

ARKANSAS DEVELOPMENT FINANCE AUTHORITY



HOME Investment Partnerships Program

Single-Family Application

Homeowner Rehabilitation
&
New Construction



**INSTRUCTIONS
FOR
SUBMITTING PROGRAM APPLICATIONS**

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

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:

State Clearinghouse
1515 Building, Room 412
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. CHDOs and non-profits with no housing development experience must include a member on their development team with experience in affordable housing development.
9. Secure application with a binder clip -- **Do not insert application in any notebook, hard back cover or use 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 submitting application.

Completed applications should contain the following documentation and attachments. Check boxes on the left below to ensure enclosures, otherwise mark "NA".

- 1. Completed and signed application (one original)
- 2. Completed Federal Form 424
- 3. Evidence of Funding Commitments (copies of all commitment letters from other funding sources)
- 4. Adopted Minority and Women's Owned Business enterprise Plan
- 5. Adopted Fair Housing Plan:
 - a. Affirmative Action Plan
 - b. Section 3 Plan
 - c. Fair Housing Plan
 - d. Fair Housing Ordinance
- 6. Cooperative Agreement (if submitting a joint application)
- 7. Part II of Application- HOMEOWNER REHABILITATION**
- 8. Part III of Application – NEW CONSTRUCTION**

ATTACHMENTS:

- 1. Detailed description of project administrator's Affordable Housing Experience
- 2. Financial Statement(s)
- 3. List Specific Housing Rehabilitation Projects completed
- 4. Submit copy of most Recent Audit
- 5. Consultant Resume
- 6. Property Inspection Procedures
- 7. Additional Funding Commitments
- 8. Selection Criteria for homeowners
- 9. Community Support Letters (Letter from the Mayor of official jurisdiction)
- 10. Annual Monitoring Plan for Compliance
- 11. Administrative Budget (Non-Profits Only)
- 12. Request for Taxpayer Identification Number and Certification (IRS Form W-9)
- 13. Contract and Grant Disclosure and Certification Form
[Governor's Executive Order 98-04 (Form available at <http://www.state.ar.us/dfa/accounting/psc.html>)]
- 14. HOME Program Match Form (Must be completed for each type of project)
- 15. Criminal Background and Disclosure Form (Must be completed for each type of project)
- 16. MBE/WBE Plan
- 17. Fair Housing Plan

APPLICATION FOR HOME ASSISTANCE

APPLICANT INFORMATION:

Name: _____

Mailing Address: _____

City: _____ County: _____

Zip Code: _____ Telephone: _____ Fax: _____

Applicant's E-mail Address: _____

Federal Tax Identification #: __-_____

State Senate District: _____ Congressional District: _____

Type of Applicant: (check one)

- City
- County
- Non-Profit
- CHDO
- Joint application

CONSULTANT INFORMATION:

Name: _____

Mailing Address: _____

City: _____ County: _____

Zip Code: _____ Telephone: _____ Fax: _____

Applicant's E-mail Address: _____

HOMEOWNER INFORMATION:

Name: _____

Mailing Address: _____

City: _____ County: _____

Zip Code: _____ Telephone: _____ Fax: _____

TOTAL PROJECT BUDGET:

FUNDS	SOURCE	AMOUNT	% OF BUDGET
HOME	ADFA		
STATE			
LOCAL			
FEDERAL			
PRIVATE			
TOTAL			

Certification of Chief Elected Local Official or Chairman of the Board

To the best of my knowledge and belief, all data contained in this application is true and correct and the governing body has duly authorized its submission. 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: _____

I. APPLICANT EXPERIENCE AND CAPACITY

1. 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 as **Attachment 1**.

Please include the following:

- ② Type of programs administered and/or utilized:

- () Rental Rehabilitation
- () Owner-Occupied Rehabilitation
- () Rental Assistance (to tenants)
- () New Construction
- () Home Ownership
- () Other (explain)

- ② Affordable housing resources :

- () CDBG
- () HOME
- () LIHTC
- () HUD Rental Rehabilitation Program
- () State Weatherization Programs
- () Section 8 Rental Assistance
- () Other

- ② Financial statements for last three years *. - **Attachment 2**.

- ② Specific housing rehabilitation projects completed in last five (5) years (enclose a list with address, number of units, current status - single family scattered sites may be grouped as one project) - **Attachment 3**.

- ② Give the average annual funding amount and annual number of units/households assisted as a rehabilitation activity during the last 5 years. (if any)

- ② Please state any efforts which have included private sector financing or donations

- ② Please note any major audit findings concerning housing programs within the last three (3) years and how these have been resolved. Enclose your most recent audit, if applying as a non profit or CHDO. - **Attachment 4**.

* *For New Applicants Only:* Those currently in the HOME Program or who have received funding within the last year, need only to include this information for the last year, i.e. most recent audit, financial statements, etc.

2. Describe housing production and other housing services experience provided by the following persons and their role in the project. Please note if each position will be a staff person or services provided by an outside consultant.
 - A. Program Administrator
 - a. Name
 - b. Experience

 - c. Role

 - B. Inspector (Ensures Section 8 Standards)
 - a. Name
 - b. Experience

 - c. Role

 - C. Financial Manager
 - a. Name
 - b. Experience

 - c. Role

 - D. Consultant (include resume') - *Attachments 5*
 - a. Name
 - b. Experience

 - c. Role (enclose training plan if available)

 - E. Other Staff Members
 - a. Name
 - b. Experience

 - c. Role

 - a. Name
 - b. Experience

 - c. Role

- a. Name
- b. Experience

c. Role

- a. Name
- b. Experience

c. Role

3. Describe your procedures for qualifying local contractors (e.g., reviewing past construction experience, checking references, verifying license and insurance). Please provide copy of advertisement for bids, proof of publication and bid tabulation sheet.

4. Describe your procedures for property inspections. Who will be responsible for the inspections. Submit a copy of your property inspection form to be completed on each project. **Attachment 6.**

5. FINANCIAL CONSIDERATIONS

The following table will be used to better understand the applicant's request for the amount of HOME funds shown on the application. Additionally, this section will illustrate the applicant's level of leveraging commitment.

Identify the total funds required from non-HOME sources and amounts available. Include letters of commitments as evidence of funding. **Attachment 7.**

NON-HOME Sources	AMOUNTS	AMOUNT Eligible As Match
a.	\$	
b.	\$	
c.	\$	
d.	\$	
TOTALS		\$

6. What is the leveraging percentage of HOME funds to total program cost?

7. How will individual households be selected for participation in the program? Describe any eligibility criteria above requirements of the HOME Program and the basis for prioritizing pre-applications (i.e., first-come, first-serve, need based ranking, etc.) – **Attachment 8**.

8. **RELOCATION**
Describe the anticipated temporary relocation activities, if any, associated with the proposed program.

9. **COMMUNITY INVOLVEMENT**
Describe efforts made to involve the community, including those residing in the units and the local unit of government (if not the applicant), in the development of this application for funding. Attach letters of support from community organizations, as **Attachment 9**. *Note: A letter of support from the highest elected local official of the affected unit of local government is required and must be submitted as part of the application. The letter must indicate that the proposed program is consistent with local plans and ordinances and there are no foreseeable barriers to implementing the program. The letter should also include a commitment to adopt, implement, and enforce local building codes. If there are properties in more than one county or city, a letter from each of the respective officials must be included.*

10. **MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE**
Has the applicant adopted the sample plan provided in the application or some similar document? If so, indicate below. **Attachment 16**

11. **FAIR HOUSING**
Describe your plan to affirmatively further fair housing in your area. Attach any locally adopted fair housing plan or ordinances to the application as **Attachment 17**.

ATTACHMENT 14
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
GRAND TOTAL MATCH :								

**ATTACHMENT 15
CRIMINAL BACKGROUND and DISCLOSURE FORM - HOUSING**

In connection with the HOME Investment Partnerships Program (HOME) applications 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 of _____ being duly sworn, hereby
(Name) (Name of Development Team Member)
certify that I or any principal¹ of _____:
(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’s 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.

ATTACHMENT 15
DEVELOPMENT TEAM MEMBER DISCLOSURE FORM
 (continued)

4. do not have any outstanding, uncorrected noncompliance issues with any state or federal housing program or agency.

or

do have outstanding, uncorrected noncompliance issues with a state or federal housing program or agency and the following details are provided:

Agency	Date	Details

5. do not have any existing contracts or indebtednesses with the Arkansas Development Finance Authority.

or

do have the following existing contracts or indebtednesses with the Arkansas Development Finance Authority:

Date	Borrower	Details

6. do not have any prior delinquent, defaulted or foreclosed upon contract, loan or indebtedness with the Arkansas Development Finance Authority:

or

do have the following existing contracts or indebtednesses with the Arkansas Development Finance Authority:

Date	Borrower	Details

I, _____, in my capacity as
 (Name)
 _____, further certify that I have the authority and
 (Title/Position with Development Team Member) knowledge to make the representations contained herein.

Date: _____

 (Signature)

 (Printed/Typed Name)

 (Title/Position with Development Team Member)

12. 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____.

_____ By: _____
Organization Name Authorized Name

_____ Title
Signature

PART II

ARKANSAS DEVELOPMENT FINANCE AUTHORITY



HOME Investment Partnerships Program

Single-Family Application

Homeowner Rehabilitation/Reconstruction



Table of Contents

I. CHECKLIST AND REQUIRED FORMS FOR APPLICATION SUBMISSION	18
HOMEOWNER CHECKLIST	12
HOMEOWNER LOAN APPLICATION	13
ESTIMATED FAIR MARKET VALUE FORM	22
SECTION 8 INSPECTION FORM.....	24
ENVIRONMENTAL CHECKLIST	25
LEAD-BASED PAINT NOTICE.....	28
SPECIFICATIONS/WORK WRITE-UP	29
OWNER/CONTRACTOR AGREEMENT	31
TRUTH IN LENDING.....	39
II. PROJECT REIMBURSEMENT FORMS	40
PROJECT BREAKDOWN PAY ESTIMATE ITEMIZATION - ADFA (FORM 2011).....	41
OWNER’S COMPLETION CERTIFICATION - ADFA (FORM 1000)	42
HOME DISBURSEMENT CERTIFICATION - ADFA (FORM 2012).....	43
CHANGE ORDER - ADFA (FORM 2010).....	44
ADMINISTRATIVE REIMBURSEMENT REQUEST (CERTIFICATION).....	45
III. PROJECT CLOSEOUT DOCUMENTS.....	47
PROJECT COMPLETION REPORT HUD (FORM 40096)	48
CERTIFICATE AND RELEASE OF LIENS	50
CERTIFICATION OF FINAL INSPECTION	52
PLUMBING CERTIFICATION.....	53
ELECTRICAL CERTIFICATION	54
IV. LINKS TO ATTACHMENTS	55
INCOME LIMITS (HUD OR ADFA WEBSITE)	
MORTGAGE LIMITS (HUD WEBSITE)	
APPLICATION FOR FEDERAL ASSISTANCE HUD (FORM SF-424)	

HOMEOWNER REHABILITATION CHECKLIST AND REQUIRED FORMS FOR APPLICATION SUBMISSION

(Submit Checklist with Application Packet)

Rehabilitation or Reconstruction

HOMEOWNER INFORMATION

- Application for Assistance - ADFA HOME Form 4000-98 (pg 5)
- Homeowner Loan Application and Written Agreement (pg 6)
- Copy of Consultant Contract (if applicable)
- Verification of Income from Source must include one of the following: (Paycheck Stub, SSI, W-2s, Verification of Employment Form)
- Proof of Sole Ownership - minimum of three (3) years (must provide copy of Recorded Warranty Deed)
- Proof of Ownership – (Title search must be completed)
- Survey (Reconstruction projects)
- Proof of Paid/Current Real Estate Taxes (paid receipt from tax assessor)
- Mortgage History Letter on current lien (Mortgage Payoff)
- Real Estate Record Card or Fair Market Value Estimation Form (pg 11)
- Four Photos of the House – (Front & Back) (Side Views)
- Area Map with Property Location noted
- Flood Plain Map (FIRM) with property location, panel number and flood plain noted
- Section 8 Inspection Form - Completed, signed and dated (rehab only) (pg 13)
- Environmental Statutory Checklist, completed, and signed with supporting photos (pg 14)
- Copy of signed lead-based paint compliance documentation (rehab only) (pg 15)
- Specifications/Work write-up
- Certified Plans and Specifications (Reconstruction)
- Copy of advertisement for Bids and Bid Tabulation Sheet
- Copy of selected Contractors' Itemized Bid, signed and dated (must obtain 3 separate bids)
- Owner/Contractor Agreement - Completed and signed (pg 16)
- Copy of Homeowner's current Hazard Insurance Policy, Binder, or Quote
- Project Setup HUD Form 40094 Form (pg 26)

CONTRACTOR INFORMATION

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

APPLICATION FOR HOME ASSISTANCE

APPLICANT INFORMATION:

Name: _____

Mailing Address: _____

City: _____ County: _____

Zip Code: _____ Telephone: _____ Fax: _____

Applicant's E-mail Address: _____

Federal Tax Identification #: __-_____

State Senate District: _____ Congressional District: _____

Type of Applicant: (check one)

- City
- County
- Non-Profit
- CHDO
- Joint application

CONSULTANT INFORMATION:

Name: _____

Mailing Address: _____

City: _____ County: _____

Zip Code: _____ Telephone: _____ Fax: _____

Applicant's E-mail Address: _____

HOMEOWNER INFORMATION:

Name: _____

Mailing Address: _____

City: _____ County: _____

Zip Code: _____ Telephone: _____ Fax: _____

TOTAL PROJECT BUDGET:

FUNDS	SOURCE	AMOUNT	% OF BUDGET
HOME	ADFA		
STATE			
LOCAL			
FEDERAL			
PRIVATE			
TOTAL			

Certification of Chief Elected Local Official or Chairman of the Board

To the best of my knowledge and belief, all data contained in this application is true and correct and the governing body has duly authorized its submission. 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: _____

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 Household and all members who live in your home. Give the relationship of each family member to the Head of Household)

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

1. Does anyone live with you now that isn't listed above? ___ Yes ___ No

2. Does anyone plan to live with you in the future that isn't 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 or unpaid judgments? Yes No
If yes, please list the amount of the judgment \$_____Amount
 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 answer "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 [applying entity]_____ 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: _____

4

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:

(Please include mileage, landmarks, and street names)

I certify that the facts and data used herein are accurate to the best of my knowledge: that I personally inspected the subject property X outside X inside, and that I have no undisclosed interest, Present or prospective, in the subject property.

I certify that the attached appraisal conforms to the Uniform Standards of Professional Appraisal Practices (USPAP) adopted by the Appraisal Foundation's Appraisal Standards Board. I further certify that I have reviewed the attached appraisal on subject property and based upon Data contained in the report agree that the value is reflective of market value except for adjustments as noted below:

Appraiser (Primary)

Name (Print or Type)

Signature

Value of Land	\$	_____
Value of Improvements	\$	_____
Total Value	\$	_____
Less Lender Adjustments	\$	_____ (See below)
Adjusted Value	\$	_____
Less Prior Lien	\$	_____
Net Value	\$	_____

Second Appraiser

Name (Print or Type)

Signature

I Did Did Not

Inspect Property

Explain Lender Adjustments:

Reviewed By: _____
Loan Officer (Print or Type)

Date

Signature

ATTACH PHOTOS OF SUBJECT PROPERTY HERE

FRONT VIEW

REAR VIEW

Section 8 Inspection Form

Housing Quality Standard (HQS)

See HUD Website

Click on the following link to view document:

<http://www.hud.gov/utilities/intercept.cfm?offices/cpd/affordablehousing/library/forms/hqschecklist.pdf>

Statutory Checklist

Federal laws and authorities listed at Sec. 58.6 and
permits, licenses, forms of compliance under other laws – Federal, State, and Local

Project Name and Identification No. _____

Statutory Checklist

<p><i>Area of Statutory or Regulatory Compliance</i></p> <p><i>(Precise citations for applicable statutes and regulations are printed on the back of this Checklist.)</i></p>	<p><i>Not Applicable to This Project</i></p>	<p><i>Consultation Required</i></p>	<p><i>Review Required*</i></p>	<p><i>Permits Required*</i></p>	<p><i>Determination of Consistency – Approvals, Permits Obtained</i></p>	<p><i>Conditions and/or Actions Required*</i></p>	<p><i>Reference to Note Providing Documentation Sources and Correspondence</i></p>
HISTORIC PROPERTIES							
FLOODPLAIN MANAGEMENT							
WETLANDS PROTECTION							
COASTAL AREAS PROTECTION MANAGEMENT							
WATER QUALITY: SOLE SOURCE AQUIFERS							
ENDANGERED SPECIES							
WILD AND SCENIC RIVERS							
AIR QUALITY							
FARMLANDS PROTECTION							
MANMADE HAZARDS: Airport Clear Zone Notification – 58. (c)							
THERMAL AND EXPLOSIVE HAZARDS							
WATER QUALITY							

**Attach evidence that required actions have been taken.*

Area of Statutory - Regulatory Compliance (Precise citations for applicable statutes and regulations are printed on the back of this Checklist.)	Not Applicable to This Project	Consultation Required	Review Required*	Permits Required*	Determination of Consistency – Approvals, Permits Obtained	Conditions and/or Actions Required*	Reference to Note Providing Documentation Sources and Correspondence
<i>SOLID WASTE DISPOSAL</i>							
FISH AND WILDLIFE							
<i>FISH AND WILDLIFE</i>							
<i>STATE OR LOCAL STATUTES (TO BE ADDED BY LOCAL COMMUNITY)</i>							
<i>NOISE</i>							
Flood Insurance – 58.6 (a)							
Toxic Sites							
Environmental Justice							
Airport Clear Zones							
Coastal Barriers – 58.6 (b)							
<i>STATE OR LOCAL STATUTES (TO BE ADDED BY LOCAL)</i>							

Prepared by: _____

Title: _____

Date: _____

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:

Lead-Based Paint Notice

Brochure http://www.hudclips.org/sub_nonhud/html/pdfforms/leapame.pdf

Applicants must sign off that they have read the *Hazards of Lead Based Paint Notice*

Specifications/Work Write-Up

See HUD Website

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

(Click on this site to view document)

Bid Submission Format sample

See HUD Website:

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

OWNER/CONTRACTOR AGREEMENT

OWNER:

PROPERTY ADDRESS:

CONTRACTOR:

AGENCY:

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 owner 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 _____ **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,

ATTACHMENT A
WORK WRITE-UP – SCHEDULE OF WORK

ATTACHMENT B
SPECIFICATIONS

ATTACHMENT C

PAYMENT SCHEDULE. Progress payments to the Contractor under this Contract for work completed may be requested by the Contractor in the amounts and at the intervals specified below. All payments (except the final payment) shall be reduced by the holdback percentage (10%) specified in paragraph 5 of this Contract.

The Contractor may request payments as indicated below. The ten percent (10%) holdback will be paid 30 days after certification of completion by the Agency and the Owner and upon receipt of the retainage draw request and all supporting documentation.

<u>ACTIVITY</u>	<u>INSPECTION REQUIRED</u>	<u>PAYMENT AUTHORIZED</u>
Rehabilitation – monthly or upon contractor’s request until project completion.	YES	YES
Reconstruction –		
Demolition	YES	YES
Footings – ready to pour	YES	NO
Foundation - ready to pour	YES	YES
Monthly or upon contractor’s request until project completion.	YES	YES
Manufactured home –		
Demolition	YES	YES
Footings – ready to pour	YES	YES
Home on site (provide copy of manufacturer’s invoice)	YES	YES
Monthly or upon contractor’s request until project completion.	YES	YES

The final payment shall include the holdback amounts remaining due, if preceeded by the following:

1. Electrical and plumbing certificates,
2. Acceptance of the work by the Agency and the Owner, and
3. Submission of satisfactory waiver of liens or a bond satisfactory to the Owner and Agency indemnifying the Owner against any lien and submission of all warranties and guarantees.

Truth in Lending

<http://nt.mortgage101.com/web/pdf/til.pdf>

Project Setup HUD (Form 40094)

See HUD Website http://www.hudclips.org/sub_nonhud/html/pdfforms/40094.pdf
(Click on this site to view document)

II. PROJECT REIMBURSEMENT 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)**

Owner's Completion Certification ADFA (Form 1000)

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.
 - **RETAINAGE PAYMENT**

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

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.

_____	_____
ADFA Inspector or Monitor ADFA	Date
	ADFA Form (1000)

HOME Disbursement Certification ADFa (Form 2012)

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.

ADFA Form 2012 (8/98)

**HOME
PROJECT EXPENSE SUMMARY
CHANGE ORDERS ONLY**

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

ITEM NO	DESCRIPTION OF CHANGE	MATERIAL COST	LABOR COST	TOTAL COST CHANGE
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 re 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**
- 6. Copy of Homeowner's Hazard Insurance (Current Copy)**

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Homebuyer/Homeowner Rehab
 Completion Report
HOME Program

OMB Approval No. 2506-0171
 (Exp. 05/31/2007)

	Mark the appropriate box: <input type="checkbox"/> Original Submission <input type="checkbox"/> Revision
--	---

Part A: Activity Information

1. Activity Number	2. Name of Participant	3. Participant's Tax ID Number	4. CHDO Tax ID Number
5. Name & Phone Number of person completing this form		6. Type of Property (check one): (1) <input type="checkbox"/> 1-4 Single Family (3) <input type="checkbox"/> Cooperative (2) <input type="checkbox"/> Condominium (4) <input type="checkbox"/> Manufactured Home	

Part B: Financial Structure of Activity

Type of Activity Financed (check one):
 (1) Rehabilitation Only (3) Acquisition Only (5) Acquisition & New Construction
 (2) New Construction Only (4) Acquisition & Rehabilitation

Activity Costs

1. HOME Funds

	Annual Interest Rate	Amortization Period	
	%	Yrs.	\$
(1) Direct Loan			\$
(2) Grant			\$
(3) Deferred Payment Loan (DPL)			\$
(4) Community Housing Development Organization (CHDO) Loan			
a. TA Loan			\$
b. Seed Loan			\$
Total CHDO Loan (Total Items 4a and 4b)			\$
(5) Other			\$
Total HOME Funds (Total Items 1-5)			\$

2. Public Funds

(1) Other Federal Funds	\$
(2) State/Local Appropriated Funds	\$
(3) State/Local Tax Exempt Bond Proceeds	\$
Total Public Funds (Total Items 1-3)	\$

3. Private Funds

	Annual Interest Rate	Amortization Period	
	%	Yrs.	\$
(1) Private Loan Funds			\$
(2) Owner Cash Contribution			\$
(3) Private Grants			\$
Total Private Funds (Total Items 1-3)			\$

4. HOME Program Income	\$
------------------------	----

5. Total Activity Costs (Total All Items)	\$
---	----

Part C: Financial Assistance to Homebuyer **Note: Complete for homebuyer activities only.**

1. Initial Purchase Price	\$
2. Appraised Value	\$
3. Total HOME Funds for Downpayment Assistance [sum of 3(a), 3(c), and 3(d)]	\$
(a) Direct Loan	Annual Interest Rate % Amortization Period Yrs. \$
(b) Grant	\$
(c) Deferred Payment Loan	\$
(d) Other	\$
4. HOME Program Income for Downpayment Assistance	\$
5. Total HOME Funds for Downpayment Assistance (Items 3-4)	\$

Part D: Complete for homeowner rehabilitation activities only.

1. After Rehabilitation Value	\$
2. Single Family Mortgage Limit	\$

Part E: Household Characteristics. Complete the first line for the unit to be occupied by an owner. Fill out the second (third/fourth) line(s) for the rental unit(s), if any. For an unoccupied unit, enter unit number, number of bedrooms, and 9 for occupancy.

Activity Address	Activity Number
------------------	-----------------

Unit No.	No. of Bedrooms	Occupancy	Tenant Contribution	Subsidy Amount	Total Rent	% of Area Median	Hispanic	Race of Head of Household	Size of Household	Head of Household	Rental Assistance
	0-SRO 1-1Bdrm 2-2Bdrm 3-3Bdrm 4-4Bdrom 5-5 or more Bdrms	1-Tenant 2-Owner 3-Vacant				1-0-30% 2-30-50% 3-50-60% 4-60-80%	y=yes n=no	11-White 12-Black or AfricanAmerican 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 AfricanAmerican & White 19-American Indian or Alaska Native & Black or African American 20-Other Multi Racial	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	1-Single/NonElderly 2-Elderly 3-Related/SingleParent 4-Related/Parent 5-Other	1-Section 8 2-HOME TBA 3-Other Assistance 4-No Assistance

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

ELECTRICIAN 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

IV. LINKS TO ATTACHMENTS

1. Income Limits (HUD Website)

<http://www.hud.gov/cpd/home/limits/income/arkansas.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.hudclips.org/sub_nonhud/html/pdfforms/sf424.pdf

(Click to view document)

PART III

ARKANSAS DEVELOPMENT FINANCE AUTHORITY



HOME Investment Partnerships Program

Single-Family Application

New Construction/Acquisition Rehabilitation

NEW CONSTRUCTION APPLICATION CHECKLIST

- ___ 1. Copy of Census Tract, 2000
- ___ 2. Site Control (Copy of Option/Sales Contract/Deed)
- ___ 3. Appraisal
- ___ 4. Verification of Arm's Length Transaction
- ___ 5. Verification of Site Zoning
- ___ 6. Plans and specifications (if applicable)
- ___ 7. Copy of advertisement for bids/proof of publication and the results of bid proposals
- ___ 8. Copy of general contracts, estimates supporting proposed budget
- ___ 9. Copy of commitment letters from each funding sources
- ___ 10. Copy of Contractors License with State
- ___ 11. Pre-qualification procedures established (list of approved applicants)
- ___ 12. Copy of "NOTICE TO BID" advertisement, as applicable
- ___ 13. Staff resumes & Consultant resumes
- ___ 14. Provide comparable sales in the area and listings
- ___ 15. Copy of Contractor Agreement, if negotiated
- ___ 16. Copy of the Affirmative Market Plan
- ___ 17. Copy of City's Adopted Fair Housing Ordinance
- ___ 18. Completed and signed Minority and Women Business Plan
- ___ 19. Letter from highest governmental official stating that the Project is needed and accepted in the community
- ___ 20. Financial Statements of Project Owner(s)
 - ___ a. New Applicant-Balance Sheet, Profit & Loss Statement for past two years
 - ___ b. Prior or Current Applicant-Balance Sheet, Profit & Loss Statement for past year
- ___ 21. Flood Plain Map
- ___ 22. Area map with directions to the site
- ___ 23. Market Study or comparable documentation that there is a need and market for the homes
- ___ 24. Plan for Section 3
- ___ 25. 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.
- ___ 26. Cooperative Agreement, if joint application.
- ___ 27. Contract and Grant Disclosure and Certification Form (F-1 and F-2)
- ___ 28. Form W-9 Request for Taxpayer Identification
- ___ 29. Environmental Assessment

HOME PROGRAM
NEW CONSTRUCTION HOUSING APPLICATION

SUMMARY INFORMATION

A. Project Type New Construction of Single Family Units

- 5 units in same subdivision
- 5 units 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 \$80,000.00 per unit)

6. Square foot of each unit _____

7. 2000 Census Tract No. _____ (**Attachment 1**)

8. Site Area Size _____ Acres or Lot Size _____

9. Sales Price of Constructed Units \$ _____

II. PROJECT READINESS

A. Ownership Information

1. Does applicant own the property? (**Attachment 2, Deed**) Yes No
2. If no, does applicant have site control? Yes No
 - (a) If yes, form of control: Purchase Contract Lease with 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
(**Attachment 3, 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?)
(**Attachment 4, 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 property zoned for your development? Yes No
(If yes, attach verification)
(Attachment 5, Verification of Site Zoning)
- 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 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. Have plans and specifications/work write-ups been completed? Yes No
- (a) If no, have plans or specs been started? Yes No

(b) If plans are incomplete, describe the timeline for having the plans and specs completed:

- 2. Attach any available plans and specifications or initial drawings.
(Attachment 6, Plans & Specifications)
- 3. Attach any available bid proposals or the results of the bid proposals.
(Attachment 7)

III. FINANCING PLAN

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

	HOME Funds	Other Funds
Total Cost		
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. (**Attachment 8**)

B. Funding Sources

Attach copies of financing firm commitment letters from each funding source. (**Attachment 9, Copy of commitment letters from other funding sources**)

C. Project Affordability

Describe the procedures that will be used to ensure that the units remain affordable and occupied by low-income households for at least the required term of HOME Program Affordability.

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.

II. 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, 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 twelve (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 State for projects over Twenty Thousand Dollars (\$20,000). (**Attachment 10, License**)

Does the general contractor have experience? Yes No

III. 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 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 Section 8 Housing Quality Standards or local codes, if applicable. Project costs greater than \$25,000/unit must meet all local codes, rehabilitation standards, zoning ordinances, and the Cost Effective Energy Standards (24 CFR Part 39). New construction projects must meet all local codes, building standards, zoning ordinances, and the Model Energy Code and the State Energy Code.

IV. 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 _____