

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("the Agreement") is entered into this 15th day of June, 2015, by and between the CITY OF HIGH POINT, a North Carolina municipal corporation with a mailing address of P.O. Box 230, High Point, North Carolina 27261 ("the City"), and COMMUNITY HOUSING SOLUTIONS OF GUILFORD, INC., a North Carolina non-profit corporation authorized to do business in the State of North Carolina, with a mailing address of P.O. Box 3341, Greensboro, NC 27402.

SERVICES

WHEREAS, the City is the recipient of HOME Investment Partnerships Program Funds from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, Community Housing Solutions of Guilford, Inc. has been certified with the City as a Community Housing Development Organization (party hereinafter referred to as "CHDO"), and has submitted a proposal for use of funds for eligible projects under HOME regulations; and

WHEREAS, the City desires to engage CHDO to provide the services described in the attached **Attachment A** ("the Services"). The Services include all additional services reasonably implied and inferred therefrom or customarily provided in the performance of services of the nature to be provided by CHDO pursuant to the Agreement; and

WHEREAS, CHDO desires to render the Services, and has the experience, staff and resources to perform the Services;

NOW, THEREFORE, the City and CHDO, in consideration of their mutual covenants, hereby agree as follows:

SECTION I. PROVISION OF THE SERVICES

- A. Provision of and Payment for the Services. CHDO shall provide the Services consistent with the terms of the Agreement. The City shall pay CHDO for the provision of the Services consistent with the terms of the Agreement.
- B. Regulations Governing Use of Funds. The funds to be made available to CHDO by the City under this Agreement are derived from the HOME Investment Partnerships Program funds (hereinafter referred to as "the HOME Program"), which funds are made available to the City by the United States Department of Housing and Urban Development (hereinafter called "HUD"). CHDO acknowledges the source of these funds and agrees to cooperate fully in providing the City any and all information and reports as may be required by the City in order that the City can comply with applicable HOME Program regulations. Set out below are specific requirements imposed on CHDO by the City to ensure compliance with all applicable HOME Program regulations. CHDO acknowledges that there may be additional reports or information which it shall have to provide and additional actions which it may have to take in order to comply with HOME Program rules and regulations. If directed by the City, CHDO agrees to take such additional actions and provide required information.
 - 1. Funds provided to CHDO are to be used exclusively for expenses incurred in the execution of the program proposed for the City's 2015-16 fiscal year, in accordance with

the budget and scope of services attached hereto (Attachment "A") and the qualification as affordable housing homeownership attached hereto (Attachment "B") which are incorporated by reference as if fully set forth herein. Any amendment to this budget, which results in increases or decreases in the total amount of the budget, must be submitted in writing to, and approved by, the City at the time of such amendment. The expenditure of any funds being made available under this agreement for any purpose not authorized by this agreement shall constitute a material breach and will cause CHDO to be in default. It is agreed that sufficient documentation in the form of payroll records, invoices and bills will be maintained by CHDO in order to support authorized expenditures.

2. City will fund CHDO in an amount not to exceed in aggregate **Two Hundred Eighty Seven Thousand and Thirty-Eight dollars (\$287,038.00)** for the construction of **two (2) houses in the Southside neighborhood**. Appropriations shall be made for the fiscal year beginning July 1, 2014.

C. Section 3 Clause.

1. The work to be performed under this agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this agreement shall comply with HUD's regulations set forth at 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties to this agreement certify that they are under no contractual or other impediment that would prevent them from complying with the code of Federal Regulations. Specifically 24 CFR Part 135.
3. The CHDO is required to send to each labor organization or representative of workers with which the CHDO has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CHDO's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The CHDO is required to include this Section 3 clause in every subcontract subject to compliance with regulations codified at 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The CHDO will not subcontract with any subcontractor where the CHDO has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. The CHDO is required to certify that any vacant employment positions, including training positions, that are filled (1) after the CHDO is selected but before the contract is executed,

and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the CHDO's obligations under 24 CFR Part 135.

6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this agreement for default, and debarment or suspension from future HUD assisted contracts.
- D. Non-Discrimination Under Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations including the regulations codified at 24 CFR Part 1, and the Americans with Disabilities Act codified at, 42 U.S.C. §§ 12101 et seq. In the sale, lease or other transfer of land acquired, cleared or improved with the assistance provided under this agreement, CHDO shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, handicap, familial status, age or national origin in the sale, lease or rental or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the CHDO and the United States are beneficiaries of and entitled to enforce such covenant. CHDO in undertaking its obligation in carrying out the program assisted hereunder agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.
- E. Title VIII of the Civil Rights Act and The Fair Housing Act. In carrying out these programs funded in whole or in part with monies made available under the provisions of this agreement, CHDO will comply with Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and The Fair Housing Act, 42 U.S.C. §§ 3601 et. seq., as amended, and the High Point City Charter Sections 8.30 et seq., as amended, in administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and will take action to affirmatively further fair housing in the sale or rental of houses, the financing of housing, or the provision of brokerage services.
- F. Independent CHDO. CHDO is an independent CHDO. CHDO, its employees, subcontractors, suppliers and consultants are not, individually or collectively, to be deemed an employee or employees of the City under any circumstances. The Agreement shall not under any circumstances be construed to make the City and CHDO joint venturers, partners or parties to similar relationships with each other.

SECTION II. RESPONSIBILITIES OF CHDO

- A. Service Provider's Work. CHDO shall be responsible for the full provision of the Services, the professional quality and technical accuracy of the Services, the preparation of all reasonably required and customary documentation relating to the Services, and the coordination of all activities relating to the Services. CHDO shall utilize no subrecipients to carry out the services to be performed under this Agreement without the written approval of City.
- B. Standard of Care. CHDO shall provide the Services in a manner consistent with best practices in the industry with which the Services are associated.
- C. Timeliness of Performance. CHDO shall provide the Services in a timely fashion consistent with the City's scheduling requirements and shall be completed on or before the expiration of the term of this Agreement. The CHDO agrees that, if City conveys lots to CHDO in the implementation

of this Agreement, construction of an affordable house (as same is defined herein) shall begin on those lots conveyed by the City to the CHDO and which are subject to this Agreement within five (5) years of the date of conveyance of lots to CHDO. In the event that construction has not so begun on any such lot within said five (5) year period, then title to said lot shall automatically revert to the City, and the CHDO shall have no further ownership interest therein.

- D. Compliance with Applicable Law. CHDO shall comply with all Federal, State and local laws and ordinances applicable to the Services. CHDO shall not discriminate on the grounds of race, color, religion, sex, age, disability or national origin in the performance of the Services. CHDO shall at all times comply with all safety and health regulations, standards and codes applicable to the Services.
- E. CHDO's Representative. Prior to provision of the Services, CHDO shall by written notice to the City designate a representative to act on behalf of CHDO with respect to the Agreement and the Services. CHDO's representative's decisions, agreements and actions relating to the Agreement and the Services shall be binding upon CHDO. If the City requests that CHDO designate a different representative to act on behalf of CHDO with respect to the Agreement and the Services, CHDO will do so within five (5) business days of CHDO's receipt of written notice from the City regarding this request. If CHDO decides to change its designated representative, CHDO will give written notice to the City of its new designated representative.
- F. Warranty. CHDO fully warrants the Services provided pursuant to the Agreement, and does not disclaim any express or implied warranty potentially applicable to the Services.
- G. Bonds. CHDO shall provide any payment bond or performance bond required by the City. The City will provide written notice to CHDO of the need, if any, to provide payment and/or performance bonds relating to the Services prior to the commencement of CHDO's provision of the Services. If the City requests that a payment and/or performance bond be provided by CHDO, the required bond or bonds will be provided by CHDO prior to CHDO's provision of the Services.
- H. Performance Report. CHDO shall provide the City with a quarterly performance report for each year that this agreement continues in effect, or that CHDO utilizes funds made available under this agreement. Such report will cover the preceding quarterly period, and shall include at the minimum the following information:
 - 1. Progress on planned activities to include amount of funds obligated and expended and steps taken to carry out funded activity.
 - 2. Assessment of the effectiveness of the funded activity.
 - 3. Analysis of the persons actually benefited by the funded activity.

Said reports due dates are the fifteenth (15th) of the month after each calendar quarter covering the previous quarter's activities. It is anticipated that all work shall be completed within 365 days of the date of the signing of this Agreement.

The City shall provide CHDO the format of such report.

- I. Program Income. Proceeds from the sale of real or personal property, either provided by the City or purchased in whole or in part with funds made available under this agreement, shall be handled in accordance with OMB Circular A-102 pertaining to property management.
- J. Financial Management Standards. CHDO shall provide a financial management system that shall provide for the following:
1. Records that identify adequately the source and application of funds for grant-support activity. These records shall contain information pertaining to Federal awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
 2. Effective control over and accountability for all funds, property and other assets. CHDO shall safeguard all such assets and shall assure that they are used solely for authorized purposes.
 3. Comparison of actual outlays with budgeted amounts made available under this agreement. Also, relation of financial information with performance or productivity data, including the production of unit cost information whenever appropriate and required by the City.
 4. Procedures to minimize the time elapsing between the transfer of funds from the U.S. Treasury and the disbursement to CHDO by the City whenever funds are advanced by the Federal Government. Whenever advances are made by a letter of credit method, CHDO shall assist the City in making drawdowns from the U.S. Treasury as close as possible to the time of making the disbursements to CHDO.
 5. Procedures for determining reasonableness, allowability and allocability of costs in accordance with the provisions of OMB Circular A-122.
 6. Accounting records that are supported by source documentation.
 7. Examinations in the form of audits or internal audits shall be required. Such audits shall be made by qualified individuals who are sufficiently independent of those who authorize the expenditure of the funds made available under this agreement, to produce unbiased opinions, conclusions or judgments. These examinations are intended to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the grant and this agreement. They should be made in accordance with generally accepted auditing standards including the standards published by the General Accounting Office, Standards for Audit of Governmental Organizations, Programs, Activities, and Functions. Examinations should be conducted on an organization-wide basis to test the fiscal integrity of financial transactions as well as compliance with the terms and conditions of this agreement.
 8. Audits will be conducted annually unless CHDO is otherwise directed by the City.
 9. A systematic approach to assure timely and appropriate resolution of audit finding and recommendations.

Any deficiencies revealed by said audit shall be corrected or resolved to the satisfaction of the City within a period not to exceed three months of receipt of audit findings and recommendations, or sooner if in the sole discretion of the City circumstances so require.

- K. Allowable Costs. It is anticipated that the terms of this agreement shall specify the permitted uses of funds made available to CHDO. In no event will any funds made available under this agreement be used to pay a cost that is not allowed under the provisions of OMB Circular A-122.

Specifically excluded as allowable costs under OMB A-122 include but are not limited to the following: all costs incurred for organized fund raising, including financial campaigns, endowment drives, solicitation of gifts, bequests and similar expenses incurred solely to raise capital or obtain contributions.

In addition to all other records required under OMB A-122, CHDO shall maintain payroll records that clearly identify the percentage of each employee's time allocated to organize fund raising. No part of the funds made available under this agreement shall be used to meet payroll costs attributable to organized fund raising.

All costs incurred by CHDO which are later determined by an audit or otherwise to be disallowed costs, under the provisions of OMB Circular A-122, shall be refunded in full by CHDO to the City.

- L. Cash Depositories. All funds advanced to CHDO by the City under the provisions of this agreement must be deposited in a bank with Federal Deposit Insurance Corporation (FDIC) insurance coverage and the balance exceeding the FDIC coverage must be collaterally secured.

Consistent with the national goal of expanding the opportunities of minority business enterprises, CHDO is encouraged to use minority banks (a bank that is owned at least 50% by minority group members). A list of minority owned banks can be obtained from the Office of Minority Business Enterprise, Department of Commerce, Washington, D.C. 20230.

- M. Provisions Governing Use and Disposition of Real and Personal Property. Title to real property, the purchase of which is paid with funds made available in this agreement, shall vest in the City of High Point unless provided otherwise in this agreement.

The following provisions shall govern the use and disposition of all personal property acquired by CHDO with HOME Program Funds made available by the City under the provisions of this agreement.

1. Title to all personal property acquired with HOME Program Funds shall vest in the City.
2. CHDO shall maintain property records of all property acquired with HOME Program Funds which shall be maintained accurately and shall include:
 - a. A description of the property.
 - b. Manufacturer's serial number, model number, federal stock number, national stock number or other identification number;
 - c. Acquisition date and cost;
 - d. Location, use and condition of the property and the date the information was reported;

- e. Such records shall be retained for three years after final disposition of the property.
 3. A physical inventory of all property acquired and held by CHDO with HOME Program Funds will be submitted to the City on June 30th following execution of this agreement and annually on June 30th of each year thereafter that CHDO continues in existence and receives HOME Program Funds from the City or utilizes personal property acquired with HOME Program Funds made available by the City, as requested by the City.
 4. CHDO shall establish a control system to ensure adequate safeguards to prevent loss, damage or theft to property acquired with funds made available under this agreement.
 5. Adequate maintenance procedures shall be implemented to keep the property in good condition.
 6. No personal property acquired by CHDO with HOME Program Funds, except that consumed in the ordinary course of business, shall be disposed of, conveyed, granted, sold or given away by CHDO. All personal property acquired with HOME Program funds no longer required by CHDO, or the useful life of which has expired, shall be returned to the City. In the event the CHDO is dissolved for any reason whatsoever, all personal property acquired with HOME Program Funds and held by CHDO shall be returned to the City with a complete inventory to be submitted upon the return of such property.
- N. Procurement Standards. This paragraph provides standards for use by CHDO in establishing procedures for the procurement of supplies, equipment, construction and other services with the funds made available under the provisions of this agreement.

The CHDO shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this agreement, the CHDO shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40 - .48.

1. All such construction or repair work contracts and purchases or apparatus, supplies, materials or equipment shall also conform with all other applicable provisions of Article 8, Chapter 143 of the North Carolina General Statutes.
2. The type of procuring instruments used (i.e., fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts, etc.), shall be appropriate for the particular procurement and for promoting the best interest of the program supported with the funds made available under this agreement.

The "cost-plus-a-percentage-of-costs" method of contracting shall not be used in any agreement utilizing any part of the funds made available to CHDO under the provisions of this agreement.

3. Proposed procurement actions shall be reviewed by CHDO's Officials and/or Directors to avoid purchasing unnecessary or duplicates of the items. Where appropriate, an analysis shall be made of lease and purchase alternatives to determine which would be the most economical, practical procurement.

4. New invitations for bids or requests for proposals shall be based upon a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurements, contain features that unduly restrict competition. "Brand name or equal" description may be used as a means to define the performance or other salient requirements of procurement, and when so used the specific features of the named brand which must be met by offers should be clearly specified.
5. Procurement records or files for purchases in amounts in excess of \$5,000 shall provide at least the following pertinent information: CHDO selection and the basis for the cost.
6. A system for contract administration shall be maintained to ensure CHDO conformance with the terms, conditions, specifications of the contract or order, and to ensure adequate and timely follow-up of all purchases.
7. Activities and contracts not subject to Executive Order 11246, As Amended. In carrying out all contracts having a value of \$10,000 or less, CHDO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. CHDO shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by CITY setting forth the provisions of this non-discrimination clause. CHDO shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or handicap. CHDO shall incorporate the foregoing requirements of this paragraph in all of its contracts with program work, except contracts governed by paragraph 17.8 of this section, and will require all of its CHDOs for such work to incorporate such requirements in all subcontracts for program work.
8. Contracts subject to Executive Order 11246, As Amended. All contracts of the CHDO having a value of more than \$10,000 shall be subject to HUD equal employment opportunity regulations set forth in 41 CFR Part 60, applicable to HUD assisted construction contracts. CHDO shall cause a requirement to be inserted in full in any non-exempt contract and subcontract for construction work and modification thereof, as defined in said regulations, which is paid for in whole or in part with assistance provided under this agreement, the following opportunity clause:

"During the performance of this contract, the CHDO agrees as follows:

- 1) The CHDO will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap. The CHDO will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex, religion, national origin, age, familial status or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CHDO agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

- 2) The CHDO will, in all solicitations for advertisement for employees placed by or on behalf of the CHDO, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or handicap.
 - 3) The CHDO will send to each labor union or representative of workers for which he has collective bargaining agreements or other contracts or understandings, a notice to be provided by the Contract Compliance Officer advising said labor union or workers' representative of the CHDO's commitment under this section and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
 - 4) The CHDO will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and as supplemented by Department of Labor Regulations set forth in 41 CFR Part 60, and all other rules and regulations and relevant orders of the Secretary of Labor.
 - 5) The CHDO will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and supplemented by Department of Labor regulations set forth in 41 CFR Part 60.
 - 6) In the event of the CHDO's noncompliance with nondiscrimination clauses of this agreement or with any of such rules, regulations or orders, this agreement may be canceled, terminated or suspended in whole or in part and the CHDO may be declared ineligible for further government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375 and supplemented by Department of Labor Regulations set forth in 41 CFR Part 60.
 - 7) The CHDO will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraph 1) through 6) in every subcontract or purchase order unless exempted by rules, regulations or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965 as amended so that each such provision shall be binding upon every subcontractor or vendor. The CHDO will take such action with respect to any subcontract or purchase order as the Department of Labor may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a CHDO becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Labor, the CHDO may request the United States to enter into such litigation to protect the interest of the United States."
9. Copeland "Anti-Kick Back" Act. All contract and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. § 874) as supplemented by the Department of Labor Regulations, set forth in 29 CFR Part 3. This Act provides that each CHDO shall be prohibited from inducing, by any means, any person employed in the construction prosecution, completion or repair work carried out with funds made available by this agreement, to give up any part of the compensation to which he was otherwise entitled. The CHDO shall report all suspected or reported violations to the City.

10. Davis-Bacon Act. All construction contracts awarded by CHDO in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 276a to a-7) and as supplemented by Department of Labor Regulations (29 CFR Part 5). Under this Act, CHDOs shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wage as specified in a wage determination made by the Secretary of Labor. In addition, CHDOs shall be required to pay wages not less often than once a week. CHDO shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. CHDO shall report all suspected or reported violations to the City.
11. Small/Minority-Owned Businesses. It is a national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to ensure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. The CHDO shall take similar appropriate affirmative action in support of women's business enterprises. CHDOs are encouraged to procure goods and services from labor surplus areas.
12. The City shall approve CHDO's proposed contracts and related procurement documents in the following circumstances:
 - a. The procurement is expected to exceed \$5,000 and is to be awarded without competition or only one bid or offer is received in response to solicitation and authorized by law;
 - b. The procurement expected to exceed \$5,000 specifies a "brand name" product;
 - c. The CHDO'S procurement procedures or operation fails to comply with one or more of the significant aspects of this paragraph.
13. All contracts of CHDO other than purchases of less than \$5,000 shall contain provisions or conditions which will allow for administrative, contractual or legal remedies in instances where CHDOs violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
14. All contracts in excess of \$5,000 shall contain suitable provisions for termination by the CHDO including the manner in which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the CHDO.
15. Contracts, subcontracts and subgrants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 7606) Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency Regulations, which prohibits use under non-exempt federal contracts, grants or loans of facilities included upon the EPA list of violating facilities. The provisions shall require reporting of violations.

- O. Energy Star Qualifications. CHDO agrees to construct homes that meet ENERGY STAR qualifications. New homes must meet strict guidelines for energy efficiency set by the U.S. Environmental Protection Agency.
- P. Section 92.351 Affirmative Marketing. CHDO must adopt affirmative marketing procedures and requirements for rental and homebuyer projects containing 5 or more HOME-assisted housing units. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status or disability. (The affirmative marketing procedures do not apply to families with Section 8 tenant-based rental housing assistance provided with HOME funds.)
- Q. Section 92.355 Lead-Based Paint. CHDO must comply with lead hazard control regulations. Housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, M and R of the title.
- R. Additional Provisions. Pursuant to the Consolidated and Further Continuing Appropriations Act of 2012 (P.L. 112-55), the following provisions are added to this contract:
 - 1. The City may be required to repay any HOME funds invested in projects that are not completed within four (4) years of the date of the City's written agreement with HUD. This may result in the recapture of HOME-assisted investments by the City in affected projects, including conveyed property and HOME-assisted funding advances associated with each affected project.
 - 2. CHDO shall ensure that the City has sufficient information to determine (1) each project's feasibility (underwriting); (2) the CHDO's development/management capacity and fiscal soundness; and (3) the market need for each project.
 - 3. CHDO shall convert any project associated with this Agreement or any associated Amendments that has not been sold to an eligible homebuyer within six months of construction completion to a HOME-assisted rental unit.

SECTION III. RESPONSIBILITIES OF THE CITY

- A. Payment to CHDO. The City shall make payments to CHDO for the Services consistent with the Agreement.
- B. The City's Representative. Prior to CHDO's provision of the Services, the City shall by written notice to CHDO designate a representative to act on behalf of the City with respect to the Agreement and the Services. The City's representative's decisions, agreements and actions relating to the Agreement and the Services shall be binding upon the City. If the City decides to change its designated representative, the City will give written notice to CHDO of its new designated representative.

SECTION IV. TERM OF THE AGREEMENT

- A. Term. The term of the Agreement is **nine (9) months** from the date designated by the City for CHDO to begin provision of the Services ("the Commencement Date").
- B. The Commencement Date. The Commencement Date is **July 1, 2015**.
- C. No Automatic Renewal. The Agreement will not be automatically renewed. The City and CHDO can agree to continue their contractual relationship with regard to the Services after the expiration of the term, either consistent with the Agreement or otherwise.

SECTION V. PAYMENT

- A. Total Payment. The City will pay CHDO the total amount not to exceed **Two Hundred Eighty Seven Thousand and Thirty-Eight dollars (\$287,038.00)** for CHDO's full provision of the Services. Any modifications to this total payment must be agreed to in writing by all parties.

- B. Invoices.

- 1. Draw Requests. CHDO shall be entitled from time to time during the term of this Agreement to request draws in an amount not to exceed in aggregate **Two Hundred Eighty Seven Thousand and Thirty-Eight dollars (\$287,038.00)** prior to or before **March 31, 2016**.

With each application for a draw, CHDO shall provide the City with a detailed description of the allowable expenses incurred by CHDO and for which expenses the requested draw is intended to reimburse CHDO. The application shall include evidence of bills paid or invoices of expenses incurred and to be paid with the requested draw. The City shall pay CHDO only for the amount of those expenses which are approved by the Director of Community Development & Housing Department, City of High Point, or his designee.

- 2. Timing of Invoices. CHDO shall submit invoices to the City in a form acceptable to the City on a periodic basis during CHDO's provision of the Services.
 - 3. Information Required in Invoices. Each invoice submitted to the City by CHDO shall contain sufficient information regarding the work covered by the invoice and the amount charged by CHDO for the work covered by the invoice to allow the City to properly review and process the invoice, and to properly include the invoice in any audit related to the Agreement or the Services. Each invoice shall contain a reference to the Agreement sufficient to allow the City to relate the invoice to the Agreement.
 - 4. Submission of Invoices. Invoices shall be submitted by CHDO to the City as follows:
 - a. Invoices hand delivered, mailed, faxed, or emailed to the City shall be sent to:

The City of High Point
Accounts Payable
Att'n: Community Development and Housing Department
211 S. Hamilton Street, Room 312
P.O. Box 230, High Point, NC 27261

Fax: (336) 883-3355
Email: richard.fuqua@highpointnc.gov

- b. Invoice Review Process. The City shall have ten (10) calendar days from the City's receipt of an invoice to report any concerns about the invoice to CHDO. Any concerns, whether with respect to the form of the invoice or the work covered by the invoice, shall be promptly addressed by CHDO to the reasonable satisfaction of the City. CHDO shall submit a revised invoice after the City's concerns about an invoice have been addressed. The City shall pay each accurate and properly submitted invoice within thirty (30) calendar days of the City's receipt of the properly submitted invoice.
5. Prohibition Against Payments of Bonus or Commission. The assistance provided under this agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation are not hereby prohibited if otherwise eligible as program costs.
6. Retention of Records. All financial records, supporting documents, statistical records and all other records pertinent to this agreement shall be retained for a period of three (3) years with the following qualifications:
 - a. If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until litigation, claims or audit findings involving the records have been resolved.
 - b. Records for personal property not consumed in the ordinary course of business acquired with the funds made available under this agreement shall be retained for three years after final disposition of said property.

The Secretary of HUD, Comptroller General of the United States, City Manager, or his designee, of the City of High Point and any of their duly authorized representatives shall have access to any pertinent books, documents, papers and records of CHDO to make audits, examinations, excerpts and transcripts.

SECTION VI. TERMINATION

- A. Default. The Agreement may be terminated by either party if the defaulting party fails to materially perform its obligations under the Agreement. With regard to CHDO, grounds for termination include, but are not limited to: (i) refusing or failing to provide sufficiently skilled and qualified personnel to perform the Services; (ii) failing in any material respect to perform the Services in a timely fashion; (iii) causing, by any act or omission, the stoppage or delay of or interference with any other work or services being performed or provided by or on behalf of the City; (iv) failing to make payments to subcontractors or suppliers in accordance with CHDO's agreements with the subcontractors or suppliers; (v) disregarding any applicable law relating to the provision of the Services; (vi) materially failing to comply with any provision of the Agreement; or (vii) becoming insolvent, having a receiver appointed, or making a general

assignment for the benefit of creditors. With regard to the City, grounds for termination include, but are not limited to: (i) failure by the City to make a required payment with thirty (30) calendar days of the time specified by the Agreement, provided written notice of non-payment is received by the City from CHDO; or (ii) otherwise breaching a material term of the Agreement.

- B. Termination for Convenience by the City. The City may terminate the Agreement for the convenience of the City. If the Agreement is terminated for convenience by the City, CHDO shall be paid for the portion of the Services satisfactorily provided by CHDO through the date upon which written notice of the City's termination is sent to CHDO.
- C. Notice of Termination/Opportunity to Cure. Written notice to either party of termination of the Agreement shall be provided consistent with the notice provisions of the Agreement. If the termination is based upon a default, the defaulting party shall have ten (10) days, or such longer period established by the terminating party, after receipt of notice to cure the default to the reasonable satisfaction of the non-defaulting party. If the default is not cured in the designated period, the Agreement shall be deemed terminated.
- D. Post-Termination Obligations. Upon any termination of the Agreement, CHDO shall: (1) promptly discontinue provision of the Services (unless a termination notice from the City directs otherwise); and (2) deliver or otherwise make available to the City all documents, accounting records, electronically stored information and other information accumulated by CHDO in the provision of the Services.
- E. The City's Post-Termination Provision of the Services. Upon termination of the Agreement, the City may complete the Services required under the Agreement in any manner deemed appropriate by the City.

SECTION VII. INDEMNIFICATION

- A. General Indemnification. CHDO shall indemnify, hold harmless and defend the City, its employees, agents and representatives, from and against any and all claims or damages directly or indirectly arising out of or resulting from or related to CHDO's provision of the Services.
- B. Intellectual Property Indemnification. If any aspect of the Services provided by CHDO pursuant to the Agreement becomes, or is likely to become, the subject of any claim, suit or proceeding arising from or alleging facts that if true would constitute infringement, misappropriation or other violation of any patent, copyright, trademark or other intellectual property rights of a third party, CHDO shall at its own expense secure for the City the right to continue use of the materials or services at issue, or replace or modify the materials or services at issue to make them non-infringing. CHDO shall also fully indemnify, hold harmless and defend the City and its employees, agents and representatives, from and against any and all claims or damages directly or indirectly arising out of or resulting from or related to any alleged infringement, misappropriation or other violation of any patent, copyright, trademark or other intellectual property rights of a third party.

SECTION VIII. INSURANCE

- A. Types and Amounts of Insurance. CHDO shall, at its own cost and expense, procure and maintain, and cause all subcontractors and suppliers to procure and maintain, in full force and

effect at all times from the Commencement Date of the Agreement until three (3) years after completion of CHDO's provision of the Services, the following insurance coverages:

1. Worker's compensation insurance in statutory limits required by applicable law, and employer's liability insurance in an amount not less than \$500,000.00 each accident, \$500,000.00 disease each employee and \$500,000.00 disease policy limit;
 2. Commercial general liability insurance with a combined single limit for personal injury (including bodily injury and death) and property damage (including loss of use) of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 products and completed operations aggregate and \$2,000,000.00 general aggregate. Such coverage shall include the indemnification obligations of CHDO under this Agreement;
 3. Commercial vehicle liability insurance for any vehicle (including owned, hired, rented and non-owned vehicles) with a combined single limit for each accident of not less than \$1,000,000.00;
 4. Umbrella or excess liability insurance on a "following form" basis, which shall provide coverage in excess of the coverage required to be provided by CHDO for employer's liability insurance, commercial general liability insurance and commercial vehicle liability insurance coverage, with limits of not less than \$5,000,000.00 combined single limit each occurrence and \$5,000,000.00 aggregate limits; and
 5. Professional liability or errors or omissions insurance covering all liability arising out of or based upon any negligent design, engineering, planning, consulting or other provision of the Services, with a limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 annual aggregate (if applicable).
- B. The City as Additional Insured. The City, its employees, agents and representatives shall be listed as an additional insured on all insurance coverages procured by CHDO pursuant to the Agreement.
- C. Certificates of Insurance. CHDO, prior to CHDO's provision of the Services, will provide properly completed certificates of insurance showing the existence and effective dates of all coverages required under the Agreement.

SECTION IX. DISPUTE RESOLUTION

- A. Negotiation. In the event that any claim, dispute or controversy arising out of or relating to the Agreement (including a default, termination or any invalidity thereof, and whether arising out of tort or contract) cannot be resolved informally within ten (10) calendar days after the dispute arises, either party may give written notice to the other party requesting that representatives of the parties' senior management meet in an attempt to resolve the dispute. Each such representative shall have full authority to resolve the dispute and shall meet at a mutually agreeable time and place within fifteen (15) calendar days (or such longer time, if agreed by the parties), after receipt by the non-notifying party of such notice. The meeting between management representatives can take place by telephone.
- B. Litigation. Any dispute not resolved through negotiation shall be decided by litigation. Litigation of any dispute shall be brought exclusively in a Federal or State court in Guilford

County, North Carolina. Each party hereby consents to personal jurisdiction in any legal action brought in any State or Federal court in Guilford County, North Carolina. Each party further consents to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified U.S. mail, postage prepaid to the party at its notice address specified in the Agreement, or by such other method complying with the rules and procedures of such courts.

- C. Continuation of Performance of the Services During Dispute. Notwithstanding any dispute and provided that performance is requested by the City, it shall be the responsibility of CHDO to continue to provide the Services in conformity with the Agreement during the pendency of the dispute. The City shall, subject to its right to withhold amounts to cover damages allegedly caused by CHDO's default, continue to pay CHDO undisputed amounts in accordance with the Agreement. This paragraph shall not apply in the event of a termination of the Agreement by either party.

SECTION X. NOTICE

Any notice given pursuant to the Agreement shall be in writing and signed by a representative of the party giving such notice. Written notice may be: (a) hand-delivered; (b) sent by facsimile transmission; or (c) sent by overnight courier, messenger or registered or certified U.S. mail, postage prepaid, return receipt requested. Written notice shall be delivered to the City and CHDO at the following addresses:

Notice to the City:

Address for hand-delivery or mailing:

The City of High Point
Att'n: Community Development and Housing Department
P.O. Box 230
High Point, NC 27260

Notice to CHDO:

Address for hand-delivery or mailing:

Community Housing Solutions of Guilford, Inc.
Att'n: President/Executive Director
P.O. Box 3341
Greensboro, NC 27402

A notice shall be deemed received by the party to whom it is sent: (a) in the case of hand-delivery or delivery by overnight courier messenger or registered or certified U.S. mail, postage prepaid, return receipt requested, on the date of delivery of the notice to the party; and (b) in the case of facsimile transmission, on the date of the transmission by the sending party.

The addresses listed above with regard to the receipt of notice may be changed at any time by a party through the provision of notice of the change in accordance with this Section. Any change shall become effective on the date the notice of the change is deemed received by the party to whom it is sent.

SECTION XI. STATUTORY AND ADMINISTRATIVE REQUIREMENTS

CHDO will perform within the same Federal regulations, and administrative laws required of the City, which include but are not limited to the following and other regulations described in HUD regulations 24 CFR Part 570 Subpart K:

- Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations issued at 24 CFR Part 1;
- Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
- Section 3 of the Housing and Urban Development Act of 1968, as amended;
- Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
- The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
- The labor standard requirements as set forth in 24 CFR Part 570, Subpart K on HUD regulations issued to implement such requirement;
- The regulations, policies, guidelines and requirements of OMB Circular Nos. A-122 and A-110 as they relate to the acceptance and use of Federal funds under this federally-assisted program;
- OMB Circular A-87, and 24 CFR Part 85 requirements as they relate to new administrative requirements; and
- The prohibition against employing, awarding contracts, to or engaging the services of any CHDO or subcontractor debarred, suspended, or ineligible for participation in federally assisted projects funds under 24 CFR Part 24.

SECTION XII. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the City, HUD and/or the Comptroller General of the United States may deem necessary, there shall be made available to the City, HUD and/or representatives of the Comptroller General for examination all of its records with respect to all matters covered by this contract and the City, HUD and/or representatives of the Comptroller General shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data, relating to all matters covered by this contract.

Unfavorable, uncooperative, or delayed reaction will be adequate reason for the City to withhold or delay, any or all advances or reimbursements, until any questions or differences are resolved to meet Federal, State and local laws, regulations, administrative requirements (or needs) at the option of the City. Delays or advances or reimbursements do not reduce the time requirements of the CHDO's required reports.

SECTION XIII. CONFLICT OF INTEREST

CHDO and the City covenant that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any degree with the performance of services under this contract. It is further covenanted that in the performance of this contract, no persons having any such interest shall be employed or involved in a decision making position or allowed to participate in the process so as to gain inside information with regard to such activities. Further, no one involved may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. CHDO shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

SECTION XIV. CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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 in connection with the awarding of any Federal contract, the continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
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 Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, 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 (Standard Form-LLL) be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction 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 the required Standard Form-LLL shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION XV. CONDITIONS FOR RELIGIOUS AFFILIATIONS

In addition to, and not in substitution for, other provisions of this contract regarding the provision of public services with federal funds, CHDO agrees that in connection with this contract:

- A. it will not discriminate against any employee, applicant, or participant on the basis of religion and will not limit employment or give preference in employment or participation to persons on the basis of religion;

- B. it will not discriminate against persons applying for such services or participating on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
- C. it will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services in connection with this project; and
- D. it will not facilitate any religious activities or actions in connection with this contract.

SECTION XVI. MISCELLANEOUS

- A. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina (without giving effect to the principles thereof relating to conflicts of law).
- B. Successors and Assigns. The Agreement shall be binding upon the parties, their successors and permitted assigns. Neither the City nor CHDO shall assign, sublet or transfer any interest in the Agreement without the prior written consent of the other party, which may be withheld for any reason.
- C. Minor Changes in the Services. The City and CHDO agree that the City is entitled to request minor changes in the Services to be provided by CHDO under the Agreement, and that CHDO will provide such revised services requested by the City. Compensation relating to any such revision shall be based upon agreement between the City and CHDO, or through the claim resolution process set forth herein. CHDO may not withhold performance of a minor requested change to the Services on the ground that an agreement regarding compensation relating to the change has not been reached.

Any changes or modifications of the Services, as well as any other revisions to the Agreement, shall be reduced to writing, dated, executed and made part of the Agreement.

- D. Disclosure. CHDO agrees that it shall make no statements, press releases or publicity releases concerning the Agreement or the provision of the Services, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished with regard to the Agreement or the provision of the Services, without first notifying the City and securing its consent in writing. The City may withhold its consent for such disclosure for any reason. CHDO also agrees that it shall not publish, copyright or patent any of the data furnished to it in relation to the Agreement.
- E. Conflict. In case of a conflict between the provisions of the Agreement and the provisions of any attachment or other document referenced by or incorporated into the Agreement, the provisions of the Agreement shall prevail. Any terms and conditions or similar provisions submitted by CHDO shall not be part of the Agreement unless agreed upon in writing by the City. If such terms and conditions or other provisions are submitted by CHDO and agreed upon by the City, the provisions of the Agreement shall prevail in the event of a conflict between the provisions of the Agreement and the terms and conditions or other provisions submitted by CHDO.
- F. Captions. The captions contained in the Agreement are for convenience and reference only, and do not define, describe, extend or limit the scope or intent of the Agreement or the scope or intent of any provision contained herein.

- G. Severability. The invalidity of one or more phrases, sentences, clauses or sections in the Agreement shall not affect the validity of the remaining portions of the Agreement, so long as the material purpose of the Agreement can be determined and effectuated.
- H. No Waiver. Any failure by either party to enforce any of the provisions of the Agreement or to require compliance with any of its terms at any time during the term of the Agreement shall in no way affect the validity of the Agreement, or any part hereof, and shall not be deemed a waiver of the right of such party thereafter to enforce any such provision.
- I. Counterparts. The Agreement may be signed in any number of counterparts, and each counterpart shall represent a fully executed original as if signed by each of the parties. Facsimile signatures shall be deemed as effective as original signatures.
- J. Continuing Obligation. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the Agreement.
- K. Reference. Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the Agreement.
- L. Underlying Grant Conditions and Regulations. This agreement shall be subject to any and all terms and conditions of any and all applicable underlying grants or agreements by which the City receives funding from the United States of America, State of North Carolina, or any agencies or subdivisions thereof to finance in part or in whole this agreement. This agreement shall be subject to all amendments, changes or other modifications to said grants, agreements or the laws and regulations under which they are promulgated that may occur during the term of this Agreement or any subsequent extensions of it. The purpose of this provision is to make it clear to all parties that the City remains fully obligated to the original source of such funds notwithstanding the designation of CHDO as the third party beneficiary for the undertaking of all or part of a program for which assistance is being originally provided to the City and in turn is being appropriated to CHDO under this agreement. CHDO is required and hereby acknowledges responsibility for complying with all lawful requirements which may be imposed upon the City and which are deemed necessary by the funding agency and/or the City to insure that the program with respect to which assistance is being provided under this agreement is carried out in accordance with the City's assurances and certifications to the original source of such funds. Such assurances include, but are not limited to representation; the use of such funds will fully comply with all applicable environmental laws, rules and regulations and that the funds will be used in a nondiscriminatory manner. Wherever possible, such grant agreements and the laws and regulations under which they are administered are specifically incorporated by reference and made a part of this Agreement but such listing is not intended to be exclusive.

It is expressly understood and agreed between the parties that all or part of the funds intended to be used in the performance of this agreement are derived at least in part from federal grant sources. To the extent of such funds, the City is dependent upon these outside agencies for the funds. Upon the City's failure or refusal to continue or complete such agreement, the City will not be held liable for damages approximately resulting from such delay, reduction or elimination of funds to be subjected to other equitable relief to require continuation of the project called for hereunder or completion of it to the degree of funding originally contemplated when this agreement was first signed.

- M. Grantor Recognition. The CHDO shall ensure recognition of the role of the City as the grantor agency in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as to funding source. In addition, the CHDO will include a reference to the support provided herein in all publications made possible with funds made available under this agreement.
- N. Liens and Indemnification. CHDO agrees that it will post a bond with the Clerk of Superior Court to discharge any lien filed pursuant to Chapter 44A of the North Carolina General Statutes or otherwise against any property it constructs or owns in the performance of this Agreement, and agrees to post the required bond within five (5) days of oral or written notice of the existence of such lien being given to CHDO by the City. Further, CHDO agrees that in the performance of this Agreement no property will be sold by CHDO to a third party while a lien filed pursuant to Chapter 44A of the North Carolina General Statutes or otherwise encumbers the property. CHDO agrees to indemnify and hold harmless the City from any claims, actions, liability, judgments or any other loss or expense whatsoever, including the payment of reasonable attorney's fees, arising out of CHDO's performance of this Agreement, including but not limited to CHDO's failure to comply with the requirements of this Section.
- O. E-Verify. On September 4, 2013, the North Carolina legislature passed a new law that focuses on E-Verify requirements on CHDOs who enter into contracts with state agencies and local governments. Under North Carolina law, the E-Verify requirement applies to private employers doing business in this state that has 25 or more employees working in this state. If CHDOs are individuals who are self-employed (i.e., one employee), or with a business with less than 25 employees, that individual/business is not subject to the E-Verify requirements.

The new state E-Verify requirements will require the City of High Point to change procedures that relate to the bid process and contract documents. To ensure that we are meeting these requirements, all bid documents for informal and formal bids will be changed. We have prepared the attached affidavit which will be included in the bid documents. Since it is the City's responsibility to comply with E-Verify, the successful bidder will be required to submit the completed E-Verify affidavit after bid award.

The link below clarifies the new state E-Verify requirements. We hope it will be helpful as we transition to meet the requirements.

<http://canons.sog.unc.edu/?p=7284>

STATE OF NORTH CAROLINA

E-VERIFY AFFIDAVIT

CITY OF HIGH POINT

I, Eugene C Brown (the individual attesting below), being duly authorized by and on behalf of Community Housing Solutions of Guilford, Inc (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

a. YES _____, or

b. NO X

4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 26 day of June, 2015.

Eugene C Brown
Signature of Affiant

Print or Type Name: Eugene C Brown

State of NC County of Guilford

Signed and sworn to (or affirmed) before me, this the 26

day of June, 2015.

My Commission Expires:

3-21-18

Brenda Richardson

Notary Public

(Affix Official/Notarial Seal)

BRENDA RICHARDSON
NOTARY PUBLIC
GUILFORD COUNTY, NC
My Commission Expires 3-21-18

Signature Page for Incorporated Firms

IN WITNESS WHEREOF, the City and CHDO have caused the Agreement to be executed in 6 original copies on the day and year first above written by their duly authorized representatives.

Community Housing Solutions of Guilford, Inc.
Service Provider

By: Eugene C. Brown
President

Eugene C. Brown
Name above (Typed or Printed)

Title: President & Executive Director

823 N. Elm Street, Suite 102
Street Address

Greensboro, North Carolina 27401
City/State

ATTEST

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary this the 26th day of June, 2015

Community Housing Solutions of Guilford, Inc.
Corporate Name

By: Eugene C. Brown
President (Signature)

Attest: Carolyn McArthur
Secretary (Signature)

(SEAL)

STATE OF NC

COUNTY OF Guilford

I, Brenda Richardson, a Notary Public of the County and State aforesaid, certify that Carolyn McGovern personally came before me this day and acknowledge that he/she is the Secretary of Comm. Housing Sol. a corporation organized in the state of NC and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him/her as its Secretary.

Witness my hand and official seal or seal, this the 26 day of June, 2015.

Brenda Richardson (Notary Public)

My Commission Expires: 3-21-18

BREND(RICHARDSON)
NOTARY PUBLIC
GUILFORD COUNTY, NC
My Commission Expires 3-21-18

CITY OF HIGH POINT, NORTH CAROLINA

The City

P O Box 230, High Point, NC 27261

Address

Lisa Vierling
Lisa Vierling, City Clerk



By: Greg Demko

Greg Demko, City Manager

**APPROVAL BY DIRECTOR, COMMUNITY DEVELOPMENT &
HOUSING DEPARTMENT**

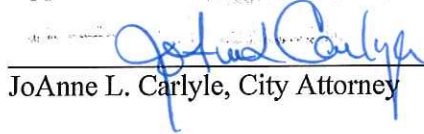


Michael E. McNair, Director

Date: 6-26-15

APPROVAL BY CITY ATTORNEY

Approved as to form and legality:



JoAnne L. Carlyle, City Attorney

Date: 6/29/15

APPROVAL BY FINANCE OFFICER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.



Jeffrey A. Moore, Director of Financial Services

Date: 7/6/2015

ATTACHMENT "A"

SCOPE OF SERVICES

A. NATIONAL OBJECTIVES

The CHDO certifies that the activities carried out with funds provided under this Agreement will meet one of the HOME Investment Partnership Program's national objectives codified at 24 CFR Part 92.1:

- To expand the supply of decent, safe, sanitary and affordable housing; and
- To strengthen public private partnerships.

B. ELIGIBILITY OF ACTIVITY

The activities described in this agreement are eligible for funding subject to the HOME Program guidelines codified at 24 CFR Part 92.205.

C. TARGET POPULATION

This program is intended to assist low to moderate-income first-time homebuyers interested in buying a home in the Southside area of the City of High Point.

D. PRIMARY OBJECTIVE

The Primary Objective of this Agreement is to assist the CHDO in the construction of **two (2) affordable houses** for low to moderate income homebuyers. The City shall retain ownership of the properties and make them available to participants in the City's Lease Purchase Program.

Prior to the commitment or commencement of any activity, the CHDO agrees to appraise the City of its intentions and plans to encumber the funds to be provided under this Agreement.

E. BUDGET AND USE OF FUNDS: \$287,038.00

The CHDO HOME allocation in the amount of **\$287,038.00** can only be used to reimburse the CHDO for the construction of two (2) houses in the Southside area of the City. The addresses for new construction and the maximum disbursement amounts for each address under this contract are given below:

Address	Maximum Disbursement Amount	Approved House Plan
809 George Place	143,125.00	Fisher III
811 George Place	143,913.00	Warren III
Total	\$287,038.00	

CHDO shall use funds totaling not to exceed **\$287,038.00** to pay such reasonable and normal housing development costs as follows:

Hard Costs:

- Building materials and labor
- Site preparation and improvements
- Demolition of structures
- Water and sewer taps

These funds will be restricted to the aforementioned costs incurred in the development of affordable housing in the Southside area of the City of High Point.

F. PRODUCTION SCHEDULE

The production schedule for this Agreement is as follows:

Address	Start Date
809 George Place	July 1, 2015
811 George Place	July 1, 2015

G. RESALE/RECAPTURE

City will utilize resale procedures to ensure continued occupancy of HOME assisted properties pursuant 24 CFR 92.254(a)(5)(i).

H. HOUSING DESIGNS

Housing designs and site plans must be submitted by CHDO to the Director of Community Development and Housing or his designee for approval. Based on predevelopment meetings with CHDO, the CITY has approved the following plans based on the Tightlines Small House Designs:

- The Warren III
- The Fisher III

Additional designs may be added upon approval by CITY. Illustrations of the approved designs are contained in Attachment C. More detailed information on the designs can be found at www.tightlinesdesigns.com.

ATTACHMENT "B"

QUALIFICATION AS AFFORDABLE HOUSING: HOMEOWNERSHIP

§92.254 Qualification as affordable housing: Homeownership.

(a) *Acquisition with or without rehabilitation.* Housing that is for acquisition by a family must meet the affordability requirements of this paragraph (a).

(1) The housing must be single family housing.

(2) The housing must be modest housing as follows:

(i) In the case of acquisition of newly constructed housing or standard housing, the housing has a purchase price for the type of single family housing that does not exceed 95 percent of the median purchase price for the area, as described in paragraph (a)(2)(iii) of this section.

(ii) In the case of acquisition with rehabilitation, the housing has an estimated value after rehabilitation that does not exceed 95 percent of the median purchase price for the area, described in paragraph (a)(2)(iii) of this section.

(iii) If a participating jurisdiction intends to use HOME funds for homebuyer assistance or for the rehabilitation of owner-occupied single-family properties, the participating jurisdiction must use the HOME affordable homeownership limits provided by HUD for newly constructed housing and for existing housing. HUD will provide limits for affordable newly constructed housing based on 95 percent of the median purchase price for the area using Federal Housing Administration (FHA) single family mortgage program data for newly constructed housing, with a minimum limit based on 95 percent of the U.S. median purchase price for new construction for nonmetropolitan areas. HUD will provide limits for affordable existing housing based on 95 percent of the median purchase price for the area using Federal FHA single family mortgage program data for existing housing data and other appropriate data that are available nation-wide for sales of existing housing, with a minimum limit based on 95 percent of the state-wide nonmetropolitan area median purchase price using this data. In lieu of the limits provided by HUD, the participating jurisdiction may determine 95 percent of the median area purchase price for single family housing in the jurisdiction annually, as follows. The participating jurisdiction must set forth the price for different types of single family housing for the jurisdiction. The participating jurisdiction may determine separate limits for existing housing and newly constructed housing. For housing located outside of metropolitan areas, a State may aggregate sales data from more than one county, if the counties are contiguous and similarly situated. The following information must be included in the annual action plan of the Consolidated Plan submitted to HUD for review and updated in each action plan.

(A) The 95 percent of median area purchase price must be established in accordance with a market analysis that ensured that a sufficient number of recent housing sales are included in the survey.

(B) Sales must cover the requisite number of months based on volume: For 500 or more sales per month, a one- month reporting period; for 250 through 499 sales per month, a 2- month reporting period; for less than 250 sales per month, at least a 3-month reporting period. The data must be listed in ascending order of sales price.

(C) The address of the listed properties must include the location within the participating jurisdiction. Lot, square, and subdivision data may be substituted for the street address.

(D) The housing sales data must reflect all, or nearly all, of the one- family house sales in the entire participating jurisdiction.

(E) To determine the median, take the middle sale on the list if an odd number of sales, and if an even number, take the higher of the middle numbers and consider it the median. After identifying the median sales price, the amount should be multiplied by 0.95 to determine the 95 percent of the median area purchase price.

(3) The housing must be acquired by a homebuyer whose family qualifies as a low-income family, and the housing must be the principal residence of the family throughout the period described in paragraph (a)(4) of this section. If there is no ratified sales contract with an eligible homebuyer for the housing within 9 months of the date of completion of construction or rehabilitation, the housing must be rented to an eligible tenant in accordance with §92.252. In determining the income eligibility of the family, the participating jurisdiction must include the income of all persons living in the housing. The homebuyer must receive housing counseling.

(4) *Periods of affordability.* The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion. The per unit amount of HOME funds and the affordability period that they trigger are described more fully in paragraphs (a)(5)(i) (resale) and (ii) (recapture) of this section.

Homeownership assistance HOME amount per-unit	Minimum period of affordability in years
Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000	15

(5) *Resale and recapture.* The participating jurisdiction must establish the resale or recapture requirements that comply with the standards of this section and set forth the requirements in its consolidated plan. HUD must determine that they are appropriate and must specifically approve them in writing.

(i) *Resale.* Resale requirements must ensure, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability that the housing is made available for subsequent purchase only to a buyer whose family qualifies as a low-income family and will use the property as the family's principal residence. The resale requirement must also ensure that the price at resale provides the original HOME-assisted owner a fair return on investment (including the homeowner's investment and any capital improvement) and ensure that the housing will remain affordable to a reasonable range of low- income homebuyers. The participating jurisdiction must specifically define "fair return on investment" and "affordability to a reasonable range of low-income homebuyers," and specifically address how it will make the housing affordable to a low-income homebuyer in the event that the resale price necessary to provide fair return is not affordable to the subsequent buyer. The period of affordability is based on the total amount of HOME funds invested in the housing.

(A) Except as provided in paragraph (a)(5)(i)(B) of this section, deed restrictions, covenants running with the land, or other similar mechanisms must be used as the mechanism

to impose the resale requirements. The affordability restrictions may terminate upon occurrence of any of the following termination events: foreclosure, transfer in lieu of foreclosure or assignment of an FHA insured mortgage to HUD. The participating jurisdiction may use purchase options, rights of first refusal or other preemptive rights to purchase the housing before foreclosure to preserve affordability. The affordability restrictions shall be revived according to the original terms if, during the original affordability period, the owner of record before the termination event, obtains an ownership interest in the housing.

(B) Certain housing may be presumed to meet the resale restrictions (i.e., the housing will be available and affordable to a reasonable range of low-income homebuyers; a low-income homebuyer will occupy the housing as the family's principal residence; and the original owner will be afforded a fair return on investment) during the period of affordability without the imposition of enforcement mechanisms by the participating jurisdiction. The presumption must be based upon a market analysis of the neighborhood in which the housing is located. The market analysis must include an evaluation of the location and characteristics of the housing and residents in the neighborhood (e.g., sale prices, age and amenities of the housing stock, incomes of residents, percentage of owner-occupants) in relation to housing and incomes in the housing market area. An analysis of the current and projected incomes of neighborhood residents for an average period of affordability for homebuyers in the neighborhood must support the conclusion that a reasonable range of low-income families will continue to qualify for mortgage financing. For example, an analysis shows that the housing is modestly priced within the housing market area and that families with incomes of 65% to 80% of area median can afford monthly payments under average FHA terms without other government assistance and housing will remain affordable at least during the next five to seven years compared to other housing in the market area; the size and amenities of the housing are modest and substantial rehabilitation will not significantly increase the market value; the neighborhood has housing that is not currently owned by the occupants, but the participating jurisdiction is encouraging homeownership in the neighborhood by providing homeownership assistance and by making improvements to the streets, sidewalks, and other public facilities and services. If a participating jurisdiction in preparing a neighborhood revitalization strategy under §91.215(e)(2) of its consolidated plan or Empowerment Zone or Enterprise Community application under 24 CFR part 597 has incorporated the type of market data described above, that submission may serve as the required analysis under this section. If the participating jurisdiction continues to provide homeownership assistance for housing in the neighborhood, it must periodically update the market analysis to verify the original presumption of continued affordability.

(ii) *Recapture*. Recapture provisions must ensure that the participating jurisdiction recoups all or a portion of the HOME assistance to the homebuyers, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability. The participating jurisdiction may structure its recapture provisions based on its program design and market conditions. The period of affordability is based upon the total amount of HOME funds subject to recapture described in paragraph (a)(5)(ii)(A)(5) of this section. Recapture provisions may permit the subsequent homebuyer to assume the HOME assistance (subject to the HOME requirements for the remainder of the period of affordability) if the subsequent homebuyer is low-income, and no additional HOME assistance is provided.

(A) The following options for recapture requirements are acceptable to HUD. The participating jurisdiction may adopt, modify or develop its own recapture requirements for HUD approval. In establishing its recapture requirements, the participating jurisdiction is

subject to the limitation that when the recapture requirement is triggered by a sale (voluntary or involuntary) of the housing unit, the amount recaptured cannot exceed the net proceeds, if any. The net proceeds are the sales price minus superior loan repayment (other than HOME funds) and any closing costs.

(1) *Recapture entire amount.* The participating jurisdiction may recapture the entire amount of the HOME investment from the homeowner.

(2) *Reduction during affordability period.* The participating jurisdiction may reduce the HOME investment amount to be recaptured on a prorata basis for the time the homeowner has owned and occupied the housing measured against the required affordability period.

(3) *Shared net proceeds.* If the net proceeds are not sufficient to recapture the full HOME investment (or a reduced amount as provided for in paragraph (a)(5)(ii)(A)(2) of this section) plus enable the homeowner to recover the amount of the homeowner's downpayment and any capital improvement investment made by the owner since purchase, the participating jurisdiction may share the net proceeds. The net proceeds are the sales price minus loan repayment (other than HOME funds) and closing costs. The net proceeds may be divided proportionally as set forth in the following mathematical formulas:

$$\frac{\text{HOME investment}}{\text{HOME investment} + \text{homeowner investment}} \times \text{Net proceeds} = \text{HOME amount to be recaptured}$$

$$\frac{\text{homeowner investment}}{\text{HOME investment} + \text{homeowner investment}} \times \text{Net proceeds} = \text{amount to homeowner}$$

(4) *Owner investment returned first.* The participating jurisdiction may permit the homebuyer to recover the homebuyer's entire investment (downpayment and capital improvements made by the owner since purchase) before recapturing the HOME investment.

(5) *Amount subject to recapture.* The HOME investment that is subject to recapture is based on the amount of HOME assistance that enabled the homebuyer to buy the dwelling unit. This includes any HOME assistance that reduced the purchase price from fair market value to an affordable price, but excludes the amount between the cost of producing the unit and the market value of the property (i.e., the development subsidy). The recaptured funds must be used to carry out HOME-eligible activities in accordance with the requirements of this part. If the HOME assistance is only used for the development subsidy and therefore not subject to recapture, the resale option must be used.

(6) *Special considerations for single-family properties with more than one unit.* If the HOME funds are only used to assist a low-income homebuyer to acquire one unit in single-family housing containing more than one unit and the assisted unit will be the principal residence of the homebuyer, the affordability requirements of this section apply

only to the assisted unit. If HOME funds are also used to assist the low-income homebuyer to acquire one or more of the rental units in the single-family housing, the affordability requirements of §92.252 apply to assisted rental units, except that the participating jurisdiction may impose resale or recapture restrictions on all assisted units (owner-occupied and rental units) in the single family housing. If resale restrictions are used, the affordability requirements on all assisted units continue for the period of affordability. If recapture restrictions are used, the affordability requirements on the assisted rental units may be terminated, at the discretion of the participating jurisdiction, upon recapture of the HOME investment. (If HOME funds are used to assist only the rental units in such a property then the requirements of §92.252 would apply and the owner-occupied unit would not be subject to the income targeting or affordability provisions of §92.254.)

(7) *Lease-purchase.* HOME funds may be used to assist homebuyers through lease-purchase programs for existing housing and for housing to be constructed. The housing must be purchased by a homebuyer within 36 months of signing the lease-purchase agreement. The homebuyer must qualify as a low-income family at the time the lease-purchase agreement is signed. If HOME funds are used to acquire housing that will be resold to a homebuyer through a lease-purchase program, the HOME affordability requirements for rental housing in §92.252 shall apply if the housing is not transferred to a homebuyer within forty-two months after project completion.

(8) *Contract to purchase.* If HOME funds are used to assist a homebuyer who has entered into a contract to purchase housing to be constructed, the homebuyer must qualify as a low-income family at the time the contract is signed.

(9) *Preserving affordability of housing that was previously assisted with HOME funds.*

(i) To preserve the affordability of HOME-assisted housing a participating jurisdiction may use additional HOME funds for the following costs:

(A) The cost to acquire the housing through a purchase option, right of first refusal, or other preemptive right before foreclosure, or at the foreclosure sale. (The foreclosure costs to acquire housing with a HOME loan in default are eligible. However, HOME funds may not be used to repay a loan made with HOME funds.)

(B) The cost to undertake any necessary rehabilitation for the housing acquired.

(C) The cost of owning/holding the housing pending resale to another homebuyer.

(D) The cost to assist another homebuyer in purchasing the housing.

(ii) When a participating jurisdiction uses HOME funds to preserve the affordability of such housing, the additional investment must be treated as an amendment to the original project. The housing must be sold to a new eligible homebuyer in accordance with the requirements of §92.254(a) within a reasonable period of time.

(iii) The total amount of the original and additional HOME assistance may not exceed the maximum per unit subsidy amount established under §92.250. Alternatively to charging the cost to the HOME program under §92.206, the participating jurisdiction may charge the cost to the HOME program under §92.207 as a reasonable administrative cost of its HOME program, so that the additional HOME funds for the housing are not subject to the maximum per-unit subsidy amount. To the extent administrative funds are used, they may be reimbursed, in whole or in part, when the housing is sold to a new eligible homebuyer.

(b) *Rehabilitation not involving acquisition.* Housing that is currently owned by a family qualifies as affordable housing only if:

(1) The estimated value of the property, after rehabilitation, does not exceed 95 percent of the median purchase price for the area, described in paragraph (a)(2)(iii) of this section; and

(2) The housing is the principal residence of an owner whose family qualifies as a low-income family at the time HOME funds are committed to the housing. In determining the income eligibility of the family, the participating jurisdiction must include the income of all persons living in the housing.

(c) *Ownership interest.* The ownership in the housing assisted under this section must meet the definition of “homeownership” in §92.2, except that housing that is rehabilitated pursuant to paragraph (b) of this section may also include inherited property with multiple owners, life estates, living trusts and beneficiary deeds under the following conditions. The participating jurisdiction has the right to establish the terms of assistance.

(1) *Inherited property. Inherited property with multiple owners:* Housing for which title has been passed to several individuals by inheritance, but not all heirs reside in the housing, sharing ownership with other nonresident heirs. (The occupant of the housing has a divided ownership interest.) The participating jurisdiction may assist the owner-occupant if the occupant is low-income, occupies the housing as his or her principal residence, and pays all the costs associated with ownership and maintenance of the housing (e.g., mortgage, taxes, insurance, utilities).

(2) *Life estate.* The person who has the life estate has the right to live in the housing for the remainder of his or her life and does not pay rent. The participating jurisdiction may assist the person holding the life estate if the person is low-income and occupies the housing as his or her principal residence.

(3) *Inter vivos trust, also known as a living trust.* A living trust is created during the lifetime of a person. A living trust is created when the owner of property conveys his or her property to a trust for his or her own benefit or for that of a third party (the beneficiaries). The trust holds legal title and the beneficiary holds equitable title. The person may name him or herself as the beneficiary. The trustee is under a fiduciary responsibility to hold and manage the trust assets for the beneficiary. The participating jurisdiction may assist if all beneficiaries of the trust qualify as a low-income family and occupy the property as their principal residence (except that contingent beneficiaries, who receive no benefit from the trust nor have any control over the trust assets until the beneficiary is deceased, need not be low-income). The trust must be valid and enforceable and ensure that each beneficiary has the legal right to occupy the property for the remainder of his or her life.

(4) *Beneficiary deed.* A beneficiary deed conveys an interest in real property, including any debt secured by a lien on real property, to a grantee beneficiary designated by the owner and that expressly states that the deed is effective on the death of the owner. Upon the death of the owner, the grantee beneficiary receives ownership in the property, subject to all conveyances, assignments, contracts, mortgages, deeds of trust, liens, security pledges, and other encumbrances made by the owner or to which the owner was subject during the owner's lifetime. The participating jurisdiction may assist if the owner qualifies as low-income and the owner occupies the property as his or her principal residence.

(d) *New construction without acquisition.* Newly constructed housing that is built on property currently owned by a family which will occupy the housing upon completion, qualifies as affordable housing if it meets the requirements under paragraph (a) of this section.

(e) *Providing homeownership assistance through lenders.* Subject to the requirements of this paragraph (e), the participating jurisdiction may provide homeownership assistance through for-profit or nonprofit lending institutions that provide the first mortgage loan to a low-income family.

(1) The homeownership assistance may be provided only as specified in a written agreement between the participating jurisdiction and the lender. The written agreement must specify the forms and amounts of homeownership assistance that the participating jurisdiction authorizes the lender to provide to families and any conditions that apply to the provision of such homeownership assistance.

(2) Before the lender provides any homeownership assistance to a family, the participating jurisdiction must verify that the family is low-income and must inspect the housing for compliance with the property standards in §92.251.

(3) No fees (e.g., origination fees or points) may be charged to a family for the HOME homeownership assistance provided pursuant to this paragraph (e), and the participating jurisdiction must determine that the fees and other amounts charged to the family by the lender for the first mortgage financing are reasonable. Reasonable administrative costs may be charged to the HOME program as a project cost. If the participating jurisdiction requires lenders to pay a fee to participate in the HOME program, the fee is program income to the HOME program.

(4) If the nonprofit lender is a subrecipient or CHDO that is receiving HOME assistance to determine that the family is eligible for homeownership assistance, but the participating jurisdiction or another entity is making the assistance to the homebuyer (e.g., signing the documents for the loan or the grant), the requirements of paragraphs (e)(2) and (3) of this section are applicable.

(f) *Homebuyer program policies.* The participating jurisdiction must have and follow written policies for:

(1) Underwriting standards for homeownership assistance that evaluate housing debt and overall debt of the family, the appropriateness of the amount of assistance, monthly expenses of the family, assets available to acquire the housing, and financial resources to sustain homeownership;

(2) Responsible lending, and

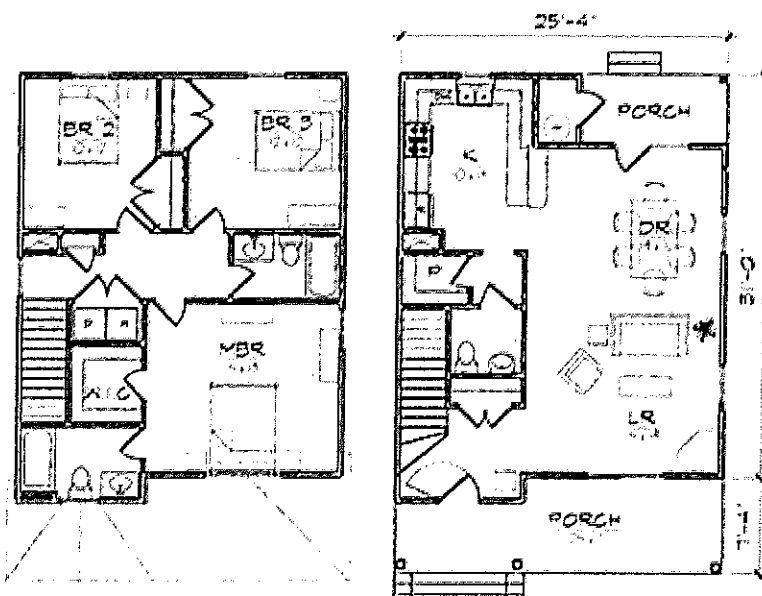
(3) Refinancing loans to which HOME loans are subordinated to ensure that the terms of the new loan are reasonable.

ATTACHMENT "C" Approved House Plans



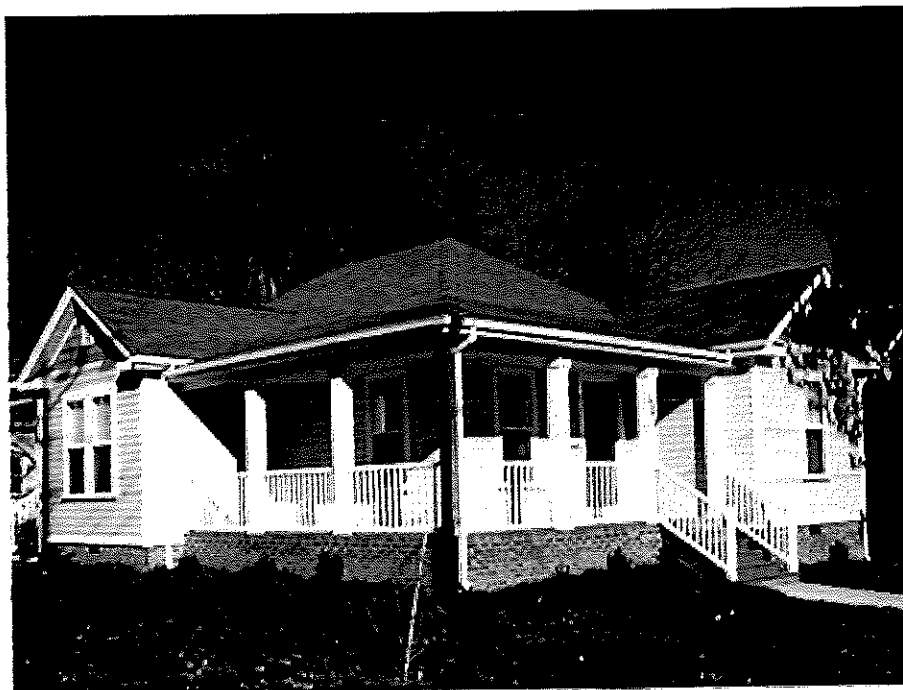
Fisher III

square footage.	1496 sq ft
bedrooms.	3
bathrooms.	2.5
stories.	2
width.	25' 4"
depth.	38' 4"
1st floor ceiling height.	9' 0"
2nd floor ceiling height.	8' 0"
roof pitch.	8/12



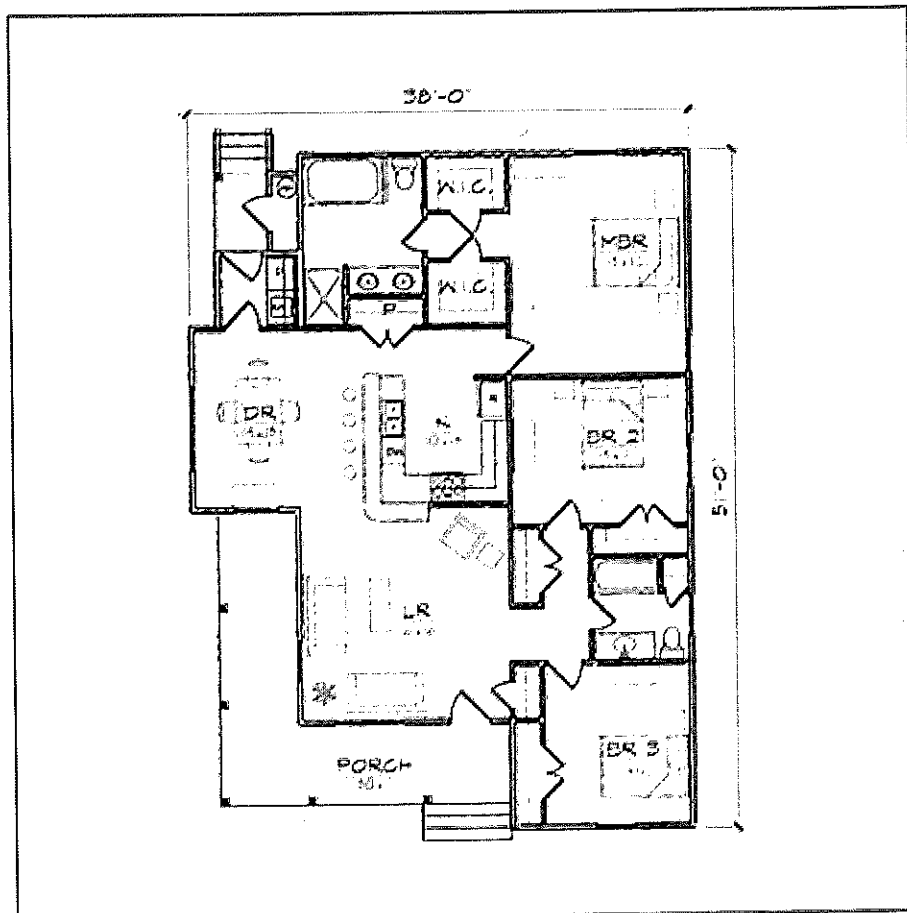
This two story turn of the century style house of 1496 square feet features a large open living and dining area, spacious kitchen and a private master bedroom suite, and includes a total of three bedrooms, two full bathrooms and a laundry room, a powder room and U-shaped kitchen with a breakfast bar that opens to the dining room. The Queen Anne inspired exterior offers a hip roof, a full front porch with a hip roof and gabled entry, covered rear porch, and exterior storage room. At 25'4" in width, it is ideally suited for a narrow lot.

*Contact us for more information on handicap, basement, garage, foundation, or framing modifications.



Warren III

square footage.	1545 sq ft
bedrooms.	3
bathrooms.	2.5
stories.	1
width.	38' 0"
depth.	51' 0"
1st floor ceiling height.	9' 0"
roof pitch.	8/12



This single story Folk Victorian style house of 1545 square feet features a spacious living room, separate dining area and a private master bedroom suite with double closets. This open floor plan includes a total of three bedrooms, two full bathrooms, a laundry area and a centralized U-shaped kitchen with a breakfast bar that opens to the dining room. The historically inspired exterior offers a hip roof with side gables, wrap around front porch, covered rear porch, and exterior storage room. This design is ideal for a corner lot.

*Contact us for more information on handicap, basement, garage, foundation, or framing modifications.



NORTH CAROLINA

Department of the Secretary of State

To all whom these presents shall come, Greetings:

I, **ELAINE F. MARSHALL**, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF RESTATEMENT

OF

HOUSING GREENSBORO, INC. WHICH CHANGED ITS NAME TO COMMUNITY HOUSING SOLUTIONS OF GUILFORD, INC.

the original of which was filed in this office on the 6th day of September, 2013.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set
my hand and affixed my official seal at the City
of Raleigh, this 6th day of September, 2013.

Elaine F. Marshall

Secretary of State

Certification# C201324200018-1 Reference# C201324200018-1
Verify this certificate online at www.secretary.state.nc.us/verification



COMMU07

OP ID: M4

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Senn Dunn - High Point 1400 Eastchester Drive, St 200 High Point, NC 27265 Small Business Accounts - HP		CONTACT NAME: Small Business Accounts - HP	
		PHONE (A/C, No, Ext): 336 878 7800	FAX (A/C, No): 336 841 5319
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Builders Mutual Ins. Co.	
		INSURER B: Sentinel Insurance Company	
		INSURER C: Hartford Insurance Group	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Community Housing Solutions Gene Brown P.O. Box 3341 Greensboro, NC 27402		NAIC # 10844 11000	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PCP000051005	04/27/2015	04/27/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			22UECNN7050	08/23/2014	08/23/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UMB003249500	07/01/2015	04/27/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCP103155308	04/27/2015	04/27/2016	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Employee Dishonest			22BDDDEM9232	04/01/2015	04/01/2016	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of High Point
P.O. Box 230
High Point, NC 27261

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Byg Mc2