

MINNEAPOLIS PUBLIC HOUSING AUTHORITY  
 1001 Washington Avenue North  
 Minneapolis, MN 55401-1043



**NON – RENT FEFORM ONLY**

**Effective 1/1/16**

A = Multiple Dwelling (any building with 3 or more units)  
 D/T = Townhouse, Duplex or Double Bungalow  
 SF = Single Family Dwelling

To calculate the utility allowance chart simply, start with the Payment Standard amount and then subtract the amounts listed below for all the utilities which the participant (tenant) pays. This equals the Net Rent. If the Owner's proposed rent is greater than the Net Rent (payment standard minus the utilities), this unit may be considered NOT affordable for the Housing Choice Voucher Program. Be sure to use the proper column for the bedroom size and the proper unit type. The Range and Refrigerator amounts are for participant owned appliances, so do not add them if they are provided by the owner.

Utility/Appliance	0 Bedroom			1 Bedroom			2 Bedrooms			3 Bedrooms			4 Bedrooms			5 Bedrooms			6 Bedrooms		
	A	D/T	SF	A	D/T	SF	A	D/T	SF	A	D/T	SF	A	D/T	SF	A	D/T	SF	A	D/T	SF
HEATING - Gas	45	76	85	57	101	114	57	128	147	61	131	168	70	162	192	81	162	192	93	184	208
- Electric	11	17	16	13	22	21	20	26	26	22	26	38	22	26	40	26	34	42	30	38	57
COOKING - Gas	3			4			4			7			8			8			8		
- Electric	2			2			2			2			2			3			4		
OTHER ELECTRIC	10	14	14	11	19	18	17	22	22	19	22	33	19	22	34	22	28	35	25	32	48
WATER HEATER - Gas	11			14			17			19			23			23			24		
- Electric	4			6			7			9			9			10			12		
TRASH COLLECTION	19			19			19			19			19			19			19		
WATER & SEWER	17			34			37			62			65			76			87		
RANGE	41			41			41			41			41			41			41		
REFRIGERATOR	37			37			37			37			37			37			37		
<b>Appropriate Payment Standard</b>	<b>687</b>			<b>844</b>			<b>1066</b>			<b>1398</b>			<b>1589</b>			<b>1828</b>			<b>2110</b>		
Less (-) Total Allowances for this unit																					
Equals (=) Net Rent <small>Write difference in box</small>																					
<b>Fair Market Rent</b>	656			813			1027			1444			1693			1947			2200		
<b>Payment Standards (% of HUD FMR)</b>	105%			104%			104%			97%			94%			94%			95%		

### 2015 Adjusted HOME Income Limits - Minneapolis - St. Paul - Bloomington MN-WI, MSA

[https://www.hudexchange.info/resource/reportmanagement/published/HOME\\_IncomeLmts\\_State\\_MN\\_2015.pdf](https://www.hudexchange.info/resource/reportmanagement/published/HOME_IncomeLmts_State_MN_2015.pdf)

Effective Date 03-25-2015

% of Median	Number of Persons							
	1	2	3	4	5	6	7	8
30%	\$18,200	\$20,800	\$23,400	\$26,000	\$28,100	\$30,200	\$32,250	\$34,350
Very Low 50%	\$30,350	\$34,650	\$39,000	\$43,300	\$46,800	\$50,250	\$53,700	\$57,200
60%	\$36,420	\$41,580	\$46,800	\$51,960	\$56,160	\$60,300	\$64,440	\$68,640
Low 80%	\$46,100	\$52,650	\$59,250	\$65,800	\$71,100	\$76,350	\$81,600	\$86,900

### 2015 HOME Program Rent Limits - Minneapolis - St. Paul - Bloomington MN-WI, MSA

[https://www.hudexchange.info/resource/reportmanagement/published/HOME\\_RentLimits\\_State\\_MN\\_2015.pdf](https://www.hudexchange.info/resource/reportmanagement/published/HOME_RentLimits_State_MN_2015.pdf)

Effective March 2015

Rent Limit	Efficiency	1BR	2BR	3BR	4BR	5BR	6BR
Low HOME Rent	\$641	\$796	\$975	\$1,126	\$1,256	\$1,386	\$1,515
High HOME Rent	\$641	\$796	\$996	\$1,403	\$1,599	\$1,746	\$1,893
Fair Market Rent	\$641	\$796	\$996	\$1,403	\$1,656	\$1,904	\$2,153
50% Rent Limit	\$758	\$812	\$975	\$1,126	\$1,256	\$1,386	\$1,515
65% Rent Limit	\$980	\$1,051	\$1,263	\$1,451	\$1,599	\$1,746	\$1,893

# 2014 Minority Population Concentration by Census Tract

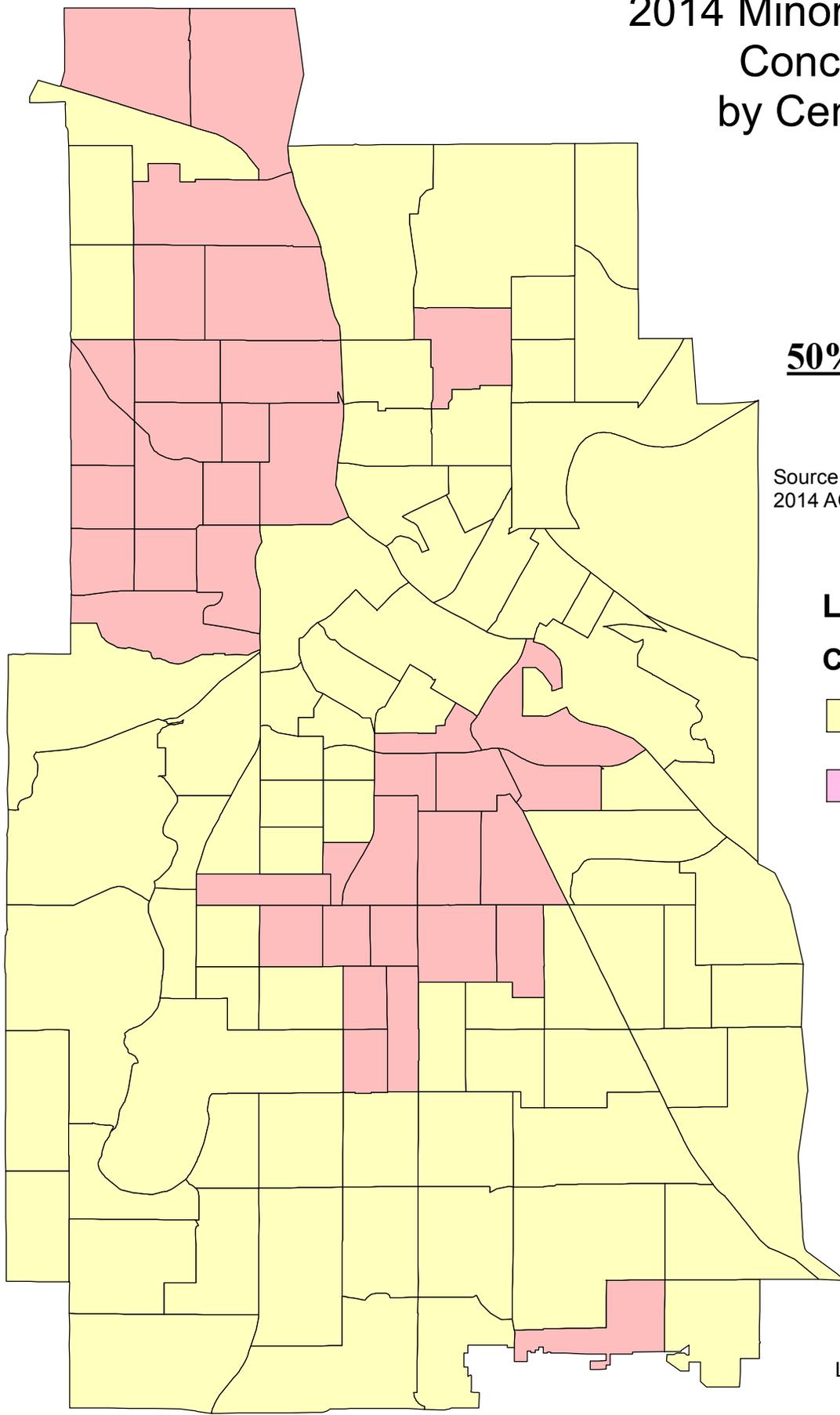
## 50% Threshold

Source: Census Bureau, 2014 ACS 5-year average (2010-2014)

### Legend

#### CENSUS TRACTS

-  Less than 50% concentration
-  50% or more concentration



Community Planning & Economic Development

Long Range Planning, Research  
March 2016

# 2014 Percent of Population Below Poverty Level by Census Tract

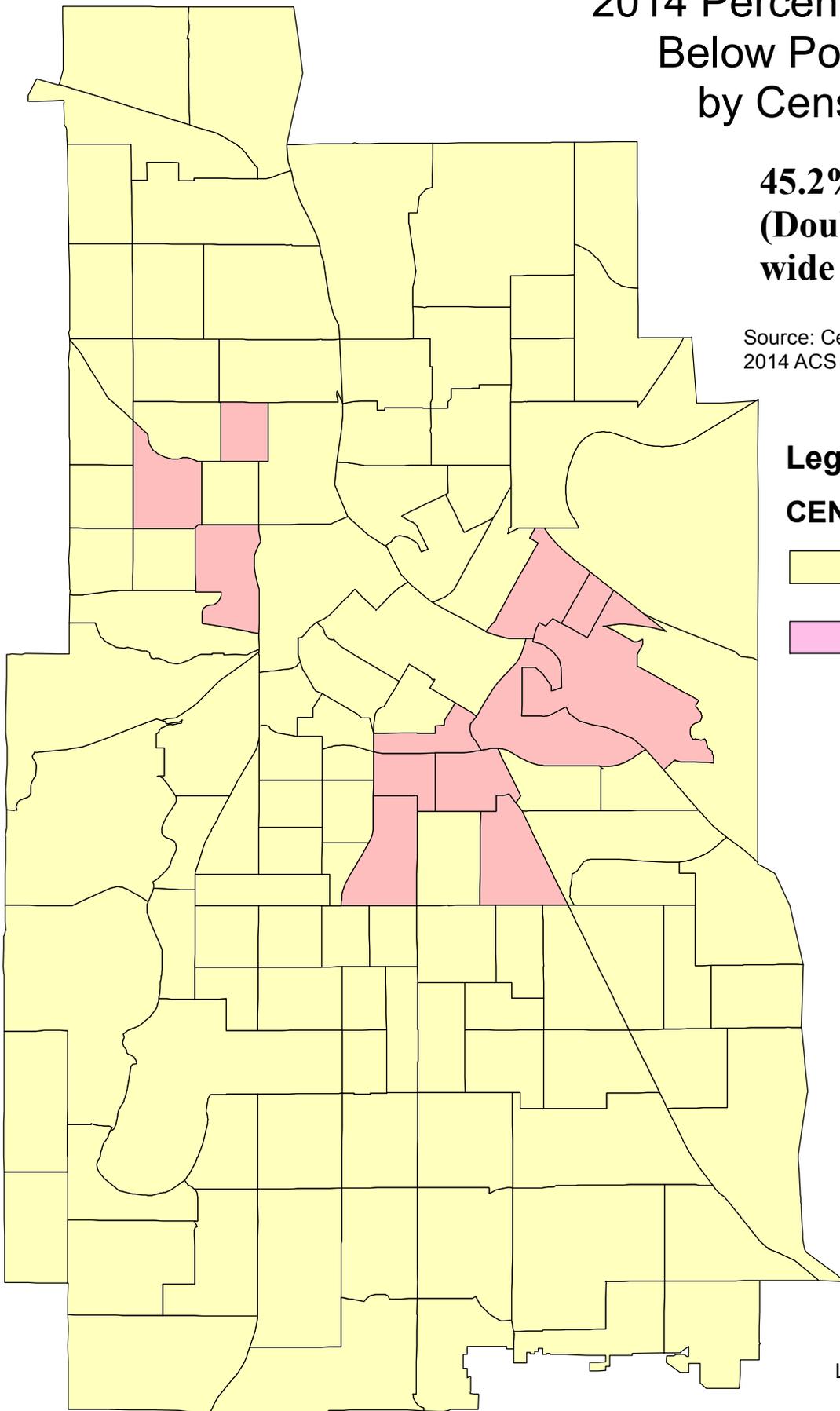
**45.2% Threshold  
(Double 22.6% City wide poverty rate)**

Source: Census Bureau,  
2014 ACS 5-year average (2010-2014)

## Legend

### CENSUS TRACTS

-  Less than 45.2% population below poverty level
-  45.2% or more population below poverty level



Community Planning &  
Economic Development

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March 2016

## **CITY OF MINNEAPOLIS – AHTF CONTRACTING REQUIREMENTS (Updated 6/2/15)**

The borrower will be required to comply with all applicable Federal, State and local laws and regulations. These requirements vary depending upon the type of development and the source and amount of public investment, if any, and may include, without limitation, the payment of Prevailing Wages for construction, the preparation of Affirmative Action Plans, competitive bidding, compliance with the Small and Underutilized Business Enterprise program or equivalent federal program, and Business Subsidy Act/Living Wage Ordinance, and reporting requirements for those programs. Some of the standard requirements are further discussed below, but the following list is not exhaustive. The borrower is responsible for compliance with all City contracting requirements. Failure to incorporate the requirements as appropriate in any bidding documents or contracts may make a project ineligible for funding or public assistance.

Proposers unfamiliar with these standard requirements are urged to seek further information. Proposers should be aware that additional project costs may result from some of these requirements.

1. **Equal opportunity (nondiscrimination and affirmative action)** The borrower will be required to submit a written Affirmative Action Plan for the development project. The minimum employment goals for borrower and for any contractor, subcontractor or vendor with a construction contract in excess of \$50,000 shall be as follows: 6% of the total project construction hours are to be performed by females, 32% by minority workers. The borrower also must comply and cause its contractors to comply with applicable provisions of Chapters 139 and 141 (Title 7, Civil Rights), Minneapolis Code of Ordinances, nondiscrimination provisions contained in Chapter 181, Minnesota Statutes, the Americans with Disabilities Act of 1990 (as amended), Section 109 of the Housing and Community Development Act of 1974 (as amended), the Age Discrimination Act of 1975 (as amended) and Executive Order 11246, as amended by Executive Order 12086. The borrower will be required not to discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, gender identity, disability, age (forty (40) to seventy (70)), marital status, or status with regard to public assistance. The borrower also will be required to take affirmative action to ensure that all employment practices are free of such discrimination. These employment practices include, but are not limited, to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The borrower will post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause. The borrower also will be required to, in all solicitations or advertisements for employees placed by or on behalf of the borrower, state that it is an equal opportunity or affirmative action employer. The City requires compliance in demolition, construction and marketing of development projects.
2. In accordance with the CPED **Prevailing Wage Policy**, the borrower (for 8+ unit projects) must covenant and agree that it will cause its general contractor and subcontractors to comply with the wage and hour standards issued by the United States Secretary of Labor pursuant to the Davis Bacon Act, 40 U.S.C. Sections 276a to 276a-5, as amended, and the Contract Work Hours and Safety Standards Act 40 U.S.C. Sections 327-333. All contractors and subcontractors subject to the City's Prevailing Wage Policy must provide monthly certified payroll records to the Minneapolis Department of Civil Rights.

Additional requirements for **federal funds**: construction projects receiving **federal** funds may need to comply with the provisions of the Davis-Bacon Related Act (requirements vary depending on amount and type of funding). The Davis-Bacon Related Act requires that all contractors and subcontractors pay prevailing wages as determined by the federal Davis-Bacon wage decision. All contractors and subcontractors subject to the Davis-Bacon Act must provide weekly certified payroll records to the Minneapolis Department of Civil Rights. The signed construction contract that contains the building specifications for the project must contain a copy of the appropriate United

States Department of Labor Federal Wage Decision document and the HUD form 4010, Federal Labor Standards Provisions.

3. Borrower and its contractors and suppliers must comply with the Small & Underutilized Business Enterprise Program (SUBP) as outlined in Minneapolis City Code Chapter 423 attached hereto as Attachment A (the "SUBP Provisions"). The SUBP Provisions apply to any development project that receives assistance in excess of one hundred thousand dollars (\$100,000). Any questions about the SUBP Provisions should be directed to the Small & Underutilized Business Enterprise Program, City of Minneapolis Department Civil Rights, 239 City Hall, 350 South 5<sup>th</sup> Street, Minneapolis, Minnesota 55415, Attention: Contract Compliance Division (612-673-3076) or [contractcompliance@minneapolismn.gov](mailto:contractcompliance@minneapolismn.gov).
4. The borrower's contractors will be subject to the City's **Apprenticeship Training Policy** (for 8+ unit projects).
5. The development must be in conformance with the Uniform Federal **Accessibility Standards** as published on April 1, 1988. The borrower must describe the accessibility design for people with disabilities of each of the code required handicapped units, any proposed housing development (e.g. roll-in showers), the mix of accessible units in the project and where they are located, and any appropriate safety features for vision- and hearing-impaired people.
6. The City's **Affordable Housing Policy** applies to any residential development (rental or ownership) with ten units or more, or a project with a residential component of 10 or more units, that receives any public financial assistance. Public financial assistance includes the receipt of Affordable Housing Trust Fund monies.
7. **Rezoning Responsibility:** It is the borrower's responsibility to undertake and finance any rezoning, variance and use permits necessary for approval of proposed development.
8. **Utilities:** It is the borrower's responsibility to identify the locations of and provide for the installation of electricity, gas, water, sewer service and other utilities servicing the site from the public mains to the individual units.
9. **Construction Standards:** Development must meet FHA minimum property standards and all Minneapolis City codes, and projects will be reviewed for energy efficiency.
10. **Residential Sale and Commercial Sale/ Lease:** The completed units must be advertised and offered publicly and must be sold to the general public.
11. **Hold Harmless:** The borrower shall agree to defend, indemnify and hold the City harmless from any and all claims or lawsuits that may arise from the borrower's activities under the provisions of the loan agreement, that are attributable to the acts or omissions, including breach of specific contractual duties of the borrower or the borrower's independent contractors, agents, employees or officers.
12. **Insurance:** The insurance required for projects approved for funding will include general liability, auto, builder's risk, worker's compensation, and any other insurance appropriate to the project.
13. **Payment and Performance Bond:** The borrower must provide payment and performance bonds in the form prescribed by Minnesota Statutes, Section 574.26, covering the faithful performance of the general contractor's obligations under the construction contract, naming the City as a co-obligee, in the full amount of the construction contract and written by a surety mutually acceptable to the City

and the borrower, or an irrevocable letter of credit from a lender approved by the City in the amount of 100% of the construction costs.

- 14. Bidding Requirements:** The borrower is required to demonstrate compliance with CPED competitive bidding requirements for general and subcontractor selection.
- 15. Interest of Members of City :** No member of the governing body, officer, employee or agent of the City who exercises any function or responsibilities in connection with the carrying out of the project to which this proposal pertains, shall have any personal interest, financial or otherwise, direct or indirect, in the loan agreement.
- 16. Transfer of Interest**  
The borrower shall not assign any interest in the loan agreement, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City, provided, however, that claims for money due or to income due to the borrower may be assigned to a bank, trust company or other financial institution, or to a trustee in bankruptcy without such approval. Notice of any such assignment or transfer shall be furnished to the City. The borrower shall not subcontract any services under the loan agreement without prior approval of the City's designated Contract Manager.
- 17. Performance Monitoring**  
The City will monitor the performance of the borrower against goals and performance standards required in the loan agreement. Substandard performance as determined by the City may result in the initiation of contract termination procedures. The City's designated Contract Manager shall review each portion of the work when certified as complete and submitted by the borrower and shall inform the borrower of any apparent deficiencies, defects, or incomplete work, at any stage of the project.
- 18. Independent Contractor**  
Nothing contained in the loan agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The borrower shall at all times remain an independent contractor with respect to the services to be performed under the loan agreement. Any and all employees of the borrower or other persons engaged in the performance of any work or services required by the borrower under the loan agreement shall be considered employees or sub-contractors of the borrower only and not of the City; and any and all claims that might arise, including worker's compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the borrower.
- 19. Retention of Records**  
The borrower shall retain financial records, supporting documents, statistical records and all other records pertinent to the expenditures under the loan agreement for a period of six years from the completion of the project, pursuant to the requirements of 24 CFR 84.53(b) as modified by 570.502(b)(3)(ix)(A) and (B). Records that are the subject of audit findings shall be retained for six years after such findings have been resolved. Records for non-expendable property acquired with funds under the loan agreement shall be retained for six years after final disposition of such property. Records for any displaced person must be kept for six years after he or she has received final payment.
- 20. Data Practices**  
The borrower agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The borrower must immediately report to the City any requests from third parties for information relating to the loan

agreement. The City agrees to promptly respond to inquiries from the borrower concerning data requests. The borrower agrees to hold the City, its officers, and employees harmless from any claims resulting from the borrower's unlawful disclosure or use of data protected under state and federal laws.

### **21. Inspection of Records**

All borrower records with respect to any matters covered by the loan agreement shall be made available to the City or its designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

### **22. Applicable Law**

The laws of the State of Minnesota shall govern the loan agreement, and the appropriate venue and jurisdiction for any litigation which may arise thereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the borrower.

### **23. Conflict and Priority**

In the event that a conflict is found between provisions in the loan agreement, the borrower's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) loan agreement; 2) Proposal; and last 3) Request for Proposals.

### **24. Billboard Advertising**

Through Section 544.120, Minneapolis Code of Ordinances, City and City-derived funds are prohibited from use to pay for billboard advertising as a part of a City project or undertaking.

### **25. Conflict Of Interest/Code Of Ethics**

The borrower agrees to be bound by the City's Code of Ethics, Minneapolis Code of Ordinances, Chapter 15. The borrower will be required to certify that to the best of its knowledge all City employees and officers participating in the loan agreement have also complied with that Ordinance. It is agreed by the parties that any violation of the Code of Ethics constitutes grounds for the City to void the loan agreement. All questions relative to this section shall be referred to the City and shall be promptly answered.

### **27. Additional Federal Requirements**

**RELOCATION:** The borrower shall comply with Titles I and II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-55) and 49 C.F.R. Part 24, for displacement of persons, businesses, nonprofit organizations, and farms occurring as a direct result of any project receiving federal funds to the extent said statutes apply to the loan agreement.

**AFFIRMATIVE MARKETING:** Recipients of HOME program funds shall comply with the City's Affirmative Marketing requirements under 24 C.F.R. §92.351.

### **HUD "SECTION 3 REQUIREMENTS" (24 C.F.R. Part 135) IN THE PROVISION OF TRAINING**

**EMPLOYMENT AND BUSINESS OPPORTUNITIES:** Borrowers receiving more than \$200,000 of federal funds for a project and any contractor or subcontractor with a contract on such a project in excess of \$100,000 are subject to the Section 3 requirements outlined in 24 C.F.R. Part 135. All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of

HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.

F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b) 24.

Any questions about complying with Section 3 should be directed to City of Minneapolis Department Civil Rights - Contract Compliance Division (612-673-3076) or [contractcompliance@minneapolismn.gov](mailto:contractcompliance@minneapolismn.gov) .

**ENVIRONMENTAL COMPLIANCE:** The borrower agrees to comply with the National Environmental Policy Act of 1969, and the HUD Environmental Review Procedures (24 C.F.R., Part 58) insofar as they might apply to the performance of the loan agreement.

**HISTORIC PRESERVATION:** The borrower agrees to comply with the historic preservation requirements set forth in the National Historic Preservation Act of 1966 (16 U.S.C. 470) and the Archaeological and Historic Preservation Act of 1974, Public Law 93-291, and the procedures set forth in 36 C.F.R., Part 800, insofar as they apply to the performance of the loan agreement.

**ARCHITECTURAL COMPLIANCE:** The borrower agrees to comply with any regulations issued by HUD pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, 24 C.F.R. §8.22 (new construction) and §8.23 (existing building), which prohibits discrimination against the handicapped in any federally assisted program. The City shall provide to the borrower any necessary guidelines for compliance with that portion of the regulations in force during the loan agreement period. The borrower must also comply with the Fair Housing Act 24 C.F.R. §100.205. Section 504 uses Uniform Federal Accessibility Standards (UFAS) and Fair Housing Act uses American National Standards Institute (ANSI – 1986).

**LEAD BASED PAINT REMEDIATION:** Projects receiving funds from the Program must comply with Federal, State, and City lead-based paint regulations. All projects must have a lead-risk assessment done by an authorized company. The specific regulations are as follows:

Federal Regulations

**EPA – 40 C.F.R. Part 745** and any other regulations issued pursuant to Section 403 of the Toxic Substances Control Act (TSCA) as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992.

**OSHA – 29 C.F.R. Part 1910 and Part 1926.**

**HUD – 24 C.F.R. Part 35** especially Subparts B, G, H, J, K & R

State Statute

**Department of Health** – Minnesota Statutes, Section 144.9501 through Section 144.9509 (The Childhood Lead Poisoning Act).

**Section 144.9504** deals with “lead orders” issued by the Commissioner of Health.

**Section 144.9508** deals with “rules” prepared or adopted by the Commissioner of Health for addressing lead contamination and its abatement.

City of Minneapolis Ordinance

**Chapter 240, Minneapolis Code of Ordinances** – Enforcement authority granted to the City’s Department of Regulatory Services-Environmental Health Division, to enforce “lead orders” issued by the State. HUD regulations for lead paint have been in existence for many years, however, on September 15, 2000, new regulations became effective. The regs consolidate all of HUD’s existing regulations in one part of the Code of Federal Regulations (CFR), requires control of lead-contaminated dust associated with the presence of lead-based paint, requires clean up or clearance, and requires trained and certified lead paint professionals to assure that lead hazard control work is done safely.

For more detail information, refer to Attachment 7-A (Summary of Lead-Based Paint Requirements by Activity) and Attachment 7-B (Four Approaches to Implementing Lead Hazard Evaluation and Reduction).

**Attachment A**  
**City of Minneapolis**  
**Small and Underutilized Business Enterprise Program**  
**Special Provisions for Development Projects**

I. Overview

The City of Minneapolis policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City's marketplace and in public contracting against minority-owned business enterprises ("MBEs") and women-owned business enterprises ("WBEs"). This is accomplished through the Small and Underutilized Business Program ("SUBP") as detailed in the Minneapolis Code of Ordinances Chapter 423. SUBP applies to any development project receiving a subsidy through the City of over \$100,000. SUBP goals are set on projects based on the project scope, subcontracting opportunities and availability of eligible MBEs/WBEs. The City will set SUBP goals to facilitate participation of MBEs/WBEs on this project.

Only eligible and available MBEs/WBEs count towards the SUBP goals. An eligible and available MBE/WBE is:

1. Certified under the Minnesota Uniform Certification Program (MNUCP).
2. Located within the City's marketplace.<sup>1</sup>
3. Certified within the scope of work in which they will be performing.
4. Performing a commercially useful function on the contract.

II. Good Faith Efforts Evaluation

The developer's contractor must either meet the goals listed above or demonstrate a Good Faith Effort to do so. A Good Faith Effort means that the developer's contractor made *every necessary and reasonable effort* to subcontract with MBEs/WBEs prior to subcontractor bidletting.

To determine if the developer's contractor solicited MBEs/WBEs in good faith, the following list of *seven factors* may be considered:

- 1) Soliciting through all reasonable and available means (attendance at pre-bid meetings, advertising and/or written notices) the interest of all MBEs/WBEs certified in the scopes of work of the contract. The developer's contractor must solicit MBEs/WBEs in sufficient time prior to bid opening or the proposal deadline to allow MBEs/WBEs to respond to solicitations. The developer's contractor must determine with reasonable certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up on initial solicitations.
- 2) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the project goals will be achieved. This includes, where appropriate, breaking out contract work into smaller units to facilitate MBE/WBE participation, even when a developer's contractor might otherwise prefer to perform these work items with its own forces.
- 3) Providing interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- 4) The developer's contractor must negotiate in good faith with interested MBEs/WBEs and provide written documentation of such negotiation with each such business. In determining whether the developer's contractor negotiated in good faith, the City of Minneapolis Department of Civil Rights ("MDCR") may consider a number of factors including price, scheduling and capabilities as well as the contract goal.
- 5) The fact that there may be some additional costs involved in finding and using MBEs/WBEs is not itself sufficient reason for the developer's contractor's failure to meet the project goals as long as such costs are reasonable.

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<sup>1</sup> Minnesota counties: Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington, and Wright.

- 6) If requested by a solicited MBE/WBE, the developer's contractor must make reasonable efforts to assist such MBEs/WBEs in obtaining bonding, lines of credit or insurance as required by the developer or by the developer's contractor, provided that the developer's contractor need not provide financial assistance toward this effort.
- 7) Effectively using the services of minority/woman community organizations; minority/woman contractors' groups; local, state and federal business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the solicitation and placement of MBEs/WBEs.

### III. Required Documentation

The developer's contractor must thoroughly document its efforts to solicit and incorporate MBE/WBE participation to meet the SUBP goals. The following documents must be submitted after subcontractor bidletting and prior to closing on the City subsidy:

1. *Bidders and Solicitation List*: Must include all subcontractors, sub-consultants, service providers or suppliers that were solicited. It also indicates which MBE/WBE firms the developer's contractor intends to use.
2. *Supporting Documentation to Demonstrate Good Faith Efforts*: The developer's contractor must submit documentation evidencing the efforts taken to achieve the SUBP goals. The information may include, but is not limited to, copies of solicitation emails, bids received, faxes, and phone call logs.
3. *Good Faith Efforts Checklist*: A checklist based on the *seven factors* that may be considered in determining whether MBE and WBE participation was solicited in good faith. The developer's contractor must use the checklist during subcontractor bid solicitation to demonstrate the efforts that were made.
4. *Pre-Construction Book*: Collects information related to subcontracts, employment participation, construction schedules, and required wages. The developer's contractor must ensure that the MBEs and WBEs they intend to contract with and their respective subcontract amounts are within the Pre-Construction Book and are accurate.

### IV. Post-Award Substitutions

The developer's contractor shall not substitute any MBE/WBE subcontractor listed in the Pre-Construction Book without the prior written approval of MDCR. The developer's contractor must make good faith efforts to replace an MBE/WBE subcontractor that is unable to perform with another MBE/WBE to perform the same scope of work.

### V. Penalties for Non-Compliance

Compliance with SUBP is a material condition of the City's subsidy contract. The City may take the following actions wholly, partly, or in any combination:

- a) Temporarily withhold disbursements of City-provided funds pending correction of the deficiency.
- b) Disallow the use of funds for all or part of the cost of the activity or action not in compliance.
- c) Suspend or debar the noncompliant developer, developer's contractor, subcontractor, supplier or vendor as ineligible for all current or potential contracts with the City or supported by City funds.
- d) Designate the noncompliant developer, developer's contractor, subcontractor, supplier or vendor as high-risk for future contracts and require of the developer, developer's contractor, subcontractor, supplier or vendor increased reporting requirements, mandatory audits and similar measures.

Please review Minneapolis Code of Ordinances Chapter 423 for more information or contact the City of Minneapolis Department of Civil Rights at (612) 673-3012 or [contractcompliance@minneapolismn.gov](mailto:contractcompliance@minneapolismn.gov).

**Bidding Procedures for Projects Funded by the Affordable Housing Trust Fund Program and Housing Revenue Bonds (Effective: May 1, 2014)**

THE CITY ENCOURAGES PROCUREMENT TRANSACTIONS TO BE CONDUCTED IN A MANNER THAT DEMONSTRATES REASONABLE DEVELOPMENT COSTS AS WELL AS PROVIDING FULL AND OPEN COMPETITION.

**I. GENERAL CONTRACTOR AND SUBCONTRACTOR SELECTION METHODS:**

- A. Sealed Bids:** The preferred method for general contractor selection is to publicly advertise for sealed bids at a pre-determined date and time. The general contractor bid solicitation must be publicized as further described in Section II below and must include clear and complete written specifications, and a standard bid response form. The selection of the successful bidder shall be made principally on the basis of price. A Lump Sum, Fixed Price or Stipulated Sum, contract shall be awarded to the lowest responsive responsible bidder.
- B. General Contractor Request for Qualifications (RFQ) with subsequent sealed bids for general contractor selection (previously the "Alternative Method"):** This method uses a publicly advertised RFQ to establish a short list of at least three (3) pre-qualified general contractors who will then complete for the general contracting work by submitting a sealed bid on a standard form based upon clear plans and specifications at a pre-determined public bid opening. With this method, the general contractor is not directly involved in creating the development plans or the project specification manual, and the general contractor may or may not have identified all of the subcontractors who may work on that particular project at the time the sealed bids are due.
- C. General Contractor Selection with subsequent bidding for subcontractor selection (previously, the "Second Alternative Method"):** This method, sometimes referred to as the "team approach," is generally intended for larger projects with a total development cost over approximately \$10 million where the general contractor is involved in estimating preliminary project pricing, drafting the development plans and project specification manual, and managing the subcontractor bidding process. The selected general contractor issues a public Request for Proposals (RFP) soliciting formal bids from qualified subcontractors based upon written plans and specifications. This subcontractor selection must comply with the bidding procedures described in Section II below.
- D. Cost Reasonableness Study:** In circumstances where City staff agree that a public selection of a general contractor or subcontractors creates an excessive burden on the project or generates insufficient competitive proposals or bids, the City may elect to complete a cost reasonableness study at its sole discretion and at the cost of the developer in lieu of requiring Method A., B., or C. above. This method includes the following procedures and documentation:

  - 1. **Declaratory Letter to CPED:** Developer provides CPED with a letter and supporting documentation demonstrating why a public selection of a general contractor or subcontractors created an excessive burden on the project, generated insufficient competitive proposals or bids, or another reasonable explanation describing why none of the Methods A., B., or C. was appropriate for the project.
  - 2. **Plans and Specifications Provided to CPED:** The developer furnishes CPED with the complete construction plans and written project specifications manual.

3. Consultant Selection: Using authority granted to CPED in the signed Recitals, Acknowledgement, and Consent Form from Attachment 13 of the RFP, CPED selects at its sole discretion at least one qualified consultant such as one or more architects or general contractors to review the construction plans and project specifications to estimate project costs and compare those costs to at least one other similar project.

## **II. ADDITIONAL POLICIES AND PROCEDURES**

### **A. Advertisement Publication:**

1. At a minimum, all advertisements must be published in Finance and Commerce twice for a minimum of one (1) week each. Direct mail invitations or solicitations are permitted as a supplement to the minimum required public advertisement.
2. Bid packages with construction plans and specifications used for general contractor or subcontractor selection must be made available concurrently with the public advertisement to applicable labor union trade organizations or regional council offices.
3. All solicitations must be reviewed by CPED staff prior to commencement of advertising.
4. Affidavits of publication must be provided to CPED which describes the specific advertisement that was published and the dates of publication.

**B. Architectural Services:** CPED recommends using the Minnesota Housing Finance Agency Architect's Guide (the April 2014 version is posted here: [http://www.mnhousing.gov/idc/groups/multifamily/documents/webcontent/mhfa\\_008062.pdf](http://www.mnhousing.gov/idc/groups/multifamily/documents/webcontent/mhfa_008062.pdf)).

**C. Bid or Proposal Opening and Documentation to CPED:** Project bid openings must be public and must be attended by CPED staff. Upon the completion of the opening of the bids or advertisement responses, the following must be promptly submitted to CPED staff:

1. Copy of the sign-in sheet of all persons in attendance at the opening;
2. Copies of all bids or responses; and
3. Tally sheet listing all bidders or respondents, proposers, addendums received, responsive or non-responsive bids or responses, reason, and summaries of all of the pertinent financial information in the bids or responses.

**D. Change Orders:** CPED endeavors to minimize change orders where possible.

### **E. Contracting Requirements:**

1. Please see the AHTF Contracting Requirements (Attachment 6) for a summary of the applicable SUBP, affirmative action, Davis Bacon, CPED Apprenticeship, and related rules.
2. The selected general contractor shall provide on CPED's Sworn Construction Statement form and Civil Rights Pre-Construction Booklet the names of all parties having contracts or subcontracts for specific portions of the work on said property and building or material entering into the construction and amounts of each.

**F. Competitive Bidding is Preferred:** At least three (3) competitive bids, proposals or responses are preferred when a competitive process is used to select either the general contractor or subcontractors.

**G. Design-Build Prohibited:** The design-build approach where the design phase of the project overlaps with the construction phase is a prohibited procurement method even when Method D is used.

ATTACHMENT 5  
**BIDDING PROCEDURES**

- H. Faxed or E-Mailed Bids Prohibited:** Faxed or e-mailed bids or responses are not permitted.
- I. General Contractor Self-Performing Construction Work:** The selected general contractor may self-perform work on the project only if the general contractor first announces as a disclosure their intention in its initial proposal that it intends to pursue self-performing some of the construction, and submits a separate sealed bid (or bids) on the subcontract work and if the general contractor and project owner verify in writing to the City prior to the posting of the advertisement for the subcontractor sealed bids that the general contractor has not developed or drafted specifications, requirements, statements of work, invitations for bids and/or requests for proposals.
- J. Procurement for Professional Services:** Procurement for professional services including architectural, engineering, and legal: CPED encourages but does not require a competitive process to be used to select professional consultants for projects.
- K. Project Manuals and Specifications Standard Format:** All project manuals or specification books shall be organized into Divisions and Sections using the 16 –division format and Construction Specification Institute (CSI) Master Format numbering system.
- L. Registered and Independent Professional Consultants:** All professional services shall be performed by professionals registered in Minnesota in their respective fields and independent of Developer and Contractor(s) engaged in the development unless the scope of work is limited to minor rehabilitation and simply replacing worn components/equipment with similar new components/equipment.
- M. Retainage:** Unless otherwise agreed to by the City, the General Contractor must include a retainage clause requiring a 10% holdback of hard construction costs until construction is 50% complete with such holdback released upon completion of construction.
- N. Standard Forms Required for Bidding and Draws:**
1. A standard bid or proposal response form must be provided in the bid package to be completed by the respondents.
  2. Request for payment shall be submitted on AIA Document G702 Application and Certificate for Payment, and AIA Document G703 Continuation Sheet.

ATTACHMENT 6  
**SUMMARY OF LEAD-BASED PAINT REQUIREMENTS BY ACTIVITY**

	Rehabilitation (Subpart J) Chapter 4			TBRA (Subpart M) Chapter 5	A,L,SS,O (Subpart K), Chapters 6 & 7
	≤ \$5,000	\$5,000 - \$25,000	>\$25,000		Homebuyer and Special Needs*
<b>Approach to Lead Hazard Evaluation and Reduction</b>	1. Do no harm	3. Identify and control lead hazards	4. Identify and abate lead hazards	2. Identify and stabilize deteriorated paint	2. Identify and stabilize deteriorated paint
<b>Notification</b>	Yes	Yes	Yes	Yes	Yes
<b>Lead Hazard Evaluation</b>	Paint Testing	Paint Testing and Risk Assessment	Paint Testing and Risk Assessment	Visual Assessment	Visual Assessment
<b>Lead Hazard Reduction</b>	Repair surfaces disturbed during rehabilitation	Interim Controls	Abatement (Interim Controls on exterior surfaces not disturbed by rehabilitation)	Paint Stabilization	Paint Stabilization
	Safe work practices Clearance of work site	Safe work practices Clearance of unit	Safe work practices Clearance of unit	Safe work practices Clearance of unit	Safe work practices Clearance of unit
<b>Ongoing Maintenance</b>	For HOME rental only	For HOME rental only	For HOME rental only	Yes	Yes (if ongoing relationship)
<b>EIBLL Requirements</b>	No **	No	No	Yes	No
<b>Options</b>	Presume lead-based paint Use safe work practices on all surfaces	Presume lead-based paint and/or hazards Use standard treatments	Presume lead-based paint and/or hazards Abate all applicable surfaces	Test deteriorated paint Use safe work practices only on lead-based paint surfaces	Test deteriorated paint Use safe work practices only on lead-based paint surfaces
*Special Needs Housing may be subject to the requirements of Subpart J, M, or K depending on the nature of the activity undertaken. However, since most special-needs housing involves acquisition, leasing, support services, and operations, for the purposes of this table, it has been placed in this column. Chapter 7 explains how other requirements may also apply.					

## FOUR APPROACHES TO IMPLEMENTING LEAD HAZARD EVALUATION AND REDUCTION

FOUR APPROACHES TO IMPLEMENTING  
LEAD HAZARD EVALUATION AND REDUCTION

APPROACH 1. DO NO HARM		
Lead Hazard Evaluation	Lead Hazard Reduction	Options
Paint testing performed on surfaces to be disturbed.	Repair surfaces disturbed during work. Safe work practices used when working on areas identified as lead-based paint. Clearance performed on work site.	Presume lead-based paint is present and use safe work practices on all surfaces being disturbed.
APPROACH 2. IDENTIFY AND STABILIZE DETERIORATED PAINT		
Lead Hazard Evaluation	Lead Hazard Reduction	Options
Visual assessment performed to identify deteriorated paint.	Paint stabilization of identified deteriorated paint. Safe work practices used. Clearance performed unit-wide	Perform paint testing on deteriorated paint. Safe work practice requirements only apply to lead-based paint.
APPROACH 3. IDENTIFY AND CONTROL LEAD HAZARDS		
Lead Hazard Evaluation	Lead Hazard Reduction	Options
Paint testing performed on surfaces to be disturbed Risk assessment performed on entire dwelling	Interim controls performed on identified hazards. Safe work practices used. Clearance performed unit-wide.	Presume lead based paint and/or lead based paint hazards are present and perform standard treatments.
APPROACH 4. IDENTIFY AND ABATE LEAD HAZARDS		
Lead Hazard Evaluation	Lead Hazard Reduction	Options
Paint testing performed on surfaces to be disturbed. Risk assessment performed on entire dwelling.	Abatement performed on identified hazards. Interim controls performed on identified hazards on the exterior that are not disturbed by rehabilitation. Safe work practices used. Clearance performed unit-wide.	Presume lead-based paint and/or lead-based paint hazards are present and perform abatement on all applicable surfaces - deteriorated, impact, friction, chewable surfaces, and surfaces to be disturbed.

## AHTF QUARTERLY PROJECT PROGRESS REPORT

<b>Project</b>	<b>AHTF Award Date</b>
<b>Address</b>	<b>AHTF Award Amount</b>
<b>Developer</b>	<b>CPED Coordinator</b>
<b>Report Preparer</b>	<b>Report Date</b>
<b>Expected Closing Date</b>	<b>TDC \$</b> -

### 1. Status of committed funding, including tax credit and bond allocations

Committed Funding	Type: Equity, Grant or Loan	Award Date	Amount	Activity Notes: Funding award letter dates, funding agreement execution, future applications if partial awards were given
Source A				
Source B				
Source C				
Source D				
Source E				
<i>Committed Funding Total</i>			\$ -	

### 2. Status of pending or contemplated funding applications to other funders

Applications to be Submitted	App. Due Date	Expected Award Date	Amount	Activity Notes: Meetings with funders, application prep. activities
Source 1				
Source 2				
Source 3				
Source 4				
Source 5				
<i>Future Applications Total</i>			\$ -	
<i>Sources Total</i>			\$ -	
<i>Gap (TDC-Sources Total)</i>			\$ -	

### 3. Summarize due diligence efforts including title work, market research, property appraisal, and environmental assessments

### 4. Summarize progress pursuing development review approvals, building permit approvals, and other government approvals

### 5. Summarize accomplishments with public bidding and/or selection of general contractor and/or subcontractors

### 6. Summarize other accomplishments such as resolving legal issues and addressing other barriers to closing

**2016 AHTF SCORING WORKSHEET\***

Project: \_\_\_\_\_  
 Developer: \_\_\_\_\_  
 PC: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Poverty or Minority Impacted or Non-Impacted: \_\_\_\_\_  
 Proposed Financing Structure (Bonds, 4%, 9% etc.): \_\_\_\_\_  
 Target Closing Date: \_\_\_\_\_  
 AHTF Amount Requested: \_\_\_\_\_  
 Site Control - Yes or No (IF No, then application is disqualified): \_\_\_\_\_  
 Ward: \_\_\_\_\_

TABLE A: AHTF APPLICATION SCORING SUMMARY					
RFP Part 2, Sec. II Reference	AHTF Underwriting Standards (See RFP Program Part 2)	Total Possible	Applicant's Proposed Scoring	CPED Scoring	Scoring Explanation with Application Section References
<b>A.</b>	<b>Financial Soundness and Management</b>	<i>27 Total</i>			
	CPED Underwriting (RFP Attachment 9)	12	0	0	See Table B Below ↓
	% of Secured Funding	5	0	0	See Sources & Uses tab, cell C24
	Management Plan Quality	5	0	0	
	Developer Experience	5	0	0	
<b>B.</b>	<b>Economic Integration</b>	10	0	0	
<b>A. + B.</b>	<b>Threshold Total (20 pt. minimum)</b>	37	0	0	
C.	Ratio of Soft to Total Project Costs	15	0	0	
D.	Family Housing	15	0	0	
E.	Design Quality and Compatibility	5	0	0	
F.	Provision of Resident Services	10	0	0	
G.	Plan Conformance	10	0	0	
H.	Proximity to Transit and Jobs; Density	20	0	0	
I.	Project Based Rental Assistance	10	0	0	
J.	Housing for Homeless (30% AMI)	10	0	0	
K.	Long-Term Affordability Period	10	0	0	
L.	Senior Housing	10	0	0	
M.	Neighborhood Support	5	0	0	
N.	Expiring Tax Credits	5	0	0	
O.	Leverage	10	0	0	
P.	CHDO	5	0	0	
Q.	Commercial or Community Corridor	15	0	0	
<b>SUBTOTAL</b>		<b>192</b>	<b>0</b>	<b>0</b>	
IV.	Concentrated Area: Provides Preservation, Rehab, or Stabilization in Concentrated Area	10	0	0	
V.	Non-Concentrated Area: Provides New Construction or Positive Conversion in non-concentrated area	10	0	0	
<b>TOTAL WITH CONCENTRATED POINTS:</b>		<b>202</b>	<b>0</b>	<b>0</b>	86 Total Minimum Point Threshold
<b>TOTAL WITH NON-CONCENTRATED POINTS:</b>		<b>202</b>	<b>0</b>	<b>0</b>	86 Total Minimum Point Threshold

TABLE B: AHTF Underwriting Analysis For Scoring (RFP Attachment 9)					
Criteria No.	Underwriting Category & MHFA Workbook (new 402/HTC-1) Tab	AHTF Standard	Applicant's Proposed Scoring	CPED Scoring: In Compliance? (Y=1, N=0)	Scoring Explanation with Application Section References
1	Capacity of owner				
2	Prop. mgr. capacity & prop. mgt. plan quality				
3	Debt Coverage Ratio (Summary tab)	See Attachment 9			
4	Development fee (Summary tab)	See Attachment 9			
5	Income trend factor, Expense trend factor over 20 yr. cash flow (Summary tab)	Income = 2%, Expenses = 3%			
6	Compliance w/ HOME max. rents (Housing Income tab)	See Attachment 1			
7	Asset management fee and property management fee (Income & Expense tab)	Asset Mgt.: Min. \$5000 annually, up to \$25 /unit/mo.; Prop. Mgt. Up to \$60 /unit/mo.			
8	Operating expenses (Income & Expense tab)	See Attachment 9			
9	Replacement reserves, ongoing deposits (Income & Expense tab)	\$200-\$250 /unit/year (minimum)			
10	Vacancy (Summary tab)	7%			
11	Sources and Uses Analysis	See Attachment 9			
12	Market Assessment	See Attachment 9			
<b>CPED Underwriting Subtotal</b>			<b>0</b>	<b>0</b>	<b>12 possible points for A above</b>

\*Note: The AHTF Program RFP trumps and supercedes the data in this attachment in the event that any data is inconsistent between the two documents

### AFFORDABLE HOUSING TRUST FUND UNDERWRITING STANDARDS

Most of these underwriting standards are from the Interagency Stabilization Group's (ISG) Uniform Underwriting Standards. ISG was created in 1993 to encourage further coordination among affordable housing funders in Minnesota. Member agencies include MHFA, the Family Housing Fund, the Greater Minnesota Housing Fund, Hennepin County, Ramsey County, the City of St. Paul and the City of Minneapolis.

1. **Capacity of Owner:** Sufficient relevant experience and demonstrated, reliable financial and organization capacity to adequately execute its asset management responsibilities. This includes City review of audited and unaudited financial statements.
2. **Capacity of Property Manager and Quality of Property Management Plan:** Sufficient relevant experience and demonstrated, reliable financial and organizational capacity to adequately execute property management responsibilities. Property managers should have a track record with the type of housing being proposed and should be guided by a sufficiently detailed property management plan that contains property and tenant management policies and procedures including security measures to maintain a safe living environment.
3. **DCR:** Debt service coverage/expense coverage ratio:
  - A) 1.15 minimum for 10 years, 1.10 DCR for years 11-15.
  - B) 1.05 ECR minimum for 10 years, 1.02 for years 11-15.
4. **Developer Fee:** Defined in Part I, Section VIII N of the RFP.
5. **Income and expense trend factor over 20 year cash flow:** Expense inflator should be 1% higher than the revenue inflator.
6. **Maximum rents:** The project rents for restricted units should fall below the maximum rent allowed for the targeted income level to create a sufficient window of tenant eligibility and to create room for rent growth over time. The preferred, but not required, difference between project rents and the maximum rent allowed is at least 5%
7. **Management Fees**
  - A) **Asset Management Fee:** Up to \$25 per unit per month, minimum of \$5,000 annually. This fee should be the last operating expense paid after debt service.
  - B) **Property Management Fee:** Up to \$60 per unit per month based on size of development.
8. **Operating Expenses (including utilities and property insurance, but not real estate taxes):** Provide detailed explanations for each of the following line Operating Expense line items:
  - A) General Admin (including marketing and leasing).
  - B) Payroll 9 salaries, payroll taxes, fringe benefits)
  - C) Utilities
  - D) Maintenance and Repair (including turnover costs)

Please include three years of comparable property audits or previous operating expenses audits to support operating expense budgets.

**9. Replacement Reserves:** Initial deposit - A replacement reserves analysis will include an inventory of the existing components in the development, their costs, effective ages, and effective useful lives. Ongoing deposits - \$200 - \$250 per unit per year.

**10. Vacancy Rate:** 7% for residential / 20% for Commercial

**11. Sources and Uses Analysis:**

- A) Identify all sources (both private and public) of funds with dollar amounts and timing of availability of each source:
- i. Firm commitment letters with all terms and conditions for all mortgages, grants, bridge (interim) loans and investment tax credits (historical, low-income, if applicable);
  - ii. If the applicant is a partnership or limited liability corporation, a copy of the partnership agreement or operating agreement, which will indicate the cash contributions by the partner(s) or member(s); and
  - iii. If equity is committed by the developer or owner(s), evidence of available equity funds.
- B) Identify all uses of funds associated with the project:
- i. Acquisition documentation, such as purchase agreement, option or closing statement and appraisal or other documentation of value;
  - ii. Construction cost estimate, construction contract or preliminary bid(s);
  - iii. Contracts, quotes or other agreements substantiating key professional costs and the basis for estimating other soft costs and working capital items, including capitalized reserves;
  - iv. Agreements governing the various reserves which are capitalized at closing (to verify that the reserves cannot be withdrawn later as fees or distributions);
  - v. A third-party appraisal (to substantiate the value of the land and the value of the property after rehabilitation or the structure being built);
  - vi. IF LIHTC are utilized, documentation on the syndication costs (legal, accounting, tax opinion, etc.) from the organization/individual who will syndicate and sell the offering to ensure that the project can support the fees necessary to syndicate/fund the project.

**12. Market Assessment:** Defined in Part I, Section VIII of the RFP.

City of Minneapolis  
Department of Community Planning and Economic Development  
Attn: Carrie Flack  
105 5th Ave. S., Suite 200  
Minneapolis, MN 55401

Re:<ADD PROJECT NAME HERE> AHTF Application Recitals, Acknowledgement, and Consent

The undersigned, pursuant to representations made in that certain AHTF funding proposal submitted to the City of Minneapolis (the "Lender") on \_\_\_\_\_, 2016, by \_\_\_\_\_ (the "Borrower") for the project called \_\_\_\_\_ (the "Project") makes the following acknowledgements, certifications and/or commitments:

1. The undersigned is legally authorized to represent the Borrower or Borrowers with respect to all transactions pertaining to this proposal and all matters related to it;
2. Any and all action(s) by the undersigned is/are legally binding on the principal(s) and the Borrower or Borrowers being represented;
3. The Borrower or Borrowers identified below has/have complied, or will be able to comply, with all the requirements of the regulations which are a prerequisite with respect to participation in the program(s) selected, specifically, but not limited to the City's Contracting Requirements;
4. The Borrower or Borrowers has/have made a physical inspection of the property and, in his/her opinion, the site plan submitted conveys a concept which can be reasonably followed in practice;
5. The proposed construction will not violate recorded zoning ordinances or restrictions;
6. No information or data contained in the Project's AHTF funding proposal or in the exhibits or attachments submitted herewith, are in any way false or incorrect and that they are truly descriptive of the project or property which is intended as security for the proposed mortgage loan and/or is presented for consideration with respect to the request for approval of a CPED program;
7. The Borrower hereby consents to the release of its development proposal in response to the Affordable Housing Trust Fund Request for Proposals and waives any claims it may have under Minnesota Statutes Section 13.08 against the City of Minneapolis for making such information public, and the foregoing consent and waiver does not extend to financial statements submitted under separate cover marked "confidential" which may be public data, but will be treated consistently with Minnesota Statutes Section 13.591;

**RECITALS, ACKNOWLEDEMENT, AND CONSENT FORM**

8. If the City Council awards the above-referenced project monies from the Affordable Housing Trust Fund, quarterly project progress reports in the form of Attachment 7 will be submitted to the CPED Residential Finance project coordinator containing the following information:
  - a. Status of pending or contemplated funding proposals to other funders;
  - b. Meetings with each of the funders listed in the project funding sources and other possible funders;
  - c. Tax credit syndication and bond financing updates, if applicable
  - d. Planning, development review, heritage preservation, and land use proposal progress updates;
  - e. Market research, environmental assessment, and related due diligence efforts; and
  - f. Architectural plan status updates.
  
9. In the event that the Borrower requests to complete a cost reasonableness study in lieu of completing a competitive bidding process as further described in the Bidding Procedures included in Attachment 5, the Borrower hereby consents to the City hiring a consultant chosen by the City at the City's sole discretion to complete the cost reasonableness study at the Borrower's sole cost; and
  
10. The Undersigned assures and agrees that:
  - a. Pursuant to the regulations and the related requirements of CPED neither the Borrower or Borrowers identified below, nor anyone authorized to act on its/their behalf, will decline to sell, rent or otherwise make available any of the property or housing in the project, identified herein, to a prospective purchaser or tenant because of race, color, religion, sex or national origin;
  - b. The Borrower or Borrowers identified below will comply with Federal, State and Local laws and ordinances prohibiting discrimination;
  - c. Failure or refusal to comply with the requirements of either (a) or (b) shall constitute sufficient basis for the CPED Executive Director to reject requests for future business with the identified Borrower or Borrowers or to take any other action that may be appropriate; and
  - d. Misrepresentation or failure to execute this certification may be cause for denial or revocation of a CPED program commitment.

**BORROWER:**

**<INSERT BORROWER NAME HERE>**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## Government Data Practices Act Disclosure Statement

Print name(s) of Household Members signing this form:	

The HOME Participating Jurisdiction (PJ) that provided the HOME funding for the development of the property listed below is asking for this private information that relates to your application to occupy, or continue to occupy, a unit in the following property (“Property”).

Some of the information you are being asked to provide may be considered private or confidential under the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13. Section 13.04(2) of this law requires that you be notified of the matters included in this Disclosure Statement before you are asked to provide that information. The Owner of the Property may also ask you to supply information that relates to your application. The Owner’s request for information is not governed by the Minnesota Government Data Practices Act.

1. The Participating Jurisdiction (PJ) for the HOME Investment Partnership Program is asking for information necessary for the administration and management of a State or Federal program to provide housing for low and moderate income families. Some of the information may be used to establish your eligibility to initially occupy, or to continue to occupy, a unit in the Property and/or to receive either State or Federal rent assistance. Other information may be used to assist the PJ in the evaluation and management of some of the programs it operates.
2. As part of your application, you are asked to supply the information contained in each of the following attachments that are checked with an “X” (all checked boxes apply):

- |   |   |
|---|---|
| <input type="checkbox"/> Attachment 1 – Section 8, 236 and 202 Programs<br><input type="checkbox"/> Attachment 2 – Housing Tax Credit Program<br><input type="checkbox"/> Attachment 3 – ARM or LMIR First Mortgage | <input type="checkbox"/> Attachment 4 – Deferred Loan (other than MARIF)<br><input type="checkbox"/> Attachment 5 – MARIF<br><input type="checkbox"/> Attachment 6 – HOME |
|---|---|

Each Attachment has two parts: Part A and Part B

3. The information asked for under Part A of the checked attachment(s) may be used by the PJ to establish your eligibility to occupy a unit in the Property or to receive State or Federal rent assistance. If you refuse to supply any portion of the information asked for under Part A, you may not qualify for initial or continued occupancy of a unit in the Property or for receipt of State or Federal rent assistance.

4. The information asked for under Part B will help the PJ in the evaluation and management of some of the programs it operates and your supplying of this information will be helpful to the PJ. Failure to provide any of the information asked for under Part B will NOT affect whether or not you qualify for initial or continued occupancy of a unit in the Property or for State or Federal rent assistance.
5. The Owner may also ask for information to determine whether or not it will rent a unit in the Property to you. If you supply, or refuse to supply, any information requested by the Owner, it will NOT affect a decision by the PJ, but could affect the Owner's decision to rent a unit to you. The determination by the Owner is separate from the PJ's determination and the PJ does not participate, in any way, in the Owner's decision.
6. All of the information that you supply to the PJ will be accessible to staff of the PJ (and its agents) and may be made available to staff of the Office of the Minnesota Attorney General, the United States Department of Housing and Urban Development (HUD), the United States Internal Revenue Service (IRS) and other persons and/or governmental entities who have statutory authority to review the information, investigate specific conduct, and/or take appropriate legal action including but not limited to law enforcement agencies, courts and other regulatory agencies. The information may also be provided by the PJ to the Owner's management agents of the Property.
7. This Disclosure Statement remains in effect for as long as you occupy a unit in the Property and are a participant in the program(s) identified in #2 above.

I was (We were) supplied with a copy of and have read this Government Data Practices Act Disclosure Statement and the Attachments identified in #2 above.

Head of Household, Spouse, Co-Head and all household members age 18 or older must sign and date:

\_\_\_\_\_  
Applicant/Tenant signature

\_\_\_\_\_  
Date

## HOME Program

### Part A

1. Information regarding the household composition including the name(s) and age(s) of all members in the household.
2. Student status.
3. The amount and source of all earned and unearned income of all household members.
4. The type, value and income derived from all household assets.
5. The type, value and income derived from all household assets disposed of for less than fair market value within the past 2 years.
6. Current and/or previous housing history (for program eligibility, if applicable).

### Part B

1. Race
2. Ethnicity
3. Gender of head of household
4. Receipt of Public Assistance and Type of Assistance (i.e. Rural Development, Section 8, etc)
5. Homeless Household
6. Disabled Status
7. Household Type (i.e., single, elderly, etc., and related single parent)

### FY 2015 HOME Per-Unit Subsidy Limits

For all of Minnesota the High Cost Percentage is 270%. However, per HOME notice CPD-15-003, only up to 240% is permitted.

Bedrooms	Section 234 Basic (Elevator-type) Limit	HCP	HOME Maximum Per-Unit Subsidy Limit
0 BR	\$58,378	240%	\$140,107.20
1 BR	\$66,923	240%	\$160,615.20
2 BR	\$81,377	240%	\$195,304.80
3 BR	\$105,276	240%	\$252,662.40
4+ BR	\$115,560	240%	\$277,344.00

## CHDO CHECKLIST

*The information contained in this checklist refers to the definition of Community Housing Development Organization (CHDO) in Subpart A, Section 92.2 of the HOME Final Rule. This checklist should be used as a tool to educate participating jurisdictions about the documents they must receive from a nonprofit before it may be certified as a CHDO.*

### I. LEGAL STATUS

- A. The nonprofit organization is organized under State or local laws, as evidenced by:

**A Charter, OR**  
 **Articles of Incorporation.**

- B. No part of its net earnings inure to the benefit of any member, founder, contributor, or individual, as evidenced by:

**A Charter, OR**  
 **Articles of Incorporation.**

- C. Has a tax exemption ruling from the Internal Revenue Service (IRS) under Section 501(c) of the Internal Revenue Code of 1986, as evidenced by:

**A 501(c) Certificate from the IRS.**

- D. Has among its purposes the provision of decent housing that is affordable to low and moderate-income people, as evidenced by a statement in the organization's:

**Charter,**  
 **Articles of Incorporation,**  
 **By-laws, OR**  
 **Resolutions.**  
 **A HUD approved audit summary**

### II. CAPACITY

- A. Conforms to the financial accountability standards of Attachment F of OMB Circular A-110, "Standards for Financial Management Systems," as evidenced by:

**A notarized statement by the president or chief financial officer of the organization;**  
 **A certification from a Certified Public Accountant; OR**  
 **A HUD approved audit summary.**

- B. Has a demonstrated capacity for carrying out activities assisted with HOME funds,

as evidenced by:

**\_\_\_\_\_ Resumes and/or statements that describe the experience of key staff members who have successfully completed projects similar to those to be assisted with HOME funds, OR**

**\_\_\_\_\_ Contract(s) with consulting firms or individuals who have housing experience similar to projects to be assisted with HOME funds to train appropriate key staff of the organization.**

C. Has a history of serving the community where housing to be assisted with HOME funds will be used, as evidenced by:

**\_\_\_\_\_ Statement that documents at least one year of experience in serving the community, OR**

**\_\_\_\_\_ For newly created organizations formed by local churches, service, or community organizations, a statement that documents that its parent organization has at least one year of experience in serving the community.**

**NOTE:** The CHDO or its parent organization must be able to show one year of serving the community from the date the participating jurisdiction provides HOME funds to the organization. In the statement, the organization must describe its history (or its parent organization's history) of serving the community by describing activities which it provided (or its parent organization provided), such as developing new housing, rehabilitating existing stock, and managing housing stock, or delivering non-housing services that have had lasting benefits for the community, such as counseling, food relief, or childcare facilities. The statement must be signed by the president of the organization or by a HUD-approved representative.

### **III. ORGANIZATIONAL STRUCTURE**

A. Maintains at least one-third of its governing board's membership for residents of low income neighborhoods, other low-income community residents, or elected representatives of low-income neighborhood organizations, as evidenced by the organization's:

**\_\_\_\_\_ By-Laws,  
\_\_\_\_\_ Charter, OR  
\_\_\_\_\_ Articles of Incorporation.**

Under the HOME Program, for urban areas, the term "community" is defined as one or several neighborhoods, a city, county, or metropolitan area. For rural areas, "community" is defined as one or several neighborhoods, a town, village, county, or multi-county area (but not the whole state).

B. Provides a formal process for low-income, program beneficiaries to advise the organization in all of its decisions regarding the design, siting, development, and management of all HOME-assisted affordable housing projects, as evidenced by:

\_\_\_\_\_ **The organization's By-laws,  
Resolutions, OR  
A written statement of operating procedures approved by the governing body.**

C. A CHDO may be chartered by a State or local government, however, the State or local government may not appoint: (1) more than one-third of the membership of the organization's governing body; (2) the board members appointed by the State or local government may not, in turn, appoint the remaining two-thirds of the board members; and (3) no more than one-third of the governing board members are public officials, as evidenced by the organization's:

\_\_\_\_\_ **By-Laws,  
Charter, OR  
Articles of Incorporation.**

D. If the CHDO is sponsored or created by a for-profit entity, the for-profit entity may not appoint more than one-third of the membership of the CHDO's governing body and the board members appointed by the for-profit entity may not, in turn, appoint the remaining two-thirds of the board members, as evidenced by the CHDO's:

\_\_\_\_\_ **By-Laws,  
Charter, OR  
Articles of Incorporation.**

#### **IV. RELATIONSHIP WITH FOR-PROFIT ENTITIES**

A. CHDO is not controlled, nor receives directions from individuals or entities seeking profit from the organization, as evidenced by:

\_\_\_\_\_ **The organization's By-laws, OR  
A Memorandum of Understanding (MOU).**

B. A CHDO may be sponsored or created by a for-profit entity, however:  
(1) The for-profit entity's primary purpose does not include the development or management of housing, as evidenced by:

\_\_\_\_\_ **The for-profit organization's By-laws**

**AND;**

(2) The CHDO is free to contract for goods and services from vendor(s) of its own

choosing, as evidenced by the CHDO's:

\_\_\_\_\_ **By-Laws,**  
 \_\_\_\_\_ **Charter, OR**  
 \_\_\_\_\_ **Articles of Incorporation.**

## **EXCERPTS FROM AN IRS LETTER**

*A sample of typical requests from the IRS to organizations seeking 501(c)(3) status is provided below. Although all situations are unique, this sample can help an organization more effectively plan and prepare for the process. For additional information, contact your local IRS office.*

(1) Submit a detailed description of all the activities of the organization -- past, present, and planned -- showing how you operate or will operate to achieve your purposes. Each activity should be separately described and the description should include as a minimum, the following:

- (a) Its purpose and nature.
- (b) Frequency and duration.
- (c) How, when, where, and by whom it was, is, or will be conducted.
- (d) The requirements a person or organization must meet in order to participate in or receive benefit from the activity.
- (e) The amounts of any charges or fees and the basis for them.
- (f) What the activity has accomplished or will accomplish.
- (g) State what percentage of the total time and effort of the organization is devoted to carrying out each activity.

(2) If the organization pays, has paid, or will pay compensation to or on behalf of persons who are officers, directors, or trustees or members of their families, or any other compensation, submit the following:

- (a) The name and title or relationship of such person to whom payment has been, is being, or will be paid.
- (b) The nature and/or purpose of payments (i.e., salary, wage, housing allotment, car allowance, etc.) and the amount of payment made or to be made on behalf of such person. If payments are to be made in more than one category, state each separately.
- (c) A detailed description of the positions filled by and the duties and services for which compensation will be paid.
- (d) The amount of time each person devotes to the position (if prospective, how the payment will be affected by an upward or downward adjustment in time based on need of the organization).
- (e) The qualifications (training, background, experience) of such person for the position, duties, and services.
- (f) If any such person is employed outside the organization, the hours per week and weeks per year devoted to such outside employment.
- (g) Who determines compensation to be paid? What criteria is used to determine compensation?
- (h) How do you or will you insure that all compensation paid is "reasonable" and in return for service rendered?
- (i) Does the organization pay or plan to pay any of the personal living expenses of employees, directors, officers, founders, members, etc.? If so, explain in

detail. Be specific.

(3) Submit copies of any brochures, pamphlets, newsletters, advertisements, or other literature regarding your organization.

(4) Providing housing for individuals who earn a certain percentage of an area's median income is not sufficient to establish that you are operated exclusively for charitable purposes, a prerequisite for exemption under Section 501(c)(3). Basing a determination of exempt status on a strict percentage test is generally not sufficient to confer tax-exempt status under Section 501(c)(3).

If it appears that the organization may be engaged in assisting the poor and distressed, the organization must be able to show how it qualifies under 501(c)(3). If you claim to be eliminating prejudice and discrimination, submit descriptions of the existing prejudicial and discriminatory conditions that exist in the areas you are targeting for assistance and an explanation of how your activities will seek to alleviate such conditions. Be specific in your descriptions. Describe any educational or other programs you will provide to eliminate prejudice and/or discrimination.

(5) If you claim to combat community deterioration, submit descriptions of the areas you will be targeting for relief. Provide evidence of the deterioration of the community. State whether any of the areas you will be targeting for assistance have been recognized as depressed by a governmental agency.

(a) Submit a copy of such determination as to the condition of the area served.

(b) Submit a description from the authorizing agency as to how that agency defines "blight."

(6) State whether any of your housing recipients will earn more than 80% of the area's median income.

(7) Why do you include moderate income families in your housing activities? How will this serve a charitable purpose? Discuss in detail.

(8) Have you been issued an employer identification number? If so, please let us know the number that has been assigned to you.

(9) Please submit any additional information you feel will help us better understand your organization.

## **Temporary Relocation Rental Rehab Programs Temporary Relocation Plan Outline Voluntary Permanent Displacement**

1. Required Notices
  - A. General Information Notices (GIN notice)

The GIN notice is to be delivered to all adult residents notifying them of the pending project. The Dept. of HUD requires such notices be given at the time that there is an “application” for funding made to HUD. (Note, not receipt of funds)

    - i. Guideform Notices

The Dept. of HUD Handbook 1378 has two Guideform Notices to serve as the basis of a GIN notice. You will need to revise and personalize the notice to fit the specifics of your project.

Please see:
    - ii. Appendix 2, Guideform General Information Notice Residential Tenant Not Displaced (for tenants remaining in occupancy)

- OR -

  - iii. Appendix 3, Guideform General Information Notice Residential Tenant To Be Displaced (for tenants permanently displaced)
- B. Notice of Nondisplacement

See HUD Handbook 1378, Appendix 4, Guideform Notice of Nondisplacement to Residential Tenants. This notice is to be given after incomes have been certified and determination of eligibility for continued occupancy is made.
- C. Manner of Notice Delivery

All notices must be sent by certified, return receipt mail addressed to all adult occupants or delivered in person. Such notices must be accompanied by a signed receipt by all adults in occupancy.

## Sample Temporary Relocation Outline

The intent of a temporary relocation plan is to demonstrate the displacing party's understanding and commitment for reasonable accommodation for residents while the subject building and unit are undergoing rehabilitation. A detailed budget is necessary to demonstrate adequate financing to accomplish reasonable accommodations for all residents whether temporarily displaced out of the unit or remaining in place.

1. Introduction
  - Building name, units, type occupancy, location,
  - Source of funding triggering relocation responsibilities
  
2. Rehabilitation Project Description
  - Describe extent and magnitude of rehab activities impact on availability of building basics by unit:
    - Sewer interruption schedule
    - Water interruption schedule
    - Use of Kitchen
    - Use of bathroom
    - Use of bedroom(s)
    - Access to unit
    - Elevator
    - Lead or asbestos abatement
    - ADA unit conversions
    - Other \_\_\_\_\_

This section addresses the contractor's need for access to the specific apartment units; in terms of duration and condition of unit during the contractor's occupancy.

3. Building Resident Demographics
  - Resident profile of those being impacted
    - Health issues:
      - ❖ Sleep accommodations during the day
      - ❖ Medication Access
      - ❖ Privacy
      - ❖ Handicap
      - ❖ Personal aide/case worker
    - Seniors
    - Children (ages & family size)
    - Employment – sleep during the day
    - Section 8 Residents
    - Hennepin County GAF Residents
    - Language barriers – need for interpreters – children not acceptable. See HUD Change 11, 9-01-11\*

This section addresses the individual tenant’s ability to remain in the unit during the day while construction is underway and how the unit is left in the evening.

4. Personal Property

- Remain in unit or removed – by whom, where?
- Move about unit – by whom?
- Resident’s responsibilities

5. Reasonable Accommodation Plan

- In-Unit Rehab
  - When acceptable to remain in unit
  - Duration of contractor’s work in unit
  - Number of extended revisits by contractor
  - Condition of unit each evening
  - Length of work day
  - Beginning and end daily times
  - Accommodations in building to minimize upset – meal options, day rooms, child safety

This section describes the building managers plan to accommodate the residents who remain in occupancy during the day.

- Out of Unit Temporary Relocation
  - When implementing
  - Alternate housing options – how paid to vacate
  - Notice provisions
  - Notice/Contact to return

This section describes the process to remove a resident temporarily, because it has been determined that they cannot reasonably remain in the unit while rehabilitation is in process.

6. Project Implementation

- Who will be responsible for:
  - Determining resident needs, providing alternate moving options, required notices, claim payment and file maintenance
  - Communication plan – Notices, schedules

7. Temporary Relocation Budget

- Out of unit options \_\_\_\_\_
  - ❖ Vacant units
  - ❖ Motels
  - ❖ Apartments
  - ❖ Friend/family
  - ❖ Other
- Meals \_\_\_\_\_
- Transportation \_\_\_\_\_

- Personal Property Moves \_\_\_\_\_
- Staff/Consulting \_\_\_\_\_
- Other \_\_\_\_\_
- Total Temporary Relo Budget \_\_\_\_\_

The relocation plan level of detail will vary with size and magnitude of the project and specific resident needs. The above represents a brief overview of matters that may be relevant for your project.

**\*HUD Chg 11 9-01-11 TO BE INCLUDED IN ALL RELOCATION LETTERS**

“In order to help you fully participate in the relocation process, reasonable accommodations will be made for persons with disabilities and language assistance will be made available for persons with limited English proficiency. Please let our representative know if you need auxiliary aides, written translation, oral interpretation, or other assistance in order to fully participate in the relocation process.”

**RELOCATION ASSISTANCE  
TO TENANTS DISPLACED  
FROM THEIR HOMES**

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

www.hud.gov/relocation

**Introduction**

This booklet describes the relocation payments and other relocation assistance provided under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) to tenants displaced from their homes. This includes any family or individual that must move as a direct result of rehabilitation, demolition or acquisition for a project in which Federal funds are used.

If you are notified that you will be displaced, it is important that you **do not move** before you learn what you must do to receive the relocation payments and other assistance to which you are entitled.

***Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.***

This booklet may not answer all of your questions. If you have more questions about your relocation, contact the Agency responsible for the project. (Check the back of this booklet for the name of the person to contact at the Agency.) Ask your questions before you move. Afterwards, it may be too late.

**Summary of Relocation Assistance**

As an eligible tenant displaced from your home, you will be offered the following advisory and financial assistance:

- **Advisory Services.** This includes referrals to comparable and suitable replacement homes, the inspection of replacement housing to ensure that it meets established standards, help in preparing claim forms for relocation payments and other assistance to minimize the impact of the move.
- **Payment for Moving Expenses.** You may choose either a:
  - \* **Payment for Your Actual Reasonable Moving and Related Expenses,** or
  - \* **Fixed Moving Expense and Dislocation Allowance,** or
  - \* **A combination of both, based on circumstances.**
- **Replacement Housing Assistance.** To enable you to rent, or if you prefer, buy a comparable or suitable replacement home, you may choose either:

- \* **Rental Assistance**, or
- \* **Purchase Assistance**.

If you disagree with the Agency's decision as to the relocation assistance for which you are eligible, you may appeal that decision.

## **General Questions**

### **How Will I Know I Am Eligible For Relocation Assistance?**

You should receive a written notice explaining your eligibility for relocation assistance. You should not move before receiving that notice. If you do, you may not receive relocation assistance.

### **How Will The Agency Know How Much Help I Need?**

You will be contacted at an early date and personally interviewed by a representative of the Agency to determine your relocation needs and preferences for replacement housing and advisory services. The interviewer will ask certain questions about you and other members of your household, including questions about your income. It is to your advantage to provide the information so that the Agency can assist you in moving with a minimum of hardship. The information you give will be kept in confidence.

### **How Soon Will I Have To Move?**

If possible, a mutually agreeable date for the move will be worked out. You will be given enough time to make plans for moving. Unless there is a health or safety emergency, you will not be required to move without at least 90 days advance written notice of (1) at least one "comparable replacement home" that is available to you and (2) the earliest date by which you must move.

### **What Is A Comparable Replacement Home?**

A comparable replacement home is:

- Decent, safe, and sanitary.
- Functionally equivalent to (and equal or better than) your present home.
- Actually available for you to rent.
- Affordable.
- Reasonably accessible to your place of employment.
- Generally as well located with respect to public and commercial facilities, such as schools and shopping, as your present home.
- Not subject to unreasonable adverse environmental conditions.
- Available to all persons regardless of race, color, religion, sex, or national origin.

## **What is Decent, Safe, and Sanitary Housing?**

Decent, safe, and sanitary housing is housing that:

- Meets applicable housing and occupancy requirements.
- Is structurally sound, weathertight, and in good repair.
- Contains a safe, adequate electrical wiring system.
- Has adequate living space for the occupants.
- Has a kitchen with a sink, hot and cold running water, and connections for a stove and refrigerator (if you were displaced from a housekeeping unit).
- Has a separate, complete bathroom with hot and cold running water.
- Has heating as required by climatic conditions.
- Has an unobstructed exit to safe, open space at ground level.
- Meets standards protecting occupants from lead-based paint hazards.
- If you are person with a physical disability, is free of any barriers which would preclude your reasonable use of the unit.

## **Will The Agency Help Me Find A Replacement Home?**

Yes. You will be provided with referrals to housing that has been inspected to ensure that it meets established standards. If possible, you will be referred to at least three comparable replacement homes. The maximum financial assistance for which you may qualify will be based on the cost of the most representative comparable replacement home that is available to you. Promptly after you become eligible for relocation assistance, the Agency will inform you of such unit and the maximum payment available.

Once the Agency representative has a clear understanding of your needs and preferences, he or she will work with you to assure that you are given the best possible choice of housing. The Agency will offer you appropriate transportation to inspect these units.

If you would like to move to government-owned housing or obtain a Housing Choice Voucher (HCV) let the Agency representative know of your interest. Generally, an eligible displaced person receives preference for such long term housing assistance. You will be given assistance in completing any required application forms.

## **What If I Find My Own Replacement Housing?**

You have every right to find your own replacement housing. However, before you rent or buy, ask the Agency to inspect the unit to make sure that it is decent, safe, and sanitary. If the housing unit is not decent, safe, and sanitary, you will not receive a replacement housing payment.

## **What If I Encounter A Problem In Obtaining Housing Of My Choice?**

If you encounter a problem in buying or renting housing of your choice, notify the Agency immediately. The Agency will look into the matter and try to resolve it. You will receive this help whether you were referred to the housing unit or found it yourself.

If you are unable to buy or rent a housing unit because of discriminatory practices on the part of a real estate broker, rental agent, lender, or a property owner, the Agency will help you file a formal housing discrimination complaint with the U.S. Department of Housing and Urban Development or the appropriate State or local fair housing agency.

### **What Other Services Will I Receive?**

In addition to help in obtaining a comparable replacement home, other assistance, as necessary, will be provided in order to minimize the impact of your move. This assistance may include referral to appropriate public and private agencies that provide services concerning housing financing, employment, health, welfare, or legal assistance. The range of services depends on the needs of the person being displaced. You should ask the Agency representative to tell you about the specific services that will be available to help you and your family.

### **What Is a Payment For Actual Reasonable Moving and Related Expenses?**

You may choose to receive a relocation payment to cover the reasonable cost of your move. If you choose a Payment For Actual Reasonable Moving And Related Expenses, you may include in your claim the reasonable and necessary costs for:

- Transportation for you and your family.
- Packing, moving and unpacking your household goods.
- Disconnecting and reconnecting household appliances and other personal property (e.g., telephone and cable TV).
- Storage of household goods, as may be necessary.
- Insurance for the replacement value of your property during the move and necessary storage.
- The replacement value of property lost, stolen or damaged in the move (but not through your neglect) if insurance is not reasonably available.

The Agency will explain all eligible moving costs, as well as those which are not eligible. You must be able to account for any costs that you incur, so keep all your receipts. Select your mover with care. The Agency can help you select a reliable and reputable mover.

You may elect to pay your moving costs yourself and be repaid by the Agency or, if you prefer, you may have the Agency pay the mover. In either case, let the Agency know before you move.

### **What Is A Fixed Moving Expense And Dislocation Allowance?**

If you choose a Fixed Moving Expense and Dislocation Allowance, you will receive an

allowance which is based on the number of rooms in your home or the number of rooms of furniture you will be moving, as shown on a schedule. The Agency has a copy of the schedule and will help you decide whether choosing this allowance is in your best interest.

If you do not have a large amount of personal property to move, this payment should be more advantageous. No special documentation is required to support your claim. You need only move your personal property and complete the appropriate claim form in order to receive your payment.

### **How Much Rental Assistance Will I Receive?**

You may be eligible to receive Rental Assistance for a 42-month period. The assistance is computed in the following manner:

The assistance needed for one month is determined by subtracting the "base monthly rent" for your present home from the cost of rent and utilities for your new home (or a comparable replacement home, if that cost is lower). That monthly need, if any, is multiplied by 42, to determine the total amount that you will receive. This amount will be paid directly to you. The Agency must provide the assistance in monthly installments or other periodic payments. Generally, the base monthly rent for your present home is the lesser of: (1) the monthly rent and average monthly cost for utilities, or (2) thirty (30) percent of your average monthly gross household income, if you are low-income based on HUD income limits.

**Examples:** Let's say that the monthly rent and average cost for utilities for your present home are \$250; the monthly rent and estimated average utility costs for a comparable replacement home are \$350; and your monthly gross income is \$700. In this case your "base monthly rent" would be \$210 because you are low-income and that amount (30 percent of your income) is less than the monthly cost of rent and utilities at your present home (\$250).

- If you rent a replacement home for \$360 per month, including estimated average monthly utility charges, you will receive \$5,880. That amount is 42 times \$140 (the difference between the "base monthly rent" for your present home (\$210) and the cost for a comparable replacement home (\$350)).
- If you rent a replacement home for \$310, including estimated average monthly utility charges, you will receive \$4,200. That amount is 42 times \$100 (the difference between the "base monthly rent" for your present home (\$210) and the actual cost of your new home (\$310)).

To qualify for rental assistance, you must rent and occupy a decent, safe, and sanitary home within one year after the date you move. However, the Agency will extend this period for good cause.

### **If I Decide to Buy, Rather Than Rent, How Much Assistance Will I Receive?**

If you buy a replacement home, you may be eligible for assistance to make a down payment equal to the amount you would receive if you rented a comparable replacement home (i.e., 42 times the amount obtained by subtracting the "base monthly rent" for your present home from the monthly rent and estimated average monthly utility costs for a comparable replacement home). A down payment assistance payment will be paid in a lump sum.

**Example:** Assuming the information in the prior examples, the downpayment assistance payment would be \$5,880. That amount is 42 times \$140 (the difference between the "base monthly rent" for your present home (\$210) and the monthly rent and estimated average monthly utilities cost for a comparable replacement home (\$350). The full amount of the payment must be applied to the purchase of the replacement dwelling.

### **Must I File A Claim To Obtain A Relocation Payment?**

Yes. You must file a claim for each relocation payment. The Agency will, however, provide you with the required claim form, help you to complete it, and explain the type of documentation, if any, that you must submit in order to receive the payment.

If you must pay any relocation expenses before you move (e.g., a security deposit when you sign a lease for your new home), discuss your financial needs with the Agency. While refundable deposits are not covered by URA payments, you may be able to obtain an advance payment to meet these costs. An advance payment may be placed in "escrow" or paid directly to a contractor to ensure that the move will be completed on a timely basis.

You must file your claim within 18 months after the date you move. However, it is to your advantage to file as soon as possible after you move. The sooner you submit your claim, the sooner it can be processed and paid. If you are unable to file your claim within 18 months, ask the Agency to extend this period.

Be careful not to confuse this 18-month period with the 12-month period within which you must rent (or buy) and occupy a replacement dwelling in order to be eligible for a replacement housing payment.

You will be paid promptly after you file an acceptable claim. If there is any question regarding your right to a relocation payment or the amount of the payment, you will be notified, in writing, of the problem and the action you may take to resolve the matter.

### **Will I Have To Pay Rent To The Agency Before I Move?**

If the Agency acquires the property in which you live, you may be required to pay a fair rent to the Agency for the period between the acquisition of the property and the date that you move. Such rent will not exceed the market rent for comparable properties in the area.

### **Do I Have To Pay Federal Income Taxes On My Relocation Payments?**

No. Section 216 of the URA states that you need not report relocation payments as part of your gross income for Federal tax purposes. For information on State or local income taxes,

you should check with the State or local income tax office in your area or with your personal tax advisor.

### **What If I Don't Receive The Required Assistance. Can I Appeal?**

If you disagree with the Agency's decision as to your right to relocation assistance or the amount of a payment, or the adequacy of the housing to which you have been referred, you may appeal the decision to the Agency.

The Agency will inform you of its appeal procedures. At a minimum, you will have 60 days to file your appeal with the Agency after you receive written notification of the Agency's determination on your claim. Your appeal must be in writing. However, if you need help, the Agency will assist you in preparing your appeal.

If you are a low- or moderate-income person and are dissatisfied with the Agency's determination on your appeal, you may have an additional right to request administrative review of that decision (e.g., by HUD or the State).

You can expect a fair decision on any appeal. However, if you are not satisfied with the final administrative decision on your appeal, you may seek review of the matter by the courts.

### **I Have More Questions. Who Will Answer Them?**

If you have further questions after reading this booklet, contact the Agency and discuss your concerns with an Agency representative.

**Dan Wilson  
Wilson Development Services, LLC  
510 North Chestnut Street, Suite 200  
Chaska, MN 55318  
952-448-4630**

# Claim for Temporary Relocation Expenses (Residential Moves)

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

OMB Approval No. 2506-0016  
(exp. 10/31/2011)

## (Appendix A, 49 CFR 24.2(a)(9)(ii)(D))

See page 3 for Public Reporting Burden and Privacy Act Statements before completing this form

<b>For Agency Use Only</b>		Name of Agency		Project Name or Number		Case Number	
<p><b>Instructions:</b> This claim form is for the use of families and individuals applying for reimbursement of temporary relocation expenses. The Agency will assist you in completing the form. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal that determination. The Agency will explain how to make an appeal. The Department of Housing and Urban Development provides information on these requirements and other guidance materials on its website at <a href="http://www.hud.gov/relocation">www.hud.gov/relocation</a>.</p>							
1a. Your Name(s) (You are the Claimant(s)) and Present Mailing Address						1b. Telephone Number(s)	
2a. Have all members of the household moved to the same dwelling? <input type="checkbox"/> Yes <input type="checkbox"/> No (If "No," list the names of all members and the addresses to which they moved in the Remarks Section.)				2b. Do you (or will you) receive a Federal, State, or local housing program subsidy at the dwelling you moved to? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Dwelling		Address		When Did You Rent This Unit?	When Did You Move to This Unit?	When Did You Move Out of This Unit?	
3. Unit That You Moved From							
4. Unit That You Moved To							
5. Unit That You Returned To							
<p><b>6. CERTIFICATION OF LEGAL RESIDENCY IN THE UNITED STATES</b> (Please read instructions below before completing this section.)  <b>Instructions:</b> To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, you must be a United States citizen or national, or an alien lawfully present in the United States. <b>The certification below must be completed in order to receive any relocation assistance.</b> (This certification may not have any standing with regard to applicable State laws providing relocation assistance.) <b>Your signature on this claim form constitutes certification.</b> See 49 CFR 24.208(g) and (h) for hardship exceptions.</p> <p>Please address only the category (individual or family) that describes your occupancy status. For Line (2), please fill in the correct number of persons.</p> <p><b>RESIDENTIAL HOUSEHOLDS</b></p> <p>(1) Individual. I certify that I am: (check one)  <input type="checkbox"/> a citizen or national of the United States  <input type="checkbox"/> an alien lawfully present in the United States</p> <p>(2) Family. I certify that there are _____ persons in my household and that _____ are citizens or nationals of the United States and _____ are aliens lawfully present in the United States.</p>							
<p><b>7. DETERMINATION OF MOVING EXPENSES – MOVE TO TEMPORARY UNIT</b>  <b>Instructions:</b> You may be eligible for reimbursement of actual and reasonable moving costs and related expenses in connection with your move to a temporary housing unit. The computation table below provides you with the ability to compute your payment.</p>							
<b>Move to Temporary Unit</b>				(1) Commercial Move (Actual Costs)		(2) Self Move (Actual Costs) (Not to exceed cost paid by a commercial mover)	
				Claimant	Agency Use	Claimant	Agency Use
(a) Moving Cost Expenses (49 CFR 24.301(g)(1-7)); see page 3 (Do not include storage costs listed separately below.)				\$	\$	\$	\$
(b) Storage cost (not to exceed 12 months)				\$	\$	\$	\$
(c) Telephone re-connection				\$	\$	\$	\$
(d) Cable/Internet re-connection				\$	\$	\$	\$
(e) Other (Explain in Remarks Section)				\$	\$	\$	\$
(f) Total (Lines 7(a) – 7(e))				\$	\$	\$	\$
(g) Amount Previously Received, if any				\$	\$	\$	\$
(h) Amount Requested (Subtract Line 7(g) from Line 7(f))				\$	\$	\$	\$
(i) Total Amount Approved by Agency (for move to temporary unit)				\$	\$	\$	\$
<b>TO BE COMPLETED BY AGENCY</b>							
<b>SUMMARY FOR MOVE TO TEMPORARY HOUSING UNIT</b>							
<b>Line No.:</b>	<b>Amount Claimed:</b>	<b>Amount Recommended:</b>	<b>Date Paid:</b>	<b>Payable To:</b>			
(j) Line 7(i), Column (1)	\$	\$					
(k) Line 7(i), Column (2)	\$	\$					
<b>(l) Total:</b>	\$	\$					
<b>Payment Action</b>	<b>Amount of Payment</b>	<b>Signature</b>	<b>Name (Type or Print)</b>	<b>Date (mm/dd/yyyy)</b>			
(m) <b>RECOMMENDED</b>	\$						
(n) <b>APPROVED</b>	\$						
Remarks (Attach additional sheets, if necessary)							

**8. DETERMINATION OF MOVING EXPENSES – MOVE TO PERMANENT UNIT**

**Instructions:** You may be eligible for reimbursement of actual and reasonable moving costs and related expenses in connection with your move to a permanent housing unit. The computation table below provides you with the ability to compute your payment.

Move to Permanent Unit	(1) Commercial Move (Actual Costs)		(2) Self Move (Actual Costs) (Not to exceed cost paid by a commercial mover)	
	Claimant	Agency Use	Claimant	Agency Use
(a) Moving Cost Expenses (49 CFR 24.301(g)(1-7)); see page 3	\$	\$	\$	\$
(b) Telephone re-connection	\$	\$	\$	\$
(c) Cable/Internet re-connection	\$	\$	\$	\$
(d) Other (Explain in Remarks Section)	\$	\$	\$	\$
(e) Total (Lines 8(a) – 8(d))	\$	\$	\$	\$
(f) Amount Previously Received, if any	\$	\$	\$	\$
(g) Amount Requested (Subtract Line 8(f) from Line 8(e))	\$	\$	\$	\$
(h) Total Amount Approved by Agency (for move to permanent unit)		\$		\$

**TO BE COMPLETED BY AGENCY**

SUMMARY FOR MOVE TO PERMANENT UNIT				
Line No.:	Amount Claimed:	Amount Recommended:	Date Paid:	Payable To:
(i) Line 8(h), Column (1)	\$	\$		
(j) Line 8(h), Column (2)	\$	\$		
(k) Total:	\$	\$		
Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date (mm/dd/yyyy)
(l) RECOMMENDED	\$	\$		
(m) APPROVED	\$	\$		

Remarks (Attach additional sheets, if necessary)

**9. MONTHLY OUT-OF-POCKET COSTS FOR TEMPORARY RELOCATION**

Costs listed on this form are for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_ TOTAL # OF MONTHS: \_\_\_\_\_  
(Month/Day) (Year) (Month/Day) (Year)

**DETERMINATION OF RENT AND AVERAGE MONTHLY UTILITY COSTS**

**Instructions:** To compute the payment, entries on Line 9(i) must reflect all utility services. Therefore, identify on Lines 9(b) through 9(f) each utility necessary to provide electricity, gas, other heating/cooking fuels, water and sewer. In those cases where the utility service is covered by the monthly rent, enter "IMR" (In Monthly Rent). If a monthly housing program subsidy (e.g., Housing Choice Voucher/Section 8, other) has been provided, enter the applicable amount on Line 9(h).

Monthly Temporary Relocation Cost (For temporary relocation that lasts more than one month, either complete a Continuation Form for each additional month of temporary relocation or enter total claimed on Line 9(p) and explain under "Remarks.")	Unit You Moved From		Unit You Moved To		Increase In Monthly Cost	Amount Approved
	(1) Claimant	(2) For Agency Use Only	(3) Claimant	(4) For Agency Use Only	(5) For Agency Use Only	(6) To Be Provided by Agency
(a) Rent (The monthly rental amount due under the terms and conditions of occupancy). Check appropriate box: <input type="checkbox"/> All utilities included <input type="checkbox"/> Utilities not included (list on Line 9(b) to 9(f) below)	\$	\$	\$	\$	\$	\$
(b) Electricity	\$	\$	\$	\$	\$	\$
(c) Gas	\$	\$	\$	\$	\$	\$
(d) Water/sewer	\$	\$	\$	\$	\$	\$
(e) Sanitation	\$	\$	\$	\$	\$	\$
(f) Other	\$	\$	\$	\$	\$	\$
(g) Gross Monthly Rent and Utility Costs (add Lines 9(a) through 9(f))	\$	\$	\$	\$	\$	\$
(h) Monthly Housing Subsidy, if applicable (e.g., Housing Choice Voucher/Section 8, other)	\$	\$	\$	\$	\$	\$
(i) Net Monthly Rent and Utility Costs for Month of _____ (subtract Line 9(h) from Line 9(g) above)	\$	\$	\$	\$	\$	\$

**OTHER REASONABLE OUT-OF-POCKET EXPENSES**

**Instructions:** You may be eligible for other reasonable out-of-pocket expenses as approved by the agency in connection with your temporary move.

Monthly Cost For Month of: _____ (Month) _____ (Year)	(1) Claimant	(2) Agency Use
(j) Per Diem for unit without cooking facilities: \$ _____ per adult x _____ days in this month period \$ _____ per child under age 12 x _____ days in this month period Other (e.g., increased transportation costs, boarding for pets, parking). Itemize.	\$	\$
(k)	\$	\$
(l)	\$	\$
(m)	\$	\$

(n) Total (add lines 9(i) through 9(m))	\$	\$
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TO BE COMPLETED BY AGENCY				
SUMMARY OF MONTHLY OUT-OF-POCKET COSTS FOR TEMPORARY RELOCATION				
Line No.:	Amount Claimed:	Amount Recommended:		
(o) Add Lines 9(i) Column 6 and Line 9(n) Column 2	\$	\$		
(p) Multiply Line 9(o) by number of months of temporary relocation (# of months: _____) or enter total amount from all Continuation Sheets, Lines 10(i) Column 6 and 10(n) Column 2	\$	\$		
Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date (mm/dd/yyyy)
(r) RECOMMENDED	\$			
(s) APPROVED	\$			
Remarks (Attach additional sheets, if necessary)				

**CERTIFICATION BY CLAIMANT(S):** I certify that this claim and supporting information are true and complete and that I have not been paid for these expenses by any other source. I ask that the amounts on Line 7(n), Line 8(m) and Line 9(r), be paid to:  me  the contractor(s) (as specified in the Remarks Section).  
 Signature(s) of Claimant(s): \_\_\_\_\_ Date: \_\_\_\_\_  
**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

- Eligible Actual Residential Moving Expenses (49 CFR 24.301(g)(1-7))**
- 1) Transportation of the displaced person and personal property. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that relocation beyond 50 miles is justified.
  - 2) Packing, crating, unpacking and uncrating of the personal property.
  - 3) Disconnecting, dismantling, removing, reassembling and reinstalling relocated household appliances and other personal property.
  - 4) Storage of the personal property for a period not to exceed 12 months, unless the Agency determines that a longer period is necessary.
  - 5) Insurance for the replacement value of the property in connection with the move and necessary storage.
  - 6) The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.
  - 7) Other moving-related expenses that are not listed as ineligible under §24.301(h), as the Agency determines to be reasonable and necessary.

**Public reporting burden** for this collection of information is estimated to average 30 minutes per response. This includes the time for collecting, reviewing and reporting the data. The information is being collected under the authority of the Housing and Community Development Act of 1987, 42 U.S.C. 3543, the U.S. Housing Act of 1937, as amended, 42 U.S.C. 1437 et seq., and the Housing and Community Development Act of 1981, P.L. 97-35, 85 stat., 34, 408 to determine if you are eligible to receive a payment for temporary moving expenses and the amount of any payment. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a valid OMB control number.

**Privacy Act Notice:** This information is needed to determine whether you are eligible to receive a payment for temporary moving expenses. You are not required by law to furnish this information, but if you do not provide it, you may not receive any payment for these expenses or it may take longer to pay you. This information is being collected under the authority of the Housing and Community Development Act of 1987, 42 U.S.C. 3543, the U.S. Housing Act of 1937, as amended, 42 U.S.C. 1437 et seq., and the Housing and Community Development Act of 1981, P.L. 97-35, 85 stat., 34, 408.

**[CONTINUATION SHEET]**  
**Claim for Temporary Relocation**  
**Expenses (Residential Moves)**  
**(Appendix A, 49 CFR 24.2(a)(9)(ii)(D))**

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

**10. CONTINUATION SHEET FOR EACH ADDITIONAL MONTH OF TEMPORARY RELOCATION**  
 Costs listed on this form are for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_ TOTAL # OF MONTHS: \_\_\_\_\_  
 (Month/Day) (Year) (Month/Day) (Year)

**DETERMINATION OF RENT AND AVERAGE MONTHLY UTILITY COSTS**  
**Instructions:** To compute the payment, entries on Line (i) must reflect all utility services. Therefore, identify on Lines 10(b) through 10 (f) each utility necessary to provide electricity, gas, other heating/cooking fuels, water and sewer. In those cases where the utility service is covered by the monthly rent, enter "IMR" (In Monthly Rent). If a monthly housing program subsidy (e.g., Housing Choice Voucher/Section 8, other) has been provided, enter the applicable amount on Line 10(h).

Temporary Relocation Cost for Periods That Exceed One Month (For temporary relocation that lasts more than one month, complete this Continuation Form for each additional month of temporary relocation.)	Unit You Moved From		Unit You Moved To		Increase In Monthly Cost	Amount Approved
	(1) Claimant	(2) For Agency Use Only	(3) Claimant	(4) For Agency Use Only	(5) For Agency Use Only	(6) To Be Provided by Agency
(a) Rent (The monthly rental amount due under the terms and conditions of occupancy). Check appropriate box: <input type="checkbox"/> All utilities included <input type="checkbox"/> Utilities not included (list on Lines 10 (b) to 10(f) below)	\$	\$	\$	\$	\$	\$
(b) Electricity	\$	\$	\$	\$	\$	\$
(c) Gas	\$	\$	\$	\$	\$	\$
(d) Water/sewer	\$	\$	\$	\$	\$	\$
(e) Sanitation	\$	\$	\$	\$	\$	\$
(f) Other	\$	\$	\$	\$	\$	\$
(g) Gross Monthly Rent and Utility Costs (add Lines 10(a) through 10(f))	\$	\$	\$	\$	\$	\$
(h) Monthly Housing Subsidy, if applicable (e.g., Housing Choice Voucher/Section 8, other)	\$	\$	\$	\$	\$	\$
(i) Net Monthly Rent and Utility Costs for Month of _____ (subtract Line 20(h) from Line 10(g) above)	\$	\$	\$	\$	\$	\$

**OTHER REASONABLE OUT-OF-POCKET EXPENSES**  
**Instructions:** You may be eligible for other reasonable out-of-pocket expenses as approved by the agency in connection with your temporary move.

Monthly Cost For Month of: _____ (Month) (Year)	(1) Claimant	(2) Agency Use
(j) Per Diem for unit without cooking facilities: \$ _____ per adult x _____ days in this month period \$ _____ per child under age 12 x _____ days in this month period Other (e.g., increased transportation costs, boarding for pets, parking). Itemize.	\$	\$
(k)	\$	\$
(l)	\$	\$
(m)	\$	\$
(n) Total (add lines 10(j) through 10(m))	\$	\$

## Affordable Housing Trust Fund Program Application

### Application Checklist

Items 1-24 are from the Common Application Checklist. Items 25-40 are additional AHTF RFP requirements

X	Tab	Application Item Description
	1	C-1 Multifamily Workbook
	2	C-3 Multifamily Rental Housing Narrative Questions
	3	C-4 Applicant Certification of Environmental Issues
	4	C-5 Comparable Properties (n/a if a Market Study/Assessment is provided)
	5	C-6 Evidence of Site Control per RFP Part 1, Section VIII TT
	6	C-7 Site Location Map
	7	C-8 Photographs
	8	C-9 Enterprise Green Communities Criteria (EGCG) Certification Workbook
	9	C-10 Notification of Local Official
	10	C-13 Utility Allowance from Local HRA/PHA applicable to project per Attachment 1
	11	C-14 Management and Operating Expenses (data from comparable new construction projects or audited financial operating expense statements for at least 3 stabilized years)
	12	C-15 Energy Rebates Analysis
	13	D-1 Preliminary Architectural/Construction Requirements for New Construction (preliminary sketch plans are permitted, 11" by 17" format or half-size are permitted)
	14	E-1 Rent Roll for existing developments- most recent available
	15	E-2 Tenant Relocation Plan per (RFP Part 1, Section VIII NN and Attachment 14)
	16	E-3 Preliminary Architectural Requirements for Rehabilitation
	17	E-4 Physical Needs Assessment with a 20 year capital expenditure template OR Capital Needs Assessment for rehabilitation projects.
	18	G-1 Alternative Energy Options
	19	H-9 Nonprofit Proof of Status, Non-Profit Intended Participation: Articles of Incorporation, IRS Election Status (Internal Revenue Service (IRS) documentation of status
	20	J-1 County or Tribal Human Services Letter of Confirmation, if applicable
	21	J-2 Continuum of Care Confirmation, if applicable
	22	J-3 Supportive Housing Narrative Questions, if applicable
	23	J-4 Qualification of Service Provider
	24	K-1 Section 811 Project Based Rental Assistance Narrative Questions
	25	Commitment to Provide Project Based Rental Assistance
	26	Developer Capacity (RFP Part 1, Section VIII N) and Financial Statements
	27	Market Assessment (RFP Part 1, Section VIII CC)
	28	Written Policy for Smoke-Free Buildings if proposed
	29	Letter of Confirmation from Hennepin County Human Services and Public Health (documentation for preliminary discussions on supportive housing funding)
	30	Certification of Consistency with Continuum of Care of Heading Home Plan
	31	Documentation Relevant to Preservation of Federally Assisted Housing
	32	20 Year Pro forma cash flow projection (RFP Part 1, Section VIII VV)
	33	RFP Attachment 8: Self-Scoring Worksheet:
	34	RFP Attachment 10: Signed Recitals, Acknowledgement, and Consent Form
	35	Funding Commitment Letters for any committed capital and operating funding (RFP Part 1, Section VIII V)
	36	City Historic Resource Review Letter from CPED (RFP Part 1, Section VIII W)
	37	Neighborhood Support Letter(s) (RFP Part 1, Section VIII GG)
	38	Property Management Plan which includes a description of the following at a minimum (RFP Part 1, Section VIII DD)
	39	Proposal Fee: A \$1,000 non-refundable funding proposal fee payable to Minneapolis Finance Department.
	40	Preliminary Scope of Work (RFP Part 1, Section VIII LL)
	41	Appraisal (RFP, Part 1, Section VIII D)
	42	Total Construction Cost Breakout Table