

City of Las Cruces®

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Council Action and Executive Summary

Item # 6 Ordinance/Resolution# 12-117

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of January 17, 2012
(Adoption Date)

TITLE: A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND TIERRA DEL SOL HOUSING CORPORATION FOR THE LOW-INCOME SENIOR ROOF REPAIR/REPLACEMENT PROGRAM.

PURPOSE(S) OF ACTION:

Approve CDBG Agreement for Low-Income Senior Re-Roof Program.

COUNCIL DISTRICT: City Wide		
<u>Drafter/Staff Contact:</u> Raymond Burchfield	<u>Department/Section:</u> Community Development/ Neighborhood Services	<u>Phone:</u> 528-3094
<u>City Manager Signature:</u>		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974 which created the Community Development Block Grant (CDBG) Program. The CDBG Program provides the City of Las Cruces the opportunity to administer a federally funded program in accordance with the goals of the City's Consolidated Plan, a comprehensive planning document that addresses low-income areas and residents community development needs. On May 2, 2011, the Las Cruces City Council approved Resolution No. 11-217 thereby adopting the 2011 Action Plan which outlines how the City's CDBG funds for City Fiscal Year 2012 will be spent. The 2011 Action Plan allocated \$40,000.00 in CDBG funding to Tierra Del Sol Housing Corporation for the administration of their Low-Income Senior Roof Repair/Replacement with the objective of improving quality of life and preserving the existing housing supply of Las Cruces.

The project will expend these funds for the repair or replacement of a minimum of four elderly, owner-occupied homeowners, age 62 and over, who reside within the city limits and whose household income is at or below 50% AMI criteria. In order to comply with CDBG regulations, a CDBG grant Agreement between the City of Las Cruces and Tierra Del Sol, as shown in Exhibit "A," is required to be executed.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", CDBG Agreement.
3. Exhibit "B", Resolution No.11-217.

SOURCE OF FUNDING:

Is this action already budgeted?	Yes	<input checked="" type="checkbox"/>	See fund summary below
	No	<input type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from: _____
		<input type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
		<input type="checkbox"/>	Proposed funding is from fund balance in the _____ Fund.
Does this action create any revenue?	Yes	<input type="checkbox"/>	Funds will be deposited into this fund: _____ in the amount of \$_____ for FY_____.
	No	<input checked="" type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

N/A

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
Community Development (Fund 2000)	20184330-722190-10411	\$40,000.00	\$40,000.00	\$40,000.00	Roof Repair/Replacement Program

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the CDBG Agreement between the City of Las Cruces and Tierra Del Sol for the Roof Repair/Replacement Program.
2. Vote "No"; this will not provide funding for the program.
3. Vote to "Amend"; this action would come from Council direction.
4. Vote to "Table"; this action would come from Council direction.

REFERENCE INFORMATION:

The resolution(s) and/or ordinance(s) listed below are only for reference and are not included as attachments or exhibits.

1. N/A

RESOLUTION NO. 12-117**A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND TIERRA DEL SOL HOUSING CORPORATION FOR THE LOW-INCOME SENIOR ROOF REPAIR/REPLACEMENT PROGRAM.**

The City Council is informed that:

WHEREAS, the City of Las Cruces has applied for and received funds from the U.S. Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, which created the Community Development Block Grant (or CDBG) Program; and

WHEREAS, the CDBG program provides the City of Las Cruces the opportunity to administer these federal funds in accordance with the City's adopted Consolidated Plan to address community development needs in low-income areas or for low-income residents; and

WHEREAS, on May 2, 2011, the Las Cruces City Council approved Resolution No. 11-217, adopting the 2011 Action Plan, which outlined how CDBG funds will be expended for City Fiscal Year 2011; and

WHEREAS, the 2011 Action Plan allocated \$40,000.00 in CDBG funds to Tierra Del Sol for the Low-Income Senior Roof Repair/Replacement Program to repair or replace, as necessary, a minimum of 4 roofs of low-income seniors; and

WHEREAS, in order to comply with CDBG regulations, a CDBG Grant Agreement between the City of Las Cruces and Tierra Del Sol is required to be executed.

NOW, THEREFORE, Be it resolved by the governing body of the City of Las Cruces:

(I)

THAT the CDBG Grant Agreement between the City of Las Cruces and Tierra Del Sol Housing Corporation, as shown in Exhibit "A," attached hereto and made a part of this Resolution, is hereby approved.

(II)

THAT the Assistant City Manager/Chief Operating Officer is hereby authorized to sign the Agreement on the City's behalf.

(III)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this _____ day of _____, 2012.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

VOTE:
Mayor Miyagishima: _____
Councillor Silva: _____
Councillor Smith: _____
Councillor Pedroza: _____
Councillor Small: _____
Councillor Sorg: _____
Councillor Thomas: _____

Moved by: _____

Seconded by: _____

Approved as to Form:



City Attorney

EXHIBIT "A"

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT
BETWEEN THE CITY OF LAS CRUCES AND
TIERRA DEL SOL HOUSING CORPORATION
FOR THE LOW-INCOME SENIOR ROOF REPAIR/REPLACEMENT
PROGRAM**

THIS AGREEMENT is entered into on this _____ day of _____, 2012 by and between the City of Las Cruces (City) and **Tierra Del Sol Housing Corporation** (Recipient) for the term of one year. In consideration of the mutual promises and covenants contained herein, the City and the Recipient agree as follows:

I. SCOPE OF SERVICE

A. Activities

The Recipient, through its program known as the **Senior Low-Income Roof Repair/Replacement program**, will provide experienced personnel to process applications for the Program, as funded by the City's Community Development Block Grant Program (CDBG). The applicants will be processed in a manner consistent with the Tierra Del Sol Owner-Occupied Housing Rehabilitation Program Requirements, applicable City requirements and any standards required as dictated by the U.S. Department of Housing and Urban Development (HUD). The Recipient agrees to process a minimum of 4 applications during the term of this Agreement, as per the Program Year 2011 Community Development Block Grant Application submitted to the City of Las Cruces by Tierra Del Sol, attached hereto and made a part of this agreement as Exhibit "F". The Recipient will process applications from its own waiting list. The activities of the Recipient will include, but are not limited to: Supervision of program staff; Provision of staff at levels adequate for the operation of the program; Processing client applications for the rehabilitation program; Development of rehabilitation write-ups; Assisting the homeowner in the selection of a qualified contractor; Provide construction management and warranty follow-up, Maintenance of client files from beginning to end of the rehabilitation process, The processing of applicants shall be conducted as dictated by the Tierra Del Sol Housing Corporation Owner-Occupied Housing Rehabilitation Program Policies and Procedures Manual; Minimum construction standards for the Low-Income Senior Roof Repair/Replacement program will come from Section 2 of the City of Las Cruces Home Rehabilitation Handbook, attached to this Agreement as Exhibit "A".

The activities of the City of Las Cruces will include but are not limited to: Reimbursing the Recipient for Rehabilitation related to all actual expenses to each specific project. Approval of the Environmental Review that the recipient will conduct on each project before any funds are spent on each project.

B. Performance Monitoring

The City will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Recipient within 30 days after being notified by the City, Agreement suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

The Agreement will be a one year term from the date of this agreement.

III. BUDGET

The budgeted amount available for this Agreement is a maximum of \$40,000.00. The Program is currently budgeted by CDBG funds. The City will require a detailed budget breakdown per project and the Recipient shall provide such budget information in a timely fashion in the form and content prescribed by the City. Any budget amendments must be approved in writing by the City.

IV. PAYMENT

The Recipient will be reimbursed for all eligible expenses as each project is **completed**. Payments may be contingent upon certification of the Recipients' financial management system and timely submittal of required reports.

V. COMMUNICATIONS

Communication and details concerning this Contract shall be directed to the following Agreement representatives:

CITY	RECIPIENT
Raymond Burchfield Community Development Department City of Las Cruces P.O. Box 20000 Las Cruces, NM 88004 Phone: (575) 528-3094 E-mail:rburchfield@lascruces.org	Mike Rudloff Housing Rehab Program Manager Tierra Del Sol Housing Corp. 210 E. Idaho Ave., Suite B Las Cruces, NM 88005 Phone: (575) 640-6022 E-mail:mrudloff@tierradelsohousing.org

VI. ADMINISTRATIVE REQUIREMENTS

A. Applicable Laws

The Recipient shall comply with all applicable federal, state and local laws, rules, and regulations dealing with property rehabilitation and quality standards whether they are presently or subsequently promulgated. The Recipient agrees to comply with any and all the CDBG regulations, as amended from time to time whether set forth herein or not, and agrees to execute or amend documents as necessary to be in compliance forthwith. The Recipient shall also comply with all other applicable federal, state or local statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the City's Municipal, Building and Zoning Codes and the New Mexico State Environmental Requirements for rehabilitation of homes and community services spaces.

B. Financial Management

The Recipient agrees to comply with 24 CFR 570.502, 570.610, and 24 CFR Part 84, Subpart C, "Financial and Program Management," and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred in conformance with OMB Circulars A-122, "Cost Principle" for Non-Profit Organizations," 24 CFR Part 85 and OMB Circular A-133, "Audits of States, Local Governments and Non-Profits."

C. Documentation and Record-Keeping**1. Records to be maintained**

During a project process, the Recipient shall maintain all bids, contracts and other records required by federal regulations, state law, local ordinances and Grantee requirements that are pertinent to the activities funded under this Agreement. The minimum construction-related records shall be: (i) bid requests and/or bidding document and any amendments thereto; (ii) written selection process;

(iii) all the responses thereto and the rating, ranking and selection documents as required by the Tierra Del Sol Housing Corporation Owner-Occupied Housing Rehabilitation Program Policies and Procedures Manual.

Additional records shall include but not be limited to:

- a. Documenting compliance with Property Standards set forth for project construction completion that must meet all applicable local codes, ordinances and zoning requirements, bidding and selection process, contracts, drawings, amendments thereto and approvals, thereof;
- b. Documenting compliance with the fair housing and equal opportunity components of the CDBG Program in 24 CFR, Part 8, which implements Section 504 of the Rehabilitation Act of 1973;
- c. Financial records as required by 24 CFR Part 570.502, 24 CFR 570.610, and 24 CFR Part 84, Subpart C, "Financial and Program Management;"
- d. Monthly reporting about the fifteenth (15th) of each month on construction issues concerning the status of construction; and,
- e. Drawdowns will be authorized for each project as follows: An invoice will be submitted to the City at the completion of each project.

- f. Other records necessary to document compliance with 24 CFR 570 Subpart K.

2. Retention

When a project is completed, the Recipient will retain all records pertinent to expenditures and for any acquired, non-expendable property incurred under this Agreement for a period of five (5) years after the termination of all funded Agreement activities (completion and acceptance). Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Disclosure

The Recipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Recipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

D. Training

From time to time, the City may provide training to Recipients and construction contractors. Such courses, when scheduled, will be identified as to mandatory or voluntary status. Training may also be available or required from HUD or other Federal and/or State Agencies.

VII. ENVIRONMENTAL CONDITIONS

1. Air and Water

The Recipient will comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

2. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Community Action Agency shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

3. Lead-Based Paint

Any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under six.

The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

4. Historic Preservation

The Recipient will comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 24 CFR 58, Section 58.17 Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

5. Noise, Thermal and Explosive Hazards Review

Assessment will be made for these hazards for compliance with required HUD regulations. The Environmental Assessment is to be conducted by the Recipient, and then substantiated by the CLC Environmental Specialist.

VIII. GOVERNANCE AND SEVERABILITY

- A. This Agreement shall be governed by the laws of the State of New Mexico.

- B.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.
- C.** All Attachments and Exhibits are part and parcel of this Agreement and have the same weight and importance as the initial Paragraphs I through VIII.
- D.** All certifications at Attachments A to E shall be signed by the Recipient as part of this Agreement.

SIGNATURES TO AGREEMENT

IN WITNESS WHEREOF, the parties hereto do mutually execute the Agreement as of the date first written:

TIERRA DEL SOL HOUSING CORPORATION

Signature

Printed Name

Title

Date

CITY OF LAS CRUCES

Brian Denmark, Assistant City Manager/COO

Date

APPROVED AS TO FORM:

City Attorney

ATTACHMENT "A"

Section 2

City of Las Cruces Home Rehabilitation Construction Standards

The City of Las Cruces does not endorse products or manufacturers. Trade or manufacturers' names appear herein solely because they are considered essential to the subject of these standards.

General Purpose and Scope:

The intent of the Home Rehabilitation Construction Standards is to establish minimum standards which must be met for any housing unit rehabilitated through the City of Las Cruces Home Rehabilitation Program. The standards for rehabilitation may be different from standards for new construction. This is due to the scope of the work to be done is on existing buildings where the extent and the emphasis of construction may differ greatly from the construction of new buildings. These Standards, while setting forth basic objectives and provisions specifically related to rehabilitation, shall not be construed as relieving the property owner or the contractor of their responsibility for compliance with local ordinances, codes, and/or from obtaining the required permits for each project.

All rehabilitation work performed with Program funds must comply with the requirements set forth herein. When substandard conditions are encountered in a unit to be rehabilitated, they must be addressed. Any building or portion thereof which is determined to be unsafe in accordance with the Building Code, or any building or portion thereof, including any dwelling unit in which conditions exist that endanger life, limb, health, property, safety, or welfare of the public or occupants thereof shall be deemed to be substandard.

Workmanship Requirements:

All work undertaken by Contractors and Sub-contractors must be performed in a neat, skillful and workmanlike manner and shall be uniform in appearance. All work and materials must conform to the applicable Building, Plumbing, Mechanical, and Electric Code. Contractors shall verify work write-ups at the job site and shall be responsible for any work that does not meet Home Rehabilitation Standards. The Contractor shall provide all new material unless otherwise specific and approved. Changes in material and/or work requirements will not be accepted for payment unless given prior approval in writing by Home Owner and Rehabilitation Coordinator and no work is to be performed before receiving approval. All work shall be coordinated in such a way as to cause the least amount of inconvenience to all parties involved.

At the time of Final Inspection, all inspection permits shall be delivered and all building debris and trash must be removed from the job site before final inspection.

The Contractor, Home Rehab Coordinator and Homeowner shall be present at final inspection.

Final Authority. The City of Las Cruces, Home Rehabilitation Program has the right to require correction of any work performed, either by the Contractor or Sub-Contractors, that it deems substandard or of insufficient quality and workmanship.

Warranty Requirements:

All Contractors shall warrant their work against faulty materials or poor workmanship for a period of one year from the date of final inspection. Any poor workmanship or faulty materials will be replaced or corrected at the direction of the Home Rehabilitation Coordinator at no cost to the home owner or the City of Las Cruces. All warranties and guarantees for any new appliances that have been installed shall be filled out and dated to include name, address, and dealer where appliances were purchased.

Code Compliance Requirement:

All work shall be accomplished in a workmanlike manner and must conform to the general specifications of all applicable Building and Zoning Laws. All required permits in accordance with the Building Code and Municipal Code of the City of Las Cruces must be secured prior to the start of any demolition or construction project.

Code Sources:

All rehabilitation work performed must meet the requirements of the City of Las Cruces Municipal Code, and specifically City of Las Cruces Building Code and all the associated Codes adopted through this Code. Any further reference to "the Code" or "Code" will be to reference the City of Las Cruces Building Code and all applicable sections. In the event the New Mexico Construction Industries Division or the City of Las Cruces adopts additional codes, the requirements of those newly adopted codes shall be adhered to. This includes compliance to State Historic Preservation Office mandates to retain historic status of applicable dwellings to be rehabilitated.

Structural Requirements:

1. General. Residential structures may be of any type of construction that is permitted by the - Code. Roofs, floors, walls, foundations, and all other structural components of the building or dwelling unit shall be capable of resisting any and all forces and loads to which they may be subjected. Every building shall be weather protected as to provide shelter for the occupants against the elements and to exclude dampness. All structural elements shall be proportioned and joined in accordance with the stress limitations and design criteria as specific in the appropriate sections of the Code. Manufactured or mobile homes of any type are not permitted under this program.
2. Rooms. At a minimum, the dwelling unit must have a living room, a kitchen area, a bathroom, and at least one bedroom or living/sleeping room for each two persons. Children of the opposite sex over the age of 6 may not be required to occupy the same bedroom or living/sleeping room.

3. Plumbing Systems. Each home must have an acceptable plumbing system consisting of three separate parts: an adequate potable water supply system; a safe, adequate drainage system; and ample fixtures and equipment.
4. Light. Each room must have adequate natural or artificial illumination to permit normal indoor activities. There must be at least one window in the living room in working condition. Windows in sleeping room must meet egress standards.
5. Ventilation. Rooms within a dwelling unit shall be provided with natural ventilation by means of operable exterior openings (i.e., windows, doors). In lieu of required exterior openings for natural ventilation, a mechanical ventilation system may be installed, providing the number of air changes meet code for the room being ventilated.
6. Electrical Equipment. All dwelling units shall be connected to electrical power. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may not count as one of the required electrical outlets. Every kitchen, bathroom and utility outlet will be GFCI protected in accordance with the Code and in operating condition.
7. HVAC. Dwelling units will be provided with heating facilities capable of maintaining a room temperature of 70° F (21°C), as measured in the center of the room at a point 3 feet above the floor in all habitable rooms on the design temp day.
8. Where air-conditioning is provided, the cooling system shall be capable of maintaining a temperature of 78° F (25°C), as measured in the center of the room at a height of 5 feet above the floor, under local outdoor summer design conditions as specified in the ASHRAE handbook, except that in the case of outside temperatures exceeding 95° F (35°C), a differential of 15° F (9°C), from the outside temperature will be maintained. Federal, state or local energy codes shall supersede this standard where such codes have been locally adopted.

Footings and Foundations:

1. All footings and foundations will be inspected by a Building Inspector and be in accordance with the Code.
2. Newly excavated footings will be twelve inches (12") wide and eighteen inches (12") below existing grade.
3. Footings will have four #4 horizontal rebar run continuously.
4. Floor foundations will be four inch (4") 2500 P.S.I. concrete.
5. Anchor bolts will be installed as required by code.

Carpentry:

Interior and Exterior Wall Requirements:

1. All repairs to existing walls will be specified in work write-up and will be inspected by a Building Inspector.
2. Newly constructed interior and exterior walls will be of 2" x 4" frame construction, or better as noted in the work write-up.
3. All lumber will be #2 grade or better unless otherwise specified.
4. Studs will be sixteen inches (16-24") on center, as per plans or write-up.

5. All carpentry will be in accordance with the Code.

Pitched Roof Construction:

1. A newly constructed pitched roof will be of 3/12 pitch over entire structure with attic access.
2. New roof structure to be 2" x 4" trusses, or pre-approved equal. Install 7/16" plywood or 7/16" OSB wafer board decking with clips.
3. Contractor to notify inspector for deck inspection before applying roof covering.
4. Extend new roof 48" over all entries and complete as specified above.
5. Trim or add to all eaves for a sixteen-inch (16") overhang and install 6" x 3/8" Masonite fascia and 16" x 38" Masonite soffit.
6. Install soffit vents at eight-foot (8') intervals and install metal corners on fascia an "H" molding at joints.
7. Box in all soffit, do not nail on trusses, use 2" x 2" backing for soffit. Porch ceilings to be covered with 3/8" Masonite.
8. Install all necessary metal edgings, flashing, wind turbines, roof jacks, fire blocking, etc., as required for a new roof.
9. Paint to Home Rehab. Standards and complete with two (2) layers of 15 Pound, asphalt-saturated felt paper and new asphalt composition Owens Corning® or approved equal, 20 year-warranty, 3 tab shingles.

Sloped Roof:

1. A newly constructed flat sloped roof will have a minimum 1/4" per foot slope over structure.
2. New roof structure to be 2" x 4" trusses or pre-approved equal.
3. Install 7/16" plywood decking with clips, and minimum twelve-inch (12") parapet, (12" at highest point of roof).
4. Build up corners of parapet for "Southwest" look, install canales, cant strip, and extend roof 48" over all entries. Install vents for ventilation of roof.
5. Install all necessary metal edgings, flashing, roof jacks, fire blocking, etc., as required for a complete new roof.
6. Contractor to notify inspector for deck inspection before applying new built-up roof.
7. Nail one (1) layer of 75 pound, fiberglass, asphalt coated, base sheet (ASTM D 4601), and install two (2) layers of, 15 pound fiberglass Ply sheathing paper (ASTM D 2178), properly mopped with hot tar.
8. Apply hot mop to include white, Mineral Surfaced Cap Sheet (ASTM 3909), on roofing and firewalls. The use of 90# Mineral Surfaced Rolled Roofing will not be accepted.

New Roof and Existing Roof Requirements:

1. Existing roofs on homes must be in good condition and free from any leaks, excessive wear, missing or torn shingles.
2. Must be deemed acceptable by the Building Inspector.

3. Any faulty material must be repaired, removed, or re-built to Home Rehabilitation Standards.
4. All new roofs will two (2) layers of 15 pound asphalt-saturated felt paper and new asphalt composition Owens Corning® or approved equal, 20 year-warranty, 3 tab shingles or 3 layer hot mop build-up over entire roof.
5. Owner to select color.

Re-roof, Built-up:

1. A built-up re-roof shall consist of removing all old roofing down to the deck, check and replace any defective roof decking with approved decking material of equal dimension, or 7/16" plywood, or 7/16" OSB wafer board decking with clips.
2. Construct a minimum twelve-inch (12") parapet wall complete with exterior sheathing. (Build crickets at low end for proper drainage.) New exterior sheathing shall finish flush with exterior walls.
3. Install vents for ventilation blocking, etc., as required for a complete new roof. Contractor to notify inspector for deck inspection before applying new roof.
4. Nail one (1) layer of 75 pound, fiberglass, asphalt coated, base sheet and install two (2) layers of, 15 pound fiberglass Ply sheathing paper, felt properly mopped with hot tar.
5. Apply hot mop to include a listed, white, Mineral Surfaced Cap Sheet cap sheet, on roofing and firewalls. The use of 90# Mineral Surfaced Rolled Roofing will not be accepted.

Re-roof, Pitched:

1. Removing all old roofing down to deck.
2. Check and replace any defective roof decking with, approved decking material of equal dimension or, 7/16" plywood or 7/16" OSB wafer board with clips.
3. Install all necessary metal edgings, flashing, wind turbines, roof jacks, fire blocking, etc., as required for a new roof.
4. Contractor to notify inspector for deck inspection before applying new roof.
5. Repair all eaves and overhang and install new Masonite fascia and new Masonite soffit.
6. Install soffit vents at eight-foot (8') intervals and install metal corners on fascia and "H" molding at joints.
7. Box in all soffit, do not nail on trusses, use 2" x 2" backing for soffit.
8. Porch ceilings to be covered with 3/8" Masonite and exterior areas to be nailed with galvanized nails only.
9. Paint to Home Rehab. Standards and complete with two (2) layers of 15 pound asphalt-saturated felt paper and new asphalt composition Owens Corning® or approved equal, 20 year-warranty, 3 tab shingles.
10. No wafer board type fascia or soffit material will be accepted.

Plumbing Requirements:

1. All existing plumbing must be in proper operating order and conform to the International Residential Code.

2. Any plumbing or fixtures found substandard must be repaired or replaced.
3. New and existing natural gas piping must be pressure tested for leaks on all homes under this program.
4. Any replaced or repaired rough-in, top-out, and trim-out plumbing will conform to the International Residential Code and will be specified in the work write-up.
5. All installations shall be of new material, copper, PVC, CPVC, PEX, CSS, etc., or other approved material.
6. All plumbing items shall operate without leakage, noise, vibration, hammering, or chatter.
7. All new plumbing fixtures and/or appliances will be properly clean, caulked, sealed, and tested for operation.
8. All new faucets and fixtures will meet the water conservation requirements of the Code.
9. Any damage to structure from drilling, notching, cutting, hammering, etc. will be repaired to Home Rehabilitation Standards and Code requirements.

Electrical Requirements:

1. Existing electrical service must be in proper working order and deemed acceptable by the Electrical Inspector.
2. All fixtures, switches, receptacles and breakers must be in safe operating condition.
3. Switches and outlets must have covers throughout the house.
4. New lighting fixtures to be selected by owner within a \$350 allowance.
5. Replacement electrical service will be a complete new entry service, 120-240 volt 3-wiring.
6. Contractor will install new entry weather head, 100 AMP minimum panel, and panel board, complete with breakers, when included in the Work Write-Up.
7. Install G.F.C.I. as required in article 210-8 of N.E.C. Install new fixtures, switches and receptacles with covers throughout the house.
8. Install smoke detectors and new wiring according to Code.
9. Install one carbon monoxide detector and new wiring according to Code.
10. Install 240 volt outlets at range and dryer locations.
11. Insure grounding electrode system is complete and complies with Code.
12. If only part of electrical is to be updated, specifications will be in work write-up. All electrical modifications must be inspected and comply with Code.

Window Requirements:

1. Existing windows must be in proper working order and all window locks, screens, crank handles, and glazing must be in place.
2. All windows found to be substandard must be replaced or repaired.
3. Newly installed windows will be double pane insulated Energy Star® Labeled, windows to include new screens on all windows, as required by the work write-up. An exception will be made to meet the requirements dictated by the State Historic Preservation Office.

4. Any replacement, repairs, or changes will be specified in work write-up.
5. Sizes and location are to be as existing.
6. New windows will meet Code egress standards.
7. All necessary adjustments and repairs to walls will be finished according to home rehab standards.
8. All window panes must be free from cracks, chips, and paint.
9. Owner is to select color.

Mechanical System Requirements:

Heating:

1. Existing heating systems must be in proper operating condition and comply with the Code.
2. Replacement systems shall be installed according to the manufacturer's guidelines.
3. Unvented fuel-burning heaters are not permitted.
4. All heating devices and wood burning heaters shall be of an approved type.
5. An inadequate heating system is to be replaced with a new forced air system providing 90% or greater efficiency.
6. A combination sheet metal and insulated flexible duct distribution system will be installed in attic space with ceiling registers.
7. In homes with limited space, furr-down necessary areas to install sheet metal duct distribution system and high wall registers in every room.
8. New furnace and duct work for HVAC system will be properly sized by the Contractor for existing conditions meeting the standards of ACCA Manual's D and J and will include load calculation.
9. Provide return grill, new adjustable registers, combustion air openings, programmable thermostat (when approved by client), gas flex, etc., as to complete a new installation.
10. All duct work must be new or corrosion free, sealed substantially air tight, and insulated to meet code.
11. All new exhaust fans will be Energy Star® Qualified.

Cooling:

1. Existing evaporative cooling systems must be in proper operating condition.
2. Standard new air cooling equipment provided will be one or more evaporative air conditioner's, sized by staff to sufficiently cool the building, and efficient.
3. The guideline will be a minimum of 4cfm per 1000ft² of occupied living space.
4. New evaporative cooling systems shall be installed according to the manufacturer's guidelines and shall be installed so as to minimize the probability of damage from an external source.
5. Newly installed evaporative coolers will be mounted on the roof, or on the ground, a side or down draft, and contain a two speed motor.

6. Installation to include all new copper water piping, electrical, with a thermostatic switch, dampers, ducts, etc., as required for new installation.
7. Connect to new or existing duct system.
8. Every evaporative cooler shall be accessible for inspection, service and replacement without removing permanent construction.
9. If only part of the mechanical system is to be updated, specifications will be in the work write-up. All mechanical modifications must comply with minimum Code standards.
10. A refrigerated air conditioning system may be allowed for rehabilitation projects when required for health reasons and when an order is provided from the family's primary health provider.

Insulation Requirements:

1. All newly installed insulation will be full batt or blown fiberglass insulation.
2. Attic installation will require a minimum R-value of thirty (R-30), when sufficient space in the attic is available. When there is insufficient attic space available, ceilings may be lowered to accommodate additional insulation, as long as ceiling minimum heights can be maintained,
3. New exterior wall insulation will require a minimum R-value of thirteen (R-13). Buildings of cinder block or other mass wall construction will be evaluated on a case by case basis for method of meeting minimum code requirements.
4. R-value may be increased depending on application and will be specified in work write-up.
5. All windows, voids, penetrations, holes, and door jams will be filled with spray foam.
6. All insulation must conform to the applicable Code.

Plaster & Stucco Requirements:

1. All plaster and stucco must be free from cracks, chips, holes, and water damage.
2. Any existing plaster and stucco that is found to be substandard by Home Rehab Coordinator must be repaired or replaced.
3. All repairs to broken stucco on existing exterior walls will be patched with fiberglass tape, plastered, then color coated with elastomeric synthetic stucco or approved substitute.
4. If only a portion or portions of walls are repaired, all loose and chipped paint shall be wire brushed and removed before application of color coat.
5. Color coat shall be textured to match existing stucco.
6. Weld-Crete shall be applied on all painted stucco walls to be re-stuccoed.
7. For new installation a minimum of 2 ply felt Jumbo Tex® or approved equal must be applied throughout exterior walls with a minimum overlap of six inches (6") between layers and a minimum overlap of sixteen inches (16") on joints.

8. Install self-furring 17-gauge stucco mesh on walls with appropriate nails or staples.
9. Corner bead must be applied on all corners and plaster stop on all openings and where there is a material change, to stop and retard cracks.
10. Apply scratch/brown, and color coats of plaster and stucco.
11. Scratch and brown coats shall be cured a minimum of forty-eight (48) hours between applications and seven (7) days between the brown and color coats.
12. Color coat with elastomeric synthetic stucco or approved substitute. All stucco to be installed to meet Code and the manufacturer's installation requirements.

Drywall Requirements:

1. Existing walls in home shall be free from all nail holes, splits, holes, scratches, and cracks.
2. Defects shall be taped, puttied, spackled smooth, plastered and textured.
3. In areas where gypsum board is to be replaced, install ½" sheetrock on all wall and ceiling areas throughout house.
4. Bathtub and shower enclosure areas are to be surrounded by ½" water-resistant cement board or approved material, including ceiling above enclosure.
5. All new sheetrock is to be taped, bedded, and feathered, to conceal all joints and fasteners, and finished with a brocade texture.
6. All repaired gypsum is to be cut back to expose half of the stud on each side of repair.
7. Inspect all studs, insulation, electrical wiring and plumbing after removing old sheet rock.
8. Replace or repair defects with the approval of the Home Rehab Coordinator.
9. When needed, install 5/8" type X sheetrock at all garage separation walls and finish as stated above.
10. All drywall will be closely evaluated.

Interior & Exterior Door Requirements:

1. All interior and exterior doors will operate properly.
2. Privacy locks, hinges, doorknobs and weather stripping will be in good working order.
3. Any door replacement will be specified in the work write-up and will be installed to Home Rehab standards.
4. Exterior doors shall be metal 1 ¾" thick, insulated, raised six panel, pre-hung with threshold, vinyl sweep, and aluminum sill or approved equal.
5. Interior doors shall be 1 3/8" thick, hollow core, raised six panel, pre-hung masonite doors or approved equal.
6. All closet doors will be 1 3/8" thick, hollow core, raised six panel, bi-fold masonite doors or approved equal.

7. All molding and trim around door is to be installed and painted to Home Rehab Standards.
8. All units are to be hung plum, true and square with equal margins.
9. Install new lock set with all matching keys on exterior doors and front door is to have peep sight and dead bolt.
10. Install new doorknobs and privacy lock set in bedrooms and bathrooms.

Paint Requirements:

Exterior and interior paint will be evaluated by Home Rehabilitation Coordinator and tested for lead by a U.S. EPA certified testing agency. Lead-based paint abatement procedures are more stringent than listed below. Any repaint or lead-based paint abatement will be specified in work write-up.

Interior and Exterior Paint:

1. Kitchen, bathrooms, and utility room to receive semi-gloss latex enamel, minimum two (2) coats to cover, more if required for a neat appearance.
2. Living room, bedrooms, hallways, and closets to receive satin latex to cover.
3. Paint all exterior walls (if applicable), wood, and metal surfaces with one (1) coat primer and two (2) coats exterior latex enamel as required for a neat appearance.
4. All new painting shall consist of removing or covering all hardware and fixtures not to be painted.
5. Feather edge and dull gloss surfaces with sandpaper, scrape all loose, cracked, peeling, and blistered surfaces.
6. Caulk, prime, sand, set all nails, fill holes, dents and cracks in all woodwork and trim, including trim, doorframes, facing, baseboard, etc. Paint with high gloss latex enamel to cover.
7. Exterior paint will include fascia, soffit, doorframes, posts of porches, wall, etc.
8. Remove all paint from hardware, windows, and glass (inside and out).
9. Paint shall be free from runs, sags, brush marks, and over-spray.
10. Color to be selected by owner.
11. Painting will be closely evaluated.

Finish & Trim Requirements:

1. All existing door trim, window trim, and baseboards in home must be free from splits.
2. All closets must have appropriate shelving, hanger rods and supports.
3. If any finish of trim is found substandard, it must be replaced or repaired.
4. Base boards and door trim will be replaced with matching new material or approved equal.
5. All joints are to be cut for a tight fit and fastened with appropriate nails, fasteners, or adhesives.
6. No finger joints will be accepted.

7. All closets will have 12"x 3/4" smooth bull nose shelving and minimum 1"x4" backing.
8. Hanger rods will be 1 1/2" ridged steel conduit or wood material, with rod brackets at ends, and center supports on all shelving over 4' in length.
9. Linen closets will have a minimum four (4) 12" or 16" shelves in place.
10. All nails are to be counter sunk, filled, and painted to Home Rehab standards.
11. All finish and trim work will be specified in work write-up.
12. Finish and trim will be closely evaluated.

Floor Covering Requirements:

1. All new carpet will be 26 ounce with 1/2" #5 density polyurethane padding meeting FHA specifications.
2. Carpet will be selected by owner from maximum allowance of \$16.00 per square yard installed.
3. All new tiles will be no-wax vinyl composite tile (VCT) meeting FHA specifications for residential use.
4. When VCT is installed over wood flooring, a 1/4" concrete based sub-floor will be installed under the tile.
5. Vinyl tile will be selected by owner from maximum allowance of \$16.00 per square yard installed.
6. Carpet is to be stretched to eliminate puckers, scallops, and ripples and installed to manufacturer's specifications.
7. All damaged and missing tack strips or metal edging must be replaced.
8. All doors are to operate properly after installation of flooring.
9. Color and pattern to be selected by owner from standard color charts.
10. Protect carpet and vinyl after installation. Location will be specified in work write-up.

Cabinet & Counter Top Requirements:

1. All cabinets are to be improper working order.
2. Cabinets and counter tops found to be substandard will be removed, repaired, or replaced.
3. New counter tops will be of plastic laminate material with rolled edge and four-inch back splash.
4. New counter tops will be screwed to base and have cutouts for sinks when applicable.
5. Owner will select color and style.
6. Cabinets which are to be replaced or repaired will be specified in work write-up.
7. Replacement base, wall, and vanity cabinets will have doors stiles of solid wood and veneered plywood panels.
8. Frames will be solid wood stiles, 1/4" veneered plywood sides, and metal or plastic corner bracing.
9. Drawers shall be made of wood and cabinets will have a factory finish and all appropriate hardware.

10. All units are to be hung plum, true , and square with no margins between joints.
11. Refinished or repaired cabinets will be painted or stained to Home Rehab standards.
12. Caulk, set all nails, and fill all holes, dents, and cracks in all woodwork.
13. Paint shall be free from runs, sags, brush marks, and over-spray, and will match existing cabinets as close as possible.
14. All knobs, hinges, and shelves will operate properly and have no visible defects.

Pest Control Requirements:

In cases where a severe infestation of insect or vermin is apparent, a licensed exterminator must be consulted to examine the dwelling and suggest an appropriate course of action. At no time shall a Contractor or Home Owner attempt to exterminate these pests in the dwelling under this program.

Additional Room Requirements:

1. Determination of the need for additional rooms will be based on the number of occupants living in the dwelling.
2. Additional bedrooms may be added if children of opposite sex do not have separate sleeping rooms. Additional bedrooms shall be provided for members of the same sex if there are more than six or more persons living in the dwelling and that the age differences for children of the same sex is at least six years in difference.
3. One additional bathroom may be added if six or more persons live in a single bathroom dwelling.
4. Any additional rooms will be specified in work write-up and will conform to Home Rehabilitation standards. All additional rooms must be approved and are contingent on funding. Existing rooms may be converted to serve as a designated sleeping area conforming to the International Residential Code standards.

Appliance Requirements:

1. When specified, Contractor will supply and install a 30" self-cleaning gas or electric range.
2. Natural gas range must have electronic ignition; no standing pilot range will be accepted.
3. Home Owner to select range within a \$600.00 allowance.
4. When specified, Contractor will provide and install an 18.1 cubic ft. or larger, frost-free, Energy Star® Labeled refrigerator.
5. Home Owner is to select an Energy Star® Labeled refrigerator within \$800.00 allowance.
6. Contractor will install all necessary gas piping, gas flex, shut-off valve, etc., as to complete new installation for all range replacements.
7. Contractor will install all necessary water piping, shut-off valve, etc., as to complete new installation for refrigerator replacement.

8. Any appliance replacement will be specified in work write-up and must be approved by Home Rehabilitation Coordinator and Home Owner.

Water Heater:

1. Replaced water heaters will be new forty-gallon (40 gal.) water heaters.
2. Water heater is to be an approved five (5) year or better warranted unit.
3. Water heater permit and inspection tag required.
4. New water heaters are to be Energy Star® Labeled (Energy Factor of .62 or greater), storage type, water heaters.
5. Replacement gas or electric water heater will be specified in work write-up.
6. Replacement gas or electric water heaters are to be properly installed and maintained with adequate venting, relief valves and discharge lines according to manufacturer's directions.
7. Install new temperature/pressure relief valve with and connect drain to exterior.
8. Install new gas vent as per code.
9. Provide new gas stop with flexible gas connector, and new ball valve on the water supply inlet, install new cold and hot water supply lines.
10. Install combustion air opening(s), if applicable.
11. Install a drip pan and a drain piped to the exterior of the building.
12. On demand type water heaters will be considered for installation after income review and discussion with the homeowner about higher initial and higher replacement cost.

ATTACHMENT "B"**I. GENERAL ITEMS****A. Audits and Inspections**

All Recipient records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. One copy of the Recipient's reporting package shall be submitted to the City 30 days after receipt of an auditor's report or 9 months after the end of the audit period, whichever occurs first. The reporting package shall include:

1. Financial statement,
2. Schedule of prior year audit findings,
3. Auditor's report, and
4. Corrective action plan that addresses each audit finding.

Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this Contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Recipient audits and OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations), as applicable.

B. Suspension or Termination

Either party may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the approved Scope of Service may only be undertaken with the prior approval of the City. In the event of any termination for convenience in accordance with 24 CFR 85.44, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Recipient under this Contract shall become the property of the City, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

In accordance with 24 CFR 85.43, the City may also suspend or terminate this Contract, in whole or in part, if the Recipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Recipient ineligible for any further participation in the City's Contracts, in addition to other remedies as provided by

law. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the City may withhold up to fifteen (15) percent of said Contract's funds or such amount that the City may determine as appropriate. Such suspension will last until such time as the Recipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

C. Workers' Compensation

All Contractors shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Contract.

D. Insurance and Bonding

The Recipient shall carry sufficient insurance coverage to protect Contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City.

All Contractors located within or providing services within a City of Las Cruces-owned facility are required to include the City as an additional insured with the same coverage as the Contractor on the Contractor's liability insurance policies.

The Contractor shall comply with the bonding and insurance requirements of 24 CFR Part 84, Subpart C, Financial and Program Management, Bonding and Insurance.

E. Reporting and Payment Procedures

1. Indirect Costs

Indirect Cost is not allowed as part of this Agreement.

2. Payment Procedures and Monthly Reports

The City will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and City policy concerning payments. Expense summaries, payment requests, monthly reports and support documentation will be submitted to the City every month, no later than the fifteenth day (15th) following the month reported, effective from the date of this Agreement through one month after the period of performance.

Payments will be made *no more* than once per month and only after receipt of a current month program and fiscal report as described in this section. Payments will be made for eligible expenses actually incurred by

the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance funds and program income balances available (if any) in Recipient accounts. In addition, the City reserves the right to liquidate funds available under this Contract for costs incurred by the City on behalf of the Recipient.

Monthly Reports and billings/request for reimbursement shall contain the Monthly Summary Progress Report as specified in Section VII.C.1.d. of the Contract. The Monthly Reports shall be submitted each month even if there is no monthly billing. For reports with no payment requested, an indication shall be made in writing "no billing for this month."

3. Final Report

The Final report shall contain client data/statistics summarized from the Monthly Reports and a narrative summary of the contract year, both positive and negative. This report shall be submitted to the City no later than January 15, 2013, after completion of the Contract Period or Program Year, whichever occurs last.

F. Close-Outs

The Recipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: Making final payments, submission of Final Report, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

G. General Compliance

The Recipient agrees to comply with the requirements of 24 CFR, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants.) The Recipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Contract.

H. "Independent Contractor"

Nothing contained in this Agreement is intended to, nor shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Contractor is an "independent contractor."

I. Hold Harmless

The Recipient agrees to defend, indemnify and save harmless the City and its officers, agents and employees from any and all suits, actions and claims of any character brought because of any injury or damage received or sustained by any person, persons or property arising out of or resulting from negligence of the Recipient under this Agreement; however, this hold harmless clause shall not extend to liability, claims, damages, losses or expenses, including attorney fees arising out of:

1. The preparation or approval of maps, drawings, opinion, reports, surveys, change orders, designs or specification by the City, or its agents or employees; or
2. The giving of or failure to give directions or instructions by the City, or its agents or employees, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

In the event the City, or its officers, agents or employees actively participate in such negligence, (a) the Recipient is relieved of its obligation to defend the City, and (b) the Recipient's obligation to indemnify and save harmless is limited to the amount representing the Recipient's comparative share of negligence as between the Recipient and the City.

J. Grantor Recognition

The Recipient shall insure recognition of the role of the Grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Contract shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support, provided herein, in all publications made possible with funds made available under this Contract.

K. Program Income

Any program income generated by Tierra Del Sol will be collected by the City and used by the City as "regular program income" as defined in 24 CFR 570.504(b) (2) (ii) and 570.504(c). The Contractor will not use or generate program income from the project.

L. Reversion of Assets

Upon its expiration, the Recipient shall transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. This Agreement does not authorize the acquisition of real property; therefore, change in use or property standards and retention requirements in 570.504 are not applicable.

M. Procurement

Purchase of equipment is not allowed as part of this Agreement.

N. Travel (Check one)

 The Contractor shall obtain written approval from the City for any travel outside the State of New Mexico, excepting El Paso County, Texas, with funds provided under this Agreement.

 X Travel is NOT included as part of this Agreement.

O. Sub-contract Provisions

If the Contractor decides to sub-contract part of the scope of work in this Agreement, it must get prior written authorization from the City. The Contractor also must include the provisions of Attachment "D" (Equal Employment Opportunity/Affirmative Action Clause) in every sub-contract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-contractors.

The Contractor shall furnish and cause each of its own sub-contractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

1. Approvals

The Recipient shall not enter into any sub-contracts with any agency or individual in the performance of this Contract without the written consent of the City, prior to the execution of such Contract.

2. Monitoring

The Recipient will monitor any sub-contracted services on a regular basis to assure Contract compliance. Results of monitoring efforts shall be

summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of non-compliance. These reports will be submitted to the City within 45 calendar days of completed correction of the non-compliance matter.

3. Content

The Recipient shall cause all of the provisions of this Contract in its entirety to be included in and made a part of any sub-contract executed in the performance of this Contract.

4. Selection Process

The Recipient shall undertake to insure that any sub-contracts let in the performance of this Contract shall be awarded on a fair and open competition basis. Executed copies of all sub-contracts shall be forwarded to the City along with documentation concerning the selection process.

P. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

Q. Religious Organizations

The Recipient agrees that all funds and/or programs under this Agreement, which includes faith-based organizations, are subject to the requirements specified in 24 CFR Part 570.200 (j), as amended.

II. PERSONNEL AND PARTICIPANT CONDITIONS

A. Drug-Free Workplace

The Recipient shall maintain a drug-free workplace and so place signs in appropriate places indicating such to clients, staff, and applicants. Attachment "B" Certification is required of all Recipients as part of the entire Contract.

B. Civil Rights

1. Compliance

The Recipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964, as amend;

Title VIII of the Civil Rights Act of 1968, as amended; Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and with Executive Order 11246, as amended by Executive Orders 11375 and 12086.

2. Non-discrimination/EEO-AA Statement

The Recipient will not discriminate against any employee or applicant for employment as stated in Attachment "C." Attachment "C" Certification is required of all Recipients as part of the entire Contract.

3. Section 504

The Recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program.

4. Americans with Disabilities Act.

a. Contracts to Conduct Programming

The Recipient shall ensure that all programs, services and activities are accessible to and useable by persons with disabilities in accordance with the Americans with Disabilities Act, including but not limited to, equal opportunity to participate and benefit, equally effective communication for persons with speech, hearing or cognitive disabilities, integrated seating and the provision of reasonable modifications and/or accommodations and to maintain, and provide to the City upon request, a record of all such requests received, granted and/or denied and the reason for any denials.

b. Operational Duties and Responsibilities

The Recipient shall post one or more signs containing facility hours, rules, warning signs and emergency telephone numbers, anti-drug policy, EEO, New Mexico Workforce and Fair Housing Posters as appropriate. The Recipient shall make such postings available in alternate formats upon request. The Recipient shall adhere to the City of Las Cruces Communication Policy when publicizing events, activities, programs or services.

c. Bid Specifications for Products, Design and/or Construction

The Recipient shall insure all proposed products, services, or activities contained as a part of this Contract comply with the requirements of the Americans with Disabilities Act and ADAAG requirements, ANSI Accessibility Guidelines and NMBC Accessibility Requirements (when applicable) to ensure accessibility to persons with disabilities.

C. **Affirmative Action**

1. **Approved Plan**

The Recipient agrees to be committed to and carry out the City's specifications pursuant to an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. Each Recipient must have an Affirmative Action Plan/Program filed with the City within 30 calendar days of the signing of this Agreement or certify that there is an AAP on file with the City from another activity undertaken by the Recipient within the last five (5) years. State the activity: **Low-Income Senior Roof Repair/Replacement Program.**

If the Recipient does not have an AAP, it must develop one. The Recipient shall develop and submit a plan for approval within 60 calendar days of the signing of the Agreement.

2. **Women/Minority Business Enterprises**

The Recipient will use its best efforts to afford minority-owned and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, a "minority group members" are African--Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Native Americans. The Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

D. **Employment Restrictions**

1. **Prohibited Activity**

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities,

sectarian or religious activities, lobbying, political patronage, and nepotism activities.

2. Notifications

The Contractor will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous, easily accessible places available to employees and applicants for employment.

3. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Recipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

4. Debarment and Suspension

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

5. Hatch Act

The Recipient agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United State Code.

6. Conflict of Interest (COI)

The Recipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or

indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Recipient further covenants that in the performance of the Contract no person having such a financial interest shall be employed or retained by the Recipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or of any designated public agencies or Contractors which are receiving funds under the CDBG Entitlement program. The Recipient is required to submit conflict of interest statements to the City and as specified by the City.

a. Applicability

In the procurement of supplies, equipment, construction, and services by recipients and by Contractors, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.

In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its Contractors to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to Sec. 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to Sec. 570.203, 570.204, 570.455, or 570.703 (i)).

b. Conflicts Prohibited

The general rule is that no persons described in Paragraph (c) of this Section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, sub-contract, or Contract with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

c. Persons Covered

The conflict of interest provisions of Paragraph (b) of this Section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Recipient, or any designated public agencies, or of Contractors that are receiving funds under this part.

The Recipient shall provide to the City a current list of Board of Directors, with names, addresses, telephone numbers and positions held. The Recipient shall also provide signed COI statements dated no earlier than 180 days prior to the effective date of this Contract, within 30 days of signing this Contract for all Board members and appropriate staff, so identified. COI statements must be renewed annually by all appropriate persons.

7. Lobbying

The Recipient hereby certifies that federally appropriated funds have not been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence any award action. Attachment "E" Certification is required of all Recipients as part of the entire Contract.

ATTACHMENT "C"**CERTIFICATION REGARDING DRUG-FREE
WORKPLACE REQUIREMENTS**

This certification set out below is a material representation upon which reliance is placed by the City of Las Cruces and the U.S. Department of Housing and Urban Development (HUD) in awarding this Grant. If it is later determined that the Recipient knowingly rendered a false certification or otherwise violates the requirements of the Drug-Free Workplace Act, the City's Community Development Department and/or HUD, in addition to any other remedies available to the federal government, may take action authorized under the Drug-Free Workplace Act. The Recipient will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

1. The Recipient certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Recipient's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - C. Making it a requirement that each employee be engaged in the performance of the grant is given a copy of the statement required by Paragraph "A."
 - D. Notifying the employee in the statement required by Paragraph "A" that, as a condition of employment under the Grant, the employee would:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

E. Notify the City's Community Development Department and/or HUD in writing within ten (10) calendar days after receiving notice under Subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

F. Taking one of the following actions, within 30 calendar days of receiving notice under Subparagraph (D) (2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E) and (F).

2. The Recipient shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the Grant funds (including street address, city, county, state, zip code and total estimated number of employees). The Recipient further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the Contract, it shall notify the City's Community Development Department and/or HUD immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

**PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE
REQUIREMENTS**

Name of Recipient: Tierra Del Sol Housing Corporation

Program Name: Low-Income Senior Roof Repair/Replacement

Date: _____

The Recipient shall insert in the space provided below the site(s) expected to be used for the performance of work under the Grant covered by the certification:

Place of Performance includes street address, city, county, state, zip code for each site:

Tierra Del Sol Housing Corporation
210 E. Idaho Ave., Suite B, Las Cruces, NM 88005
(Doña Ana County)

Check if there are work places on file that are not identified here.

ATTEST:

By: _____ Date: _____

By: _____ Date: _____

ATTACHMENT "D"

**EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION CLAUSE
FOR
CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246**

In carrying out this Contract, the Recipient and its contractors and subcontractors, if any, shall not discriminate against any employee or applicant for employment because of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental handicap or serious medical condition, or status with regard to public assistance. The Recipient shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices shall include, but not be limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Recipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause. The Recipient shall state in all solicitations or advertisement for employees placed by or on behalf of the Recipient that it is an Equal Opportunity or Affirmative Action employer.

ATTEST:

By: _____ Date: _____

By: _____ Date: _____

ATTACHMENT "E"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, subject to Attachment "A" Section II.D (8) to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative Contract..
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant and contracts under grants, and cooperative Contracts) and that the Recipient shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transactions was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ATTEST:

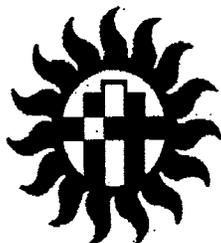
By _____ Date: _____

APPROVED AS TO FORM:

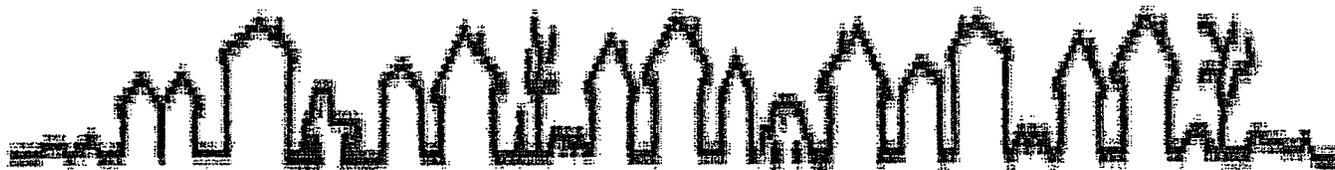
City Attorney

ATTACHMENT "F"

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City of Las Cruces



PROGRAM YEAR 2011

(City of Las Cruces Fiscal Year 2012)

CDBG

APPLICATION



Mailing Address: P.O. Box 20000, LC, NM 88004
Physical Address: 700 N. Main St.

Phone: 528-3022 Fax: 528-3101
TTY: 528-3157 or 1.800.659.8331
Español: 1.800.327.1857

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**PART 1
APPLICATION FOR CITY OF LAS CRUCES CDBG FUNDING PROGRAM.**

Gray shaded areas for staff use only	
Date Received:	Project #:
ORGANIZATION NAME AND MAILING ADDRESS: (add sheet as necessary)	
<p>Tierra del Sol Housing Corporation 210 E. Idaho Avenue, Suite B Las Cruces, NM 88005</p>	
Date of Incorporation/Agency start-up date: <u>April 27, 1973</u>	
Business Registration Number: <u>6025</u>	
Location of Registration: <u>210 Idaho Ave., Suite B</u> Exp. Date: <u>05/31/2011</u>	
Executive Director/ CEO: <u>Rose Garcia</u>	
Contact Person for Application if different from Executive Director/ CEO: <u>Mike Rudloff</u>	
Phone Number: <u>(575) 640-6022</u> Fax Number: <u>(575) 541-0476</u>	
Email: <u>mrudloff@tierradelsolhousing.org</u>	

TYPE OF ORGANIZATION:	
<input type="checkbox"/>	Non-Profit
<input checked="" type="checkbox"/>	CHDO (Community Housing Development Organization)
<input type="checkbox"/>	Public Housing Authority
<input type="checkbox"/>	Private For-Profit Developer
<input type="checkbox"/>	Government
<input type="checkbox"/>	Other: _____

NOTE: IF SUB-GRANTEE OR CO-APPLICANT EXISTS COPY THIS PAGE AND COMPLETE THEIR INFORMATION

FUNDING REQUEST

TYPE OF PROJECT	
<input type="checkbox"/>	Public Facility
<input type="checkbox"/>	Public Infrastructure
<input checked="" type="checkbox"/>	Existing Housing
<input type="checkbox"/>	Economic Development
<input type="checkbox"/>	Other: _____
TYPE OF ACTIVITIES (Check all of the activities involved in your project)	
<input type="checkbox"/>	Acquisition
<input type="checkbox"/>	New Construction (Non-Housing Only)
<input type="checkbox"/>	Rehabilitation
<input type="checkbox"/>	ADA Accessibility Improvements
<input type="checkbox"/>	Demolition/Clearance
<input type="checkbox"/>	Job Retention/Creation
<input checked="" type="checkbox"/>	Other: <u>Roof Repair/Replacement Program for the Elderly</u>
TARGETED INCOME LEVEL (Check all that apply)	
<input checked="" type="checkbox"/>	Less than 30% Median Income
<input checked="" type="checkbox"/>	31% - 50% of Median Income
<input type="checkbox"/>	51% - 60% of Median Income
<input type="checkbox"/>	61% - 80% of Median Income
AMOUNT REQUESTED: \$ 40,000.00	
1. Loan <input checked="" type="checkbox"/>	
a) Type of loan requested:	<input type="checkbox"/> Deferred Payment Loan <input checked="" type="checkbox"/> Forgivable Loan <input type="checkbox"/> Conventional Loan
2. Grant <input type="checkbox"/>	

PROJECT DESCRIPTION & PROFILE

- 1) **Provide a brief narrative of the proposed project: Include project objectives, target population, major project characteristics, number and type of units, surrounding neighborhood, proximity to services, public or other transportation, etc.**

Roof Repair/Replacement Program

Tierra del Sol Housing Corporation will target a minimum of four elderly owner-occupied homeowners, age 62 and over, who reside within the corporate boundaries of the city of Las Cruces and whose household meets the below 50% AMI criteria. HUD Part 5 income and asset determination will be utilized for each household and then verified for program eligibility against the most recent income limits, according to location and family size, as established by HUD. Tierra del Sol Housing Corporation (TdS) will maintain a waiting list in the Roof Replacement Program on a first-come-first-served as the applicant qualifies basis to mirror our existing owner-occupied housing rehab program's extensive group of applicants. By using this method, Tierra del Sol Housing Corporation ensures fairness to all interested individuals without regard to age, gender, race and ethnicity. Due to TdS' Rehabilitation/Repair Program guidelines, household income will be a factor in targeting, marketing and program selection. Efforts to reach the targeted population will be done by program staff through program networks, i.e., local governments and local housing authorities in the designated areas; senior citizen centers and individual referrals. TdS is also committed to obtain applicants from existing inquiry lists. All interested applicants will be screened, on a first-come-first-served basis, for eligibility under income criterion and property ownership factors to avert substantial cost and time spent on otherwise ineligible applicants. The information needed to determine basic eligibility will be obtained through an application which solicits information on income, age, disability, proof of property ownership and the suitability of the dwelling for roof repair/replacement. A complete application package must include supporting documentation including: verification of income, proof of age, proof of property ownership and occupancy, property taxes and hazard insurance current, proof of U.S. citizenship or legal residence, preliminary repair assessment and financial assistance agreement. Tierra del Sol Housing Corporation will require a deed restriction that the owner will continue to occupy the unit at least five years after assistance. Tierra del Sol will make extensive efforts to provide equal opportunity to all applicants without regard to race, ethnicity, sex, religion, etc. Determination of roof repair/replacement will be assessed by an on-site property/structure evaluation completed by rehabilitation program staff. The property owner will assist in the needs assessment. The completed site evaluation will be the basis of the work write-up and cost estimate. All work to be performed on selected units will be on a contractual basis. The use of licensed, bonded and insured contractors and subcontractors will be an integral part of TdS's program activity. Selected homes will be evaluated and work-write ups completed by program staff and accepted by the homeowner. The work-write up will be used for competitive bidding by qualified contractors. Bid selection and awarding of contracts will be performed by the homeowner in accordance with TdS' established policies and procedures manual along with approved budget allocations.

1a) Once project is complete, who will manage it?

Tierra del Sol Housing Corporation's Housing Rehabilitation Program staff will manage the project until the 5-year deed restriction has concluded.

2) Explain how the use of CDBG funds makes this project feasible, including financial feasibility.

Utilizing City of Las Cruces CDBG funds for Tierra del Sol Housing Corporation (TdS) to administer the Roof Repair/Replacement Program, targeting Las Cruces owner-occupied households with individuals 62 years of age and over and who are of low-income, is the best approach for this program to reach fruition.

Both historically and currently, TdS has secured funding from the New Mexico Mortgage Finance Authority (HOME), U.S. Department of Agriculture Rural Housing Services (HPG) and U.S. Department of Housing and Urban Development (RHED) to administer the owner-occupied housing rehabilitation/repair program to low-income owner-occupied households located strictly within designated colonia areas in the counties of Dona Ana, Hidalgo and Otero. Our present funding capacity eliminates TdS' ability to assist eligible homeowners within the Las Cruces municipal boundary.

3) What 2006-2010 Consolidated Plan priority does this project address? How does the proposed activity address the priority?

The Goals, Objectives and Policies of the Housing Element should support the Housing Goal of the Las Cruces City Plan: "Promote a balance of housing types for our City." Organization of these items are as follows:

- 1) Housing Availability and Affordability
- 2) Housing and Neighborhood Preservation
- 3) Neighborhood Enhancement/Creation

Tierra del Sol Housing Corporation is focusing on the following component incorporated within the Las Cruces City Plan:

2) Housing and Neighborhood Preservation

GOAL 2: Foster and support housing and neighborhood preservation throughout the City to help maintain and/or increase the livability of the community as a whole.

Objective 3: Increase opportunities for the housing stock to be maintained in a safe and sanitary living condition.

The Tierra del Sol Housing Corporation's Roof Repair/Replacement Program will address housing preservation with an increased opportunity for existing housing stock be maintained in a safe living condition. A leaking roof normally develops into water damage to building components such as ceilings, walls, insulation, etc. and could trigger dangerous shock waves while a human being is in contact with electrical components. Water damage not properly addressed is also a basis of mold growth instigating breathing difficulties for the occupants.

4) How did you determine that there is a need for this project? (Please include any statistical information that helped you determine this need).

According to the 2005-2009 American Community Survey 5-Year Estimates, Las Cruces has a \$19,614 per capita income. The overall percentage of families and individuals whose income falls below poverty level in Las Cruces is at 21.2% while those 65 years and over is at 8.3%. Again, according to the estimates, 9,152 households, or 26.4%, of the 34,647 total households within the city have Social Security Income averaging \$13,827 per year; 1,345 households, or 3.9%, receive Supplemental Security Income averaging \$7,673 annually; 6,860 households, or 19.8%, receive other means of retirement income averaging \$22,477 per year. Within the city, the estimated 62 years of age and over number is 13,699, or 15.4% of the Las Cruces population total.

The income related hardships aforementioned make it difficult for the 62 and over low-income owner-occupied households to qualify for a conventional loan and in turn become probable victims of predatory lenders or have no choice but to let the home move toward disrepair.

The 2005-2009 American Community Survey 5-Year Estimates indicate there are 34,647 occupied housing units within Las Cruces while 19,758 of that figure, or 57.0%, are owner-occupied. Numbers show that 21,595 total housing units, or 57.1%, were constructed over 20 years ago or pre-1989.

Many elderly home owners dwell in substandard housing or just need roof repairs/replacement. To meet the need of low income home owners and preserve the existing housing stock within the city, it is necessary to target single-family units that require roof repair or replacement and make the repair/replacement sufficient to withstand time.

- 5) Has this organization had prior years CDBG funding? If so, please complete the following table. (LIST ONLY THE FOUR MOST RECENT)

Name of Project	Date of Award	Amount of Award	Date Project Completed
TdS' Owner-occupied Housing Rehabilitation Program funded by the NM Mortgage Finance Authority and routed through the County of Dona Ana.	02/18/2008	\$223,410.00	12/31/2009

6) Does the organization have a Strategic Plan? Yes No

6a) If yes, how does this proposal fit within the organization's Strategic Plan?

Excerpt from Tierra del Sol Housing Corporation's Combined Strategic and Business Plan for FY 2010-2013, revised October 2010.

Home Rehabilitation & Preservation

The housing rehabilitation component for owner occupied housing preserves or reconstructs existing owner-occupied single-family units. The scope of services and assistance are intended to provide rehabilitation to homeowners who qualify for services based on low-income guidelines and qualifying special populations.

- **Primary Responsibilities**

Home Repair and Rehabilitation programs county-wide

6b) If no, please explain how the organization identifies and defines its annual goals and objectives, and how this proposal fits within the current goals and objectives.

N/A

6c) Have the organization's goals/objectives changed within the past three to five years?

Yes No

If yes, please describe how and why the goals/objectives changed.

7) **PROJECT LOCATION**

a) **Street Address (If available; If not list the location and/or legal description):**
Within the city boundary of Las Cruces

b) **Census Tract No.** Unknown at this time

c) **Council District No.** Unknown at this time

d) **Site Acres:** Unknown at this time

7a) **SITE CONTROL STATUS (check only one) Not Applicable to Owner-occupied Repair**

Own

Optioned **Expiration Date:** _____

Date Under Contract: _____

To be Acquired

Leased Term: _____ **years/months**

Lease from: _____

7b) **ZONING STATUS & PLATTING STATUS**

(a) **TBD/ Location Unspecified**

(b) **Known Location**

Site Zoning: _____

Legally Platted:

Yes

No

(c) **Does the property need to be subdivided?**

Yes

No

(d) **Any Non-conforming issues**

Yes

No

If yes, describe:

(e) Current Use (please complete the table below):

LAND TYPE	Prior Use- Date and Description	Age of Structure		
		Estimate Age	Actual Age	
Vacant Land				
Unoccupied Building				
Occupied Building		Unknown	Unknown	
CHECK APPLICABLE	Standard	Sub- standard	To be demolished	N/A
Current physical Condition of Buildings		X		
CHECK APPLICABLE	Yes	No		
Will project cause relocation/displacement of current residents		X		
Other:				

If Project will cause relocation / displacement of current residents, YOU MUST FILL OUT THE ACQUISITION, RELOCATION, AND REPLACEMENT CERTIFICATION FORM. (Part 2 – Certifications).

FUNDING SOURCES

SUMMARY OF FUNDING SOURCES FOR CONSTRUCTION FINANCING					
SOURCE	TYPE¹	AMOUNT	TERMS	INTEREST RATE	STATUS²
CDBG	Forgivable Loan	\$40,000.00			Unknown at this time
	TOTAL:	\$40,000.00			

SUMMARY OF FUNDING SOURCES FOR PERMANENT FINANCING					
SOURCE	TYPE¹	AMOUNT	TERMS	INTEREST RATE	STATUS²
CDBG	Forgivable Loan	\$40,000.00			Unknown at this time
	TOTAL:	\$40,000.00			

USE OF FUNDS

¹ Indicate the source type as loan, grant, or equity.

² Indicate the status as either application submitted, under review, approved, or other (specify).

PROJECT ACTIVITIES	Total Project Costs	CDBG Funds	Non-CDBG Funding Source
A. Acquisition Costs			
1. Land			
2. Existing Structures			
3. Appraisals			
4. Soil Tests			
5. Surveys			
6. Other:			
7. Other:			
B. Construction Costs			
1. Building Permit Fees			
2. Utility Connection & Impact Fees			
3. Off-Site Infrastructure			
4. On-Site Infrastructure			
5. Construction	\$36,000.00	\$36,000.00	N/A
6. Contingency			
7. Other:			
8. Other:			
C. Design Fees			
1. Architect Fee			
2. Engineering Fee			
3. Other:			
SUBTOTAL (A-C)	\$36,000.00	\$36,000.00	N/A

PROJECT ACTIVITIES	Total Project Costs	CDBG Funds	Non- CDBG Source
D. Interim Costs			
1. Construction Insurance			
2. Construction Loan Origination Fee			
3. Construction Interest			
4. Consultant Fees			
5. Taxes during Construction			
6. Other:			
7. Other:			
E. Permanent Financing Fees/Deposits			
1. Loan Fees & Expenses			
2. Attorney Fees			
3. Operating Reserve			
4. Other:			
5. Other:			
F. Tenant Relocation			
1. Temporary Relocation			
2. Permanent Relocation			
G. Project Management			
1. Marketing			
2. Project Management	\$4,000.00	\$4,000.00	
3. Consultant Fees			
4. Other:			
5. Other:			
H. General Administration			
1. Salaries/Benefits			
2. Operating/Supplies			
3. Travel			
4. Audit			
SUBTOTAL (D-H)	\$4,000.00	\$4,000.00	
GRAND TOTAL (A-H)	\$40,000.00	\$40,000.00	

PROJECT DEVELOPMENT SCHEDULE

8) Indicate the actual or expected date for the following activities.

	Beginning Date	Duration	End Date
Property Acquisition			
Environmental Review	08/01/2011	60 days	10/01/2011
Variance/zone changes/subdivision			
Building Permit			
Loan Application	05/01/2011	90 days	08/01/2011
Construction Start	11/01/2011	120 days	03/01/2012
Construction Completion	03/01/2012		
Certificate of Occupancy	04/01/2012		

APPLICANT QUALIFICATIONS

9) Summarize your organization's experience in areas relevant to the proposed project with the six (6) most recent projects, include 2 completed projects if applicable. Please fill in all the blanks

	Project A	Project B
Project Name	Juanita Ramirez	Ramona Winn
Location	1862 Deer Circle Anthony, NM 88021	120 Voyager San Miguel, NM 88058
Type, # UNITS, # CLIENTS	Roof Replacement, Window Replacement, Storm Water Management / 1 unit / 2 clients	Substantial Rehabilitation 1 Unit 1 Client
Year/Status Completed	Completed 12/22/2010 Project Cost: \$13,660.20	90% Completed as of 01/15/2011 Project Cost: \$77,329.27
	Project C	Project D
Project Name	Alicia Silva	Adela Garcia
Location	825 Livesay Anthony, NM 88021	5278 Cristo Rey Dona Ana, NM 88032
Type, # UNITS, # CLIENTS	Substantial Rehabilitation 1 Unit 2 Clients	Substantial Rehabilitation 1 Unit 1 Client
Year/Status Completed	90% Completed as of 01/15/2011 Project Cost: \$81,960.22	90% Completed as of 01/15/2011 Project Cost: \$65,832.67
	Project E	Project F
Project Name	Delia Guererro	Ofelia Lopez
Location	190 Center Valley Road Vado, NM 88072	606 Lou Andes Anthony, NM 88021
Type, # UNITS/ # CLIENTS	Roof Replacement, Window Replacement, Storm Water Management / 1 Unit / 1 Client	Roof Replacement, Interior Work 1 Unit 1 Client
Year/Status Completed	Completed 08/08/2010 Project Cost: \$14,685.00	Completed 05/20/2010 Project Cost: \$39,423.50

10) Please complete the table below for all key staff members involved in the project:

Name	Title	Total Years Experience	Years with Association
Mike Rudloff	Single Family Owner-occupied Housing Rehabilitation Program Manager	19	3.5
Sonia Jones	Client Intake Specialist	2	5
Tammy El-Tawil	Accountant	21	5
H. Timothy Jones	EPA Certified (NM) Lead Based Paint Risk Assessor	14	Contracted / On Call When Needed

11) Please identify four (4) professional references. Include contact person, name of organization/business, physical address, phone number. No more than one reference can be a Las Cruces City Council member or City staff.

	Reference One	Reference Two
Contact Name	Laurie Linden	Nora Oliver
Organization	NM Mortgage Finance Authority 344 4 th Street SW Albuquerque, NM 87102	Dona Ana County 845 N. Motel Blvd. Las Cruces, NM 88007
Current Phone Number	(505) 767-2260 (Direct Line)	(575) 525-6196 (Direct Line)
	Reference Three	Reference Four
Contact Name	Marcie McGuinn	Robert Molina
Organization	U.S.D.A. RD – Las Cruces Office 2507 N. Telshor, Suite 3 Las Cruces, NM 88011	Molina Contractors 49 Lost Dutchman Mesquite, NM 88048
Current Phone Number	(575) 522-8775, Ext. 5	(575) 640-1690 (Mobile Phone)



Tierra Del Sol Housing Corporation

HomeOwnership Center



January 25, 2011

Raymond Burchfield
Neighborhood Programs Specialist
City of Las Cruces
700 N. Main Street, Suite 1100 – Room 1137A
Las Cruces, NM 88001

RE: Response to CDBG Application Program Year 2011

Dear Mr. Burchfield:

Tierra del Sol Housing Corporation (TDS) is submitting the attached proposal for funding under the City of Las Cruces' CDBG Program Year 2011.

The projects, yet to be determined, will be located within the Las Cruces municipal corporate boundaries. Funding is vital to enhance the housing stock, within the city, of elderly low-income home owners to reach the livability standards consistent with the individual affordable housing aspirations.

Thank you for your attention on this matter. If you should have any questions, concerns or need additional information, feel free to call me at (575) 882-3554 or Mike Rudloff at (575) 541-0477.

Sincerely,


Rose Garcia
Executive Director



RESOLUTION NO. 11-217

A RESOLUTION ADOPTING THE 2011-2015 CONSOLIDATED PLAN FOR THE CITY OF LAS CRUCES, AS REQUIRED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD). THE RESOLUTION ALSO ADOPTS THE 2011 ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAMS.

The City Council is informed that:

WHEREAS, the City of Las Cruces is an entitlement community as defined by the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) and as a participating jurisdiction for the HOME Investment Partnership (HOME) Programs; and

WHEREAS, entitlement communities are required to develop, adopt, and implement a Consolidated Plan every three to five years to address the City's affordable housing and community development needs in order to continue to receive the CDBG and HOME funding; and

WHEREAS, the City's current Consolidated Plan expires at the end of the current City fiscal year (June 30, 2011); and

WHEREAS, a new 2011-2015 Consolidated Plan and the first year's action plan for the HUD Program Year 2011 has been developed by both City staff and the City-hired consultant, BBC Research and Consulting of Denver, CO; and

WHEREAS, for the 2011 Action Plan, the City is projected to receive entitlement and program income for both the CDBG and HOME Programs from HUD in the amount of \$1,776,602 to address the City's affordable housing and community development needs for its low- and moderate-income areas and residents.

NOW, THEREFORE, Be it resolved by the governing body of the City of Las Cruces:

(I)

THAT the City of Las Cruces 2011-2015 Consolidated Plan, included the 2011 Action Plan, and all necessary support documentation, as shown in Exhibit "A," attached hereto and made part of this Resolution, is hereby approved and adopted.

(II)

THAT the Assistant City Manager is hereby authorized to execute the necessary submittal documents and Staff is hereby authorized to transmit the Consolidated Plan, and the 2011 Action Plan to the U.S. Department of Housing and Urban Development on the City's behalf.

(III)

THAT the 2011 Action Plan is hereby authorized to be incorporated into the City's FY 2011/12 budget, once developed.

(IV)

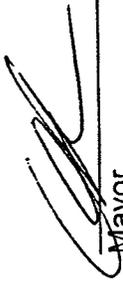
THAT the staff is hereby authorized to develop and execute the standard CDBG Public Service Agency Agreements and the standard HOME Community Housing Development Organization's (CHDO's) Operating Agreements in accordance with the 2011 Action Plan and the Assistant City Manager is authorized to sign said agreements on the City's behalf, without further consideration by the City Council.

(V)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

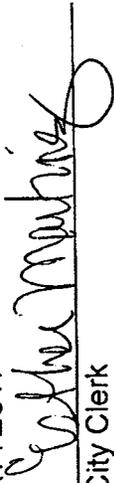
DONE AND APPROVED this 2nd day of May, 2011.

APPROVED:



Mayor

ATTEST:



City Clerk

VOTE:
Mayor Miyagishima: Aye
Councillor Silva: Aye
Councillor Connor: Aye
Councillor Pedroza: Aye
Councillor Small: Aye
Councillor Sorg: Aye
Councillor Thomas: Aye

(SEAL)

Moved by: Connor

Seconded by: Small

APPROVED AS TO FORM:



City Attorney