided in your home? _____

9. Have you received assistance of any kind for home improvements in the past?

Yes No

Please explain if you answered "Yes" to either question above.

Financing Provided by: _____

Loan Amount: \$_____ Balance: \$_____

OWNER CERTIFICATIONS

I certify that I am the owner and have given my permission to allow work on the property listed above in accordance with the following provisions:

- 1 Rehabilitation of my home to code standards established by the State of Arkansas HOME Program. The amount of HOME funds and description of the work completed has been verified and accepted by the execution of the Owner/Contract Agreement.
- 2 Such other particulars as may be attached to this agreement.



I also release _____ [State Recipient Name] _____ and ADFA of all liability during rehabilitation of my home, and grant permission for photographs and information to be used to document housing improvement success stories via the news media. This includes permission to inspect utility billing records before and subsequent to housing improvement work performed for the sole purpose of obtaining data to evaluate the energy conserving effectiveness of the work done, and directs the pertinent utility and fuel companies to make records available to the above mentioned HOME recipient/subrecipient.

By my signature below, I certify that I have read and/or been informed of the above agreements and fully understand all provisions. I certify that I will not sell or transfer the title to my home per the terms of the executed Note and Mortgage after construction is completed, unless I/we shall repay all or a portion of the funds provided pursuant to any associated loan agreements. I/we understand that the residence being rehabilitated is our primary residence and must remain our primary residence through the affordability period outlined in the note and mortgage. I/we were instructed and fully understand the terms of the note and mortgage. I/we were informed of our right to cancel the rehabilitation of our residence prior to any construction being initiated.

I certify that I will participate in a homeowner-training program, if required.

In addition, I certify that the information provided above is true and complete to the best of my/our knowledge and belief. I/We consent to the disclosure of such information for purposes of income and verification related to my/our application for financial assistance. I/We understand that any willful misstatement of material fact will be grounds for disqualification.

Applicant Signature: _____ Date: _____

Co-Applicant Signature: _____ Date: _____

THE FOLLOWING INFORMATION IS FOR STATISTICAL PURPOSES.

Priority consideration may be awarded for elderly and disabled status.

Income Type: _____

1 = 0-30%

2 = 30-50%

3 = 50-60%

4 = 60-80%

Ineligible = Above 80%

_____ Size of Household:

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

Head of Household: _____

1 = Single/Non-Elderly

2 = Elderly (62 and above)

3 = Related/Single Parent

4 = Related/Two Parent

5 = Other

Race/Head of Household: _____

1 = White

2 = Black

3 = Native American

4 = Asian/Pacific Islander

5 = Hispanic

Sex of Head of Household: Female_____ Male_____

Displaced Homemaker: Yes_____ No_____

Legalized Alien: Yes_____ No_____

Disabled Yes_____ No_____

A displaced homemaker means an adult individual who has not worked full-time, full-years in the labor force for a number of years, but has during such years, worked primarily without remuneration to care for the home and family and is employed or under employed and is experiencing difficulty in obtaining or upgrading employment.

DIRECTIONS TO HOUSE:

ENVIRONMENTAL CHECKLIST and ENVIRONMENTAL ASSESSMENT CHECKLIST

Statutory Checklist

Federal Laws and Authorities listed at Sec. 58.5

Development Name : _____

Development Type: _____

| Area of Statutory or Regulatory Compliance | Not Applicable to This Project | Consultation Required* | Review Required* | Permits Required* | Determination of consistency | Approvals, Permits Obtained* | Conditions and/or Mitigation | Actions Required | Provide compliance documentation. Additional material may be attached. |
|---|--------------------------------|------------------------|------------------|-------------------|------------------------------|------------------------------|------------------------------|------------------|--|
| Historic Properties | | | | | | | | | |
| Floodplain Management | | | | | | | | | |
| Wetlands Protection | | | | | | | | | |
| Coastal Zone Management | | | | | | | | | |
| Water Quality - Aquifers | | | | | | | | | |
| Endangered Species | | | | | | | | | |
| Wild and Scenic Rivers | | | | | | | | | |
| Air Quality | | | | | | | | | |
| Farmlands Protection | | | | | | | | | |
| Manmade Hazards: | | | | | | | | | |
| Thermal/Explosive | | | | | | | | | |
| Noise | | | | | | | | | |
| Airport Clear Zones | | | | | | | | | |
| Toxic Sites | | | | | | | | | |
| Environmental Justice | | | | | | | | | |

Attachments to the checklist should include: 1.) Photos showing at least four views of subject property and surrounding area (front of subject property, area to the left of subject property, area to the right of subject property, street view, area behind subject property); 2.) Copy of area map with property location noted; 3.) Copy of flood plain map (FIRM) with property location, flood zone, and panel number indicated. Also, if a noise study or eight-step flood process is required, please provide supporting documentation.

Summary of Findings and Conclusions:

Summary of Environmental Conditions:

Project Modifications and Alternatives Considered:

Additional Studies Performed (Attach Study or Summary):

Mitigation Measures Needed:

Section 8 Inspection Form

Housing Quality Standard (HQS)

Visit ADFA's Website at www.arkansas.gov/adfa to view this document

OR

Click on the following link to view document:

<http://www.hudclips.org/subnonhud/cgi/pdfforms/52580-a.pdf>

SPECIFICATIONS/ WORK WRITE-UP

ADFA Rehabilitation Work Write-up Template

Visit ADFA's website at www.arkansas.gov/adfa to view the document

DESCRIPTION OF MATERIALS

<https://formsadmin.sc.egov.usda.gov/efcommon/eFileServices/Forms/RD1924-0002.pdf>

LEAD-BASED PAINT PAMPHLET

<http://www.epa.gov/lead/pubs/leadpdf.pdf>

COPY OF COMPLETE SET OF PLANS AND SPECIFICATIONS

Note: All ADFA single-family projects must meet at least Level 1 in accordance with the *Arkansas Usability Standards in Housing: Guidance Manual for Constructing Inclusive Functional Dwelling (AUSH)*.

For more information, please visit the following website: www.studioaid.org under the “Design” link, click on “standards.”

COPY OF SELECTED CONTRACTORS ITEMIZED BID
(COPY MUST BE SIGNED AND DATED)

See HUD Website to view a sample copy of a bid form:

<http://www.hud.gov/offices/cpd/affordablehousing/library/forms/bidform.doc>

COPY/PROOF OF HOMEOWNER'S HAZARD INSURANCE
POLICY, BINDER, OR QUOTE

Note: All homeowners must provide proof of insurance prior to commitment of funds

HUD PROJECT SET-UP FORM

Please visit www.arkansas.gov/adfa to view this form.

CONTRACTOR INFORMATION

Please provide the following information in this section of the application.

- Copy of Contractor's Arkansas State License
- Copy of General Liability Insurance
- Copy of Builder's Risk Insurance
- Payment and Performance Bond or Irrevocable Letter of Credit

OWNER-OCCUPIED REHABILITATION AGREEMENT

Visit ADFA's website at www.arkansas.gov/adfa to view this document

OWNER/CONTRACTOR AGREEMENT

OWNER:

PROPERTY ADDRESS:

CONTRACTOR:

AGENCY: **Arkansas Development Finance Authority**

CONTRACT PRICE: \$

EFFECTIVE DATE:

EXECUTION DATE
(NLT):

This Contract is between "Owner" and "Contractor", warranting itself to be licensed and qualified to perform the work specified herein. This Contract is for the rehabilitation of property located as indicated above (referred to in this contract as the "property").

**IN CONSIDERATION OF THEIR MUTUAL PROMISES, THE PARTIES
AGREE AS FOLLOWS**

Part I - Specific Terms

(1) EFFECTIVE DATE: This document shall have no force or effect unless and until executed by the Owner and Contractor, approved by the "Agency", and properly executed and approved copy is mailed to the contractor at the address shown above. The date on which the copy is mailed shall be referred to as the "Effective Date." If a properly executed and approved copy of this contract is not mailed on or before the execution date, the contractor is not bound by the terms of this contract. If, however, a properly executed and approved copy of this contract is mailed after that date, the contractor subsequently performs work on or delivers materials to the property, the contractor shall be bound by this contract. The contractor shall not be compensated under this contract for work commenced or materials delivered to the property before the Effective Date.

(2) THE CONTRACT. This Contract consists only of this Part I (Specific Terms), Part 11 (Standard Terms), and the following attachments:

A. Schedule of work (work write-up dated:

B. Specifications contained in **General Specifications**.

C. Payment Schedule.

(3) TIME FOR COMMENCEMENT AND COMPLETION. The contractor agrees to commence, or cause to be commenced, the actual work described in the schedule of work within thirty (30) days after Effective Date. The contractor agrees to complete, free of liens or rights of liens of contractors, mechanics, materialmen or laborers, all work listed above within **ninety (90) days** after the Notice to Proceed is given, subject to extensions approved by the Owner and the Agency for the period of excusable delays (including strikes, acts of God or other reasons beyond the control of the Owner or Contractor). The contractor agrees that time is of the essence of this contract. If work has not been completed by the date herein, the contractor shall be assessed liquidated damages in favor of the Owner and the Agency in the amount of **ONE HUNDRED DOLLARS (\$100.00)** per day for each calendar day in excess of the number of days, as provided herein, unless the act from a source, as determined by the Owner or the Agency, is found to be beyond the contractor's control caused such delay in completing the project.

(4) CONTRACT PRICE. The Contractor agrees to accomplish work as described in the Schedule of Work in accordance with each and every term and condition of this Contract, for a total contract price. The price of specific items of work is stated in the Schedule of Work.

(5) PROGRESS PAYMENTS. The Contractor agrees that the total contract price shall be paid in one or more progress payments, based upon the value of the work completed at the time the progress payment is made. Such progress payments shall be disbursed at the item and in the amounts specified in the Payment Schedule (Attachment C, after inspection and approval of the work by Owner and the Agency, less a holdback of 10% of the price of the work completed. The holdback shall be retained until final payment in order to protect the Owner from any default by the Contractor. In the event the Contractor defaults, the holdback shall be disbursed in accordance with Part 11, paragraph 10 of this Contract. Final payment shall be due upon satisfactory completion and acceptance of the work as in compliance with this Contract by the Owner and Agency, permit signoff, submission of satisfactory waiver(s) of liens or a bond satisfactory to the Owner and Agency indemnifying the Owner against any lien, and submission of all warranties and guarantees. The Owner shall not withhold payment to the Contractor except for noncompliance with the terms of this Contract, and shall not request the Contractor to perform work outside the scope of this Contract as a condition of receiving payment.

The Contractor acknowledges that is a material breach of this Contract to request or accept a progress or final payment which is in excess of the price of the work completed at the time such payment is requested, less the required holdback.

(6) **WARRANTY.** The Contractor warrants that all improvements, hardware and fixtures of whatever kind or nature to be installed or constructed on the property by the Contractor or the Contractor's subcontractors will be of good quality, suitable for their purpose and free from defects in workmanship or materials, or other deficiencies. This is a full warranty extending to the Owner and subsequent owners of the property; provided, however, that the warranty set forth in this paragraph shall apply only to deficiencies and defects about which the owner or subsequent owner(s) shall have notified the Contractor at the address above within one year, except for a longer warranty period(s) specified below:

- (a) _____ years for _____
- (b) _____ years for _____

(7) **PARTIES TO CONTRACT.** The Owner and Contractor agree that they are the sole parties to this Contract and are solely responsible for its performance. The parties agree that neither the Agency nor the Arkansas Development Finance Authority nor the United States Department of Housing and Urban Development assumes any liability or responsibility whatsoever for the performance of any term of this Contract.

OWNER

DATE

CONTRACTOR/TITLE

DATE

This business operates as a () corporation () partnership () sole proprietorship approved by the Agency.

PART II - Standard Terms

(1) **INSURANCE.** During the continuance of the work under this Contract, the Contractor and all subcontractors shall:

- A. Maintain worker's compensation and employers' liability insurance in amounts sufficient to protect themselves and the Owner from any liability or damage for injury (including death) to any of their employees, including any liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted, and

B. Maintain public liability insurance in amounts sufficient to protect themselves and the Owner against all risks of damage or injury (including death) to property or persons wherever located, resulting from any action or operation under this Contract or in connection with the work.

C. The Contractor agrees to provide evidence to the Owner and Agency of such insurance prior to commencement of work. Failure to provide adequate evidence of insurance or failure to maintain the insurance as required by this paragraph shall be grounds for terminating this Contract at the option of the Owner.

(2) ASSIGNMENT. The Contractor agrees not to assign this Contract without written consent by the Owner and written concurrence by the Agency.

(3) CHANGE ORDER. The Contractor agrees not to make any changes in the Schedule of Work or the specifications without written authorization by the Owner and written concurrence by the Agency.

(4) PERMITS AND CODES. The Contractor agrees to secure and pay for all necessary permits and licenses required for the Contractor's performance of this Contract in compliance with applicable local requirements, including local building and housing codes, where applicable, whether or not specified in the Schedule of Work or Specifications.

(5) HOLD HARMLESS. The Contractor agrees to defend, indemnify, and hold the Owner and the Agency harmless from any liability or claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the Contractor's performance of this Contract. Each contractor and subcontractor is acting in the capacity of an independent contractor with respect to the Owner. The Contractor further agrees to protect, defend and indemnify the Owner from any claims by laborers, subcontractors and materialmen for unpaid work or labor performed or materials supplied in connection with this Contract.

(6) ELIGIBILITY. The Contractor represents that he or she is not listed on the Disbarred and Suspended Contractor's List of the U.S. Department of Housing and Urban Development or the Agency, and further agrees not to hire or utilize as a subcontractor or supplier any person or firm that is so listed.

(7) FEDERAL LABOR STANDARDS. If this Contract (i) concerns the rehabilitation of residential properties containing 12 or more units or (ii) calls for a price of \$2,000 or more for the rehabilitation, in whole or in part, of nonresidential property or the non-residential portion of a mixed-use property, the Contractor agrees to abide by the Federal Labor Standards provisions contained in Form HUD4010A.

(8) **CONDITION OF PREMISES.** The Contractor agrees to keep the premises broom clean and orderly and remove all debris as needed during the course of the work, in order to maintain work conditions that do not cause health or safety hazards.

(9) **LEAD BASED PAINT.** The Contractor agrees to use no lead-based paint in the Contractor's performance of this Contract, including the performance of any subcontractor. "Lead-based paint" means any paint containing more than six one-hundredths of 1 percent lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied,

(10) **TERMINATION.** The Contractor agrees that the Owner shall have the right to declare the Contractor in default if the Contractor fails to furnish materials or perform work in accordance with the provisions of this Contract. In such event, the Owner shall be responsible for providing written notice to the Contractor by registered mail of such default. If the Contractor fails to remedy such default within fifteen (15) days of such notice, the Owner shall have the right to select one or more substitute contractors acceptable to the Agency. If the expense of finishing the work exceeds the balance not yet paid to the Contractor on this Contract, the Contractor shall pay the difference to the Owner. The Owner may use any holdback amount to compensate substitute contractors selected pursuant to this paragraph, and the Contractor shall have no further right to interest in the holdback amount.

(11) **INSPECTION.** The U.S. Government, the Agency, the Arkansas Development Finance Authority (ADFA), and their designees shall have the right to inspect all work performed under this Contract. The Contractor and Owner will take all steps necessary to assure that the Government, the Agency, the ADFA and or their designees are permitted to examine and inspect the property, and all contracts, materials, equipment, payrolls and conditions of employment pertaining to the work, including all relevant data and records. By such inspection, the U.S. Government, ADFA, and the Agency assume no responsibility to the Owner for defective material or work under this Contract or to either party for any breach of this Contract by the other.

(12) **INTEREST OF FEDERAL, STATE, OR CITY PERSONNEL.** The Contractor agrees that none of the following shall have any interest or benefit, direct or indirect, in this Contract:

- A. Any officer or employee of the Agency or State who exercises any function or responsibility in connection with administration of the HOME Program or any member of the governing body of the Agency or State.
- B. Any member of or delegate to the Congress of the United States.
- C. Any Resident Commissioner.
- D. Any person employed by HUD at a grade level of GS-9 or above.

(13) **EQUAL OPPORTUNITY.** The Contractor agrees to abide by all Federal, State or local regulations relative to equal opportunity to all persons, without discrimination as to race, color, creed, religion, national origin, sex, marital status, age, and status with regard to public assistance or disability,

SAMPLE CONSULTANT CONTRACT

Visit www.arkansas.gov/adfa to view a sample contract

TRUTH IN LENDING

This form will explain how your finance charges are calculated. Below is a reference for the most commonly asked questions pertaining to the "Truth in Lending" Statement.

Note: Please request amortization schedule from ADFA to complete this section.

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total of Payments |
|---|---|---|--|
| The cost of your credit at a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments as scheduled. |
| 1 % | \$ | \$ | \$ |

ADFA PROJECT FORMS

- 1. PROJECT BREAKDOWN PAY ESTIMATE ITEMIZATION ADFA (FORM 2011)**
- 2. OWNER'S COMPLETION CERTIFICATION ADFA (FORM 1000)**
- 3. HOME DISBURSEMENT CERTIFICATION ADFA (FORM 2012)**
- 4. CHANGE ORDER (ADFA FORM 2010)**
- 5. ADMINISTRATIVE REIMBURSEMENT REQUEST CERTIFICATION**

**HOME PROGRAM
OWNER'S COMPLETION CERTIFICATE & AUTHORIZATION FOR
PAYMENT TO CONTRACTORS**

NOTICE
DO NOT SIGN THIS CERTIFICATE UNTIL THE CONTRACTOR HAS COMPLETED
THE WORK IN ACCORDANCE WITH THE TERMS OF THE CONTRACTOR-OWNER AGREEMENT

To: _____
 Name of Agency

 Mailing Address of Agency

 City State Zip

I(We) understand that the selection of the Contractor/Dealer and the acceptance of the materials used and the work performed is my(our) responsibility and that _____ will neither guarantee the material or workmanship.

PARTIAL I(We) hereby certify that to the best of my(our) knowledge a portion (33%, 50%) of the articles and materials have been furnished and installed and the work satisfactorily completed on the premises noted in my(our) application and in the Contractor/Owner Agreement.

FINAL I(We) hereby certify that to the best of my(our) knowledge all articles and materials have been furnished and installed and the work satisfactorily completed on the premises noted in my(our) application and in the Contractor/Owner Agreement.

I(We) hereby authorize _____ acting as administrator of HOME funds to pay the contractor(s) direct the sum stated in the Contractor/Owner Agreement dated _____, 19 ____.

| | | | |
|-------|----------------|-------|----------------|
| _____ | Owner | _____ | Owner |
| _____ | Date | _____ | Date |
| _____ | Address | _____ | Address |
| _____ | City State Zip | _____ | City State Zip |

CONTRACTOR'S COMPLETION CERTIFICATE

For the purpose of inducing the payment by you of the contract price stated in the Contractor/Owner Agreement ("Agreement") the undersigned certifies and warrants that: (1) The work and/or materials described in the Agreement constitutes the entire consideration for which this loan is made; (2) The Agreement constitutes the whole contract with the owner, (3) The Owner has not been given nor promised a cash payment or rebate, nor has it been represented to the Owner that he/she will receive a cash bonus or commission on future sales; (4) All work required under Agreement has been performed in accordance with the contract, and the Owner has no claim against the undersigned with respect thereto; (5) All signatures herein are genuine; (6) All bills for labor or materials involved in performance of the Agreement have been paid, and the improvements have not been misrepresented to the Owner or Agency.

| | | | |
|-------|--------------|-------|--------------|
| _____ | Contractor A | _____ | Contractor B |
| _____ | Signature | _____ | Signature |
| _____ | Date | _____ | Date |

STATEMENT OF VISUAL INSPECTION

This statement, when executed by an authorized representative of _____ evidences the fact that said authorized representative has visually inspected the premises on which the contract contained in the Contractor/Owner Agreement was performed and that, insofar as a visual inspection could reveal, the specifications contained in said contract were satisfied.

By: _____
 Date: _____

ADFA FINAL CERTIFICATION

On this date, the ADFA Inspector or Monitor found all work to be satisfactorily completed in accordance with the rules and regulations of the HOME Investment Partnerships Program and the work performed meets the minimum housing quality standards and codes as applicable.

_____ Date
 ADFA Inspector or Monitor

Pay Request No. _____
Project #: _____

HOME DISBURSEMENT CERTIFICATION

I, _____, certify that the following costs have been
(PRINT NAME)
incurred and have been or will be paid to the corresponding vendor / provider. I further
certify that the following costs were incurred for the HOME Project located at
_____ and do not
(ADDRESS) (CITY) (ZIP) (COUNTY)
duplicate any other services or materials on this project.

| | Vendor / Provider | Invoice No. | \$ Amount |
|----|-------------------|-------------|-----------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |

* TOTAL Less Retainage \$ _____ *
* This will equal Column F of Form No. 2011

Sign: Finance Officer / Designee

Date

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

**HOME
PROJECT EXPENSE SUMMARY
CHANGE ORDERS ONLY (ADFA Form 2010)**

AGENCY: _____ DATE: _____
 ADDRESS: _____ PROJECT # _____
 PROJECT NAME: _____ CONTACT PERON: _____
 ADDRESS: _____ TELEPHONE NO: _____

| ITEM NO | DESCRIPTION OF CHANGE | MATERIAL COST | LABOR COST | TOTAL COST CHANGE |
|---------------|-----------------------|---------------|------------|-------------------|
| | | | | |
| | | | | |
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| | | | | |
| | | | | |
| TOTALS | | \$ | \$ | \$ |

The project will be ____ increased, ____ decreased to: \$ _____

The contract time is ____ extended, ____ not extended by ____ calendar days.

New completion date _____

This amendment is made a part of the Contract, when the parties have hereto set their signatures.

 Owner Contractor

SUBMITTED BY: _____ DATE: _____

APPROVED BY: _____ DATE: _____
 (ADFA Official)

**ARKANSAS DEVELOPMENT FINANCE AUTHORITY
HOME INVESTMENT PARTNERSHIPS PROGRAM**

CERTIFICATION OF PROJECT DELIVERY COSTS

I, _____, as _____ of
(Name) (Title)
_____, hereby certify,
(Name of Organization)
under penalties of perjury, that _____ has
(Name of Organization)
expended \$ _____ for the following qualified expenses related to the _____,
(year)
_____ Project which are
reimbursable pursuant to the HOME Investment Partnership Program Guidelines, which are administered by
the Arkansas Development Finance Authority:

I further certify that the office of the Chief Operating officer of _____ will
maintain complete and proper supporting documentation of these expenses for a period of five (5) years
after the applicable period of affordability or written agreements are terminated, as required by the HOME
Program Policy and Operation Manual which was adopted and ratified by the Board of Directors of the
Arkansas Development Finance Authority on June 15, 2000.

Executed on this _____ day of _____, 20_____.

By: _____

Printed Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF ARKANSAS)

COUNTY OF _____)

BEFORE ME, the undersigned Notary Public, on this day personally appeared, _____ known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she had executed the same as _____ of _____, with authority for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

SEAL

III. COMPLETION DOCUMENTS

The following documents must be submitted upon the final construction inspection:

- 1. Project Completion Report HUD (Form 40096)**
- 2. Certificate and Release of Liens**
- 3. Certification of Final Inspection**
- 4. Plumbing Certification**
- 5. Electrical Certification**

CERTIFICATE AND RELEASE OF LIENS

From: _____(Contractor)

To: _____(Owner)

Reference contract entered into the ____ day of _____. 19____, between the above parties for the rehabilitation of the property at _____(address of rehabilitated property.)

1. The undersigned hereby certifies that there is due from and payable by the Owner to the Contractor, the balance of \$ _____ pursuant to the Contract and duly approved Change Orders and modifications.

- 2 The undersigned certifies that all work required under this contract has been performed in accordance with the terms thereof, and that there are no unpaid claims for materials, supplies, or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this Contract.

- 3 That upon receipt of the final payment stated in Paragraph 1 hereof, the undersigned does hereby release the Property Owner from any and all claims arising under or by virtue of this Contract; provided, however, that if for any reason the Property Owner does not pay in the full amount stated in Paragraph hereof, the unpaid amount will become the amount, which the Contractor has not released.

Company • Supplier

Authorized Signature Title

Date

ACKNOWLEDGEMENT

State of _____)
County of _____)

Signed and sworn before me on this _____ day of _____,
_____.

Notary Public

My Commission Expires: _____

ADFA form 2013

CERTIFICATE OF FINAL INSPECTIONS

Property Owner: _____

Project Address: _____

Contractor: _____

Contract Date: _____

I, the undersigned, hereby certify that the Contractor has satisfactorily completed the rehabilitation work, including all change orders, as outlined in the rehabilitation contract dated as indicated between the Property Owner and the Contractor.

Rehab. Inspector

Date

Owner

Date

ADFA Inspector

Date

PLUMBING CERTIFICATION

| | |
|-----------------------------------|--|
| Homeowner Name: | |
| Property Address: | |
| HOME Project Number: | |
| Plumber's Printed Name: | |
| License Number: | Expiration Date: License Number: |
| Plumber's Mailing Address: | |
| Plumber's Phone Number: | |
| Project Contractor Name: | |

I certify that I have installed or inspected all new and existing plumbing work or systems at the above address and do hereby declare that this work meets all State and Local Codes.

Plumber's Signature

Date

ELECTRICAL CERTIFICATION

| | |
|---------------------------------------|--|
| Homeowner Name: | |
| Property Address: | |
| HOME Project Number: | |
| Electrician's Printed Name: | |
| License Number: | Expiration Date: License Number: |
| Electrician's Mailing Address: | |
| Electrician's Phone Number: | |
| Project Contractor Name: | |

I certify that I have installed or inspected all new and existing electrical work or systems at the above address and do hereby declare that this work meets all State and Local Codes.

_____ **Electrician's Signature**

_____ **Date**

HVAC CERTIFICATION

| | |
|-----------------------------------|--|
| Homeowner Name: | |
| Property Address: | |
| HOME Project Number: | |
| Contractor's Printed Name: | |
| License Number: | Expiration Date: License Number: |
| Mailing Address: | |
| Phone Number: | |
| General Contractor's Name: | |

I certify that I have installed or inspected all new and existing electrical work or systems at the above address and do hereby declare that this work meets all State and Local Codes.

Electrician's Signature

Date

IV. LINKS TO ATTACHMENTS

1. Income Limits (ADFA Website)

<http://www.hud.gov/offices/cpd/affordablehousing/programs/home/limits/income/2008/ar.pdf>

(Click to view limits)

2. Mortgage Limits (HUD Website)

<https://entp.hud.gov/idapp/html/hicostlook.cfm>

(Click to view limits)

3. Application for Federal Assistance HUD (Form SF-424)

<http://www.hud.gov/offices/adm/hudclips/forms/files/sf424.doc>

(Click to view document)

PART III

ARKANSAS DEVELOPMENT FINANCE AUTHORITY



HOME Investment Partnerships Program

Application - Homebuyer

New Construction or Acquisition/Rehabilitation

NEW CONSTRUCTION APPLICATION CHECKLIST

Please attach the following information in sequential order

- Project Narrative
- Staff resumes & Consultant resumes
- Letter from highest governmental official stating that the Project is needed and accepted in the community
- Copy of commitment letters from each funding source
- Copy of Census Tract, 2000
- Site Control (Copy of Option/Sales Contract or Warranty Deed)
- Appraisal(s) for subject property (ies)
- Verification of Arm's Length Transaction
- Verification of Site Zoning
- Plans and Specifications (ADFA Work write-up template if acquisition/rehabilitation)
- Copy of "NOTICE TO BID" advertisement and Proof of Publication, as applicable
- Copy of bid proposals or the results of bid proposals
- Copy of Contractor Agreement
- Copy of Contractors License with State
- Pre-qualification procedures established (list of approved applicants)
- Provide comparable sales in the area and listings
- Market Study or Copies of Contracts with Pre-approved buyers for pre-sold units
- Copy of the Affirmative Market Plan
- Copy of City's Adopted Fair Housing Ordinance
- Completed and signed Minority and Women Business Plan
- Financial Statements of Project Owner(s)
- New Applicant-Balance Sheet, Profit & Loss Statement for past two years
- Prior or Current Applicant-Balance Sheet, Profit & Loss Statement for past year
- Flood Plain Map for subject property(ies)
- Area map with directions to the site
- Plan for Section 3
- List of specific affordable housing projects (federally funded or subsidized), completed in last five (5) years. Single-family rental projects completed within one (1) year may be listed as one project.
- Cooperative Agreement, if joint application.
- Contract and Grant Disclosure and Certification Form
- Form W-9 Request for Taxpayer Identification
- Environmental Statutory Checklist

HOME PROGRAM
HOMEBUYER HOUSING APPLICATION

SUMMARY INFORMATION

A. Project Type (Check all that Apply)

- Acquisition/Rehabilitation
- All units in same subdivision
- Units located on scattered sites

B. Project Information:

1. Contact Person: _____ Phone # _____
Organization: _____ Fax# _____

This person will be the responsible point of contact and only that person will be contacted in regards to this project.

2. Project Addresses:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

3. Total Development Cost: \$ _____ Overall Cost/unit: \$ _____

4. Overall Cost/square foot: \$ _____

5. HOME Program Request: \$ _____ HOME \$'s/unit: \$ _____
(Maximum \$90,000.00 per unit)

6. Square foot of each unit _____

7. 2000 Census Tract No. _____ (**Attachment**)

8. Site Area Size _____ Acres or Lot Size _____

9. Sales Price of Constructed Units \$ _____

10. If the application proposed to utilize a portion of the HOME funds as a subsidy to the homeowner, describe in detail how this transaction will occur at closing and detail the portion of HOME funds that will remain as a subsidy and the amount that will be returned to ADFAs. (Describe this transaction per unit)

11. Describe the marketing plan to qualified homeowners.

12. Do you have a waiting list of pre-approved applicants? (If yes, attach list)

13. Does the application provide homebuyer counseling to the homeowners? If applicable, please describe the counseling plan that will be provided or required and the name of the ADFAs-approved homebuyer counselor.

II. PROJECT READINESS

A. Ownership Information

1. Does applicant own the property? (**Attach Warranty Deed**) Yes No

2. If no, does applicant have site control? Yes No

(a) If yes, form of control: Purchase Contract Option to Purchase

(b) Expiration Date of Contract/Option _____

3. If no, describe the plan for attaining site control:

B. Appraisal

1. Has an appraisal been completed on the property? Yes No
(Attach Copy of Appraisal)

2. Appraised Value of the Land and Improvements: \$ _____

3. Purchase Price: \$ _____

4. (Prospective) Seller's Name: _____

Address: _____

City, State, Zip Code: _____

Phone: (____)-____-_____

5. Is the (prospective) seller related to the applicant or owner? Yes No
(Including Board Members and employees)

(Attach Statement of Verification of Arm's Length Transaction)

Board members must obtain Governor's Waiver to sell property to applicant

If yes, what is the relationship?

C. Zoning and Utilities

1. Is site properly zoned for your development? Yes No
(If yes, attach verification)

(Attach Verification of Site Zoning from local jurisdiction)

2. If no, what are zoning issues and when is the zoning issue to be resolved?
Explain:

3. Are all utilities presently available to the site? Yes No

If no, which utilities need to be brought to site?

Electric Water Phone Gas

Sewer Other: _____

D. Development Amenities

Equipment/Appliances to be included in each unit (*mark all that apply*)

- Range Refrigerator Disposal
 Dishwasher Central Heat/Air Garage/Carport
 Outside storage Other: _____

E. Plans and Specs

1. Attach Plans and Specifications for all planned units:
(Complete Set of Plans & Specifications on at least 11"x17" paper)
2. Attach any available bid proposals or the results of the bid proposals.

III. FINANCING PLAN

A. Development Costs Budget (Submit one budget per unit)

| Total Cost | HOME Funds | Other Funds |
|--------------------------------|-------------------|--------------------|
| Acquisition | | |
| Purchase of Land | _____ | _____ |
| Other Expenses | _____ | _____ |
| Hard Costs | | |
| Site Work | _____ | _____ |
| Demolition | _____ | _____ |
| Construction | _____ | _____ |
| Appliances | _____ | _____ |
| Accessory Buildings | _____ | _____ |
| General Requirements | _____ | _____ |
| Contractor Overhead | _____ | _____ |
| Contractor Profit | _____ | _____ |
| Construction Contingency | _____ | _____ |
| Other (list on separate sheet) | _____ | _____ |
| Soft Costs | | |
| Architect Fee - Design | _____ | _____ |
| Architect Fee - Supervision | _____ | _____ |
| Legal Fees | _____ | _____ |
| Engineering Fees | _____ | _____ |
| Other Professional Fees (list) | _____ | _____ |
| Appraisal | _____ | _____ |

| | | |
|-------------------------------|-------|-------|
| Market Study | _____ | _____ |
| Environmental Report | _____ | _____ |
| Title and Recording Expense | _____ | _____ |
| Relocation Expense | _____ | _____ |
| Consultants | _____ | _____ |
| Other Soft Costs | _____ | _____ |
| Interim Costs | | |
| Construction Insurance | _____ | _____ |
| Construction Interest | _____ | _____ |
| Construction Loan Origination | _____ | _____ |
| Credit Enhancement | _____ | _____ |
| Real Estate Taxes | _____ | _____ |
| Financing Costs | | |
| Bond Premium | _____ | _____ |
| Permanent Loan Origination | _____ | _____ |
| Permanent Loan Credit Enhance | _____ | _____ |
| Other Financing Costs | _____ | _____ |
| Developer Fee | _____ | _____ |
| TOTAL DEVELOPMENT COST | _____ | _____ |

Submit the following to support and verify the all items of the above proposed financial plan: copies of general contracts, estimates or sworn statements. **(Attach Copy(ies) of all Contracts applicable to this project)**

B. Funding Sources

Attach copies of financing firm commitment letters from each funding source.
(Attach Copies of all Commitment Letters from other funding sources)

DEVELOPMENT TIMELINE

Fill in completion or anticipated completion dates for all development tasks listed. Make sure the dates are realistic.

A. Timeline*

| Task | Completion Date |
|------------------------------------|------------------------|
| Project Start Up | |
| Site Acquisition | |
| Zoning | |
| Plans and bid specs | |
| Initial Closing | |
| Construction/Implementation | |
| Construction contract awarded | |
| Pre-construction conference | |
| Construction starts | |
| Construction completed | |

*Another form may be used; however, it **must** contain all the elements of this form.

IV. DEVELOPMENT EXPERIENCE

A. Development Team Experience

Identify the following team members as applicable and attach resumes or a summary of experience of each team member which illustrate experience in similar projects. Owner financial statements, including income statements and balance sheets, must be provided. (NOTE: If the project contains a small number of units to be rehabilitated/constructed, several of the following team members may not be applicable.)

1. Owner:
Address:
City, State, Zip Code:
Phone/Fax:

2. Project Manager/Developer:
Address:
City, State, Zip Code:
Phone/Fax:

3. General Contractor:
Address:
City, State, Zip Code:
Phone/Fax:

Development Team Experience (continued)

- 4. Architect:
Address:
City, State, Zip Code:
Phone/Fax:

- 5. Attorney:
Address:
City, State, Zip Code:
Phone/Fax:

- 6. Property Management Agent:
Address:
City, State, Zip Code:
Phone/Fax:

- 7. Consultant (if applicable):
Address:
City, State, Zip Code:
Phone/Fax:

B. Federal Labor Standards (Davis-Bacon)

If the project to be constructed/rehabilitated contains 12 or more HOME-assisted units, the federal labor standards provisions regarding the payment of prevailing wage rates as determined by the Department of Labor apply.

C. Contractor Licensing

Must have contractor licensed by Arkansas State Contractors Licensing Board for all projects (**Attach Copy of Contractor's License**).

Does the general contractor have experience? Yes No
(Please the addresses of units constructed and a list of references)

V. OTHER

A. Special Needs Populations

Identify any project features designed to serve populations with special housing needs, including persons with disabilities, the elderly, or large families (units with three (3) or more bedrooms). This could include design features, occupancy preferences, etc.

B. Building and Energy Standards

Describe the construction and energy standards that will be used for the project. Upon completion, all units must meet State and local building codes. New construction projects must meet all local codes, building standards, zoning ordinances, and the Model Energy Code and the State Energy Code.

VI. CERTIFICATION

The undersigned is responsible for ensuring that the project complies with Title II of the National Affordable Housing Act of 1990, and the HOME Investment Partnerships Program regulations at 24 CFR Part 92. The undersigned is also responsible for ensuring that the project or program complies with administrative rules that the Arkansas Development Finance Authority (the "Authority") may promulgate to govern the Program.

The undersigned hereby agrees that, to the greatest extent feasible, opportunities for training and employment arising in connection with the planning and implementation of any project under any program of the Authority shall be given to minority individuals and women.

The undersigned hereby agrees that, to the greatest extent feasible, and consistent with Arkansas and Federal Law, contracts for work to be performed in connection with any development funded by the Authority shall be made available and awarded to businesses, including but not limited to those in the fields of finance, consulting, design, architecture, marketing, construction, property management or maintenance, which are owned, in whole or in part, by minority individuals and/or women.

The undersigned hereby agrees that any project under any program of the Authority shall be affirmatively marketed and available for occupancy by all persons regardless of race, national origin, religion, creed, sex, age, handicap, or family status. The undersigned will document the actions taken to affirmatively further fair housing.

The undersigned hereby agrees that the implementation of any project under any program of the Authority shall minimize the involuntary displacement of low-income households. Your signature on this application indicates your receipt of this statement and your agreement to comply with the Authority's non-displacement in housing policy. The undersigned further agrees to conform to the policy in every phase of the planning, implementation and operation.

Your signature will indicate your receipt of this statement and agreement to comply with the Authority's equal employment opportunity and non-discrimination policies.

Your signature will also indicate your understanding that the Authority's willingness to issue a commitment to you for HOME Program funds is conditioned upon your agreement to comply with these policies.

The undersigned, as an essential part of the application for allocation for HOME Program funds hereby certifies that the information contained herein is true to the best of the undersigned's knowledge and belief. Falsification of information supplied in this application may disqualify the project for HOME Program funds. The information given by the undersigned may be subject to verification by the Authority.

The undersigned hereby agrees that the undersigned is legally able to operate in the State of Arkansas and that the undersigned is in good standing with the Arkansas Secretary of State.

The undersigned has caused this document to be duly executed in its name on this _____ day of _____, 20____.

By: _____
(Applicant)

Name _____ Date _____
(Signature)

Title _____