

# STATE OF MISSISSIPPI

## HOME Investment Partnerships Program

2024

### Homeowner Rehabilitation Program

**Phase II Application**



MISSISSIPPI HOME CORPORATION

735 Riverside Drive  
Jackson, Mississippi 39202  
601-718-4642

[www.mshc.com](http://www.mshc.com)



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# HOME PHASE II HOMEOWNER REHABILITATION

## PROGRAM OVERVIEW

The HOME Investment Partnerships Program (HOME), Homeowner Rehabilitation Program allows local communities to use HOME funds to improve their housing situation by housing reconstruction, rehabilitation, or replacement of manufactured homes. The HOME Program was created to help communities by providing low and very low-income persons with decent, safe, sanitary, and affordable housing.

The Program is a federally funded, large-scale grant program governed by 24 CFR Part 92, designed to strengthen partnerships between public and private agencies to provide affordable housing within state and local communities. HOME funds can be used by state and local governments that are designated as Participating Jurisdictions (PJs).

## PURPOSE

The 2024 Homeowner Rehabilitation Phase II Application and Implementation Manual is a collection of guidance and instructional materials, pertinent information, forms, requirements, and other data necessary for implementing a successful HOME Homeowner Rehabilitation/Reconstruction project. This manual is designed to facilitate, modify, and update its contents as program changes transpire that impact the implementation process.

## RESERVATION AWARD

The 2024 funds are conditionally reserved in the form of a Reservation Award. The Reservation is valid pending submission of the following Benchmark accomplishments:

- Attendance of the HOME Homeowner Rehabilitation/Reconstruction Phase II and Implementation Workshop
- Submission of Homeowner Rehabilitation/Reconstruction Phase II Applications
- Environmental Clearance of all selected homeowner units
- Completion of Professional Services Procurement process

Failure to meet the benchmarks by **May 30, 2025**, will result in the Reservation award being null and void.

All Subrecipients must adhere to the deadlines set forth. Failure to meet benchmarks may result in a noncompliance finding, cancellation of reservation of funds, or a repayment of funds when applicable. Subrecipients must keep MHC abreast of any changes in a project or any issues that will cause the project to be delayed.

All projects must meet specific benchmarks (*see Chart 1*) prior to the issuance of the written agreement. MHC expects projects to meet benchmarks within the timeframe allowed in the chart below.

Chart 1

Event	Deadline
Homeowner Selection submitted to MHC	60 days from reservation date
Environmental Completion	120 days from reservation date
Professional Services Procurement Completion	120 days from reservation date
Quarterly Status Reports	15 days after the end of the quarter

## **PHASE II APPLICATION PROCESS**

Phase II of the Homeowner Rehabilitation process is the phase in which Recipients have received a Reservation Award Notification. Recipients must proceed with informing citizens of the award by conducting a second public hearing. The hearing must also inform interested citizens of the homeowner selection process.

### **SECOND PUBLIC HEARING – RESERVATION AWARD**

Recipients **must** conduct a second public hearing notifying citizens of the 2024 Homeowner Rehabilitation Reservation Award. The following methods must be followed:

- The hearing must be conducted in the area of the community where the project is located and must be accessible to people with disabilities.
- Publication in the general circulation is required, however, the publication period of fourteen (14) and no more than twenty (20) calendar days is **not applicable**. Recipients are urged to use additional platforms to notify citizens of the project award.
- Records of the meeting must be retained in the local files. These records must include a **copy of the actual notice, the attendance roster, and a copy of the minutes of the meeting which bear the signature of the recipient’s Chief Executive Officer, and all methods used to obtain citizen’s input.**

### **APPLICATION DUE DATE**

Phase II applications identifying homeowners are due **December 31, 2024, by 3:00 p.m., NO EXCEPTIONS.** Information must be submitted to Jackie Cobbins, Mississippi Home Corporation, 735 Riverside Drive, Jackson, MS 39202, via hand delivery, USPS, Federal Express, or UPS.

### **APPLICATION FORMAT**

Applications should be submitted in the following format:

- One (1) original application.

- Bind all documents securely together in an 8.5 x 11 in. or 8.5 x 14 in. folder. Applications will be returned if not properly bound and secured with potential of not being reviewed.
- All sections of the application must be separated with tabs identifying the information contained in each section.

## **HOMEOWNER REQUIREMENTS**

Properties must be owned by the homeowner for one (1) year prior to application submission and serve as his/her primary residence. All legal documents (e.g., warranty deed, quitclaim deed, etc.) related to the property described in the application must have been signed, recorded, and filed in the appropriate court within 12 months prior to application submission date of December 31, 2024.

Units with existing mortgages are eligible to participate in the **rehabilitation category only**. The unit must be the homeowner's primary residence, homeowner must have resided in the home for a minimum of fifteen years. Mortgage payments, property insurance, and property taxes must be current. A letter of good standing from the lending institution, verification of current mortgage payments, proof of current property insurance, and property taxes must be submitted along with the homeowner's application.

Properties submitted as reconstruction must be clear and free of any debt, mortgages, liens, or land balances. Reconstruction allows for the replacement of the housing unit on the same footprint. Consideration must be given to the Mississippi Department of Health requirements for septic system installation/improvements. Please indicate any issues/concerns that may arise out of this requirement.

Homeowner application must include current color photographs of each health and safety hazard of the dwelling: foundation (front, back, and side), electrical, plumbing (bathroom(s) and kitchen), heating/cooling, roof, entire kitchen, full front, back and side view. Each photograph must indicate the homeowner's name and physical address. If street numbers are not available, a narrative location must be provided with the photographs.

A room-by-room estimate must be provided for the existing unit to be rehabilitated or reconstructed, listing the items to be addressed. The detailed cost analysis also applies to manufactured housing units. Manufactured units may be replaced with another manufactured unit or modular home. The homeowner application must contain the items that will be addressed.

If a unit is submitted as a potential rehabilitation, but addresses three of the five deficiencies within budget, an in-house decision will be made on a case-by-case decision, to determine if allowable for rehabilitation.

Homeowner applications must certify in writing that the number of household members and gross income are correct to the best of his/her knowledge. **Homeowners must be made fully aware that their current existing home will be demolished if a reconstruction or replacement activity.**

Tax assessments are required for properties that are rehabilitated and/or reconstructed.

## **MANUFACTURED HOUSING UNITS**

Applicants for owner-occupied manufactured housing units must show proof of ownership of the unit for a minimum of one year and proof of ownership (e.g., warranty deed, quitclaim deed, etc.) of the land where the unit is located on the same footprint.

Owner-occupied manufactured housing that is replaced with a new unit using HOME funds must be connected to permanent utility hookups. Units must also be located on land that is owned by the homeowner. The unit must be the principal residence of the homeowner

A detailed cost analysis is required for all manufactured housing units. Manufactured units may be replaced with another manufactured unit or modular home.

## **HOMEOWNER REHABILITATION ACTIVITIES**

**According to 24 CFR Part 92.205 (e) if a HOME assisted project is terminated before completion, either voluntarily or otherwise, constitutes an ineligible activity and any HOME funds invested must be repaid to MHC using non-federal sources. For example, if Title Opinion indicates debt/lien/encumbrances on the property, this would result in ineligible costs.**

**Purpose** - Homeowner Rehabilitation activities are used to provide safe, decent, and affordable housing to low and very-low-income homeowners submitted in the application that has been approved for funding. These funds will be used for the purpose of reconstruction, rehabilitation, or replacement of manufactured homes.

**Household Eligibility** – The use of Homeowner Rehabilitation funds requires that all household members be determined eligible for HOME funds. Any household member that is not a legal resident alien or status of application is not acceptable, constitutes ineligibility for the entire household.

Documentation must be provided to indicate the household is the principal residence (e.g., utility bills in homeowner’s name) for at least one (1) year prior to application due date. Property must be clear and free of any debt, mortgages, liens, or land balances for reconstruction.

**Income Eligibility** – The household must be low income with an annual (gross) income that does not exceed 80 percent of median income for the area and must occupy the property as a principal residence. MHC has adopted Part 5 Income Determination Method definition of annual income as the method in which income should be calculated.

Proof of annual income will be calculated by verifying a **minimum of three (3) consecutive months of source documents** (e.g., wage statement, interest statement, and unemployment compensation statement). The gross amount of income of all adult household members that anticipate receiving HOME funds must be included.

**Income Limits** – Published by HUD annually and can be found in the appendix and at the following address: <https://www.hudexchange.info/programs/home/home-income-limits/>

**Ownership Eligibility** – Homeowner ownership consists of a fee simple title, 99-year leasehold interest (50-year leasehold on trust or restricted Indian land), condominium, or own or have membership interest in a cooperative or mutual housing project that constitutes homeownership under state law. A copy of the Deed must be provided. A title search will be required to prove ownership. There must be no liens, encumbrances, or other debt against the home.

**Property Eligibility** – Property must be a single-family home.

**Property Standards** – All HOME assisted housing must meet all applicable state and local housing standards and code requirements according to 24 CFR 92.251(a)(1). Sub-Recipients are responsible for ensuring if a local code exists, then the local authorized official must indicate the property complies with the local code. For rehabilitation activities, properties must comply with MHC Rehabilitation Standards.

In addition, MHC requires that all new constructed projects must meet the accessibility requirements in 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131- 12189) implemented at 28 CFR parts 35 and 36, as applicable. Covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act (42 U.S.C. 3601- 3619). Rehabilitation may include improvements that are not required by regulation or statute that permits use by a person with disabilities. Lead-based paint requirements of 24 CFR part 35 must also be met.

**After Rehabilitation Value** – The value of the HOME-assisted property after Rehabilitation must not exceed 95% of the median purchase price of the area. This information must be indicated in the HOME Homeowner Rehab Completion Report.

**Inspections** – All inspections must be scheduled through the MHC’s current designated inspector, Bret Jones, at 662-299-5830. Unit inspections must be performed within three (3) days of completion of work. The inspector MUST ensure that all code compliance, contract compliance, and construction qualities are met.

- **Rehabilitation Activity** – Inspection will be conducted based on the work write-up. The frequency of inspections will be determined by the amount of work required for each home unit.
- **Reconstruction Activity** – Inspections will be conducted in three stages (at a minimum): foundation, framing, and completion.
- **Replacement Activity** - Inspections will be conducted in three stages (at a minimum): pad preparation, delivery, and setup, and final (plumbing, electrical, etc.)

**Progress inspections must be performed, and work satisfied prior to submitting the contractor’s request for payment.**

**Recordkeeping** – Complete project files must be in the possession of the Recipient. HOME project files must be retained for five (5) years after the official close-out of the project.

## PROJECT DOCUMENTATION

**The following items must be included in the Phase II application for the Subrecipient:**

(a) Budget Summary	<input type="checkbox"/> Attached
(b) Project Completion Schedule	<input type="checkbox"/> Attached
(c) Map identifying location of ALL units	<input type="checkbox"/> Attached
(d) Local Housing Code	<input type="checkbox"/> Attached
(e) Displacement Information	<input type="checkbox"/> Attached
(f) Executed Supportive Services Commitment MOUs	<input type="checkbox"/> Attached
(g) Authorized Signature(s) Letter	<input type="checkbox"/> Attached
(h) Policies and Procedures	<input type="checkbox"/> Attached

**The following items must be included for each homeowner application:**

1. Homeowner Information	<input type="checkbox"/> Attached
2. Environmental Checklist	<input type="checkbox"/> Attached
3. Homeowner Application Form	<input type="checkbox"/> Attached
4. Activity Completion Schedule	<input type="checkbox"/> Attached
5. Homeowner Package a. Proof of Ownership b. Income Determination (3 consecutive months or most recent benefits statement) c. Proof of Occupancy d. Proof Property Taxes are current or exemption e. Part 5 Income Calculation Worksheet f. Lead Based Paint Form	<input type="checkbox"/> Attached
6. Photographs of Dwelling a. Full Front, Back and Side View b. Foundation (Front, Back and Side) c. Entire Kitchen d. Bathroom(s) e. Bedroom(s) f. Electrical g. Roof	<input type="checkbox"/> Attached
7. Room by room inspection HUD Form 52580	<input type="checkbox"/> Attached
8. Age of Unit	<input type="checkbox"/> Attached
9. Displacement/Relocation Information (will homeowner be subject to)	<input type="checkbox"/> Attached
10. Documentation of water/sewer availability	<input type="checkbox"/> Attached



## Homeowner Rehabilitation Information

1.	Has homeowner received prior HOME assistance? <b>If yes, provide detailed information.</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2.	Homeowner Application for each unit to be addressed. <b>Form must be completed in its entirety.</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.	Environmental Checklist	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.	Detailed Budget Summary.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.	Proof of ownership and primary residence documentation - Copy of warranty deed, quitclaim deed, etc. - Electric, gas, water bill (must include a <b>consecutive 12-month</b> billing history) - <b>Leases are not eligible for manufactured homeowners.</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6.	Proof of Primary Residence	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7.	Map identifying homeowner unit and address	<input type="checkbox"/> Yes	<input type="checkbox"/> No
8.	Pictures of safety health hazard of each address	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9.	Number of Beneficiaries	<input type="checkbox"/> Yes	<input type="checkbox"/> No
10.	Proof of Income • Three (3) consecutive months of verification. • <b>Bank statements will not be accepted as proof of income.</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
11.	Part 5 Income Calculation Worksheet along with income verification	<input type="checkbox"/> Yes	<input type="checkbox"/> No
12.	Property taxes documentation paid in full or exempt status.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
13.	Room-by-Room Inspection (HUD form 52580O)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
14.	Will temporary displacement be required? If yes, provide details.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
15.	Has homeowner been displaced within the last 12 months? If yes, provide details	<input type="checkbox"/> Yes	<input type="checkbox"/> No
16.	Does Recipient have Local Adopted Housing Code? If yes, provide a copy.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
17.	Activity Completion Schedule	<input type="checkbox"/> Yes	<input type="checkbox"/> No
18.	Executed Supportive Services	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**MISSISSIPPI HOME CORPORATION (MHC)**  
**HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM**

**HOMEOWNER REHABILITATION APPLICATION**

**Application MUST Be Completed Thoroughly**

City/Town/County Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Sex: \_\_\_\_\_ Race: \_\_\_\_\_

Social Security #: \_\_\_\_\_ (Last 4 digits Only) Head of household? \_\_\_\_\_

Total number currently living in household: \_\_\_\_\_

Number handicapped: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_  
Number and Street

Phone number: \_\_\_\_\_

How long have you owned your home? \_\_\_\_\_ Total number of bedrooms \_\_\_\_\_

Is this a manufactured home?  Yes  No    Is there a deed or bill of sale?  Yes  No

Do you own the land?  Yes  No

Total monthly amount of all income for all household members: \_\_\_\_\_  
(3 consecutive months or most recent benefits statement)

List others living in the household, indicate the relationship to you and include **all** income and income verification.

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship \_\_\_\_\_

Income: \_\_\_\_\_ Source: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship \_\_\_\_\_

Income: \_\_\_\_\_ Source: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship \_\_\_\_\_

Income: \_\_\_\_\_ Source: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship \_\_\_\_\_

Income: \_\_\_\_\_ Source: \_\_\_\_\_

I understand that my home will be rehabbed or reconstructed. If reconstructed, the current dwelling will be demolished and a new home constructed on the same lot:  Yes  No

I understand if my home is rehabbed, I must occupy my home for 5 years or funds will be repaid according to the time I have occupied the unit.  Yes  No  N/A

I understand if my home is reconstructed, I must occupy my home for 10 years or funds will be repaid according to the time I have occupied the unit.  Yes  No  N/A

I also understand that if I live in a manufactured home, it will be replaced with a new manufactured home:  Yes  No  N/A

If I maintain ownership, I agree not to lease or rent my home  Yes  No

I certify that all the information provided is true and correct to the best of my knowledge. It is further certified that neither I nor any member of my household is related to or employed by any member(s) of the Recipient.

**WARNING: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.**

I/We understand that my personal information may be used by Mississippi Home Corporation (MHC) for reporting and tracking purposes on the funding provided by the HOME Investment Partnerships Program. MHC staff is required to comply with securing personal and confidential information.

\_\_\_\_\_  
Signature of applicant Date

\_\_\_\_\_  
Signature of applicant Date

\_\_\_\_\_  
Signature Project Administrator Date

\_\_\_\_\_  
Signature of Elected Official Date

## HOMEOWNER ENVIRONMENTAL CHECKLIST

Homeowner Name: _____	
Homeowner Address: _____	
Date Checklist Completed: _____	
<p>This preliminary environmental checklist is designed to make the applicant aware of major environmental concerns that should be addressed in project planning and budgeting. Each successful applicant will be required to prepare an environmental review record, and if appropriate, an environmental assessment in accordance with the National Environmental Policy Act of 1969, as amended. The environmental assessment involves an examination of the environmental conditions and circumstances that exist at the location of the project and a determination of project impact on those environmental conditions. In addition, each project must be reviewed for compliance with other applicable environmental laws and regulations. If any of the following questions elicit an affirmative response, additional information must be provided as part of the environmental review.</p>	
1. Is the property located within a flood hazard area, wetland, or coastal zone?	<input type="checkbox"/> Yes <input type="checkbox"/> No
List activities to be conducted in a flood hazard area, wetland, or coastal zone.	
2. Will the property require the dredging or filling of any waterway/body? <span style="float: right;"><input type="checkbox"/> Yes    <input type="checkbox"/> No</span>	
3. Will the property be located near a source of noise pollution, within the accident potential zone of military or civil airport, near a major highway, railroad, chemical storage tank, sanitary landfill site, area of potential landslide or unsuitable soil conditions, nuclear waste dump, or any other such natural or manmade safety hazard? <span style="float: right;"><input type="checkbox"/> Yes    <input type="checkbox"/> No</span>	
4. Will the property adversely affect the air/water quality of the area? <span style="float: right;"><input type="checkbox"/> Yes    <input type="checkbox"/> No</span>	
5. Is the property located in or adjacent to an area listed on the National Register of Historic Places? (Date National Register checked) <span style="float: right;"><input type="checkbox"/> Yes    <input type="checkbox"/> No</span>	
Is the structure 50 years old or older within or adjacent to the? <span style="float: right;"><input type="checkbox"/> Yes    <input type="checkbox"/> No</span>	
If yes, will any of these historic places be affected either physically or visually by the project? <span style="float: right;"><input type="checkbox"/> Yes    <input type="checkbox"/> No</span>	
Will the property affect any grave sites or archeological sites? <span style="float: right;"><input type="checkbox"/> Yes    <input type="checkbox"/> No</span>	
6. Will any endangered plant or animal species (or its habitat) be affected by the property? <span style="float: right;"><input type="checkbox"/> Yes    <input type="checkbox"/> No</span>	
7. Will the property destroy or adversely affect any prime and unique farmlands? <span style="float: right;"><input type="checkbox"/> Yes    <input type="checkbox"/> No</span>	



## Recapture Deed Restriction Provision

---

Name

---

Address

---

City/State/Zip Code

MHC adopted the Recapture Deed Restriction Provision. The homeowner must maintain the above address as his/her primary/principal residence for the duration of the period of affordability. **FAILURE TO MAINTAIN THIS PROPERTY AS THE PRIMARY/PRINCIPAL RESIDENCE FOR THE PERIOD OF AFFORDABILITY WILL RESULT IN THE RECAPTURE OF HOME FUNDS.** The HOME investment amount is recaptured on a prorated basis for the time the homeowner has owned and occupied the housing measured against the required affordability period. MHC will conduct an annual verification to determine primary residency.

In the case of foreclosure, sale or refinance it will be the responsibility of the lender and/or Recipient to notify MHC and follow HUD's guidelines for "recapture provisions" as outlined in the Deed Restriction. Recaptured funds must be submitted to MHC along with a letter of explanation.

**Recapture Deed Restriction**

Prepared by, and after recording, return to:

Indexing Instructions:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

STATE OF MISSISSIPPI

COUNTY OF \_\_\_\_\_

RECAPTURE  
 DEED RESTRICTION  
 HOME Investment Partnerships Program

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Phone: \_\_\_\_\_

STATE OF MISSISSIPPI

COUNTY OF \_\_\_\_\_

The undersigned \_\_\_\_\_ (“Owner(s)”), is/are the owner(s) of certain real property and improvements located at, in \_\_\_\_\_ (City/Town), \_\_\_\_\_ (County), Mississippi and more particularly described above and incorporated herein for all purposes (the “Property”). For value received, the adequacy and sufficiency of which are hereby acknowledged, Owner does hereby impress the Property with the following deed restrictions.

- For purposes of these deed restrictions, the following terms have the meaning indicated as per the Mississippi Home Corporation adopted HOME Program recapture requirements:

“Period of Affordability” means a period beginning on the date of this instrument ending on the date as indicated below according to activity in which HOME funds were provided.

HOME Activity	Affordability Period
Homeowner Rehabilitation	5 years
Homeowner Reconstruction	10 years
Homeowner Replacement	10 years

“MHC” means the Mississippi Home Corporation, 735 Riverside Drive, Jackson, MS 39202.

“HOME funds” means the amount funded by MHC for the benefit of Owner, for the purpose of rehabilitating, reconstructing, or replacing of the Property for the HOME Investment Partnerships Program allocation.

“Recapture Requirements” means that if the Property does not continue as the principal residence of the family for the duration of the required Period of Affordability, that MHC recoups all or a portion of the HOME assistance. MHC will reduce the HOME investment amount to be recaptured on a pro rata basis for the time the homeowner has owned and occupied the housing as a principal residence measured against the required affordability period. The amount of recapture is limited to the net proceeds from the sale. “Net proceeds” means the Sales Price minus (-) outstanding loan payment (other than HOME funds) minus (-) closing costs.

2. MHC must receive prior written notification of any sale that occurs during the Period of Affordability at least two (2) business days prior to the transaction taking place for the correct amount of Recapture to be calculated.
3. **In the event of a sale** of the Property an amount equal to a pro rata share of the HOME assistance, reduced proportionately for every month of the Period of Affordability the selling Owner owned the Property, shall be repaid to MHC from any net proceeds realized upon the sale of the Property after deductions as indicated in the Net Proceeds definition.
4. The provisions of this instrument are hereby declared covenants running with the land and are fully binding on any successors, heirs, and assigns of Owner who may acquire any right, title, or interest in or to the Property, or any part thereof. The owner, its successors, heirs, and assigns hereby agree and covenant to abide by and fully perform the provisions of this instrument.
5. Owner occupant understands and agrees that this instrument shall be governed by the laws of the State of Mississippi and regulations of the U. S. Department of Housing and Urban Development.
6. Owner occupant understands that the property must be the principal residence of the family during the Period of Affordability. In the event the Property does not remain the principal residence, the Owner must repay MHC an amount equal to a pro rata share of HOME assistance, reduced proportionately for every month of the Period of Affordability the Owner has owned the Property.
7. Owner occupant understands the Period of Affordability is for a period of X years beginning on the date of this instrument and ending \_\_\_\_\_. At the ending date of this instrument, this deed restriction is canceled, and all HUD requirements satisfied.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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



STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

PERSONALLY appeared before me, the undersigned authority in and for the said State and County, the within named \_\_\_\_\_, who acknowledged that **he/she/they** signed and delivered the above foregoing instrument on the day and date therein above stated as for **his/her/their** own voluntary act and deed.

Given under my hand and Official Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Notary Public

My commission expires:

## Description of Property

Filing instructions to Clerk:



**MISSISSIPPI HOME CORPORATION**

**HOME Investment Partnerships  
Program**

**2024**

**Homeowner Rehabilitation Phase II**

**Implementation Manual**

**735 Riverside Drive  
Jackson, Mississippi 39202  
601-718-4642**

**[www.mshc.com](http://www.mshc.com)**



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## **OVERVIEW**

### **STATUTORY**

The Mississippi HOME Investment Partnerships Program (HOME) provides formula grants to states and localities that communities use to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for homeownership or providing direct rental assistance to low-income people. It is the largest Federal block grant to state and local governments designed exclusively to create affordable housing for low and very low-income households.

The program was designed to reinforce important values and principles of community development:

- HOME's flexibility empowers people and communities to design and implement strategies tailored to their own needs and priorities.
- Emphasis on consolidated planning expands and strengthens partnerships among all levels of government and the private sector in the development of affordable housing.
- Technical assistance activities and set-aside for qualified community-based nonprofit housing groups builds the capacity of partnerships.

### **Purpose:**

The Mississippi HOME Investment Partnerships Program (HOME) Implementation Manual is a collection of guidance and instructional materials, pertinent information, forms, requirements, and other data necessary for implementing a successful HOME Homeowner Rehabilitation project. This manual is designed to facilitate, modify, and update its contents as program changes transpire that impact the implementation process. HOME is authorized under [Title II of the Cranston-Gonzalez National Affordable Housing Act](#), as amended. Program regulations are at [24 CFR Part 92 Revised July 23, 2013](#). The HOME program final rule and is available electronically at [www.hudexchange.info/programs/home/home-final-rule/](http://www.hudexchange.info/programs/home/home-final-rule/).

### **Objectives:**

The objectives are to assist the recipient in accomplishing the following:

- a. ensuring compliance with federal and state regulations;
- b. conducting individual activities, as indicated in the executed written agreement;
- c. conducting the project in a timely manner;
- d. implementing the project with control over program and financial performance and in a manner, which minimizes the opportunity for mismanagement, fraud, or waste; and
- e. improving program performance, developing greater self-reliance, and augmenting management and technical capacity.

## **APPLICABILITY**

The implementation of this manual applies to the HOME Program regulations as authorized by the National Affordable Housing Act of 1990 as amended and all State Policies and Procedures.

## **AUDIENCE**

All program participants involved in the implementation of HOME Rehabilitation activities should utilize this manual. The manual addresses program areas of compliance, which include Environmental, Procurement, Financial Management, Fair Housing/Equal Opportunity, Citizen Participation, Homeowner Rehabilitation, and Section 3.

## **RECIPIENT APPROACH TO IMPLEMENTATION PROCESS**

Recipient should view the implementation of a HOME project as a continuous learning process. It is the responsibility of the Recipient and its affiliates to comply with regulations and policies related to the HOME Program. If there are areas which are questionable, the Project Manager should be consulted, and MHC will make the final decision.

Once a Reservation award of HOME assistance has been received, the Recipient must perform the following:

- Proceed with Phase II Homeowner application process. Application must be submitted on or before **December 31, 2024, at 3:00 p.m.**
- After the Phase II homeowner eligibility notifications, the Environmental process must begin **immediately** to meet the necessary federal requirements. All funded projects are required to complete environmental procedures. Environmental must be completed within four (4) months of receipt of the notification.
- The procurement process for Professional Services (legal, asbestos, survey, and lead based paint) must begin while Environmental is under review. No contract should be executed until Environmental clearance has been issued.

Upon completion of the above requirements, Written Agreements will be issued. Recipient should carefully review the written agreement in order to become familiar with all terms and conditions contained therein; i.e., budget, length of grant period, etc. The chief elected official of the Recipient will execute the written agreement. When that official affix his/her signature to the HOME written agreement, he/she is agreeing to abide by all State and Federal rules and regulations associated with conducting the activities of the project through close-out of the project.

All Recipients are required to submit an executed 15-Month Project Completion Status Certification to MHC by the end of the 15th month following the date of the Written Agreement. Recipients must complete the Key Benchmarks section (# Units Not Completed and # Units Completed) as well as the Certification section. Failure to submit this certification and required documentation by the deadline date will cause the Recipient to be out of compliance with the Homeowner Rehabilitation Program.

## **RESPONSIBILITIES OF THE RECIPIENT**

24 CFR Part 92 of the HOME Program describes policies and procedures applicable to the HOME funds distributed to Recipients.

**It is the responsibility of the Recipients, and all parties involved in each HOME activity to enforce all obligations and regulations in complying with the intent of Congress as declared by the National Affordable Housing Act.**

**Recipients and project administrators must ensure that HOME activities undertaken meet the primary objectives of the Act, this regulation, and the State's HOME Program objectives.**

**According to 24 CFR Part 92.205 (e) if a HOME assisted project is terminated before completion, either voluntarily or otherwise, this constitutes an ineligible activity, and any HOME funds invested must be repaid to MHC using non-federal sources. For example, if Title Opinion indicates debt/lien/encumbrances on the property, this would result in ineligible costs.**

If MHC determines that HOME funds have failed to comply with any provision of this subpart, MHC shall notify the chief elected or executive official of the noncompliance and shall request that officer secure compliance in a timely manner, otherwise, funds will be repaid using non-federal funds.

Should the Recipient fail or refuse to secure compliance, MHC may take the following action:

- withdraw the grant;
- demand the Recipient to repay expended funds to the State from local, non-federal funds. Until such funds are repaid, the Recipient and the Project Administrator will become ineligible participants in **ALL** programs funded through the MHC.

Recipients are required to comply with State Law as it relates to the amount of surety bond required by elected officials and those that hold public office and manage or have custody of any public funds. The maximum amount required is \$100,000 for elected officials.

## **WRITTEN AGREEMENT**

Grantee recipients that achieve all Pre-Written Agreement benchmarks will be issued a written agreement. Grantees are encouraged to review the written agreement with their attorney prior to executing.

There are four (4) important segments within the agreement the Recipient must be aware of. These are listed and further clarified below:

1. Written Agreement Signature Sheet - This cover sheet lists the Recipient, effective dates of the contract, sub-grant number, CFDA #, HOME funds awarded, and the attachments detailed below. This sheet is signed by the Executive Director or Executive Vice President & Chief Strategy Officer and requires the authorized signature of the Recipient.

2. General Terms and Conditions - These terms and conditions cite program authority, rules, and regulations pertinent to all HOME grants.

3. Special Conditions - These are applicable to all HOME grants. Most agreements will contain special conditions that are pertinent to certain activities. Special conditions that require written clearance prior to the request for the drawdown of HOME funds include the following:

(a) Start Up Letter – resolution adopted by the Recipient’s board indicating construction activities will begin within nine (9) months of the contract effective date. Start of construction activities is defined as the first placement of permanent construction of a building on a site, the pouring of slabs or footings, or the start of a rehabilitation unit.

(b) Policies, Procedures, and Guidelines – adopted by the Recipient’s board how HOME activities will be carried out.

(c) Project Completion Schedule – outline events, objectives, and completion of the project. Updates must be submitted to MHC when variances occur.

(d) For Recipients, Program Income – any program income generated must be remitted to MHC, immediately. Recipients are required to submit a signed statement certifying that program income was not generated and no anticipation of receiving program income.

(e) Environmental Clearance – satisfactory completion of environmental review and receipt by Recipient of a release of funds from MHC according to 24 CFR Part.

(f) Section 3 Plan – must be adopted by the Board and conducted during the implementation of the project.

4. Budget - This section of the contract reflects the funds allocated to each project activity by line item.

#### Post Written Agreement Benchmarks

Upon execution of the written agreement, Grantee recipients will have fifteen (15) months to complete their projects. MHC will monitor each grant recipient’s progress through quarterly status reports.

#### Quarterly Status Reports

MHC requires quarterly status reports to be submitted no later than fifteen (15) days after the end of the quarter. Grantee recipients must report the status of all units in the project and detail any issues that may cause delays in achieving benchmarks. Failure to submit an on-time report will cause a non-compliance finding.

*Chart 2*

<b>Event</b>	<b>Deadline</b>
Quarterly Status Reports	15 days after the end of each quarter
Construction Start	9 months from Written Agreement Date
Construction End	15 months from Written Agreement Date
Draw Requests	
15-Month Project Completion Status Certification	15 months from Written Agreement Date
Project Close-out	15 days following last draw



### Construction Start Date

Grant recipients must begin construction of its units no later than nine (9) months following the written agreement date.

### Construction End Date

The construction of all units is expected to be complete within fifteen (15) months following the written agreement date.

## **AVOIDING PROBLEMS**

It is the responsibility of the Recipient to perform the activities of a HOME project in accordance with the National Affordable Housing Act of 1990, as amended. The Recipient or its designated administrator must ensure that HOME project activities are conducted to avoid problems that violate the intent of the Act. **Although the duties may be delegated by the elected officials, the ultimate responsibility for compliance rests with the Recipient officials. Recipients must maintain all documentation associated with the HOME Contract and the activities undertaken.**

Listed below are common problems that Recipients of HOME projects should try to avoid:

### **ENVIRONMENTAL**

- a. Ensure Environmental Clearance prior to executing contracts with procured professional service providers.
- b. Service contracts were executed prior to environmental clearance by MHC, apart from contracts for administrative services.
- c. The Finding of No Significant Impact (FONSI) was published before clearance from the Department of Archives and History.
- d. Environmental notices were not disseminated to all appropriate agencies.

### **PROCUREMENT**

- a. Requests for Proposals were not published according to regulations.
- b. Two or more minority/female owned businesses were not solicited by certified mail for all professional services.
- c. Mississippi Procurement Technical Assistance Program (MPTAP) was not notified of the Request for Proposals for required services over \$50,000.
- d. After last published date, the following required number of working days was not allowed:
  - i. Contracts over \$5,000 and less than \$50,000 - 7 days,
  - ii. Contracts over \$50,000 - 15 days.
- e. All applicable clauses were not included in the contract.
- f. Technical evaluations were not conducted for professional proposals.

- g. A contract was awarded to a single bidder without soliciting additional proposals.
- h. Multi-service contracts were awarded.

## **FAIR HOUSING/EQUAL OPPORTUNITY (FHEO)**

FHEO posters (English and Spanish versions, Vietnamese may be required in areas where this population is present) were not displayed at Recipients' official place of conducting business.

Solicitations were not distributed by certified mail.

## **SECTION 3**

All Section 3 covered contracts did not include the following clause (referred to as the Section 3 clause):

1. 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. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated 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.

2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implements 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 Part 135 regulations.

3. The contractor agrees to send each labor organization or representative of worker with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this

Section 3 clause and will post copies of a 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 following: 1) the Section 3 preference; 2) the number of jobs and job titles subject to hire; 3) the availability of apprenticeship and training positions, listing the qualifications for each, and the name and location of the person(s) taking applications for each of the positions; and 4) the anticipated date the work shall begin.

4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 CFR Part 75.

5. 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 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

- 6.

6. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of contract for default, debarment, or suspension from participating in future HUD assisted contracts.
7. 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 Indian-owned economic enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## **FINANCIAL MANAGEMENT**

Request for Cash (RFC) completed incorrectly.

- a. Funds were retained in the recipient's account for a period in excess of 15 days. **Non-compliance in this area constitutes a monitoring finding.**
- b. Expenditure of funds was not supported by invoices or appropriate documentation.
- c. Representatives of the Recipient were not adequately bonded.
- d. Journals and ledgers were not properly maintained.
- e. Project Setup and Completion IDIS forms not provided to MHC.
- f. Payment was made to service providers or contractors prior to work being performed.
- g. Program Income was not reported to MHC.
- h. Not maintaining accurate recordkeeping for individual activities.
- i. Files must be maintained for unsuccessful applicants.
- j. Appropriate signatures not included on RFC.

# SAMPLE

## ORGANIZATION'S LETTERHEAD

Jackie Cobbins  
Federal Grant Division Coordinator  
Mississippi Home Corporation  
735 Riverside Drive  
Jackson, Mississippi 39202

Dear Mrs. Cobbins:

This letter is to inform Mississippi Home Corporation of the authorized signature(s) for (Recipient) HOME Project Number \_\_\_\_\_. (Name(s) of Person(s) authorized to sign) have/has the authority to sign cash request forms, financial reporting worksheets, and other project related reports and documents related to this project.

Thank you for your time and attention to this matter.

## AUTHORIZED SIGNATURES

\_\_\_\_\_  
Signature /Title

\_\_\_\_\_  
Signature/Title

I certify that the above person(s) is authorized as stated above and that the signatures are the original signatures of the person(s) so stated.

\_\_\_\_\_  
Chief Elected Officer

# SAMPLE

## HOMEOWNER REHABILITATION POLICIES, PROCEDURES AND GUIDELINES (Recipient)

### 1.0 Purpose and Intent

(Recipient) hereby sets forth the homeowner rehabilitation policies, procedures, and guidelines. The purpose of this document is to establish guidelines by which persons may obtain homeowner rehabilitation/reconstruction assistance. These policies apply to the HOME Investment Partnerships Program (HOME) Grant funded by the Mississippi Home Corporation (MHC). (Recipient) will comply with regulations as it pertains to proper procurement for all professional services, compliance with Citizen Participation requirements, compliance with Environmental regulations, compliance with Minority and Women Owned Business Enterprises regulations, Section 3 requirements, and regulations for activities which are being undertaken in the HOME program.

(Recipient) shall contract with a grant administrator to provide homeowner rehabilitation administrative services to comply with 24 CFR Part 92 to include, but not limited to the following:

- Determine household eligibility, if more than 6 months has elapsed before HOME funds were committed
- Advertise and assist in conducting Public Hearings
- Procure for all professional and contract services
- Procure for a MHIB Certified Inspector with New Home (NH) designation
- Assist in securing contract bids
- Assist in bid process and make recommendations for contracts
- Continuous interaction with the homeowner
- Develop necessary forms for conducting the project
- Maintain program records and documentation
- Develop report on program performance and reports on grant funds as required
- Obtain all warranty papers and termite certificates

It is the intent of (Recipient) through the HOME Investment Partnerships Program to serve low and very low-income homeowners and to utilize other resources that may be 80% of the AMI.

### 2.0 Applicant Eligibility

#### 2.1 Conflict of Interest

The Recipient must comply with 24 CFR Part 92.356 (b) stating that “No persons who are an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or Recipient receiving HOME funds that exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are able to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds

thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one year thereafter.

## **2.2 Income Criteria**

To be eligible for assistance, families must meet income limits and criteria. Meeting the income criteria does not automatically mean that a family will receive assistance.

Part 5 Income Definition will be used to determine eligibility of the household. If six (6) months have lapsed since the income has been verified without assistance being provided (time assistance is provided is the date on which the Recipient is awarded HOME funds) the income must be re-verified. The total combined income of all household members shall be used to determine if the household meets the income limits.

Households indicating “no income or insufficient income” to maintain the unit are not eligible.

## **2.3 Length of Ownership**

The unit must be owned and occupied by applicant one (1) year prior to the date of application due date of December 31, 2024. Homeowners who purchase substandard housing within this time may not be considered eligible applicants.

## **2.4 Number of Applications**

Only one (1) application will be authorized per household.

## **2.5 Applicant Information**

Applications will be selected throughout the “target area” as indicated in Phase I of the Recipient’s application. Applicant’s files must contain an application for assistance, family survey, verification of ownership, verification of income, contract between Recipient and homeowner, contract between homeowner and contractor, lead-based paint hazard notices, work write-ups and cost estimates (rehabilitation), plans, specifications and cost (reconstruction), contractor bids and contracts, proof of payments and supporting documentation, HUD required forms, inspection reports, warranty information and required family characteristics. This information will be used to approve the Homeowner and unit eligible for HOME assistance. Also, this required information will be used to issue the Notice to Proceed to the Contractor for construction activities to begin within the period indicated.

## **3.0 Property Eligibility**

### **3.1 Unit Characteristics**

Owner occupied units as indicated and approved in the application are only eligible for assistance. (Foot printing (location of unit on site) is acceptable). **Recipient must specify this determination in order to avoid the placement of the home and unnecessary costs and indicate such in writing or on the survey.**

### **3.2 Location**

Units eligible for assistance must be within the incorporated limits of the (Recipient). The units must be in the designated project area as shown on the project map.

### **3.3 Types of Improvements**

The activity submitted in the HOME application is the activity which must be undertaken during the implementation process, unless otherwise documented by Contract Modification.

### **3.5 Flooding**

Dwellings located within floodways or floodplains as determined by the National Flood Insurance Program are not eligible for assistance through the Homeowner Rehabilitation/Reconstruction program.

### **3.6 Historic Buildings**

Buildings of historic significance must be rehabilitated according to the requirements set forth by the Mississippi Department of Archives and History.

### **3.7 Reconstruction and Demolition**

All HOME assisted units utilizing HOME funds must be demolished and the new replacement unit will be constructed on the same footprint. Manufactured units must be demolished and removed from the property.

### **3.8 Pre-Bid Conference**

Each home must have a pre-bid walk through which clearly defines the scope but not limited to the following items:

- a. Height or elevation of house pad
- b. Elevation certificate (if required)
- c. Lot survey
- d. Tree removal or other factors that would have an impact on the reconstruction
- e. Verify water requirements for sites without public water
- f. Verify disposal requirements for sites without public sewer
- g. Asbestos abatement
- h. Site plan showing location on lot (reconstruction required)
- i. Provide finish floor elevations per local code

### **3.9 Pre-Construction Conference**

A pre-construction conference must be conducted for all units in the project.

## **4.0 Grant Amount/Agreements**

The maximum amount of assistance under the program shall be based upon HUD's published Section 234 elevator type limits at the time the assistance is received. The minimum of HOME investment funds to be used is \$1,000 per unit, however; if the assistance does not result in a beneficiary, Recipient will be required to repay the funds spent to MHC using non-federal funds.

Grant agreements must be executed between the Recipient and the homeowner to include, but not limited to, the following specific information:

- a. size of the household
- b. names and ages of all household members
- c. income of all household members
- d. homeowner(s) understanding of demolition in the case of reconstruction
- e. eligibility requirements

## **5.0 Contracting**

**5.1 All construction contracts for reconstruction, replacement or rehabilitation must be executed between homeowners and contractors.**

**The Chief Elected Official must resolve contractor/Administrator/Homeowner issues.**

**5.2 Contracting Shall Be Done on Sealed Bid Basis**

The grant administrator shall prepare bid packages and assist homeowners in securing bids. The Recipient shall review all bids and determine whether they are reasonable and address all the work to be completed. Bids must be awarded to the lowest most responsible bidder. Multi-service contracts are prohibited.

**5.3 Contractor Eligibility**

To be eligible to bid on a contract in the project, contractors must submit information to the Recipient for review of qualifications. At a minimum, contractors must provide the following:

- a. Mississippi Residential Builders License (Rehabilitation Licenses only NOT acceptable)
- b. Current Financial Statement
- c. Two (2) references for contracted work within the previous 12 months, the amount of each contract, and the type and quality of work performed under each contract.
- d. Available line of credit for contractor to perform the duties as indicated in the contract. HOME funds are released upon satisfactory completion of work performed. The Recipient should make a sound decision to determine if the contractor has the capacity and financial stability to conduct the job which is bid on.
- e. Two (2) credit references; financial institution and a building material supplier.



- f. Certificate of liability insurance and worker's Certificate of Responsibility.
- g. Not debarred, suspended, licenses revoked, or on Limited Denial Participation List
- h. Registered at [www.sam.gov](http://www.sam.gov) in good standing.
- i. List of current job.

#### **5.4 Change Orders**

All change orders to the original bid specifications require the approval of the MHC Contract Inspector, the signature of the homeowner(s), contractor, elected official, project administrator, and MHC's program manager. **Change orders must be submitted to the MHC Housing Inspector for review and approved by MHC's Program Manager prior to work being performed. MHC has the right to request further justification.** Any work performed prior to approval may be in jeopardy of being the responsibility of the Recipient if MHC does not issue approval of the request and the availability of funding. MHC may require at any time a detailed cost breakdown and invoices to support approval of a change order.

#### **5.5 After-Rehabilitation Value Limits**

24 CFR 92.254(a)(2)(iii) of the Final Rule published on July 24, 2013, established the new value limits for HOME . Section 215(a) of the National Affordable Housing Act (NAHA) requires that initial after-rehabilitation value not exceed 95 percent of the area median single-family housing.

#### **5.6 Payments**

Reconstruction request for payments shall be made at the time of inspections: foundation (25%), framing (50%), and completion (100%) OR foundation (33%), framing (33%), and completion (34%). The date of the final inspection is the date on which the one-year warranty required by the contractor begins. At which time, the homeowner may occupy the property, and all warranty documentation must be given to the homeowner. Failure to adhere to this process may result in concerns noted in the monitoring report and repayment of grant funds from non-federal sources.

Rehabilitation request for payments can be made at 50% half completion and 100% completion or as a one-time payment. The payment schedule must be established prior to signing the contractor's contract. The date of the final inspection is the date on which the one-year warranty required by the contractor begins.

Payment disbursement for Manufactured Homes will be allowed for the purchase of the unit, by submitting a copy of the bill of sale and the remainder of the funds disbursed upon final inspection and submission of a copy of the homeowner's title issued by the Department of Revenue, State of Mississippi.

Upon satisfactory completion of the work, the Contractor shall deliver all warranty information to the homeowner and Recipient. The homeowner will sign a written acceptance of the work completed.

## **6.0 Residential, Anti-Displacement Temporary Relocation Assistance Plan**

The Recipient should make every effort not to displace eligible HOME applicants. Any displacement or temporary relocation must be indicated in the application for HOME funds, this is very crucial because funding may not be available for payment of these expenses incurred by the homeowner. A document must be signed certifying that homeowners are aware of the requirement and options.

## **7.0 Integrated Disbursement and Information System (IDIS)**

The (Recipient) shall designate a contact person and (1) alternate who will be authorized to sign cash request for funds to be drawn. The grant administrator will submit all project set-ups, revisions, and completion reports to MHC. All copies will be maintained in applicants' files. The grant administrator will submit all other forms and reports required to implement the project. The Recipient is responsible for maintaining HOME project files at their official place of conducting business for at least five (5) years after the date of the close-out letter.

**HOMEOWNER REHABILITATION POLICIES, PROCEDURES, AND GUIDELINES  
ADDENDUM**

Applicant: \_\_\_\_\_ Contract #: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip Code: \_\_\_\_\_

Be it resolved, copies of said Policies, Procedures, and Guidelines for the HOME Homeowner Rehabilitation Program be attached hereto and appended to these minutes.

So, resolved on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2024/2025

\_\_\_\_\_  
Name and Title of Authorized Official

Attest:

\_\_\_\_\_

## **CONTRACT AMENDMENTS, BUDGET MODIFICATIONS and CONTRACT EXTENSIONS**

Recipients must receive approval prior to making commitments to contract amendments, modifications, or extensions. Recipients must submit correspondence and documentation associated with the request, signed under the original signature of the chief elected official or other authorized signatory, supporting the need for the change(s).

### **Extension Requests**

Requests for extension of any benchmark must be reviewed and approved by the Federal Grants Loan/Grants Committee. For consideration of an extension, grant recipients must submit a letter to MHC requesting an extension for a specified period, a detailed explanation of why the extension is needed, a workout plan (if applicable), and a revised project timeline. All requests for extensions must be submitted prior to the benchmark's deadline date.

**The Recipient must explain in detail the reason for requesting a contract extension and provide a revised timeline to indicate activities taking place, activities underway, and completion of all activities.**

Request for budget modifications must be accompanied by a proposed budget. MHC will prepare the necessary final documents for review and signature by the Recipient if the change is allowed. The Recipient is required to submit the request signed by the Chief Elected or other authorized signatory accompanied by the following supportive documentation:

<b>Contract Amendments</b>	<b>Budget Modifications</b>	<b>Contract Extensions</b>
Reason for request in detail	Reason for request in detail	Reason for request in detail
Individual Work Activity Description	Budget Modification Worksheet	Project Completion Timeline
	Budget Form(s)	

Once all parties have received copies of the executed revised contract documents, the activity may proceed. The Recipient will be notified in writing when the State cannot approve a proposed revision.

### **Instructions:**

#### **Contract or Scope of Work Amendment**

If approved, an amendment to the original contract will be prepared in duplicate by MHC and submitted to the Recipient for signature. Amendments may include the following: changing the project or service area, establishing new work activity, or changing special conditions of the contract. Some changes to the original contract may require the re-evaluation of the application which could result in the de-obligation of funding.

Required forms to be submitted to MHC with request for change:

1. Contract Amendment – Individual Work Activity Description
2. Special condition amendment signed by the appropriate official
3. For amendments which change the project or service area, it is required that a detailed project area map, inclusive of the original project area and proposed area be submitted accompanied by the appropriate and completed forms.

## **Contract Amendment and Budget Modification**

If approved, a modification of the contract budget will be prepared in duplicate form by MHC and submitted to the Recipient for signature. Modifications may include such instance as funds being transferred among budgeted categories (activity) and among line items under budgeted activities. Some changes to the original contract may require the re-evaluation of the application which could result in the de-obligation of funding.

The following modifications require written approval from MHC:

- A. Creating new budget line items
- B. Expanding or decreasing project activities (scope of work)
- c. Request for additional funds.

Required documentation for Request for Change:

- 1. Budget Modification Worksheet
- 2. Budget form(s)

**Note: MHC must approve any changes to the original budget prior to local action. Failure to have approval may result in an ineligible activity which may result in the repayment of grant funds.**

# CONTRACT AMENDMENT

## BUDGET MODIFICATION WORKSHEET

Recipient: \_\_\_\_\_

Contract Number: \_\_\_\_\_

**NOTE:** List HOME Funds where changes are requested.

Activity	Current Budget	Proposed Budget	Change (+ -)
	<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL</b>
	\$	\$	\$

Comments:

## **REQUESTS FOR CASH**

Invoices, including inspection reports when applicable, must accompany Request for Cash in order to pay for services rendered. Inspections must be performed and passed prior to release of any funds to the contractor for services rendered. Final request for payment to contractor on manufactured homes may not be released until a Certificate of Origin is provided to the homeowner with a copy submitted to MHC.

Funds are requested by using the Request for Cash and Consolidated Support Sheet designed specifically for the homeowner rehabilitation program. Request must be submitted on the forms indicated, and accurately completed, otherwise, the request will be returned to the Recipient, no exception.

MHC will abide by Mississippi Code §31-7-305, which allows for the processing of cash request within forty-five (45) days of receipt. MHC staff will process request for cash once all information has been verified and is approved for payment.

Drawdowns should be made only in the amounts necessary to meet **current** disbursement needs for completed work. A zero balance must be maintained **within fifteen (15) days of the deposit of HOME funds. Funds not expended within the fifteen (15) days will result in a monitoring finding in accordance with 24 CFR 92.502(c)(2).**

**HOME funds expended for an activity that is terminated before completion, either voluntarily or otherwise, constitutes an ineligible activity and HOME funds invested must be repaid to MHC in accordance with 24 CFR 92.503 (b).**

## **REQUEST FOR CASH INSTRUCTIONS**

### **Section A: General Information**

Recipient's Name / Address / Telephone Number

### **Section B: Project Information**

Contract Number / Request Number

- Enter the contract number as shown on the budget of the grant. Enter the request number.
- Services Rendered Dates – ACTUAL date(s) of invoices submitted

### **Section C: Request per Activity**

- Activity
  - Enter each activity as shown on the budget of the grant by which funds are to be paid
- Budget Amount
- Total Prior Request to Date
  - Enter the cumulative amount of federal funds received and any amounts in-transit per activity.
- This Request
  - Enter the amount of federal funds currently being requested per activity.
- Remaining Balance
  - Enter the balance of federal funds available to be requested per activity.
- Signature of Authorized Official
  - Only the authorized official as indicated by signatory letter may sign the Request for Cash.
- Typed Name and Title of Authorized Official
- Date Signed
- Prepared by
- Preparer's Telephone Number
- Date Prepared
- The Request for Cash should be mailed to:
  - Mississippi Home Corporation
  - Attn: Jackie Cobbins
  - 735 Riverside Drive
  - Jackson, Mississippi 39202



## **CONSOLIDATED SUPPORT SHEET**

The Request for Cash Consolidated Support Sheet is an essential element of the Request for Cash process. The support sheet serves as a document to report cost incurred and is included in the present Request for Cash. Completed Consolidated Support Sheets are to be submitted each time a Request for Cash is submitted. Cost reported must be the amount requested and disbursed. Request for Cash will not be processed if the Consolidated Support Sheet is not attached, signed, and completed correctly. In the event the Consolidated Support Sheet is not attached or is not completed correctly, the Request for Cash will be returned to the Recipient and must be re-submitted when completed or corrected. A copy of the request and support documentation must be retained in the Recipient's file.

## **CONSOLIDATED SUPPORT SHEET INSTRUCTIONS**

### **General**

- Program / Recipient / Request for Cash Number / Contract Number / Total Amount Requested
  - Enter the Program, Recipient's name, request for cash number, contract number, and total amount requested
- Line Item
  - Enter all line items for each activity as shown on the budget of the grant
- Vendor Name
  - Enter the vendor's name for each line item
- Total Invoice
  - Enter the total amount as indicated on the invoice for each line item
- Amount of This Request
  - Enter the amount included on this request for cash
- Match Share
  - Enter the amount of match funds to be used towards each line item
- Amount Budgeted
  - Enter the total amount budgeted for each line item
- Amount Requested to Date
  - Enter the amount requested to dated
- Balance
  - Enter the balance of each line item
- Services Rendered Dates
  - Enter the beginning and ending date of which services were rendered
- Cumulative Expenditures
  - Enter the cumulative amount of funds expended, including this request
- Signature and Typed Name and Title of Authorized Official
  - Enter the name of the authorized official authorized to sign the Request for Cash. This is the same official who signed the contract or the approved authorized signatory official
- Prepared By/Preparer' Telephone Number
  - Enter the person's name and telephone number preparing the Request for Cash

**Elected Officials must be bonded according to Mississippi State Law, Mississippi Code of 2010 Section 19-3-5 and Mississippi Code 2015 Section 21-9-21.**

**Recipient must maintain a Disbursement Journal in accordance with 24 CFR 85.20 (b) (4) and 24 CFR 92.505 (a). Failure to maintain this information will result in a monitoring finding.**

# Request for Cash Form

## Mississippi Home Corporation Request for Cash

Program: HOME Homeowner Rehabilitation Program

Section A: General Information		Section B: Project Information		
Recipient		Grant No.	Contract No.	Project No.
Mailing Address				Request No.
Street Address		Services Rendered		
City, State Zip		From	To	
Telephone No.			Thru	MHC Staff Initials

Section C: Request Per Activity						
	Activity Description	Budget Amount	Total Received to Date	This Request	Remaining Balance	Activity Numbers
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
	Total:					

Required Accomplishment Narrative: (Please provide a brief update on this project.)

I Hereby Certify That (a) the services covered by this request have not been received from the Federal Government/State Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Hereby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations. **By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).**

Is this your final request for cash on this contract?	YES	<input checked="" type="checkbox"/>	NO	
Signature of Authorized Official	Date Signed	Prepared By	Date Prepared	
Typed Name and Title of Authorized Official		Preparer's Telephone No.		

**To be completed by MHC Authorized Official**

APPROVED BY: _____	Signature, Authorized MHC Representative	DATE: _____			
AUTHORIZED BY: _____	Signature, Authorized MHC Representative	DATE: _____			
IDIS APPROVED BY: _____	Signature, Authorized MHC Representative	DATE: _____			
IDIS Voucher Number	Vendor Number	Issue/Series	Fund/Sub-Fund	Servicer	

**Mississippi Home Corporation  
Consolidated Support Sheet**

Program: Homeowner Rehabilitation  
 Recipient:  
 Request for Cash Number:

Contract Number:  
 Total Amount Requested: \$0.00

IDIS #	Line Items	Vendor	Invoice #	Total Invoice	Amount of This Request	Match	Amount Budgeted	Total Received to Date	Balance
	Application Fee								\$0.00
	<b>Total Administration</b>			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Home #1									\$0.00
									\$0.00
									\$0.00
Home #1				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Home #2									\$0.00
									\$0.00
									\$0.00
Home #2				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Home #3									\$0.00
									\$0.00
									\$0.00
Home #3				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Home #4									\$0.00
									\$0.00
									\$0.00
Home #4				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Home #5									\$0.00
									\$0.00
									\$0.00
Home #5				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
								\$0.00	

I Herby Certify That (a) the services covered by this request have not been received from the Federal / State Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Herby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Prepared By

\_\_\_\_\_  
Typed Name and Title of Authorized Official

\_\_\_\_\_  
Preparer's Telephone No.



## **NOTICE TO PROCEED – HOMEOWNER REHABILITATION**

Upon the receipt of all required documentation, a Notice to Proceed will be issued granting permission to move forward with construction. Any construction that begins prior to the issuance of the Notice to Proceed will be ineligible for HOME funds.

### **HOMEOWNER REHABILITATION NOTICE TO PROCEED CHECKLIST**

Subrecipient: \_\_\_\_\_ Grant #: \_\_\_\_\_

Homeowner's Name: \_\_\_\_\_ Address: \_\_\_\_\_

- \_\_\_\_ Title Opinion
- \_\_\_\_ Survey, if applicable
- \_\_\_\_ Copies of all construction bids
- \_\_\_\_ Bid Tabulation
- \_\_\_\_ Contractor's License
- \_\_\_\_ Contractor's Clearance from [www.sam.gov](http://www.sam.gov)
- \_\_\_\_ Subrecipient/Homeowner Contract
- \_\_\_\_ Homeowner/Contractor Contract
- \_\_\_\_ Asbestos Report
- \_\_\_\_ Lead Based Paint Report, if applicable
- \_\_\_\_ Update Activity Completion Schedule
- \_\_\_\_ Updated Budget

## **HOME REGULATIONS**

### **1 – Property Standards**

24 CFR Part 92.251(a)(2) requires all HOME assisted housing meet all applicable state and local housing quality standards and code requirements. MHC requires three (3) inspections : foundation, framing, and final. These must be performed by a Mhib New Home (NH) designation for licensed inspectors. Funds are drawn according to work that has been completed and specified in contractual agreements as indicated in the Disbursement Schedule below.

### **2 - Project Disbursement and Information System**

#### **a. Project Set-up**

Complete project information is required to be entered at the time of project set-up. An activity which has been committed for 12 months without an initial disbursement of funds may be canceled according to 24 CFR Part 92.502(b)(2). It will be the responsibility of the Recipient for any work that has been performed in the case where an activity has been canceled by the U. S. Department of Housing and Urban Development.

#### **b. Disbursement of HOME Funds**

Upon receipt of the Grant Agreement by the Recipient, funds for application preparation may be drawn in the amount as indicated in the budget. If these funds have been funded from a separate year from the Homeowner Rehabilitation funds, then a Close-Out Package must be submitted with the Request for Cash drawing these funds down.

#### Draw Requests

Grant recipients are required to submit a draw schedule for each project. MHC will allow for the following draws:

#### Reconstruction

Payment 1 33% Foundation – 33% project completion and approved inspection

Payment 2 33% Black-in – 66% project completion and approved inspection

Payment 3 34% Completion – 100% project completion and final approved inspection

#### Rehabilitation

Payment 1 – 50% project completion and approved inspection

Payment 2 – 100% project completion and final approved inspection

<b>Activity Delivery Costs – Administration</b>	<b>Amount Allowed Per Unit Reconstruction/Rehabilitation</b>	<b>Amount Allowed Per Unit - Manufactured Homes (Replacement Only)</b>
Environmental Clearance	\$700	\$700
Notice to Proceed	\$700	\$700
25% progress	\$1500	\$0
50% progress	\$1500	\$2250
100% completion	\$1500	\$2250
Monitoring	\$800	\$800
Acceptable Close-Out	\$800	\$800

<b>Activity Delivery Soft Costs</b>	<b>Amount Allowed Per Unit Conventional Homes</b>	<b>Amount Allowed Per Unit - Manufactured Homes</b>
Asbestos Inspection	Up to \$800	Up to \$800
Lead Based Paint Inspection	Up to \$800	
Legal – Professional Service	\$500	\$500
Deed Restriction Recording	Up to \$50	Up to \$50
Survey	Up to \$800 N/A for rehabilitation activities	Up to \$800

HOME funds drawn from the United States Treasury account must be expended for eligible costs within 15 days according to 24 CFR Part 92.502(c)(2). Any funds that are drawn down and not expended for eligible costs within 15 days of the disbursement must be returned to MHC for deposit in the HOME Investment Trust Fund. Non-compliance with this regulation will result in a monitoring finding, which may result in repayment of funds from non-federal sources.

Project completion data must be entered into IDIS as soon as the reconstruction/rehabilitation and final inspections are completed. 24 CFR Part 92.504(a) states that PJs are responsible for managing day to day operations of its programs and if satisfactory project completion data is not entered, HUD may suspend further project set-ups or take other corrective actions. This is provided in HOME fires – Vol. 6 No. 1, August 2005.

### **15-Month Project Completion Status Certification**

Grantee Recipients are required to submit a 15-Month Project Completion Status Certification (“Certification”) by the 15<sup>th</sup> day following the end of the 15<sup>th</sup> month from the date of the Written Agreement. The Certification includes a calculated Completion Score that is based on the Grantees’ progress in achieving all benchmarks. Failure to submit the Certification and required documentation by the deadline date will cause the Grantee to be out of compliance with the Homeowner Rehabilitation Program.

## **MONITORING/CLOSE-OUTS/RECORD RETENTION**

### **MONITORING**

HOME projects are monitored in order to ensure that the Sub-Recipient is following regulations found at 24 CFR Part 92, HOME rules, and other requirements. The Program Manager will consult with the Sub-Recipient or a Representative to schedule a time to conduct the monitoring visit. Written notification will then be sent to the Sub-Recipient of the mutually agreed upon time and location.

The monitoring will consist of the following areas:

- Environmental
- Citizen Participation
- Fair Housing/Equal Opportunity
- Financial Management
- Procurement
- Section 3
- Other applicable areas

Upon completion of the monitoring visit an Exit Conference will take place and the Recipient and/or its representative will be informed of any preliminary concerns/findings. Once the monitoring report has been prepared and reviewed by all necessary MHC Staff, a monitoring report will be mailed to the Recipient. If findings/concerns are noted, actions taken will be indicated and the Recipient must respond accordingly. Upon receipt of an acceptable response to findings/concerns, the Recipient will receive a satisfactory monitoring finding response. Otherwise, if no findings and/or concerns a satisfactory monitoring report will be issued, and the project is ready to move forward with closing for closing.

### **Project Close Out**

Subrecipients must complete and submit a closeout package to MHC to determine that all applicable administrative actions and all required work on the project has been completed. The subrecipient is responsible for ensuring an orderly and timely phase-out of the project. The subrecipient must also ensure that the financial settlements of the subcontractors and vendor claims have been satisfied. Three copies of the closeout package bearing the original signature of the designated signatory official are due to MHC within thirty (30) days after completion of the project.

According to 24 CFR Part 92.502(d)(1), the overall project completion information must be entered into the disbursement and information system within 120 days of the final project drawdown. If satisfactory project completion information is not provided, HUD may suspend further project set-ups or take other corrective action. At this time, the Subrecipient must submit to MHC a Close-Out Package.

The close-out is the process by which MHC determines that all applicable administrative actions and all required work on the project have been completed. Each Subrecipient is responsible for ensuring an orderly and timely phase-out of projects. The Subrecipient must also ensure that the financial settlement of the subcontracts and vendor claims has been satisfied.



One close-out package bearing the original signature of the designated signatory official is due to MHC within thirty (30) days after completion of the project or sixty (60) days from the termination date of the grant agreement. MHC will retain the original signed close-out package with a copy provided to the Subrecipient along with a Transmittal Letter indicating the project has been successfully closed and the date in which the affordability period for each activity will be satisfied.

## **RECORDKEEPING**

Regulations 24 CFR Part 92.508 requires Recipients to establish and maintain sufficient recordkeeping. Records must always be maintained on site of the Recipient location. Project files must be retained by the Recipient for five (5) years after the period of affordability has been satisfied. **Failure to maintain an adequate system as determined by MHC staff will result in a monitoring finding.** The system must be at least the equivalent of the files as listed below.

**Recipient** \_\_\_\_\_

**Contract Number** \_\_\_\_\_

### **APPLICATION**

\_\_\_ Full application as submitted to MHC

\_\_\_ Additional information submitted

### **CITIZEN PARTICIPATION**

\_\_\_ Proofs of Publication of Public Hearing Notices (application/implementation)

\_\_\_ Public Hearing rosters and minutes signed by the chief elected official

\_\_\_ General public correspondence

### **CONTRACT**

\_\_\_ Award letter

\_\_\_ Executed contract

\_\_\_ Correspondence concerning contract conditions

\_\_\_ Contract modifications and letters of approval

### **GENERAL CORRESPONDENCE**

\_\_\_ General correspondence

\_\_\_ State general correspondence/memorandums

### **ENVIRONMENTAL REVIEW RECORD**

\_\_\_ Copy of "Environmental Review Record"

\_\_\_ Notice of Environmental Clearance

\_\_\_ Letter of Clearance from the Mississippi Department of Archives and History

\_\_\_ Determination of Categorical Exclusion

\_\_\_ Determination of Exemption

\_\_\_ Copies of notices disseminated to EPA offices in Washington, D.C. and Atlanta, Georgia (if applicable)

## **FINANCIAL MANAGEMENT**

- \_\_\_\_\_ Authorized Signature Letter
- \_\_\_\_\_ Requests for Cash and Consolidated Support Sheet
- \_\_\_\_\_ General Ledger and Cash Receipt and Disbursements Journal
- \_\_\_\_\_ Invoices, pay estimates, receipts of payments of program costs
- \_\_\_\_\_ Documentation of Program Income (if applicable)
- \_\_\_\_\_ Documentation of elected officials' bonding

## **PROCUREMENT**

- \_\_\_\_\_ Proofs of Publication of Requests for proposals/bids
- \_\_\_\_\_ Written Selection Procedures
- \_\_\_\_\_ Proof of Solicitations for proposals/bids
- \_\_\_\_\_ Proposals/bids received
- \_\_\_\_\_ Evaluations of proposals/bids received including bid tabulations
- \_\_\_\_\_ Written statements of acceptance of proposals/bids
- \_\_\_\_\_ Executed contracts for all services performed
- \_\_\_\_\_ Federal Tax Identification Numbers for Administrators, Contractors, and Inspectors
- \_\_\_\_\_ Copies of notification of procurement Requests for Proposals to the Mississippi Procurement Technical Assistance Program (MPTAP)

## **FAIR HOUSING/EQUAL OPPORTUNITY**

- \_\_\_\_\_ Documentation of low or very low-income beneficiaries
- \_\_\_\_\_ Documentation of total number of heads of households, minorities, handicapped, elderly and children who are beneficiaries
- \_\_\_\_\_ Adopted Affirmative Marketing Plan
- \_\_\_\_\_ Contractor/Subcontractor Activity Reports
- \_\_\_\_\_ Documentation of minority/female business solicitation
- \_\_\_\_\_ Fair Housing Posters displayed in English/Spanish version and in Vietnamese where this population is present at Recipient general area of conducting business, construction site (for multi-family rental), and participating lender for financial institutions.

## HOMEOWNER REHABILITATION

- \_\_\_\_\_ Copy of Adopted Policies and Procedures
- \_\_\_\_\_ Special Conditions Clearance Documentation
- \_\_\_\_\_ Authorized Signatory Letter
- \_\_\_\_\_ Master List of all dwellings with names and addresses
- \_\_\_\_\_ Individual case files for each dwelling must include the following:
  - \_\_\_\_\_ Homeowner Application
  - \_\_\_\_\_ Documentation for Ineligible Homeowners (if applicable)
  - \_\_\_\_\_ Project Set-up/Revision/Completion Report/Lead Based Paint Checklist Form for each unit
  - \_\_\_\_\_ Written Agreement between Recipient/Homeowner
  - \_\_\_\_\_ Verification of Income and Part 5 Income Calculation Worksheet
  - \_\_\_\_\_ Citizenship Verification, if applicable
  - \_\_\_\_\_ Title Work
  - \_\_\_\_\_ All documentation related to bidding and procurement for contractor and other services
  - \_\_\_\_\_ Written agreement between Homeowner/Contractor
  - \_\_\_\_\_ Lead Based Paint Documentation (if applicable)
  - \_\_\_\_\_ Asbestos Inspection (if applicable)
  - \_\_\_\_\_ Notice to Proceed and Required Documentation
  - \_\_\_\_\_ Inspection Reports
  - \_\_\_\_\_ Change Orders (if applicable)
  - \_\_\_\_\_ All invoices and release of liens and warranty
  - \_\_\_\_\_ Homeowner's Acceptance Form
  - \_\_\_\_\_ Builder's Warranty and Notification Letter

Upon completion of rehabilitation activities (including PASSING of the final inspection), the Homeowner Acceptance Form should be executed along with the Builders Warranty and Notice of Expiration of Builder's First Year of Warranty

\_\_\_\_\_ After-Rehabilitation Value

\_\_\_\_\_ Written complaints, resolution, and correspondence

### **SECTION 3**

\_\_\_\_\_ Section 3 requirements for residents and businesses

### **CLOSE-OUT**

\_\_\_\_\_ Copy of fully executed Close-out Package

\_\_\_\_\_ Copy of Transmittal Letter from MHC indicating project has been closed out

### **AUDITS**

\_\_\_\_\_ Audit for each year included in grant period

\_\_\_\_\_ Evidence clearing all audit exceptions

Recordkeeping is essential to the implementation of the HOME Program.

Documentation must be retained for all activities and proper recording of information in the grantees Minute Books.

## **GENERAL AREAS OF COMPLIANCE**

### **ENVIRONMENTAL REVIEW REQUIREMENTS**

Federally assisted projects are subject to a variety of environmental requirements. Therefore, an environmental review (ER) must be submitted to the Environmental Impact Officer within four (4) months of receiving a reservation of HOME funds letter. Applicants should be familiar with these requirements and are strongly encouraged to discuss any questions they have with the Environmental Impact Officer

All HOME-assisted projects shall be implemented under environmental review statutes, executive orders, and regulations as defined in 24 CFR 50.4 and 58.6.

1. Applying for HOME funds triggers environmental review requirements under 24 CFR Part 58, including the National Environmental Policy Act (NEPA). Once an application for federal funds is submitted, a project proposal is now subject to the environmental review requirements and requires an environmental clearance and issuance of a Request for Release of Funds (RROF), as applicable, by HUD.
2. The applicant shall be responsible for conducting the environmental review or hiring a consultant to assist with completing all necessary public notifications, and the RROF. The applicant is responsible for cooperating with MHC in the environmental review process and providing information necessary for the Environmental Impact Officer to fulfill its responsibilities under Part 58 and other applicable regulations.
3. Applicants are prohibited from undertaking, committing, or expending any funds (including non-federal funds) to any physical or choice-limiting actions on the site before an environmental clearance as required by Part 58. Physical and choice-limiting actions include but are not limited to, property acquisition, demolition, movement, rehabilitation, conversion, repair, or construction. This prohibition applies regardless of whether federal or non-federal funds are used and taking a choice-limiting action before completion of the required environmental clearance process will result in the denial of any HOME funds from MHC.

### **MINORITY BUSINESS ENTERPRISE & WOMEN BUSINESS ENTERPRISE (MBE/WBE) PLAN**

Recipients must maintain an MBE/WBE plan that demonstrates marketing and solicitation of MBE/WBE businesses and contractors for the construction of the project. Contracts awarded and payments made to MBE/WBE businesses and contractors must be reported quarterly during the construction phase.

## **AFFIRMATIVE FAIR HOUSING MARKETING PLAN (AFHMP)**

The purpose of the AFHMP is to help applicants offer equal housing opportunities regardless of race, color, national origin, religion, sex, familial status, or disability. The AFHMP helps owners/agents (respondents) effectively market the availability of housing opportunities to individuals of both minority and non-minority groups that are least likely to apply for occupancy. Affirmative fair housing marketing and planning should be part of all new construction, substantial rehabilitation, and existing project marketing and advertising activities.

All owners and management entities of special needs housing developments are required to demonstrate continuous marketing efforts to serve the targeted special needs population elected. The application package must include (a) a marketing plan that identifies how the development will market to the targeted population; and (c) a comprehensive service plan that identifies each supportive service to be provided, the location of the services, the anticipated service provider for each service and their experience in providing service to the targeted population.

### **SECTION 3**

The purpose of Section 3 is to provide economic opportunities, particularly employment, generated by HUD-assisted development activity to low- and very low-income persons. Projects of housing rehabilitation, housing construction, and other public construction projects exceeding \$200,000 in HUD funding are subject to the requirements of Section 3 of the Housing and Community Development Act of 1968 as outlined in 24 CFR 75.

Projects subject to Section 3 are required to take steps to achieve HUD-specified benchmarks (and maintain records and provide reporting) on total labor hours worked including by eligible “Section 3 workers” (25% of total labor hours) and by “Targeted Section 3 workers” (5% of total labor hours). Note that the Section 3 regulations were comprehensively updated in 2020. HUD continues to provide guidance and training on the updated requirements. More information is available on the HUD Exchange’s Section 3 page ([Section 3 - HUD Exchange](#)). [Section 3 report must be submitted quarterly during the construction phase.](#)

### **BUILD AMERICA, BUY AMERICA (BABA)**

The Build America, Buy America Act (BABA) requires that all iron, steel, manufactured products, and construction materials used for federally funded infrastructure projects are produced in the United States, unless otherwise exempt or subject to an approved waiver. This requirement is known as the “Buy America Preference (BAP)” and the specific requirements are codified in 2 CFR § 184.

Products covered under the BAP include:

1. Iron and steel: The cost of the iron and steel content exceeds 50% of the total cost of all the item’s components. All manufacturing processes, starting from the initial melting stage and continuing through the application of coatings, must occur in the United States.
2. Construction materials: All manufacturing processes for the construction material must occur in the United States.

- a. Specifically Listed Construction Materials: Items include (1) non-ferrous metals; (2) lumber; and (3) plastic- and polymer-based composite building materials, pipe, and tube.
  - b. Not Listed Construction Materials: Items include (1) all other plastic- and polymer-based materials (such as polymers used in fiber optic cables), (2) glass, (3) fiber optic cable, (4) optical fiber, (5) engineered wood, and (6) drywall.
3. Manufactured products: Manufactured products must meet two production requirements. First, the final product must be manufactured in the United States. Second, at least 55% of the cost of the components making up the manufactured product must be associated with components that were mined, produced, or manufactured in the United States. Includes articles, materials, or supplies that have either been:
    - a. Processed into a specific form or shape, or
    - b. Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

Products should be classified into just one of these categories. The classification must be made based on the product's status when brought to the work site. BAP will apply to all HOME project committed on or before August 23, 2024.

## **PROCUREMENT**

A subrecipient must ensure that awards are not made to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" (24 CFR 85.35).

Procurement policy for the HOME Investment Partnerships Program as administered by Mississippi Home Corporation is governed by 24 CFR Part 85 (Common Rule) and 2 CFR Part 200 and applicable state laws and regulations. Hand delivered bids must be date stamped, time recorded when bid was received, and initials of submitting and receiving parties. This documentation must be maintained in the project file for monitoring purposes. Any hand delivered bid received without the aforementioned information shall be deemed an unacceptable submission. The only exception to the rule would be in cases where bids are submitted via FedEx, UPS, USPS, or other similar carrier. In these cases, the recipient would identify the carrier, stamp date received from carrier, record time received from carrier, then initial.

All bids must be opened at the Sub-Recipient's official place of business. Sub-Recipients must be very mindful in the proper procedure for awarding bids to the lowest in price (24 CFR Part 85.36(d)(2)(ii)(D), handling equal bids, dealing with minor informalities (this must be well documented in the project file), rejection of bids (according to 24 CFR part 85.36(b)(9), and withdrawal of bids.

These policies and instructions may be modified periodically in response to changing state laws or program conditions. The following procurement standards based upon current state law and 24 CFR Part 85 are currently in effect.



## **Methods of Procurement**

**SECTION 1 Section 31-7-13, Mississippi Code of 1972, is amended as follows:**

### **SMALL PURCHASES**

Bidding procedure for purchases not over \$5,000.00

Purchases which do not involve an expenditure of more than \$5,000 exclusive of freight or shipping charges may be made without advertising or otherwise requesting competitive bids.

#### **1. Supplies and Nonprofessional services \$0 - \$5,000**

- B. Contact **at least** two (2) vendors by **phone** to get price quotes
- C. Vendor documentation: (Specifications)
  - Name of firm
  - Firm's address and phone number
  - Name of Contact Person
  - Date and Time
  - Price Quoted

#### **2. Supplies and Nonprofessional services \$5,000 - \$25,000**

- A. Contact **at least** two (2) vendors to get written price quotes
- B. Vendor documentation: (Specifications)
  - Name of firm
  - Firm's address and phone number
  - Name of Contact Person
  - Date and Time
  - Price Quoted

### **COMPETITIVE PROPOSALS**

#### **3. Professional Service Providers ( RFP'S)**

- Consultants/Administrators
- Architects/Engineers
- Environmental (Lead Paint & Asbestos)
- Legal/Attorney
- Appraisals

**Professional Service Providers** – Advertising must be published at least **ONCE** in a newspaper of general circulation and actively solicited by certified, return receipt mail

Documentation of written technical requirements for services required, proof of publication of RFP, proof of solicitations, written technical evaluations of proposals to include cost analysis, minutes showing observation of date/time opening requirements, and proof of Mississippi Contract Procurement Center (MCPC) notification.

## **Architectural/Engineering Procurements**

Sub-recipients may use competitive proposal procedures for qualifications-based procurement of **architectural/engineering** services whereby competitors' qualifications are evaluated, and the most qualified competitor is selected (24 CFR 85.36(4)(B)(v)). The same basic requirements utilized in competitive proposals apply with the following exceptions:

**PRICE** may not be utilized as a factor in the Request for Proposal for **Land Surveyors or Engineering Services**. Once a responsible offeror has been determined, the sub-recipient may then negotiate fair and reasonable compensation. If unable to reach an agreement with the most qualified, negotiate with the second ranked offeror.

"Cost plus a percentage of cost" or "percentage of construction cost" (estimated or actual), contracts are prohibited.

**Mississippi Contract Procurement Center** -- State law requires state agencies and sub-recipients to send to the Mississippi Contract Technical Assistance Program a written notice of procurements in excess of \$15,000, simultaneously with sending "Request for Proposals" or "Invitations for Bid" to the newspaper. The address is as follows:

MISSISSIPPI CONTRACT TECHNICAL ASSISTANCE PROGRAM  
501 N. West Street  
JACKSON, MISSISSIPPI 39201  
(601) 359-3448  
[mptap@mississippi.org](mailto:mptap@mississippi.org)  
[www.mississippi.org/mptap](http://www.mississippi.org/mptap)

**Minority/Women Business Enterprises** – Sub-recipients are encouraged to solicit Minority Business Enterprise and Women Business Enterprise participation and utilization.

#### **4. SEALED BIDS**

Advertise **ONCE** each week for **two (2) consecutive weeks** in the local newspaper

Proof of Publication

##### **Requirements:**

Date, time and location to secure plans and specs

Deadline date, time, and location to submit sealed bid

Submit copy to MS Procurement Technical Assistance Program (MPTAP)

MPTAP Confirmation

Solicit MBE/WBE

**Procurement by sealed bids (formal advertising)** - Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction if the following conditions apply:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (v) Any or all bids may be rejected if there is a sound documented reason.

## 5. **OPENED SEALED BIDS**

**The date as published for the bid opening shall not be less than:**

- 7 days for non-construction activities
- 15 days for construction activities

## 6. **NONCOMPETITIVE PROPOSALS**

- The item is available only from a sole source;
- The public emergency for the requirements will not permit a delay resulting for competitive solicitation;
- The awarding agency authorizes noncompetitive proposals; or
- After solicitation of several sources, competition is determined inadequate.

**Multi-Service Contracts:** Multi-service contracts are prohibited. The same supplier cannot provide more than one service to a project, e.g., housing inspector and asbestos inspector.

**Bollinger memo:** "The Bollinger Memo" ruling (as it is commonly called), as to the status of Planning and Development Districts in competitive proposals, is still in effect.

# SAMPLE

## REQUEST FOR PROPOSAL TO PROVIDE ADMINISTRATIVE SERVICES

This is a Request for Proposal to provide Administrative Services for the (Sub-Recipient) of HOME Grant for (specific HOME activity).

You are invited to submit a proposal, in accordance with this request, to (the Sub-Recipient), of County/Town/City Hall, \_\_\_\_\_, Mississippi, not later than \_\_\_\_\_ a.m./p.m. local time of (date) \_\_, 20\_\_.

The contract will be awarded to the responsible offeror whose proposal is within the competitive range and determined to be the most advantageous to the (Sub-Recipient), price and other factors considered. The factors to be considered in evaluation of proposals and their relative importance are set forth.

The Administrator shall prepare all the necessary administrative services to properly conduct all activities in the HOME Investment Partnership Grant project through closeout, in accordance with State and HUD prescribed rules, Federal Regulations, policies and State law.

The project includes the following activities \_\_\_\_\_. The contract will be on a lump sum basis.

Those desiring consideration should submit proposals by the time and date stated above and must include the following:

- Qualifications - List of qualifications of each staff person to be assigned to project.
- Experience - Information regarding the experience of the firm. This should include types of projects undertaken.
- Capacity for Performance - Identify the title of staff available to be assigned to provide services.
- Price – Indicate the amount required to conduct the project delivery activities.

All proposals will be rated on the following system (including description and maximum points) to determine the best offeror: Qualifications, Experience, Capacity, and Price totaling one hundred points. Rating factors can be structured in any format of 100.

NOTE: The points assigned to each rating factor must be published in the Request for Proposals (RFPs).

Proposals will be reviewed by the selection committee using the above selection criteria. A written contract will be awarded to the firm whose proposal is within the competitive range and determined by the committee to be the most advantageous to the (Sub-Recipient), price and other factors considered. The contract will include scope and extent of work and other essential requirements. The (Sub-Recipient) reserves the right to reject any and all proposals.

# **APPENDIX**

**MISSISSIPPI HOME CORPORATION**  
**735 Riverside Drive**  
**Jackson, Mississippi 39202**

**Change Order # \_\_\_\_\_**

Project Name/Contract # \_\_\_\_\_ Homeowner's Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

The following change(s) is/are authorized to the above identified Rehabilitation Contract:

Item	Original Cost	Description of Change	Increase/Decrease Cost	Reason for Change
<b>TOTAL</b>				

Initial Contract Amount \$ \_\_\_\_\_

Plus, or Minus Previously Approved Change Orders \$ \_\_\_\_\_

Plus, or Minus Change Order Requested \$ \_\_\_\_\_

Total New Contract Amount \$ \_\_\_\_\_

**Prepared by:** \_\_\_\_\_  
Project Administrator

\_\_\_\_\_  
Date

**Signed:** \_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
MHC Rehabilitation Inspector

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Elected Official

\_\_\_\_\_  
Date

**Approved:** \_\_\_\_\_  
HOME Rehabilitation Officer

\_\_\_\_\_  
Date

**MISSISSIPPI HOME CORPORATION**  
**735 Riverside Drive**  
**Jackson, Mississippi 39202**

**BUILDER'S WARRANTY**

For good and valuable consideration, the undersigned Warrantor hereby warrants to the Owners identified above and to the successors or transferees, all of whom are hereinafter referred to as Owners that:

The building, including appurtenances located on the property identified above, is constructed, or improved in substantial conformity with the drawings and specifications which have been accepted in writing by the homeowner. This warranty applies to all workmanship, materials, and the installation of equipment (including, but not limited to, the heating system, water heater, ranges, and refrigerator).

The Owners shall give written notice to the Warrantor promptly after the discovery of any defective condition. Such written notice must be given to the Warrantor during the period of warranty. The period of warranty shall be one year from the date of final inspection of the reconstructed/rehabilitated unit.

It is agreed and understood that this warranty shall apply only to those defective conditions of which the Warrantor has been given written notice during the period of warranty.

Warrantor further agrees that warrantor will take any necessary actions to correct such defective conditions within \_\_\_\_\_ days of receipt of written notice. If such action is not taken within \_\_\_\_\_ days, the Owner must contact the Chief Elected Official.

If this warranty is signed by anyone other than the Warrantor, the person signing for the Warrantor represents and certifies that the person is authorized to execute same by the Warrantor and by the person's signature the Warrantor is bound under the terms and conditions of this Warranty.

**NOTES:**

- A. The Warrantor must complete three (3) copies except dates, meet with the owner to agree on notification period, sign and give to the Owner when final inspection is conducted. Owner must retain original, one to the contractor, one to the Chief Elected Official, and a copy to Mississippi Home Corporation with the final request for payment.
- B. This warranty shall be required in all cases involving reconstruction or rehabilitation. In addition to the preceding warranty, the following items are covered by a company warranty or guarantee as follows:

Item	Serial & Model Number	Company Name & Address	Number of Years/Months of Warranty
Heating System			
Kitchen Range			
Water Heater			
Refrigerator			
Washer			
Dryer			
Other			

**NOTICE TO OWNERS: Any notice of defective Workmanship, materials or nonconformity must be delivered to the warrantor no later than \_\_\_\_\_. (Warrantor shall insert date one (1) year from date of final inspection.**

We have furnished the above company warranties or guarantees to the Owners for their use. If this warranty covers a manufactured home, we certify that that manufactured home property complies with the plans and specification and the manufactured home sustained no hidden damage during transportation and, if manufactured in separate sections, that the sections were properly joined and scaled according to the manufacturer's specifications.

The Warrantor has signed this warranty this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Warrantor' Name

\_\_\_\_\_  
Warrantor's Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Warrantor Signature & Title

Receipt of this warranty is acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Homeowner(s) Name

\_\_\_\_\_  
Homeowner(s) Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Homeowner(s) Signature



**MISSISSIPPI HOME CORPORATION  
735 Riverside Drive  
Jackson, Mississippi 39202**

**NOTICE OF EXPIRATION OF BUILDER'S FIRST YEAR OF WARRANTY**

Dear \_\_\_\_\_ :

Our records indicate that the 1-year Builder's Warranty signed by \_\_\_\_\_ for your home expires on \_\_\_\_\_ .

If you have noticed any defects of workmanship or materials which have not already been corrected and are the responsibility of the contractor, you should immediately notify the contractor in writing and send a copy of the letter to the Mayor/Board President. Do not include items of maintenance which are your responsibility.

If the deficiencies noted are not corrected, please notify the Mayor/Board President so that arrangements can be made to have the deficiencies corrected.

Sincerely,

(Elected Official)

cc: Contractor  
Administrator  
MHC

**MISSISSIPPI HOME CORPORATION**  
735 Riverside Drive  
Jackson, Mississippi 39202

**HOMEOWNER ACCEPTANCE CERTIFICATION**

**Project Name:** \_\_\_\_\_

**Homeowner Name:** \_\_\_\_\_

\_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**The undersigned hereby accepts the housing unit located at the above address as complete. As required under the HOME Investment Partnerships Program the Project Administrator and the contractor have explained all warranties to me.**

**OWNER'S SIGNATURE:** \_\_\_\_\_ **DATE** \_\_\_\_\_

**OWNER'S SIGNATURE:** \_\_\_\_\_ **DATE** \_\_\_\_\_

**CONTRACTOR'S SIGNATURE:** \_\_\_\_\_ **DATE** \_\_\_\_\_

**PROJECT ADMINISTRATOR:** \_\_\_\_\_ **DATE** \_\_\_\_\_

## ETHNIC BENEFICIARY INFORMATION

Complete the following table regarding the number of persons who will directly benefit from this project.

### Race of Head of Household

1. White
2. Black/African American
3. Asian
4. American Indian/Alaskan Native
5. Native Hawaiian/Other Pacific Islander
6. American Indian/Alaskan Native and White
7. Asian and White
8. Black/African American & White
9. American Indian/Alaskan Native and Black/African American
10. Other Multi Racial
11. Asian/Pacific Islander
12. Hispanic

Race	1	2	3	4	5	6	7	8	9	10	11	12	Total Beneficiaries
# of Beneficiaries													

### Household Characteristics

13. Female Head of Households
14. Total number of minorities
15. Number of elderly (+62)
16. Total number of handicapped
17. Number of children 18 or younger

Characteristic	13	14	15	16	17	Total Beneficiaries
# of Beneficiaries						

**Mississippi Home Corporation  
 Recipient's Closeout Checklist  
 Close-Out Package Review**



Recipient: \_\_\_\_\_ Contract# \_\_\_\_\_

In compliance with the requirements of the MHC Recipient Close-out procedure and the terms and conditions of the contract, the following close-out documents are enclosed: (Check the appropriate boxes concerning each of the closeout documents. Explain fully any items not submitted or any item to be sent separately. Use separate sheet, if necessary.)

Type of Document	Enclosed	Not Applicable	Sending Separately	Unable to Furnish
1. Certification of Completion				
2. Funding Sources Summary Report				
3. Recipient Performance Certification Report				
4. Agreement Relative to Closeout				
5. Outstanding Claimant's List				
6. Inventory and Program Income				
7. Final Request for Cash Consolidated Support Sheet				
8. Refund Check				
9. Other (Specify)				

Explanation/Comments:

Project Accomplishment(s):



Date	Signature/Title	Comments:
_____	_____	
_____	_____	
_____	_____	

<b>Mississippi Home Corporation</b>  <b>Grant Management</b> <b>Certificate of Completion</b>	Recipient: _____	
	Contract#: _____	
	Grant #: _____	
	Program: <b>Home Investment Partnerships Program - (HOME) 14.239</b>	

Final Statement of Cost							
Program Activity Categories	To Be Completed by Recipient						
	HOME Funds Only			Other Funds Only			All Funds
	HOME Budgeted Funds Only	Actual HOME Expenditures Paid	Remaining HOME Funds	Total Other Funds Budgeted	Actual Total Other Funds Expenditures Paid	Remaining Other Funds	Total Approved Expenditures (HOME Funds + Other Funds)
<b>Administration</b>							
IDIS Activity Number							
Administration			\$ -			\$ -	\$ -
Application Preparation			\$ -			\$ -	\$ -
Activity Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Rehabilitation</b>							
IDIS Activity Number							
Home - Homeowner Rehabilitation			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
Activity Total (Line 21 -31)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Select Activity Type</b>							
IDIS Activity Number							
			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
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			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
Activity Total (Line 35 - 45)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Activities Grand Totals (Lines 18+32+46)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Computation of Grant Balance	
Grant Agreement Amount	
Amount for Unsettled Third Party Claims	
Grant Amount Received	
Grant Amount De-obligated or released	
Amount of Refunds (this amount shall be repaid to the State by check and must include the following)	
(a) Unexpended Funds Amount	
(b) Outstanding Claimant's Amount (as applicable)	
(c) Total Amount Refunded	

Check # \_\_\_\_\_

### Grant Recipient Funding Sources

Recipient: 0  
 Contract #: 0  
 Program : Home Investment Partnerships Program - (HOME) 14.239

<b>Administration</b>			
1. HOME Funds			_____
2. Section 108 Loan Guarantee			_____
3. Other Consolidated Plan Funds	HOME	_____	
	ESG	_____	
	HOPWA	_____	\$ -
4. Appalachian Regional Commission			_____
5. Other Federal Funds			_____
6. State/Locals Funds			_____
7. Private Funds			_____
8. Other			_____
<b>Total</b>			<b>\$ -</b>
<b>Rehabilitation</b>			
1. HOME Funds			_____
2. Section 108 Loan Guarantee			_____
3. Other Consolidated Plan Funds	HOME	_____	
	ESG	_____	
	HOPWA	_____	\$ -
4. Appalachian Regional Commission			_____
5. Other Federal Funds			_____
6. State/Locals Funds			_____
7. Private Funds			_____
8. Other			_____
<b>Total</b>			<b>\$ -</b>
<b>Select Activity Type</b>			
1. HOME Funds			_____
2. Section 108 Loan Guarantee			_____
3. Other Consolidated Plan Funds	HOME	_____	
	ESG	_____	
	HOPWA	_____	\$ -
4. Appalachian Regional Commission			_____
5. Other Federal Funds			_____
6. State/Locals Funds			_____
7. Private Funds			_____
8. Other			_____
<b>Total</b>			<b>\$ -</b>
<b>Grand Totals by Funding Sources</b>			
1. HOME Funds			\$ -
2. Section 108 Loan Guarantee			\$ -
3. Other Consolidated Plan Funds	HOME	\$ -	
	ESG	\$ -	
	HOPWA	\$ -	\$ -
4. Appalachian Regional Commission			\$ -
5. Other Federal Funds			\$ -
6. State/Locals Funds			\$ -
7. Private Funds			\$ -
8. Other			\$ -
<b>Grand Total</b>			<b>\$ -</b>

**Mississippi Home Corporation  
Recipient Performance Certification Report**

Recipient: 0  
Contract #: 0

Activity Type(s)	Rehabilitation		Select Activity Type		Totals	
	Planned	Actual	Planned	Actual	Planned	Actual
Very Low Income						
Low/Moderate Income						
Total Low/Mod Income	0	0	0	0	0	0
% of Low/Mod Income	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Non - Low/Moderate Income						
Total Beneficiaries	0	0	0	0	0	0
<b>Ethnic Background</b>	Total	Hispanic	Total	Hispanic	Total	Hispanic
1. White						
2. Black						
3. Asian						
4. American Indian/Alaskan Native						
5. Native Hawaiian/Other Pacific Island						
6. American Indian/Alaskan Native & White						
7. Asian and White						
8. Black/African American & White						
9. Amer Indian/Alaskan/Black African Amer						
10. Other Multi-Racial						
Totals	0	0	0	0	0	0

**Objective (Please select one)**

- 1 Create Suitable living environments \_\_\_\_\_
- 2 Provide decent affordable housing \_\_\_\_\_
- 3 Create economic opportunities \_\_\_\_\_

Census or Survey \_\_\_\_\_

**Outcome (Please select one)**

- 1 Availability/Accessibility \_\_\_\_\_
- 2 Affordability \_\_\_\_\_
- 3 Sustainability \_\_\_\_\_

Total Served

Number of Households Served \_\_\_\_\_  
 Number of Female Head of Household Served \_\_\_\_\_  
 Number of Elderly Beneficiaries (+62) \_\_\_\_\_  
 Number of Handicapped Beneficiaries \_\_\_\_\_

County Code	Census Tract	Block Groups

Total Served

Now have new access to this type of public facility or infrastructure improvement: \_\_\_\_\_  
 Now have improved access to this type of public facility or infrastructure improvement: \_\_\_\_\_  
 That are served by public facility or infrastructure that is to longer substandard: \_\_\_\_\_

**Agreement Relative to Closeout of HOME Grant Programs**

**RECIPIENT:** \_\_\_\_\_ **0** **CONTRACT #:** \_\_\_\_\_ **0**

This Agreement is between \_\_\_\_\_ **0** ("Recipient")  
and the Mississippi Home Corporation. ("Corporation")

**Closeouts/Audits**

The parties to this Agreement desire to closeout Recipient's HOME Grant  
contract number \_\_\_\_\_ **0** (the "Grant").

Because of regulatory and legislative changes, it is no longer required for a final audit of an individual grant at closeout.

Rather than waiting for Recipient's next periodic audit, the parties desire to closeout the Grant subject to subsequent audit(s).

THEREFORE, in consideration of the mutual promises contained herein, the parties to this Agreement agree as follows:

1. The Corporation waives the requirement in 24 CFR Subsection 570.512 of the submission of any required audits and/or subsequent audit of the Grant prior to closeout.
2. Recipient will submit to the Corporation its required audits or subsequent audit which it shall comply with federal and state requirements and which shall cover all periods in which any grant costs have been incurred.
3. Recipient shall remit to the Corporation the amount of any ineligible costs that are disallowed by any required audits and/or subsequent audit(s) which disallowances are identified by the Federal and/or State Agency(ies).
4. The Agreement contained herein are in addition to any other agreements between the parties relative to the closeout of the grant. Recipient agrees to abide by all governing laws and regulations.

**Certificate of Completion**

I hereby certify that all activities undertaken by the Recipient with funds provided under the grant agreement, hereof, have, to the best of any knowledge, been carried out in accordance with the grant agreement; that proper provision has been made by the Recipient for the payment of all unpaid costs and unsettled third-party claims identified, hereof; that the United States of America or the State of Mississippi is under no obligation to make any further payment to the Recipient under the grant agreement, hereof; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

**Recipient Performance Certification Report**

I hereby certify that all planned and actual beneficiaries, the ethic beneficiaries information, census information and the performance measures are correct as stated on the Recipient Performance Certification Report are to the best of my knowledge, true and correct as of this date.

**CERTIFICATE OF RECIPIENT'S COMPLIANCE**

**Release**

Pursuant to the terms of said contract and in consideration of the sum of \$ \_\_\_\_\_ - (Total Amount

Paid & Payable by MHC), upon payment of the said sum does remise, release, and discharge MHC, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except the following:

- a. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:

\_\_\_\_\_  
(If none, so state)



b.

Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said contract, which are not known to the Contractor on the date of execution of this release and of which the Contractor gives notice in writing to the MHC within the period specified in the said contract.

c. Claims, after closeout, for costs which result from the liability to pay Unemployment Insurance costs under a reimbursement system or to settle Worker's Compensation claims.

Assignment of Refunds, Rebates and Credits

Pursuant to the terms of said contract and in consideration of the reimbursement of costs and payment of fees as provided in the said contract and any assignment thereunder, the Contractor hereby does the following:

- a. Assign, transfer, set over and release to MHC all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising or which may hereafter accrue thereunder.
- b. Agree to take whatever action may be necessary to effect prompt collection of all such refunds, rebates, credits or other amounts (including interest thereon due or which may become due, and to forward promptly to MHC for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the MHC as stated in the said contract and may be applied to reduce any amount otherwise payable to MHC under the terms hereof.
- c. Agree to cooperate fully with MHC as to any claim or suit in connection with such refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit MHC or the Federal Grant of Agency to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

Inventory Certification (Select One)

a. \_\_\_\_\_ The Contractor hereby certifies that all items of materials and equipment purchased, furnished, or transferred for or to said Contractor were done so in accordance with the terms and conditions of said contract.

b. \_\_\_\_\_ The Contractor hereby certifies that no equipment was furnished or acquired under the terms and conditions of said contract

General Statement of Compliance

I certify that all the Federal, State and Local requirements of the said contract have been complied with.

Outstanding Claimants List

I hereby certify that the information as stated in the Outstanding Claimants List page is to the best of my knowledge, true and correct.

Inventory and Program Income

I hereby certify that the information as stated in the Inventory and Program Income page is to the best of my knowledge, true and correct.

Final Request for Cash Consolidated Support Sheet

I hereby certify that the information as stated on the enclosed in the Final Request for Cash Consolidated Support Sheet is to the best of my knowledge, true and correct.

This Agreement is executed by the Parties on the date indicated by their respective signatures.

IN WITNESS THEREOF, THIS Agreement and Certification of Contract Compliance has been executed  
this day of \_\_\_\_\_.

\_\_\_\_\_ 0

WITNESSED BY:

\_\_\_\_\_  
BY SIGNATORY OFFICIAL

1. \_\_\_\_\_

\_\_\_\_\_  
TITLE

2. \_\_\_\_\_

\_\_\_\_\_  
DATE

**MISSISSIPPI HOME CORPORATION                      FEDERAL  
PROGRAMS**

\_\_\_\_\_  
BY SIGNATORY OFFICIAL

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE