

HOME IMPROVEMENT PROGRAM

POLICIES AND PROCEDURES

HOUSING & COMMUNITY DEVELOPMENT DIVISION
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housing@cityofboise.org

تلفن: ۲۰۸-۵۷۰-۶۸۳۰

تلفن ناتوانان گفتاری و/ یا ناشنوا: ۱-۸۰۰-۳۷۷-۳۵۲۹

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یا به صورت حضوری به ادرس

150 N. Capitol Blvd (2nd floor) (طبقه دوم)

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INTRODUCTION

This document outlines the policies and procedures related to the Home Improvement Program available through the Housing and Community Development (HCD) Division of the City of Boise Planning and Development Services (PDS) Department.

Included is basic information about eligibility, qualification, application, recommendation for approval, and the actual home improvement process. The policies and procedures in this handbook will apply to all home improvement projects funded from HCD's managed financial resources. All projects will be subject to the availability of funds and regulations and policies associated with the specific funding source.

HCD is responsible for assuring that all regulations are adhered to in the home improvement process. All loan recipients shall be responsible for meeting the regulations contained in this handbook and for those in effect and required by any other agency. In the event standards in this handbook are more restrictive than those provided by other agencies, these standards shall supersede all other regulations, unless the differences are specifically dealt with in this handbook.

This handbook has been approved by Resolution by the Mayor and City Council. Any significant variation from these policies and procedures must be approved by the HCD Division Senior Manager. Variations in terms, conditions and loan amounts will be at the discretion of the Division Manager or designee, and only when in the best interest of the City.

All exhibits and documents in this handbook are subject to change as the program requires and are in no way intended to be complete.

Policies and procedures will be reviewed and updated on an annual basis, or more frequently as needed.

DEFINITIONS

Affirmative Marketing: A description of how the City will advertise programs to homeowners, contractors, homebuyers and tenants “who are least likely to apply” for available programs offered by the City of Boise.

Annual Percentage Rate (APR): The annual rate that is charged for borrowing money, expressed as a single percentage representing the actual yearly cost of funds over the term of a loan.

Community Development Block Grant (CDBG): A federal program to create viable urban communities through decent housing and suitable living environments, by removing blighted conditions and expanding economic opportunities. CDBG funds are awarded annually to various jurisdictions and state agencies by the U.S. Department of Housing and Urban Development (HUD). Funds are primarily used to assist low/moderate income households/persons and local non-profit agencies who provide assistance to eligible persons.

Debt-to-Income Ratio: The ratio is calculated in two ways. The first ratio adds the applicant's first and second house payments (principle, interest, taxes, and insurance) divided into the monthly gross income and cannot exceed 30% of monthly gross income. The second ratio adds the applicant's first and second house payments plus all other monthly debt divided into the monthly gross income and cannot exceed 42% of monthly gross income.

Deed of Trust: A document describing the financial interest to the title of real property when it is transferred to a trustee. This holds a security for the loan (debt) between two parties. The deed of trust is recorded with the County Recorder where the property is located as evidence of security for the debt. Deeds of Trust are used for all projects located on parcels beginning with an ‘R’ or an ‘S’ per Ada County Assessor's Office records.

Environmental Review: An environmental review is the process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards.

EPA: Environmental Protection Agency.

Extended family member: All persons related through marriage, i.e., brother-in-law, sister-in-law, etc.

Extenuating Circumstances: Situations that account for an irregularity, i.e., loss of a job or inability to work, incarceration, medical debt incurred by the borrower or other household member.

Fair Market Rents (FMRs): Annual monthly rent standards established by HUD, based on estimates of 40th percentile gross rents for standard quality units within the Boise City

metropolitan area. FMRs are used to determine if landlords are charging a fair rate for their rentals, less utilities.

Fixed Income: Income that is received from Social Security, railroad retirements, Supplemental Security Income, retirement, survivor and/or disability pensions and/or any other income not listed that a person would receive until death.

Forgivable Loan: Households at or below 50% AMI may qualify for assistance in the form of a forgivable loan, for which there is no expectation of repayment as long as the conditions of the program are met for the specified period of time.

HCD: Housing and Community Development, the City of Boise's Division which manages the Home Improvement Program.

HQS: Housing Quality Standards are the HUD quality standards, ensuring that assisted housing is safe, decent, and sanitary. HQS define "standard housing" and establish the minimum criteria for the health and safety of program participants.

HUD: United States Department of Housing and Urban Development.

Immediate family member: All persons who are related by birth (parent, sibling, child, etc.), marriage (spouse, stepchildren, etc.), or adoption.

Loan Committee: A group of at least three members representing HCD and City of Boise finance; generally, the committee members will include the HCD Division Sr. Manager, HCD Operations Team Manager, and the PDS Finance Manager, or their designees. Any request, including modifications to loan amounts/terms or other exceptions to the policies identified in this handbook, requires 2/3 approval.

Low-moderate income: All income earned by a household which is equal to or less than 80% of the median income for Boise City, as determined by HUD.

Middle Credit Score: Each of the Credit Bureaus (Experian, TransUnion, and Equifax) give a credit score and the middle score is the one used for loan approval.

PDS: Planning and Development Services, the City of Boise's department that oversees building, planning and housing.

Period of Affordability (POA): The length of time a borrower must remain in compliance with the terms of the loan as outlined in the Deed of Trust.

Promissory Note: Legal document establishing a financial arrangement between two parties. It describes the amount due and terms of repayment.

Security Agreement: In combination with a UCC-1, establishes a security interest on a property. These documents are used to secure loans on parcels beginning with an 'M' per Ada County Assessor's Office records.

Solid fuel appliance: An enclosed device designed for solid fuel combustion that has an air-to-fuel ratio averaging less than 35-to-1, firebox volume less than 20 cubic feet,

minimum burn rate less than 5kg/hr. and maximum weight of less than 800 kg. Explicitly excluded from this definition are furnaces, boilers, cook stoves and open fireplaces, as per Title 4, Chapter 6 of the Boise City Code.

Traditional Loan: Households over 50% AMI may qualify for assistance in the form of a traditional loan, which will have amortized, monthly payments.

Uniform Commercial Code Item 1 (UCC-1): A notice stating that one person has an interest in someone else's property, usually as collateral for a debt. It is normally filed in the office of the Secretary of State in the state where the debtor/borrower is located and secured by a Security Agreement.

Uniform Housing Code Inspection: Current code as adopted by Boise City. This code provides minimum requirements for the protection of life, health, property, safety, and welfare of the general public, the owners, as well as the occupants of residential buildings.

Uniform Physical Conditions Standards (UPCS): A set of standards used by HUD to assess the physical condition of housing units which are assisted under various HUD programs that satisfies requirements set forth in 24 CFR § 5.703. UPCS organizes properties for evaluation based on seven (7) major areas: Site, Building, Exterior, Building Systems, Common Areas, Dwelling Unit(s), Health and Safety, and Compliance with State and Local Codes.

HOME IMPROVEMENT PROGRAM OVERVIEW

The following types of housing improvement activities can be assisted through this program:

- Activities that address life safety or City code violations, or are otherwise necessary to ensure housing is safe, decent, and sanitary
- Accessibility
- Energy efficiency
- Sewer line repairs (from house to main sewer line)
 - Loans are not available for paying fees incurred to hook to City sewer lines
- Lead-based paint remediation activities

TYPES OF ASSISTANCE AVAILABLE

Forgivable Home Improvement Loans

Available to qualifying homeowners within the City of Boise, whose household income is at or below 50% of the area median income (AMI). The homeowner must meet eligibility requirements and the home must have documented life safety or code violation issues that can be addressed through the program. Forgivable loans do not have an expectation of repayment, as long as the conditions of the program are met.

Traditional Home Improvement Loans

Available to qualifying homeowners within the City of Boise, whose household income is between 51 - 80% of the area median income (AMI). The homeowner must meet eligibility requirements, minimum loan underwriting qualifications, and the home must have needed improvements that can be addressed through the program. Traditional loans will have an amortized monthly payment.

Refinance Home Improvement Loans

Available to preserve affordability for homeowners within the City of Boise whose household income is at or below 80% AMI and who meet eligibility requirements, have a current first position mortgage with an interest rate higher than offered by the City, and need eligible home improvements.

PROGRAM REQUIREMENTS

Income Qualification

All applicants must provide documentation to verify the household's income is at or below 80% AMI. Failure to provide requested information in a timely manner will result in rejection of the application. (See Income Eligibility Calculation and Verifications for further information)

Owner Occupancy

By participating in the Home Improvement Program, qualified households receiving assistance agree to maintain the assisted property as their primary residence throughout the term of the loan. Failure to occupy the property for a period in excess of one month, or transfer/leasing/sale of the property will be considered violation of this condition. Occupancy will be verified annually by the HCD Compliance team.

APPLICATION GUIDELINES

All applications must be submitted through the Neighborly application portal at <https://portal.neighborlysoftware.com/BOISEID/Participant>. Incomplete applications will not be considered.

REQUIRED DOCUMENTS

- Government-issued photo identification for all household members over the age of 18
- Current mortgage statement(s) from all lien holders
- A copy of the deed, title, contracts of sale, and/or escrow agreements involved in the ownership or purchase of the home
- Two months of current bank statements
- Statements for any other financial assets
- Two months of current pay stubs and/or statements for all income sources for all household members over the age of 18

Other Documents

These documents may be required and must be provided to the City upon request:

- Federal Income Tax returns and W-2s or 1099s submitted to the Internal Revenue Service
- Current homeowners' insurance statement
- Divorce certificate
- Death decree
- Bankruptcy papers (if less than 10 years ago)

PROGRAM WAITLIST

Generally, projects will move through the Home Improvement process in the order in which completed applications are submitted in Neighborly. All projects are subject to available program funding and staff capacity to manage projects.

Applications for critical or emergency repairs may be moved to the top of the waitlist.

Critical or emergency repairs include, but are not limited to:

- Leaking water in the home
- Failure of a vital component
- Lack of access to adequate water supply due to faulty plumbing
- Failed sewer
- Faulty and/or dangerous electrical systems
- Lack of heat in the winter
- Actively leaking roof
- Structural problems.

PROPERTY ELIGIBILITY

Applicants' property must meet the requirements below in order to qualify for assistance through the Home Improvement Program.

Property Eligibility Requirements

- Property must be located within the city limits of Boise, Idaho.
- Applicants must own the property to be improved or must be the purchaser of record.
- An inspection that follows a standard accepted by HUD (HQS, UPCS, etc.) is required. Severe violations that compromise the safety of the housing unit must be corrected as part of the improvement activities.
- All pre-1978 structures must meet current regulations as set forth by HUD and EPA regarding lead paint/other hazard requirements, where applicable. A lead-based paint risk assessment will be ordered if built before 1978, unless applicant has a copy of a previous one.
- HCD must determine that the project meets the requirements of a Part 58 Environmental Review.
- The home must be the owners' primary residence at the time of application submittal and must remain so for the entire term of the loan.
- Manufactured/mobile homes must be attached to permanent utility hook-ups, have a foundation, be on a concrete slab, or be on pier post/block, and be located on land that is owned by the home's owner or where a fee is collected to house the manufactured/mobile home.
- Travel trailers and recreational vehicles are not eligible.
- If required repairs would exceed 75% of the unit's assessed value, it may be considered unsuitable for rehabilitation.
- Manufactured homes must have been manufactured in 1985 or later, unless the household qualifies for a Forgivable Loan.

INCOME ELIGIBILITY CALCULATION

To be eligible for the Home Improvement Program, households must have a projected annual gross income not exceeding 80% of the current area median income (AMI) for Boise City. The AMI will be established by using the HUD current annual income limits, adjusted by household size (as defined by 24 CFR 570.3), available at:

https://www.huduser.gov/portal/datasets/il/il2021/select_Geography.odn

DETERMINING HOUSEHOLD INCOME ELIGIBILITY

To determine eligibility for assistance, all individuals living in the housing unit over the age of 18 (including emancipated minor(s)), are included when calculating gross income for the household, whether or not they are listed on the property title, deed, or contract of sale.

All definitions and calculations to be used by the City will be completed in compliance with the regulations outlined in [24 CFR 5.609](#). Household income will be rounded to the nearest whole dollar. Percentage of Area Median Income will be rounded to the nearest tenth of a percentage. Also see the Verifications section below.

DEFINITION OF HOUSEHOLD INCOME

Income includes:

- Full amount of wages and salaries, overtime pay, commissions, fees, tips, and/or bonuses.
- Net income from the operation of a business or profession.
- Interest, dividends, and other net income of any kind from real or personal property.
- Full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, child support, alimony, and other similar types of periodic receipts. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay.
- Any additional types of supplemental income that are expected to be received on a consistent basis.

TIME PERIOD USED FOR CALCULATION

All amounts that go to any household members or are anticipated to be received from a source outside the household during the upcoming 12-month period will be included in the calculation. This includes amounts derived from assets that a household member has access to during the 12-month period. Households must meet the income qualification at the time loan documents are signed. If more than six (6) months have passed between application and document signing, updated income documentation must be provided to verify eligibility.

Calculating Household Income

Projected Annual Gross Income for the household will be calculated according to the following:

- For each individual source of income (i.e., employment, Social Security, etc.), the sum of the prior two months of income payments will be divided by the total

number of income payments received, then that amount will be multiplied by the number of anticipated annual payments based on frequency as per the chart below.

- If non-taxable income is received, the payment amount (net income) will be multiplied by 1.25 to calculate the gross income. The projected annual totals for each source of income will be added together to calculate the projected Annual Gross Income.

If the income is paid...	Average will be multiplied by:
Monthly	12
Bi-monthly (2x/month)	24
Every two weeks	26
Weekly	52

- Income for self-employed individuals will be calculated by taking an average of the previous two years' gross income (as shown on Schedule C, Line 7 of the federal tax return).
- Household assets will be included in the calculation of annual household income only if the net household assets exceed \$5,000.
 - Only liquid assets will be considered in the household asset calculation. (E.g., cash in checking and savings accounts, bonds, stocks, certificates of deposit, mutual funds, exchange traded funds, and money market funds.)
 - Retirement (401K or 457) or pension funds, college savings (529) accounts, real estate, stock options, and vehicles are not considered liquid assets.
 - For asset(s) exceeding \$5,000, the annual income calculation will include the greater of either the actual income from the asset(s) or a percentage of the value of the asset(s). The percentage of the value will be calculated using HCD's Passbook Savings Rate¹, multiplied by the total cash value of the asset(s).
- Any known or anticipated change in income (i.e., recent loss of employment income or new individuals joining the household) must be documented in the file.
 - Additional household income may impact program qualification. At the time of loan closing, all household income must be documented and factored into the eligibility calculation.
 - A documented, verifiable loss or reduction in income can also be considered, if the applicant was previously ineligible due to being over income for the program.

¹ The City of Boise determines and publishes its Passbook Savings Rate annually in June on its [Income Guidelines](#) webpage. The rate is set at the average interest rate for savings accounts as reported by the FDIC (<https://www.fdic.gov/resources/bankers/national-rates/index.html>) for November – April annually.

VERIFICATIONS

The following verifications will be completed by City of Boise staff:

Current Gross Income: Gross income is verified using the income calculation procedures as described above and in **Appendix A**, and as established by HUD in [24 CFR 5.609](#). In general, an applicant will be considered eligible based on the anticipated household gross income for the next twelve (12) months.

Gross income for self-employed individuals will be calculated as the average of the two most recent tax years, using Line 7 of the Schedule C portion of the returns.

Checking and Savings Accounts: Income deposits and assets are verified with statements from banking institutions.

Proof of Ownership: If there is a mortgage for the home, ownership will be verified by a copy of the current mortgage statement and homeowner's insurance policy. If the home is owned outright, proof of ownership will be verified by the Deed of Trust and/or Deed of Reconveyance.

Public Assistance Payments: Benefits are evaluated by the information as provided by the public assistance agency. (Examples of types of payments: retirement, Veterans benefits or Social Security.)

Alternate documents may be used for verifications of the above on a pre-approved basis.

[Example: The Fannie Mae Form 1006 and/or Request for Verification of Mortgage may be used if no other documents can be provided.]

See **Appendix A: Verification Documents**

APPLICANT CREDIT HISTORY

To be eligible for a Traditional or Refinance Home Improvement loan, applicants must meet or comply with the standards described below. Applicants qualifying for a forgivable loan do not need to meet the credit score criteria and will not have a credit report run but must meet the other standards.

CREDIT REPORT

HCD shall seek a written credit report from three credit reporting agencies for loan applicant(s) which identifies the applicants' employer and confirms that the subject property address is their current address. The credit report also verifies the applicant's ability to manage debt obligations.

CREDIT SCORE

The applicant's middle credit score cannot be below 500.

BANKRUPTCY

No loan will be made to applicants who have experienced a bankruptcy within the past thirty-six (36) months of an application being submitted. Applicants must show that the credit has been kept current for at least twelve (12) months since bankruptcy (after the thirty-six [36] months). No loan will be made to an applicant who has experienced more than one bankruptcy. A written explanation on the cause of the bankruptcy must be submitted for consideration by the Loan Committee. Bankruptcies related to outstanding medical debt may be eligible for exception from the rule.

FORECLOSURES/SHORT-SALE

No loan will be made to applicants with a foreclosure within the past thirty-six (36) months of application. Applicants must show that they have been able to keep their credit current for at least twelve (12) months since foreclosure (showing no late payments, liens or judgments). No loan will be made to an applicant who has experienced more than one foreclosure. A written explanation on the cause of the foreclosure must be submitted for review by the Loan Committee. Foreclosures related to outstanding medical debt may be eligible for exception from the rule.

UNPAID COLLECTIONS

No loan will be made to applicants with unpaid collections unless they can prove that the collection has been paid or the collection will be paid prior to loan closing. A written explanation on the cause of the collection and why it should not occur again must be submitted for review by the Loan Committee. Applicants cannot apply for a loan to refinance or pay off a collection debt.

PAST COLLECTIONS

Loans will be considered for applicants with past collections based upon the circumstances of the collections and the applicant's current credit history. Such circumstances include but are not limited to having moved and not received forwarded mail, loss of job, illness, or other considerations. A written explanation on the cause of the

collection and why it should not occur again must be submitted for review by the Loan Committee.

TAX LIENS

All tax liens must be satisfied prior to a loan being approved.

DELINQUENT GOVERNMENT LOANS

Loans will not be made to applicants who are currently delinquent on any government loan or loan guarantee [for example: student loans, indigent service liens (county), FHA or VA loans]. Exceptions may be granted for applicants that provide written proof of an approved workout plan with the agency and have been following the plan for more than twelve (12) months.

NO ADDITIONAL/NEW DEBT

No assumption of new debt within four weeks prior to loan closing will be permitted unless approval has been granted by the Loan Committee. Should any additional debt be approved by the City between the time of the initial eligibility calculation and loan closing, all income calculations and other verifications must be revised to re-assess household eligibility.

MAXIMUM LOAN AMOUNTS, INTEREST RATES, TERMS & FEES

FORGIVABLE LOAN TERMS

Maximum Amount

Forgivable Home Improvement loans shall not exceed \$24,999, unless extenuating circumstances, code inspections, or assessments deem an increase necessary to address life and safety issues².

The forgivable loan amount will include the total for all work to be completed, based on accepted bid(s), the cost of any lead-based paint or asbestos testing and/or abatement required (per 24 CFR 570.608), and the cost of any optional relocation assistance deemed necessary, as eligible per the City's Residential Antidisplacement and Relocation Assistance Plan.

Loan Forgiveness

All forgivable loans will be recorded as a lien on the property. Forgivable loans will have zero-interest and the outstanding principal amount will be reduced annually by twenty percent (20%) over a five-year term, beginning one year from the date the promissory note and deed of trust are signed. If the loan holder is found to be in default of any provisions outlined in the Deed of Trust or Security Agreement, any remaining principal balance will be immediately due and payable.

TRADITIONAL & REFINANCE LOAN TERMS

Maximum Loan Amount

Traditional and Refinance Home Improvement Loans shall not exceed \$60,000 unless extenuating circumstances, code inspections, or assessments deem an increase necessary to address life and safety issues (see footnote 2 below).

Loan Restrictions

The total loan-to-value ratio (amount of all loans + debt / lesser of appraised value or purchase price) shall not exceed ninety percent (90%). Written confirmation from a licensed title insurance company of a willingness to insure title to the property, in the amount sufficient to insure the Deed of Trust involved in the improvement loan, is required.

Applicant shall have a housing debt ratio (including the new home improvement loan payment) of not more than 30% of monthly gross income and a total debt to income ratio of not more than 42% of monthly gross income.

For refinances, there must be a lien with an interest rate that exceeds the City's current interest rate. (The lien may be from a line of credit or a mortgage.) Any amount intended to refinance existing debt (mortgage or HELOC) shall not exceed fifty percent (50%) of the loan total.

² Life and safety issues are limited to electrical, plumbing, roofing, and major systems necessary to ensure the housing is safe, decent, and sanitary. Any exception to loan amounts must be approved by the Loan Committee.

INTEREST RATES & TERMS

All repayable loans will be fully amortized, based on the terms below. Loan interest rates are based on the latest Wall Street Journal (WSJ) U.S. Prime Rate³ as follows:

Type of Assistance	Interest Rate	Term
Forgivable Home Improvement Loan – households at or below 50% AMI	0%	5 years
Traditional & Refinance Home Improvement Loan – households at 51-60% AMI	25% WSJ Prime Rate, not to exceed 1%	1 year for every \$2,000 borrowed not to exceed 20 years
Traditional & Refinance Home Improvement Loan – households at 61-70% AMI	50% WSJ Prime Rate, not to exceed 2%	1 year for every \$2,000 borrowed not to exceed 20 years
Traditional & Refinance Home Improvement Loan – households at 71-80% AMI	75% WSJ Prime Rate, not to exceed 3%	1 year for every \$2,000 borrowed not to exceed 20 years

Rate Lock

The specific interest rate will be determined when the Good Faith Estimate and Truth in Lending documents are rendered and signed by the borrower as part of the loan underwriting process.

Fees

The following expenses and fees shall be included in the total amount for all Home Improvement loans. A summary of all anticipated expenses and fees will be provided in the Good Faith Estimate:

- Fee for title insurance policy, if required
- Fee for obtaining an appraisal, if required
- Payoff of first-position lien, if applicable

For document preparation purposes, the following definitions apply:

Contractor's Contract Amount: The total of the contract for the awarded bid. (See Construction Bids for further details regarding the bidding and contractor selection process.)

Loan Amount: Total of all bids selected, including all owner furnished items, expenses, and fees.

³ The Wall Street Journal Prime Rate can be found at: <https://www.wsj.com/market-data/bonds/moneyrates>

Owner Furnished Items: Any owner-furnished items must be in new, or like new condition, as determined by HCD staff. Materials for completing the project which the owner selects and purchases, which are not included in the contractor's contract amount. (*Example: appliances the owner purchases and has delivered to the site, not included in the home improvement activity.*)

LOAN APPROVAL AND DENIAL

Home Improvement Program applications will be processed, reviewed, and, if approved, authorized for funding. The HCD Grants and Loans Analyst is authorized to approve or deny applications based on the requirements outlined below.

Any applications not meeting the approval requirements below may be reviewed by the Loan Committee for reconsideration, if extenuating circumstances apply.

APPROVAL REQUIREMENTS

- Applicant must complete the application and meet all eligibility requirements
- Completion of an inspection by HCD
- Acknowledgement by the applicant that corrections of the City Code violations, lead risk, and other hazards must be completed before all other homeowner requested items
- Written indication from a licensed Title Company of guaranteed title in an amount equal to the Deed of Trust, as required
- Satisfactory credit history report from three credit reporting agencies, as required
- The applicant must sign an Application Authorization and Credit Report Disclosure in order for HCD to obtain a Credit Report, as required

DENIAL

Projects will be denied for the following reasons:

- Property and/or applicant do not meet the program eligibility criteria as described
- Initiation of any work scheduled to be funded by the HIP prior to loan document signing

LOAN CLOSING DOCUMENTS, PROCESS & DISPOSITION

Documents will be provided, executed, and retained for each loan as described below.

FORGIVABLE LOANS

Approval

The homeowner will be provided with a Letter of Intent via email before a forgivable loan for home improvement is formally executed. The Letter of Intent provides formal approval of the Home Improvement application, and includes the total amount of the loan, forgiveness terms, and expectations regarding primary residency.

Closing

The homeowner will be emailed electronic copies of the Promissory Note and Deed of Trust⁴ or Security Agreement⁵ to review at least three (3) days prior to document signing. Paper copies will be mailed to the homeowner upon request.

HCD staff will meet with the homeowner to review and execute the Promissory Note and Deed of Trust or Security Agreement.

Contracts

Once closing documents have been executed, HCD staff will facilitate the signing of construction contracts between the homeowner and the selected General Contractor and/or subcontractors.

HCD staff will issue a formal Notice to Proceed to the contractor when all contracts are executed.

Disposition

The Deed of Trust or Security Agreement will be recorded with the Ada County Clerk's Office or Idaho Department of Motor Vehicles by City staff. Original, executed documents will be maintained in a locked fire safe; all other documents associated with the Home Improvement project will be maintained electronically for recordkeeping and archival purposes.

The homeowner will receive electronic copies of all executed loan and contract documents within one week of recording by Ada County and may request any other project-related files at any time within the record retention period for the project, per HCD's Record Retention Policy.

The General Contractor and/or subcontractors will be provided with copies of all executed construction contract documents and notices issued by the City.

⁴ A Deed of Trust will be used for all projects on parcels beginning with an 'R' or 'S' per Ada County Assessor's Office records.

⁵ A Security Agreement will be used for all projects on parcels beginning with an 'M' per Ada County Assessor's Office records.

TRADITIONAL & REFINANCE LOANS

Approval

Upon loan approval, the homeowner will be provided with the Good Faith Estimate and Truth in Lending disclosures.

Closing

The homeowner will be emailed electronic copies of the Promissory Note and Deed of Trust⁶ or Security Agreement⁷ to review at least three (3) days prior to document signing. Paper copies will be mailed to the homeowner upon request.

HCD staff will meet with the homeowner to review and execute the Promissory Note and Deed of Trust or Security Agreement, and any related amendments or riders.

The homeowner will also be provided with two (2) copies of a notice explaining their right to rescind the transaction. The homeowner will have three (3) business days after signing during which they may decide to cancel the loan. In order to cancel the loan, HCD must receive written notice sent by email to Housing@cityofboise.org or mail to City of Boise, ATTN: HCD, PO Box 500, Boise, ID 83701.

Monthly statements will be issued to the homeowner based on the payment terms outlined in the executed Promissory Note.

Contracts

Once closing documents have been executed, and the rescission period has passed, HCD staff will facilitate the signing of construction contracts between the homeowner and the selected General Contractor and/or subcontractors.

HCD staff will issue a formal Notice to Proceed to the contractor when all contracts are executed.

Disposition

The Deed of Trust or Security Agreement will be recorded with the Ada County Clerk's Office or Idaho Department of Motor Vehicles by City staff. Original, executed documents will be maintained in a locked fire safe; all other documents associated with the Home Improvement project will be maintained electronically for recordkeeping and archival purposes.

The homeowner will receive electronic copies of all executed loan and contract documents within one week of recording by Ada County and may request any other project-related files at any time within the record retention period for the project.

The General Contractor and/or subcontractors will be provided with copies of all executed construction contract documents and notices issued by the City.

⁶ A Deed of Trust will be used for all projects on parcels beginning with an 'R' or 'S' per Ada County Assessor's Office records.

⁷ A Security Agreement will be used for all projects on parcels beginning with an 'M' per Ada County Assessor's Office records.

CITY ACCOUNTING PROCESS

When the loan is fully closed (awarded), it will be entered into the City's loan servicing software and an account number will be assigned. The HCD Grants and Loan Analyst will provide the account number and executed loan documents to the City's Grant Specialist assigned to HCD for accounting and tracking purposes.

See **Appendix B: Loan Closing Documents**

LOAN PAYMENTS

PAYMENT DATES

The initial loan payment is due on the 1st of the month. For loans that close on or before the 5th, the first payment will occur on the 1st of the month immediately following the closing date. For loans that close on or after the 6th, loans will start payment within 45-60 days of closing.

Example: Mr. and Mrs. Smith close their loan on August 1, 2014. Their first loan payment is September 1, 2014. Mr. and Mrs. Jones close their loan on October 10, 2014. Their first loan payment is December 1, 2014.

The monthly statement will show the payment amount and the date payment is due.

LATE PAYMENTS & CHARGES

A payment received after the fifteenth (15th) day following the payment due date is considered late. On the 16th day after the payment due date, a late fee will be assessed in the amount of four percent (4%) of the amount of the monthly payment. Any late payment charges will be indicated on the monthly statement and subsequent payments will be applied first to the late fee, then to the principal amount of the payment, if not paid in addition to the standard monthly payment.

DELINQUENT ACCOUNTS

An account is considered delinquent if payment is not received by the 30th day after it is due. If a loan becomes delinquent, the HCD staff member responsible for loan servicing will contact the borrower to notify them of the delinquency and establish a plan to bring the account current, in accordance with the HCD Loan Servicing Policies & Procedures.

When a loan becomes more than six (6) months delinquent, it will be referred to external legal counsel for reasonable action, which may include establishing a payment plan, requesting a loan modification, or creating a forbearance agreement. If attempts to bring the loan current fail, the City may pursue foreclosure.

CREDIT REPORTING

All loans are reported to two credit bureaus: Equifax and TransUnion.

LOAN ASSUMPTIONS, MODIFICATIONS AND SUBORDINATIONS

ASSUMPTIONS

While the City's basic policy prohibits assumptions, the HCD Division strives to ensure stable, affordable housing can be maintained. In the event of the borrower's death, the loan may be assumed by the successor in interest to the property, if all the following conditions exist:

- The household's total income is at or below 80% AMI at the time of assumption.
- The household will make or maintain the property as their primary residence.
- If the property is not the household's current residence, primary residency must be established at the property within 120 days of the assumption.

The party requesting the loan assumption must bring all relevant documentation, which may include but is not limited to, death certificate(s), household income verification documentation, and proof of residence, to HCD for review. The HCD staff will make a recommendation to the Loan Committee regarding the assumption based on the eligibility documentation provided. The Loan Committee will make a final determination, at its sole and absolute discretion.

MODIFICATIONS

Modifications to loan terms may be considered to support the borrower's ability to maintain their housing, in certain circumstances. A modification could be considered if the borrower provides proof of inability to make the payments established in the promissory note due to one of the following:

- Change in the household's income due to loss of employment or inability to work.
- Change in household composition (e.g., due to divorce, separation, death, etc.).
- Incarceration leading to loss of household income.
- Medical debt incurred by the borrower or other household member with shared finances.

The named borrower(s) must complete the Request for Modification packet and return all requested documents to HCD. All modification requests will be considered by the Loan Committee, which has sole and absolute discretion to approve or deny such requests.

SUBORDINATION

Loan subordination may be allowed only if:

- The borrower is refinancing the first mortgage on the assisted property.
- The new loan has the sole purpose of improving the rate and/or extending the term of the existing loan and results in a lowered monthly principal and interest payment for the borrower. The City will not subordinate for "cash out" refinancing. For purposes of this requirement, the new loan may allow the borrower to finance their closing costs without being considered cash out. Additionally, nominal cash back at closing of less than \$500 resulting from last-minute adjustments to payoff figures, closing costs, tax/insurance escrows and the like will not be considered "cash out."
- The total of all loans on the property do not exceed a loan to value ratio of eighty

percent (80%).

- Loan to value will be determined by an appraisal completed and signed by an Idaho-certified, licensed appraiser within six (6) months of the date the homeowner submits a request for subordination to the City.

Under no circumstances will the City subordinate its lien position to lower than a second (2nd) position. Borrower(s) requesting subordination of the HIP loan will be responsible for any costs incurred, including appraisal, recording and any other fees deemed necessary by the City to complete the transaction. All subordination requests will be considered by the Loan Committee, which has sole and absolute discretion to approve or deny such requests. If the Loan Committee has approved the subordination request, the necessary paperwork will be executed and returned to the primary lender.

See **Appendix C: Modification/Subordination Request Packet**

TITLE INSURANCE

Title Insurance shall be required on all Traditional & Refinance Home Improvement loans except:

- Manufactured Home loans (which will only require a title letter report).

The following guidelines must be met for all loans that require title insurance:

- HCD shall order, from a licensed title insurance company, a title insurance policy in the name of the City of Boise to cover the amount of the proposed Deed of Trust and Note.
- The preliminary title report will be reviewed to verify all liens or other encumbrances have been disclosed. [Should the property be a manufactured home, in lieu of a title report, the tax assessment will be pulled from Ada County Tax Records.]
- The policy must be issued by the title company when the City delivers the Deed of Trust to the Title Company for recording and will become a part of the original file.
- In those instances where the applicant is the owner of record, a standard mortgagee's title policy shall be ordered in an amount equal to the proposed Deed of Trust.
- In any instance where the contract of sale is in escrow, an owner's title policy shall be ordered in the name of the owner of record in an amount equal to the proposed Deed of Trust.

APPRAISALS

Appraisals will be required for all Traditional and Refinance Home Improvement loans in excess of \$15,000.

The appraisal must meet the following guidelines:

- Appraisals will be completed by an Idaho-certified, licensed appraiser and will be made a part of the original electronic and hard copy loan files maintained by the City of Boise.
- Copies of an appraisal for the subject property will be accepted if completed by an Idaho-certified, licensed appraiser and signed and dated within six (6) months of initial loan application.
- The appraisal must be completed prior to application for financing from another lender, such as the purchase or refinancing of the subject property.

AUTHORIZATIONS

Each borrower will sign letters authorizing the City's Housing and Community Development Department (HCD) to order any necessary reports and inspections, including, but not be limited to:

- Credit reports
- Appraisals
- Title insurance
- Lead inspections
- Confirmation of receipt of the lead brochure, *Protect Your Family From Lead in Your Home* (if applicable)
- Financial privacy (as part of the application)

Authorization letters shall be completed as part of the application process, when an inspection, appraisal, credit report, or title insurance is needed.

See **Appendix D: Authorization Letters**

HOUSING INSPECTION

All properties approved for assistance are subject to an inspection that follows a standard accepted by HUD (HQS, UPCS, etc.). An HCD staff member will conduct the inspection as part of the initial interview with the homeowner(s).

Properties approved for assistance must meet these following guidelines:

- The property will be evaluated for safe living conditions. At minimum, the property will be evaluated for a working smoke detector and carbon monoxide detector.
- Severe housing code violations that compromise the safety of the household must be corrected as part of the home improvement project.

Some examples of severe housing code violations include, but are not limited to:

- Exposed electrical wires
- Non-functioning heating system/water supply
- Leaking roof
- Non-functioning plumbing systems

See **Appendix E: Housing Inspection Form**

ELIGIBLE IMPROVEMENTS

Eligibility for the areas of improvement listed below will be determined by the type of assistance the applicant qualifies for and the property inspection completed by the HCD Housing Rehab Coordinator.

SPECIFIC IMPROVEMENTS

Specific eligible areas for Home Improvement assistance may include repair and replacement of:

- Footings and foundation
- Exterior framing and trim
- Interior framing and trim
- All styles of siding, including wood, Masonite®, composition materials, steel, vinyl and aluminum
- Exterior finishing including soffit and fascia, window and door trim
- Repairs to chimneys, steps and staircases
- Roofing, including sheathing and trim, asphalt, fiberglass, cedar, tile and approved materials for main house [Note: Detached garages must not exceed 40% of the total Home Improvement costs]
- Painting of interior and exterior surfaces
- Interior trim and millwork, including paneling, wallpaper and any material that is not excluded by the current approved City Code
- Window replacement
- Insulation: Attic, Wall, Floor, Foundation
- Doors
- Exterior entrance doors, including storm doors, thresholds and sweeps, and weather stripping
- Any portion of the electrical system including fixtures such as: smoke detectors, carbon monoxide detectors (Co2) and light fixtures
- Any portion of the plumbing system including water, waste, venting, fixtures and well testing
- Cabinets, vanities, dividers and shelves; tub and shower enclosures and finishing, including plastic, laminate, Formica®, vinyl, ceramic and other material allowed by the current approved City Code
- Floors, floor materials and coverings, including carpet, vinyl, ceramic and any material allowed by the current approved City Code
- Heating equipment [gas, electric, and oil, not prohibited by the mechanical code] including duct work and thermostats. Repair of or modifications to wall protection, chimneys, venting and hearths, and to City-approved solid fuel appliances in order to meet the current approved Uniform Mechanical Code [Note: purchase or replacement of solid fuel appliances is not eligible; repair or modification of solid fuel appliances is at the discretion of the HCD Division Manager or designee]
 - Solid fuel appliances include any heater that uses wood, wood pellets, coal, or agricultural crops as a fuel.
- Air conditioning, new or repair or replacement of existing units affixed to the

property.

- Window air conditioning units are not eligible repair/replacement or installation.
- In a manufactured/mobile home, the unit must be hardwired, installed through a wall, and become part of the unit.
- Providing of accessibility improvements when necessary, including but not limited to ramps, grab bars in bathrooms, special doors and entry ways
- Excavation of sewer lines and/or installing pipes from the house to the City sewer lines.
- Any reasonable and affordable appliance (as listed below), equipment or modification system needed to meet a reasonable accommodation, as determined by HUD Section 504 Guidelines.
- Modifications or abatement required per the Environmental Review.

Any of the items listed in the Eligible Improvements section above, when associated with an existing garage or separate structure on the same property, may not exceed 40% of the total Home Improvement Program costs.

ADDITIONS

A bedroom addition is an allowable property improvement only in cases of overcrowding⁸. The addition cannot exceed 25% of the property's original square footage and must be incidental to other needed, eligible repairs. All additions require approval from the Loan Committee.

GENERAL PROPERTY IMPROVEMENTS

General property improvements are only eligible for households receiving a Traditional or Refinance Home Improvement loan and cannot exceed the applicable percent of the total loan amount as listed below unless such costs are necessary to address issues of health and safety. General property improvements include the following items:

- Landscaping including grass, shrubs, plants, soil, repair of existing sprinkler systems, etc. – not to exceed ten percent (10%) of the total improvement costs
- Concrete driveways and walks – not to exceed ten percent (10%) of the total improvement costs
- Patio covers and decks – not to exceed forty percent (40%) of total improvement costs
- Carports or repairs to existing stand-alone garages – not to exceed forty percent (40%) of the total improvement costs
- Well modifications, repairs or replacement, if Veolia water is not available - not to exceed forty percent (40%) of total improvement costs
- Modifications, repairs or replacement of septic systems, if connection to City sewer is not available - not to exceed forty percent (40%) of total improvement costs
- Window Coverings, i.e., mini-blinds – not to exceed two percent (2%) of the total

⁸ a property may be considered overcrowded if more than two people are sharing a bedroom, per 24 CFR 982.401(d)(2)(ii)

improvement costs. [See exclusions for window coverings below]

INELIGIBLE IMPROVEMENTS

- Laundry equipment (washers & dryers), unless required to meet accessibility needs
- Any improvement not attached or permanently installed to the unit (except for ranges or refrigerators)
- Drapes, curtains, shades, plant hangers, lamps, valances and cornice boards
- Furniture (all types)
- Water softeners and trash compactors
- Back-up generating systems
- Exterior barbecue pits, fireplaces, and hearths
- Bath houses, hot tubs, saunas, swimming pools, and tennis courts
- Burglar protection bars (unless for a basement) and home security systems
- Dumbwaiters, radiator covers and enclosures
- Television/satellite antennas
- Flower beds and greenhouses (unless required by the City's Design Review, and not to exceed two percent (2%) of total home improvement costs)
- Airplane hangars
- Pet kennels
- New garages
- Room additions (except for bedrooms as detailed above)
- Penthouses
- Photo murals
- Purchasing of used items
- Extended warranties for appliances or any other items
- Fees, including sewer or water tap fees or connection fees to connect to City Sewer or Veolia Water

MATERIALS

The following specifications establish the standards for materials used for property improvements. All materials must meet the quality standards and minimum specifications below and be moderately priced; no luxury items will be approved.

Materials must be included with the labor bid(s) as described in the individual bid sheets. The successful bidder/contractor will supply both labor and materials.

- Cost of materials may be estimated and included as *owner furnished items*. In this event, the homeowner is responsible for purchasing and supplying materials, and ensuring that all materials are available to the contractor when needed.
- Materials may be included with the labor bid(s) as described in the individual bid sheets. The successful bidder/contractor will supply both labor and materials.
- Cost of materials may be estimated and included as *owner furnished items*. In this event, the homeowner is responsible for purchasing and supplying materials, and ensuring that all materials are available to the contractor when needed.

SPECIFICATIONS

Item	Specification/Brand
HVAC System	
Furnaces	Bryant, Carrier, or approved equal
Air Conditioning	14 seer minimum. No stand-alone units
Heat Pump	Daikin, Blueridge, or approved equal
Plumbing Fixtures	
Kitchen Sink	Glacier Bay, Kohler, or approved equal
Kitchen Faucet	Moen, Delta, or approved equal
Bath Sink	Glacier Bay, Kohler, or approved equal
Bath Faucet	Moen, Delta, or approved equal
Tub/Shower Valve & Assembly	Moen, Delta, or approved equal
Shower Pan (replacement)	Fiberglass, pre-manufactured
Tub (replacement)	Fiberglass, pre-manufactured
Shower Surround	Fiberglass, tile, Corian, or approved equal
Toilet	Toto, American Standard, or approved equal

Appliances*

Garbage Disposal	Insinkerator, Kitchenaid, or approved equal
Dishwasher	GE, LG, or approved equal
Range (freestanding), Gas or Electric	GE, LG, or approved equal
Range (slide in or built in)	GE, LG, or approved equal
Refrigerator	GE, LG, or approved equal
Microwave Range Hood Combination	GE, LG, or approved equal

Windows

Vinyl	Milgard or approved equal (white)
Historic (wood)	Marvin or approved equal (clad)

Other Materials

Counter Tops & Backsplash	Plastic laminate & deck (cost = installed/square foot)
Floor Coverings	Carpet, vinyl and/or solid surface (cost = installed/square foot)

**Energy Star appliances will be used whenever possible*

See **Appendix F: Construction Specifications**

BUILDING PERMITS

Building permits are required for all Home Improvement activities as needed to meet Boise City Code.

- All required building permit(s) shall be the responsibility of the contractor, unless otherwise specified by the Rehab Coordinator.
- All contractors and/or subcontractors shall purchase and post the required individual permits in each subcontracted area: e.g., electrical, plumbing, heating, and any other subcontracted areas included in the project.
- Final payments will not be processed to any contractor (or subcontractor) until all required building plans have been inspected and all required permits approved by the Planning & Development Services Department.

All permits are currently available for purchase at: www.cityofboise.org/pds

CONTRACTOR QUALIFICATIONS

All contractors working on HIP projects must meet the following general qualifications:

- Current State of Idaho registration and license⁹
- All trades, including plumbing, electrical and mechanical work must be registered and have a current State of Idaho license, as required by the state division of [Occupational and Professional Licenses](#).
- Proof of general liability insurance (\$2,000,000 minimum)
- Proof of automobile liability insurance (\$1,000,000 minimum)
- Proof of worker's compensation insurance (\$500,000 minimum) – unless waiver approved by the Loan Committee for owner-operated firms without employees
- All contractors bidding/working on pre-1978 housing structures must be Renovation, Repair and Painting (RRP) Firm Certified.
- Obtain a Unique Entity Identifier (UEI) from the System for Award Management (SAM.gov).

In addition to the qualification requirements listed above, contractors/contract firms will be ineligible to bid on projects if they have violations recorded by the State of Idaho Division of Building Safety¹⁰ or if they have been debarred by the U.S. Department of Labor¹¹.

LIST OF QUALIFIED CONTRACTORS

HCD will maintain a list of qualified contractors. This list will be used to distribute bid packages and solicit bids on home improvement projects. Firms may register at any time; firms meeting the qualifications in the above section will be added to the list at the time of registration. The list will be verified annually; any firms that do not respond to the verification request will be removed.

To be added to the list of qualified contractors, firms must complete the registration form found here: <https://bit.ly/374GYEY>

The following information must be provided in the registration form, or when requested by HCD staff:

- Contact information (email address, phone number, website)
- Contractor's license number
- Types of work/trade performed
- Identification of minority/women-owned business qualification
- Section 3 business qualification and worker hiring practices
- Worker's compensation insurance policy
- Liability insurance policy

⁹ Licenses will be verified via the State of Idaho's registry:

https://web.dbs.idaho.gov/etrakit3/Custom/Idaho_LicenseSearch.aspx

¹⁰ Violations will be checked via the State of Idaho's registry:

https://web.dbs.idaho.gov/etrakit3/Custom/Idaho_CaseSearch.aspx

¹¹ Debarment status will be verified via the SAM system:

<https://www.dol.gov/agencies/ofccp/debarred-list>

- Automobile insurance policy
- Unique Entity Identifier (UEI)

LEAD-BASED PAINT PROJECTS

For projects requiring lead-based paint safe work practices, bids will not be accepted from contractors that do not have the required lead-based paint training and certification for the type of work being performed. Firms will be asked for their certification forms prior to bid awards.

CONSTRUCTION BIDS

BID PROCESS

Specifications must be prepared by HCD or an architect for all proposed projects as outlined below [NOTE - fees for specifications created by an architect are not eligible for payment from this program].

Forgivable Loans

1. HCD will prepare a complete bid package for the owner describing all labor and materials needed to complete the project. All drawings or sketches attached to the bid will become part of the bid package.
2. HCD will advertise the bid package to the list of qualified contractors.
3. Bids completed and returned by qualified contractors will be logged in with the date and time received by HCD. Bids not turned in on time will not be reviewed.
 - a. All bid packages must include the name, address, phone number and Tax I.D. Number for each general and sub-contractor (Also see the section below on Invoices).
4. Bids will be reviewed by HCD staff, and the lowest qualified bid will be selected.
 - a. If the contractor submitting the lowest qualified bid cannot complete the work within the time period specified by the Rehab Coordinator, the contractor with the next lowest qualified bid will be selected.
 - b. If multiple contractors submit equivalent bids, preference will be given to Minority and/or Women Owned Businesses.
5. HCD will notify the contractor submitting the selected bid. All completed bid packages, including those not selected, will become a part of the permanent HIP files maintained by HCD. Completed bid packages may be reviewed with a formal Public Records request at any time after final bid selection is made.
6. Cost reasonableness for all bid awards will be evaluated by HCD staff before awarding a contract.
 - a. A cost reasonableness determination will be made in accordance with 2 CFR 200.404 and will include a comparison of all qualified bids received with the average of prior bid proposals for similar work in the two preceding years.
7. A contract between the owner and selected contractor will be prepared by HCD staff and signed by both parties. Where there is more than one contractor, including subcontractors, in the approved bid package, multiple contracts will be prepared.
8. HCD will issue a Notice to Proceed to each contractor after the contract documents have been signed.

Traditional & Refinance Loans

1. HCD will prepare a complete bid package describing all labor and materials needed to complete the project. All drawings or sketches attached to the bid will become part of the bid package.
2. Bid packages will be released in one of two ways:
 - a. The applicant may choose to distribute the bid package to contractors of their choice. The applicant must provide documentation demonstrating the bid package was sent to at least three (3) contractors. The selected

- contractor must meet HCD standards as described in the Qualified Contractors section of this document.
- b. The Rehab Coordinator may solicit bids through the list of qualified contractors on behalf of the applicant.
 3. A minimum of two (2) bids for each contract must be received for the project. If two (2) bids are not submitted, the reasons for denial from contractors who did not respond to the bid packages must be documented in the project file by the Rehab Coordinator.
 4. Bids completed and returned by qualified contractors will be logged in with the date and time received by HCD. Bids not turned in on time will not be reviewed.
 - a. All bid packages must include the name, address, phone number and Tax I.D. Number for each general and sub-contractor (Also see the section below on Invoices).
 5. Bids will be reviewed by HCD staff and shared with the applicant.
 - a. If bids submitted by qualified contractors are within fifteen percent (15%) of each other, the homeowner may select the contractor for the project. Otherwise, the contractor with the lowest bid must be selected.
 - b. If multiple contractors submit equivalent bids, preference will be given to Minority and/or Women Owned Businesses.
 - c. If the selected contractor cannot complete the work within the time period specified by the Rehab Coordinator, the homeowner may select from the other bid proposals that are within fifteen percent (15%) of each other.
 - d. If the homeowner refuses to select a contractor from satisfactory proposals, the City reserves the right to cancel the project.
 6. The City reserves the right to reject all submitted bids and re-release the bid package if original bids submitted are unsatisfactory.
 7. HCD will notify the contractor submitting the selected bid. All completed bid packages, including those not selected, will become a part of the permanent HIP files maintained by HCD. Cost reasonableness for all bid awards will be evaluated by HCD staff before awarding a contract.
 8. A cost reasonableness determination will be made in accordance with 2 CFR 200.404 and will include a comparison of all qualified bids received with the average of prior bid proposals for similar work in the two preceding years.
 9. A contract between the owner and selected contractor will be prepared by HCD staff and signed by both parties. Where there is more than one contractor, including subcontractors, in the approved bid package, multiple contracts will be prepared.
 10. HCD will issue a Notice to Proceed to each contractor after a three (3) day right of rescission period.

CHANGE ORDERS

If changes to the scope of work are required, or additional work is to be performed, a change order shall be initiated by HCD and signed by the owner and the contractor(s). Work should not commence before the change order is signed by all required parties. All change orders must be in numbered sequence.

PROCUREMENT STANDARDS

Formal competitive bidding is not required for loans awarded through the Home Improvement Program; however, all procurement transactions (regardless of whether negotiated or advertised) will be conducted in a manner which encourages open and free competition. The City of Boise will apply appropriate management practices as needed to encourage free and open competition and cost reasonableness to ensure the integrity of the Home Improvement Program.

DAVIS-BACON ACT

Requirements of the Davis-Bacon Act do not apply to single unit properties. Davis-Bacon and federal labor standards requirements are only applicable to the improvement of properties designed for residential use containing eight (8) or more units.

See **Appendix G: Construction Contract Template & Notice to Proceed**

INVOICES

For invoices to be reimbursed by the City of Boise, the following items must be included:

- The contractor must provide all tax information, addresses and phone numbers for itself and any subcontractors. Failure to provide this information will result in non-payment and/or revocation of the contract until documentation is provided.
- Contractor must complete a portion, or all of the improvement work described in the scope of work within the applicable period outlined in the bid package.

HCD staff are responsible for the following items, once the contractor submits an acceptable invoice for payment:

- Determining that the work completed is in accordance with the contract terms and meets all code requirements.
- Reviewing draw request forms to ensure they are completed and submitted with a properly prepared original invoice, signed by the homeowner and HCD.
- For payments beyond thirty-three percent (33%) of the contract amount, reviewing to ensure a (Waiver of Lien) for materials and labor has been submitted.
- Ensuring all payments will have a five percent (5%) retention held until all work is complete and a final inspection is completed.

Invoices for materials purchased by the homeowner must include a reimbursement form with sales tax included. The reimbursement form must be signed by the homeowner before being submitted for payment. This process will be discussed with the homeowner in advance of the project start.

JOB SITE SUPERVISION

Each project shall be coordinated and supervised by HCD staff. On-site supervision and responsibilities shall include:

- Coordination of construction schedules with the homeowner. Contractor(s) shall provide regular status updates to the Rehab Coordinator.
- Review and inspection of all work performed (in its various stages) and review for materials standards as specified in the original contract, including sketches and drawings.
- Verification of all required City inspections. [Note: Each contractor and subcontractor is responsible for ordering required inspections at the required intervals.]
- Facilitating selection of materials by homeowner where options are permitted/available.
- Assistance with all disputes between the homeowner, contractors and subcontractors when they arise. HCD will seek to resolve all disputes in a timely manner. If resolution is not possible, the City will retain the authority to take further steps to correct the dispute including, but not limited to, removing the contractor or subcontractor from the project, closing the account, and denying any further invoices. The City will retain the final right to pay or withhold funds when there is a dispute between the homeowner and contractor or subcontractor.

FINAL RELEASE

At the completion of all home improvement projects, HCD staff will be responsible for:

- Coordination of final inspection by PDS, if applicable.
- Ensuring that all building, mechanical, electrical, and plumbing permits issued by PDS have been finalized.
- Reviewing work for each area with the appropriate contractor and with the homeowner.
- Identifying any final 'Punch List' items requiring correction or completion.
- Ensuring the Final Acceptance and Draw Release form is complete and signed by contractor, owner and HCD.

Once these documents have been received and reviewed by HCD, final payment to the Contractor may be processed.

See **Appendix H: Final Release/Draw Documents**

WORKFLOW



LEAD-BASED PAINT AND HAZARDOUS MATERIAL REQUIREMENTS

Lead-based paint or other hazardous material may need to be evaluated before final approval and execution of the contract.

The standards to be followed include:

- When an EPA-certified inspector or risk assessor determines that lead-based paint or other hazardous materials are present in the dwelling to be improved, bid sheets will define the need for treatment and/or abatement of the problem in accordance with HUD Requirements at 24 CFR Part 35.
- The owner/tenant of pre-1978 dwellings will receive notification of the possible presence of lead-based paint or other hazardous material in their home/rental. They will be required to sign for and receive a copy of *Protect Your Family From Lead in Your Home* or current brochure authorized by HUD. This explains the hazards of lead-based paints in pre-1978 dwellings, precautions to take, and blood screening procedures for children.
- The agreements between the homeowner and contractor will include (under Article V of the General Conditions of the contract) information regarding the treatment and abatement of lead-based paint or other hazardous material in accordance with HUD requirement 24 CFR Part 35.24(b)(2)(11).
- All requirements for lead-based paint or other hazardous material abatement established by state law and HUD regulations at 24 CFR Part 35 will be included in the improvement project.
- Depending on the level of lead hazards, temporary relocation of the occupants may be required. This means that owners and tenants of properties undergoing lead hazard reduction should not be exposed to lead dust and its hazards. Temporary relocation is one way to protect occupants; however, HUD does not require this in all cases.

See **Appendix I: Lead Based Paint Policy**

See **Appendix J: Lead-Based Paint Notification Materials**

AFFIRMATIVE MARKETING

The Home Improvement Loan Program will follow the guidelines as set out in HCD's Affirmative Marketing Plan.

See **Appendix K: Affirmative Marketing Plan**

APPENDICES

A: VERIFICATION DOCUMENTS

Income Qualification Worksheet

CALCULATING ANNUAL INCOME - PART 5					
1. NAME:		2. LOAN NUMBER:			
ASSETS					
Family Member Name	Asset Description	Current Cash Value of Assets	Actual Income from Assets		
3. Net Cash Value of Assets		\$0.00			
4. If line 3 is greater than \$5000, multiply line by .06% (passbook rate) and add to income			\$0.00		
5. Total Income from Assets			\$0.00		
ANTICIPATED ANNUAL INCOME					
Family Member	Wages/Salaries	Benefit/Pensions	Public Assistance	Other Income	Asset Income
	\$ -				Enter the greater amount of lines 4 or 5 from above.
	\$ -				
	\$0.00	\$0.00	\$0.00	\$0.00	
7. Annual Income				\$0.00	

MONTHLY DEBT MAX (50%)
 \$ -
 #DIV/0!

Weekly Pay	52	\$ -	\$ -	-
	52	\$ -	\$ -	-
	52	\$ -	\$ -	-

BiWeekly Pay	26	\$ -	\$ -	-
	26	\$ -	\$ -	-
	26	\$ -	\$ -	-

Monthly Pay	12	\$ -	\$ -	-
	12	\$ -	\$ -	-
	12	\$ -	\$ -	-

Meets Income		X% AMI
Does Not Meet Income		

Staff Signature: _____ Date: _____ Monthly Income: \$ -

Income Calculation Examples

- **Example #1:** A household member receives a paycheck once every month from Social Security. Each check totals \$815.
 - Two months of payments = \$1,630
 - Anticipated annual payments = 12
 - Multiply average payment amount by 12 to determine projected annual gross income
 - **Total projected annual gross income = \$9,780**

- **Example #2:** A household member receives a paycheck on the 1st and 15th of each month. Each check totals \$645.
 - Two months of payments = \$2,580
 - Anticipated annual payments = 24
 - Multiply average payment amount by 24 to determine projected annual gross income
 - **Total projected annual gross income = \$15,480**

- **Example #3:** A household member receives a paycheck every other Friday. The last two months combined included nine Fridays, five of which were payday. The check totals were \$580, \$635, \$615, \$595, and \$602.
 - Total of all payments = \$3,027
 - Average of all payments = \$605.40/paycheck
 - Anticipated annual payments = 26
 - Multiply average payment amount by 26 to determine projected annual gross income
 - **Total projected annual gross income = \$15,740.40**

- **Example #4:** A household member receives a paycheck every week from their employer. There were nine weeks in the last two months and the household member used one week of unpaid vacation time. Each paycheck amount varies but the average amount (including the week of \$0 pay) totals \$830.
 - Anticipated annual payments = 52
 - Multiply average payment amount by 52 to determine projected annual gross income
 - **Total projected annual gross income = \$43,160**

Fannie Mae Form 1005 – Verification of Employment

Request for Verification of Employment

Privacy Act Notice: This information is to be used by the agency collecting it or its assignees in determining whether you qualify as a prospective mortgagor under its program. It will not be disclosed outside the agency except as required and permitted by law. You do not have to provide this information, but if you do not your application for approval as a prospective mortgagor or borrower may be delayed or rejected. The information requested in this form is authorized by Title 38, USC, Chapter 37 (if VA); by 12 USC, Section 1701 et. seq. (if HUD/FHA); by 42 USC, Section 1452b (if HUD/CPD); and Title 42 USC, 1471 et. seq., or 7 USC, 1921 et. seq. (if USDA/FmHA).

Instructions: Lender – Complete items 1 through 7. Have applicant complete item 8. Forward directly to employer named in item 1.
 Employer – Please complete either Part II or Part III as applicable. Complete Part IV and return directly to lender named in item 2.
 The form is to be transmitted directly to the lender and is not to be transmitted through the applicant or any other party.

Part I – Request

1. To (Name and address of employer) _____ 2. From (Name and address of lender) _____

I certify that this verification has been sent directly to the employer and has not passed through the hands of the applicant or any other interested party.

3. Signature of Lender _____ 4. Title _____ 5. Date _____ 6. Lender's Number (Optional) _____

I have applied for a mortgage loan and stated that I am now or was formerly employed by you. My signature below authorizes verification of this information.

7. Name and Address of Applicant (include employee or badge number) _____ 8. Signature of Applicant _____

Part II – Verification of Present Employment

9. Applicant's Date of Employment _____ 10. Present Position _____ 11. Probability of Continued Employment _____

12A. Current Gross Base Pay (Enter Amount and Check Period)
 Annual Hourly
 Monthly Other (Specify) _____
 Weekly _____
 \$ _____

13. For Military Personnel Only
 Pay Grade _____
 Type _____ Monthly Amount _____
 Base Pay \$ _____
 Rations \$ _____
 Flight or Hazard \$ _____
 Clothing \$ _____
 Quarters \$ _____
 Pro Pay \$ _____
 Overseas or Combat \$ _____
 Variable Housing Allowance \$ _____

14. If Overtime or Bonus is Applicable, Is its Continuance Likely?
 Overtime Yes No
 Bonus Yes No

15. If paid hourly – average hours per week _____

16. Date of applicant's next pay increase _____

17. Projected amount of next pay increase _____

18. Date of applicant's last pay increase _____

19. Amount of last pay increase _____

20. Remarks (If employee was off work for any length of time, please indicate time period and reason)

Part III – Verification of Previous Employment

21. Date Hired _____ 23. Salary/Wage at Termination Per (Year) (Month) (Week)
 Base _____ Overtime _____ Commissions _____ Bonus _____

22. Date Terminated _____

24. Reason for Leaving _____ 25. Position Held _____

Part IV – Authorized Signature - Federal statutes provide severe penalties for any fraud, intentional misrepresentation, or criminal connivance or conspiracy purposed to influence the issuance of any guaranty or insurance by the VA Secretary, the U.S.D.A., FmHA/FHA Commissioner, or the HUD/CPD Assistant Secretary.

26. Signature of Employer _____ 27. Title (Please print or type) _____ 28. Date _____

29. Print or type name signed in Item 26 _____ 30. Phone No. _____

Fannie Mae
Form 1005 July 96

<https://singlefamily.fanniemae.com/media/13861/display>

Fannie Mae Form 1006 – Verification of Deposit

Request for Verification of Deposit

Privacy Act Notice: This information is to be used by the agency collecting it or its assignees in determining whether you qualify as a prospective mortgagor under its program. It will not be disclosed outside the agency except as required and permitted by law. You do not have to provide this information, but if you do not your application for approval as a prospective mortgagor or borrower may be delayed or rejected. The information requested in this form is authorized by Title 38, USC, Chapter 37 (if VA); by 12 USC, Section 1701 et.seq. (if HUD/FHA); by 42 USC, Section 1452b (if HUD/CPD); and Title 42 USC, 1471 et.seq. or 7 USC, 1921 et.seq. (if USDA/FmHA).

Instructions: Lender – Complete Items 1 through 8. Have applicant(s) complete Item 9. Forward directly to depository named in Item 1.
 Depository – Please complete Items 10 through 18 and return DIRECTLY to lender named in Item 2.
The form is to be transmitted directly to the lender and is not to be transmitted through the applicant(s) or any other party.

Part I – Request

1. To (Name and address of depository) 2. From (Name and address of lender)

I certify that this verification has been sent directly to the bank or depository and has not passed through the hands of the applicant or any other party.

3. Signature of lender 4. Title 5. Date 6. Lender's No. (Optional)

7. Information To Be Verified

Type of Account	Account in Name of	Account Number	Balance
			\$
			\$
			\$

To Depository: I/We have applied for a mortgage loan and stated in my financial statement that the balance on deposit with you is as shown above. You are authorized to verify this information and to supply the lender identified above with the information requested in Items 10 through 13. Your response is solely a matter of courtesy for which no responsibility is attached to your institution or any of your officers.

8. Name and Address of Applicant(s) 9. Signature of Applicant(s)

To Be Completed by Depository

Part II – Verification of Depository

10. Deposit Accounts of Applicant(s)

Type of Account	Account Number	Current Balance	Average Balance For Previous Two Months	Date Opened
		\$	\$	
		\$	\$	
		\$	\$	

11. Loans Outstanding To Applicant(s)

Loan Number	Date of Loan	Original Amount	Current Balance	Installments (Monthly/Quarterly)	Secured By	Number of Late Payments
		\$	\$	\$ per		
		\$	\$	\$ per		
		\$	\$	\$ per		

12. Please include any additional information which may be of assistance in determination of credit worthiness. (Please include information on loans paid-in-full in Item 11 above.)

13. If the name(s) on the account(s) differ from those listed in Item 7, please supply the name(s) on the account(s) as reflected by your records.

Part III – Authorized Signature - Federal statutes provide severe penalties for any fraud, intentional misrepresentation, or criminal connivance or conspiracy purposed to influence the issuance of any guaranty or insurance by the VA Secretary, the U.S.D.A., FmHA/FHA Commissioner, or the HUD/CPD Assistant Secretary.

14. Signature of Depository Representative 15. Title (Please print or type) 16. Date

17. Please print or type name signed in item 14 18. Phone No.

Fannie Mae
Form 1006 July 96

<https://singlefamily.fanniemae.com/media/13886/display>

B: LOAN CLOSING DOCUMENTS

Letter of Intent



PLANNING AND DEVELOPMENT SERVICES CITY OF BOISE HOUSING AND COMMUNITY DEVELOPMENT

(Date)

(Name)
(Address)
Address)

SUBJECT: Letter of Intent for a Home Improvement Forgivable Loan

Dear (Name),

This letter serves as notice of the City of Boise's intent to award a forgivable loan of (\$amount) (with 0% interest) for approved repairs to your home, located at (full address). The City's Home Improvement Program is funded through the Community Development Block Grant Program (CDBG).

This loan will be forgiven over a five (5) year period, reducing annually by twenty percent (20%) until fully reduced to zero, as long as the following terms and conditions are met:

- You maintain primary residency in the home for the full period of the loan term
- You do not sell or rent the home for the full period of the loan term

These terms offered to you, the Borrower, are made possible by the Home Improvement Program and would be otherwise unavailable to you in the marketplace. If you sell or rent your home before the end of the loan term, the City will recover the remaining obligation from the proceeds of such sale or rental.

We will provide additional documents for review and signature to formalize the forgivable loan and all terms.

Sincerely,

(Signature)

(Staff Name)
(Staff Position)


BOISE CITY HALL: ATTN: Housing and Community Development | 150 N. Capitol Boulevard | MAIL: P.O. Box 500, Boise, Idaho 83701-0500
P: 208-570-6830 | F: 208-384-4195 | TDD/TTY: 800-377-3529



Upon request, this document will be provided in a format that is accessible to persons with disabilities and/or persons with limited-English proficiency. The City of Boise prohibits discrimination in housing on the basis of race, color, sex, sexual orientation, gender identity/expression, national origin, religion, familial status, disability and age.

CITYOFBOISE.ORG/HCD

OMB Approval No. 2502-0265



Good Faith Estimate (GFE)

Name of Originator	City of Boise
Originator Address	150 N. Capitol Blvd
	Boise, ID 83702
Originator Phone Number	(XXX) XXX-XXXX
Originator Email	

Borrower	Elizabeth K Hoene
Property Address	
Date of GFE	May 7, 2021

Purpose This GFE gives you an estimate of your settlement charges and loan terms if you are approved for this loan. For more information, see HUD's *Special Information Booklet* on settlement charges, your *Truth-in-Lending Disclosures*, and other consumer information at www.hud.gov/respa. If you decide you would like to proceed with this loan, contact us.

Shopping for your loan Only you can shop for the best loan for you. Compare this GFE with other loan offers, so you can find the best loan. Use the shopping chart on page 3 to compare all the offers you receive.

Important dates

- The interest rate for this GFE is available through . After this time, the interest rate, some of your loan Origination Charges, and the monthly payment shown below can change until you lock your interest rate.
- This estimate for all other settlement charges is available through .
- After you lock your interest rate, you must go to settlement within days (your rate lock period) to receive the locked interest rate.
- You must lock the interest rate at least days before settlement.

Summary of your loan

Your initial loan amount is	\$30,000.00
Your loan term is	12 months
Your initial interest rate is	0.00 %
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$0.00 per month
Can your interest rate rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of % . The first change will be in
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of \$
Even if you make payments on time, can your monthly amount owed for principal, interest, and any mortgage insurance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, the first increase can be in and the monthly amount owed can rise to \$. The maximum it can ever rise to is \$
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, your maximum prepayment penalty is \$
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, you have a balloon payment of \$ due in years.

Escrow account information

Some lenders require an escrow account to hold funds for paying property taxes or other property-related charges in addition to your monthly amount owed of \$30,000.00.

Do we require you to have an escrow account for your loan?

No, you do not have an escrow account. You must pay these charges directly when due.

Yes, you have an escrow account. It may or may not cover all of these charges. Ask us.

Summary of your settlement charges

A	Your Adjusted Origination Charges (see page 2.)	\$0.00
B	Your Charges for All Other Settlement Services (see page 2.)	\$0.00
A + B	Total Estimated Settlement Charges	\$0.00

Good Faith Estimate (HUD-GFE) 1

Understanding your estimated settlement charges

Some of these charges can change at settlement. See the top of page 3 for more information.

Your Adjusted Origination Charges

1. Our origination charge This charge is for getting this loan for you.	\$0.00
2. Your credit or charge (points) for the specific interest rate chosen <input type="checkbox"/> The credit or charge for the interest rate of 0.00 %% is included in "Our origination charge." (See item 1 above.) <input type="checkbox"/> You receive a credit of \$0.00 for this interest rate of 0.00 %. This credit reduces your settlement charges. <input type="checkbox"/> You pay a charge of \$0.00 for this interest rate of 0.00 %. This charge (points) increases your total settlement charges. The tradeoff table on page 3 shows that you can change your total settlement charges by choosing a different interest rate for this loan.	\$0.00

A Your Adjusted Origination Charges	\$0.00
--	--------

Your Charges for All Other Settlement Services

3. Required services that we select These charges are for services we require to complete your settlement. We will choose the providers of these services.	\$0.00																
<table border="1"> <thead> <tr> <th>Service</th> <th>Charge</th> <th>Service</th> <th>Charge</th> </tr> </thead> <tbody> <tr> <td></td> <td>\$0.00</td> <td></td> <td>\$0.00</td> </tr> <tr> <td></td> <td>\$0.00</td> <td></td> <td>\$0.00</td> </tr> <tr> <td></td> <td>\$0.00</td> <td></td> <td>\$0.00</td> </tr> </tbody> </table>	Service	Charge	Service	Charge		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Service	Charge	Service	Charge														
	\$0.00		\$0.00														
	\$0.00		\$0.00														
	\$0.00		\$0.00														
4. Title services and lender's title insurance This charge includes the services of a title or settlement agent, for example, and title insurance to protect the lender, if required.	\$0.00																
5. Owner's title insurance You may purchase an owner's title insurance policy to protect your interest in the property.	\$0.00																
6. Required services that you can shop for These charges are for other services that are required to complete your settlement. We can identify providers of these services or you can shop for them yourself. Our estimates for providing these services are below.	\$0.00																
<table border="1"> <thead> <tr> <th>Service</th> <th>Charge</th> <th>Service</th> <th>Charge</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Service	Charge	Service	Charge													
Service	Charge	Service	Charge														
7. Government recording charges These charges are for state and local fees to record your loan and title documents.	\$0.00																
8. Transfer taxes These charges are for state and local fees on mortgages and home sales.	\$0.00																
9. Initial deposit for your escrow account This charge is held in an escrow account to pay future recurring charges on your property and includes all property taxes, all insurance, and other	\$0.00																
10. Daily interest charges This charge is for the daily interest on your loan from the day of your settlement until the first day of the next month or the first day of your normal mortgage payment cycle. This amount is \$ per day for days (if your settlement is).	\$0.00																
11. Homeowner's insurance This charge is for the insurance you must buy for the property to protect from a loss, such as fire.	\$0.00																
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Service	Charge	Service	Charge														

B Your Charges for All Other Settlement Services	\$0.00
---	--------

A + B Total Estimated Settlement Charges	\$0.00
---	--------



Good Faith Estimate (GFE) Acknowledgement

Originator
City of Boise
150 N. Capitol Blvd

Boise, ID 83702

Borrower
Elizabeth K Hoene

Date
May 7, 2021

Loan Number
301011

Property Address

.

By signing below, I acknowledge that I received, on the date show by my signature, a completed copy of the Good Faith Estimate form (dated May 7, 2021).

Borrower

Elizabeth K Hoene

Date

Date

Date

Date

Refer to the attached *Signature Addendum* for additional parties and signatures.

Truth in Lending Disclosure

<p>LENDER OR LENDER'S AGENT: City of Boise 150 N. Capitol Blvd Boise, ID 83702</p> <p>BORROWERS:</p> <p>PROPERTY ADDRESS:</p>	<p>Truth-In-Lending Disclosure Statement THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND</p> <p style="text-align: right;"> <input type="checkbox"/> Preliminary <input checked="" type="checkbox"/> Final DATE: May 7, 2021 LOAN NO: 30086 - 301011 Type of Loan: Conventional Loan Base Amount: «Loan_Amount_Formatted» Interest Rate: 0.00 % </p>												
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 25%;">Annual Percentage Rate</th> <th style="width: 25%;">Finance Charge</th> <th style="width: 25%;">Amount Financed</th> <th style="width: 25%;">Total of Payments</th> </tr> </thead> <tbody> <tr> <td>The cost of your credit at a yearly rate</td> <td>The dollar amount the credit will cost you</td> <td>The amount of credit provided to you on your behalf</td> <td>The amount you will have paid after all scheduled payments</td> </tr> <tr> <td>0.00 %</td> <td>\$0.00</td> <td>\$0,000.00</td> <td>\$0.00</td> </tr> </tbody> </table>		Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments	The cost of your credit at a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you on your behalf	The amount you will have paid after all scheduled payments	0.00 %	\$0.00	\$0,000.00	\$0.00
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Number of Payments	Amount of Payments	When Payments are Due											
12	\$0.00	and each month thereafter											
<p>DEMAND FEATURE: <input checked="" type="checkbox"/> This loan does not have a Demand Feature <input type="checkbox"/> This loan has a Demand Feature as follows:</p> <p>VARIABLE RATE FEATURE: <input type="checkbox"/> This Loan has a Variable Rate Feature. Variable Rate Disclosures have been provided to you earlier.</p> <p>SECURITY: You are giving a security interest in the property located at: .</p> <p>ASSUMPTION: Someone buying this property <input type="checkbox"/> cannot assume the remaining balance due under original mortgage terms <input checked="" type="checkbox"/> may assume, subject to lender's conditions, the remaining balance due under original mortgage terms.</p> <p>FILING/RECORDING FEES: \$0.00</p> <p>PROPERTY INSURANCE: <input checked="" type="checkbox"/> Property hazard insurance in the amount of with a mortgage clause to the lender is a required condition of this loan. Borrower may purchase this insurance from any insurance company acceptable to the lender. Hazard Insurance <input type="checkbox"/> is <input checked="" type="checkbox"/> is not available through the lender at an estimated cost of for a year term.</p> <p>LATE CHARGES: If your payment is more than days late, a late charge of will be assessed</p> <p>PREPAYMENT: You have the right to pay off the obligation early and you will not have to pay a penalty.</p> <p>See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.</p> <p>You are not required to complete this agreement merely because you have received these disclosures or signed a loan application.</p>													
<p>ACKNOWLEDGEMENT OF RECEIPT</p> <p>I/We acknowledge receipt of this Truth-in-Lending disclosure statement.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-top: 1px solid black; border-bottom: 1px solid black;">Borrower Name</td> <td style="width: 10%; border-top: 1px solid black; border-bottom: 1px solid black;">Date</td> <td style="width: 50%; border-top: 1px solid black; border-bottom: 1px solid black;"></td> <td style="width: 10%; border-top: 1px solid black; border-bottom: 1px solid black;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"></td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Date</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"></td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Date</td> </tr> </table>		Borrower Name	Date		Date		Date		Date				
Borrower Name	Date		Date										
	Date		Date										

PROMISSORY NOTE SECURED BY DEED OF TRUST

(\$amount)

Boise City, Idaho

(date)

FOR VALUE RECEIVED, THE UNDERSIGNED _____, with an address _____ (the "Borrower"), (if multiple add "jointly and severally") promise(s) to pay to the order of the CITY OF BOISE, a municipal corporation of Idaho by and through the Housing and Community Development Division of the Department of Planning and Development Services of said City (the "Lender"), the principal sum of (amount written out) (\$amount) ("Principal Amount") on the terms of this Promissory Note ("Note"). Borrower recognizes and acknowledges value received herein is funded by Lender's Community Development Block Grant Program (CDBG) and shall be used on eligible activities.

No Interest: There shall be no interest accrued on this promissory note ("Note").

Forgiveness Schedule: The amount of this Note is (amount written out) (\$amount). The Principal Amount of the Note shall be forgiven on an annual basis reducing the borrower's obligation under the Note secured by the Deed of Trust. Forgiveness shall begin on (date) and on (date) of each year thereafter until (date), at which time all Principal Amount shall be forgiven.

Expectation of Payment: The Borrower and Lender shall have no expectation of payment, unless and until an act of Default under this Note.

Prepayment: The Borrower reserves the right to prepay at any time all or any part of the principal amount of this Note without the payment of penalties or premiums. All payments on this Note shall be applied to the principal due on the note. All remaining sums on this Note shall be forgiven by the City in the event of the death of the Borrower.

Default: In the event that the Borrower shall default on its obligations under the terms of this Note or related Deed of Trust, the unforgiven principal amount of this Note, together with market rate interest and any fees incurred by the Lender in processing the Default shall become due and payable at the option of the Lender, without notice to the undersigned. Failure of the Lender to exercise such option shall not constitute a waiver of such default. The Borrower agrees that, upon default, the Lender or its assignee may at any time and without prior notice accelerate all amounts due under the Deed of Trust and Note, and/or require monthly payments on a pro rata basis determined by the remaining months of the Agreement, outstanding principal, and market rate interest to be assessed and/or increase the rate of interest charged on the loan evidenced by the Deed of Trust and Note to per annum and exercise any other remedy allowed by law, including foreclosure, for default on this Note or breach of the related Deed of Trust.

Acts of the Borrower constituting Default shall include, but are not limited to:

- a. Failure to maintain the real property subject to this Promissory Note and related Deed of Trust as a Primary Residence. The following shall be deemed conclusive evidence of breach of Primary Residency:
 1. Borrower fails to occupy the Property for a period in excess of one (1) month.
 2. All or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, or (c) a transfer by devise, descent or by operation of law upon the death of the joint tenant.
- b. The lease, rental, or other transfer of any kind or nature of the mortgaged property, or any part thereof, without the prior written consent of the Lender;

Deed of Trust: The Borrower's obligations under this Note are secured by a Deed of Trust entered into between the parties on (date). The Deed of Trust contains additional terms.

Acknowledgements: This Note is made and executed as part of the Borrowers' participation in the Home Improvement Program established by the City of Boise through the Housing and Community Development Division of the Department of Planning and Development Services of said City. As a result of the Program, the Borrower has received a forgivable loan from the Lender evidenced by this Note to enable the Borrower to preserve housing within the City. The Borrower acknowledges that the Borrower would not reasonably be able to obtain from any other sources a loan or loans on the same favorable terms as those granted under the Home Improvement Program.

Additional Conditions.

- a. Failure on the part of Lender to exercise any right granted herein or in the Deed of Trust shall not constitute a waiver of such right or preclude the subsequent exercise and enforcement thereof.
- b. If the obligations evidenced by this Note, or any part hereof, are placed in the hands of an attorney for collection, whether by suit or otherwise, at any time, or from time to time, Borrower shall be liable to Lender, in each instance, for all costs and expenses incurred in connection therewith.
- c. The Borrower shall be personally liable for all sums due to:
 - i. Failure to pay taxes and assessments prior to delinquency, or to pay charges for labor, materials or other charges which may create liens on any portion of the Property;
 - ii. The misapplication of proceeds of insurance covering any portion of the Property; or proceeds of the sale or condemnation of any portion of the Property;
 - iii. Causing or permitting waste to occur in, on or about the Property and failure to maintain the Property, excepting ordinary wear and tear.
- d. The captions set forth at the beginning of the various paragraphs of this Note are for convenience only and shall not be used to interpret or construe the provisions of this Note.

e. The provisions of this Note shall be governed by and construed in accordance with the laws of the State of Idaho and if controlling, by the laws of the United States and shall be binding upon Borrower and its assigns and shall inure to the benefit of Lender and its assigns.

DEMAND, protest and notice of demand and protest are hereby waived, and the undersigned hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

IN WITNESS WHEREOF, Borrower has executed this Note as of the day and year first above written.

Borrower(s) Signature(s):

Date: _____

Lender Signature (Authorized Representative):

Date: _____

DEED OF TRUST

THIS DEED OF TRUST is made this _____ day of _____, 20____ among the Grantor, {{{ApplicantInformation_FirstName}} } {{{ApplicantInformation_LastName}} } {{{ApplicantInformation_FirstNameCoApp}} } {{{ApplicantInformation_LastNameCoApp}} } (herein "Borrower"), Pioneer Title Company (herein "Trustee"), and the Beneficiary, CITY OF BOISE CITY, a municipal corporation of Idaho by and through the Housing & Community Development Division of the Department of Planning and Development Services of said City, a corporation organized and existing under the laws of the State of Idaho whose address is 150 N. Capitol Blvd. Boise, Idaho 83702 (herein "Lender").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, BORROWER hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of the Lender, under and subject to the terms and conditions hereinafter set forth, Borrower's fee interest in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Ada, State of Idaho:

which has the address of {{{Property_Address_Address_Full}} } (herein "Property Address")

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE to Lender the fulfillment of the forgiveness term or repayment of the indebtedness or as evidenced by Borrower's Promissory Note dated _____, 20____ (herein "Note"), in the principal sum of {{{amount}} } Dollars (\$no/100), with no interest thereon, without expectation of payment unless and until an act of default, with a forgiveness schedule providing for amortized annual reduction of the principal fully forgiven, if not sooner paid or affected by default, on _____; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, BORROWER AND LENDER HEREBY COVENANT AND AGREE:

1. **Payments:** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.
2. **Maintenance and Modification of the Property:** The Borrower agrees that at all times prior to full payment and performance of the obligations under the Note, the Borrower will, at the Borrower's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition. The Borrower shall not commit waste or permit impairment or deterioration of the Property. The Borrower will from time to time make or cause to be made all repairs, replacements and renewals necessary to maintain the Property in, at least, substantially the same valuable condition as the date of this Deed of Trust. The Lender has no responsibility in any of these matters or for the making of improvements or additions to the Property. Borrower agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Property and to take all other reasonable steps to forestall the assertion of claims of lien against the Property of any part thereof. Upon demand by Lender, Borrower shall make or cause to be made such demands or claims as Lender specifies upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Property. Borrower may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Property except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law, and as approved, in writing, by the Lender.
3. **Taxes, Other Governmental Charges, and Utility Charges:** Borrower shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company that are or may become a lien affecting the Property or any part thereof. With respect to taxes, special assessments or other similar governmental charges, Borrower shall pay such amount in full prior to the attachment of any lien therefore on any part of the Property. In the event that Borrower fails to pay any of the items required by this Section to be paid by Borrower, Lender may (but is under no

obligation to) pay the same, after the Lender has notified the Borrower of such failure to pay and the Borrower fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefore by Lender, together with interest thereon from the date of such advance at the maximum rate permitted by law, will become part of the obligations secured by this Deed of Trust and Note, and Borrower agrees to pay all such amounts.

4. **Extension and Forbearance:** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.
5. **Hazard Insurance:** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.
6. **Protection of Security Interest:** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent

domain, insolvency, code enforcement or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Any amounts disbursed by Lender pursuant to this paragraph, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

7. **Right to Inspect:** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
8. **Condemnation:** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.
9. **Program Participation and Primary Residency:** The Borrower covenants and agrees to reside at and occupy the Property as Borrower's primary residence. Failure of the Borrower to occupy the Property for a period in excess of one (1) month and/or the lease, rental, or other transfer of any kind or nature of the mortgaged property, or any part thereof, without the prior written consent of the Lender, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, or (c) a transfer by devise, descent or by operation of law upon the death of the joint tenant, shall be deemed conclusive evidence of Failure to maintain Primary Residency. Therefore, Lender may, at Lender's option, declare all sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if prior to any sale or transfer, Borrower has occupied the Property for the immediately preceding 12 consecutive months and the purchaser, under any such sale

has made application to the for qualification under the Boise City Affordable Housing Program which application has been accepted by the Lender.

10. **Acceleration and Remedies:** Upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney's fees. If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto. In the event of the death of the Borrower, all remaining sums on this Note shall be forgiven by the City and the City shall, as soon as reasonably practical, take all steps necessary to release its security interest in the property.
11. **Borrower's Right to Reinstate:** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained

in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred, (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 16 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

12. **Assigns:** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several.
13. **Proof of Claims:** In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Borrower, its creditors or its property, the Lender, to the extent permitted by law, will be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Lender allowed in such proceedings and for any additional amount that becomes due and payable by the Borrower hereunder after such date
14. **Captions:** The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.
15. **Governing Law:** This Deed of Trust shall be governed by the law of the jurisdiction of Idaho. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.
16. **Notices:** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
17. **Amendments:** This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Lender and Borrower.
18. **Statute of Limitations:** The pleading of any statute of limitation as a defense to any and all obligation secured by this Deed of Trust is hereby waived to the full extent permissible by law.
19. **Substitute Trustee:** Lender, at Lender's option, may from time to time remove Trustee and

appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

20. **Area and Location of Property:** Either the Property is not more than twenty acres in area or the Property is located within an incorporated city or village.

21. **Reconveyance:** Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. The Lender shall pay all fees associated with reconveyance.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

Borrower: _____

Lender: City of Boise City

Authorized Representative Name: _____

STATE OF IDAHO, __ADA__ County ss:

On this ___th day of _____, 20___, before me, a Notary Public in and for said county and state, personally appeared _____.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public residing at: _____

My Commission Expires: _____

Traditional & Refinance Loan Promissory Note

PROMISSORY NOTE SECURED BY DEED OF TRUST

(\$amount)

Boise City, Idaho

(date)

FOR VALUE RECEIVED, THE UNDERSIGNED _____, with an address _____ (the "Borrower"), (if multiple add "jointly and severally") promise(s) to pay to the order of the CITY OF BOISE, a municipal corporation of Idaho by and through the Housing and Community Development Division of the Department of Planning and Development Services of said City (the "Lender"), the principal sum of (amount written out) (\$amount) ("Principal Amount") on the terms of this Promissory Note ("Note"). Borrower recognizes and acknowledges value received herein is funded by Lender's Community Development Block Grant Program (CDBG) and shall be used on eligible activities.

Interest: Interest shall accrue on this promissory note ("Note") at a rate of XX% per annum.

Repayment Schedule: The Principal Amount of this Note is (amount written out) (\$amount). The Principal Amount of the Note shall be repaid in equal parts on monthly basis pursuant to the terms of this Note secured by the Deed of Trust. Payments of \$XX.XX shall begin on (date) and on the xx of each month thereafter until (date), or upon fulfillment of the full obligation under this Note. Regardless of amount, all unpaid principal and accrued interest thereon shall be fully due and payable by (date) in lawful money of the United States at the principal office of the Lender, or at such other place as shall be designated by the Lender.

Prepayment: The Borrower reserves the right to prepay at any time all or any part of the principal amount of this Note without the payment of penalties or premiums. All payments on this Note shall be applied first to late charges, if any, then to interest due on the Note, and the remaining balance shall be applied to the principal due on the note.

Late Fees: The Borrower shall pay to the Lender a Late fee of four (4) percent of any monthly installment not received by the Note holder within 15 days after the installment is due. If this Note is reduced to judgment, such judgment should bear the statutory interest rate on judgments, but not to exceed 15 percent per annum.

Default: In the event that the Borrower shall default on its obligations under the terms of this Note or related Deed of Trust, the unpaid principal amount of this Note, together with accrued interest and late charges shall become due and payable at the option of the Lender, without notice to the undersigned, Failure of the Lender to exercise such option shall not constitute a waiver of such default. The Borrower agrees that the Lender or its assignee may at any time and without prior notice accelerate all payments due under the Deed of Trust and Note and/or increase the rate of interest charged on the loan evidenced by the Deed of Trust and Note to **0.6 per annum and exercise any other remedy allowed by law, including foreclosure, for default

on this Note or breach of the related Deed of Trust. No default shall exist by reason of nonpayment of any required installment of principal and interest so long as the amount of optional prepayments already made pursuant hereto equals or exceeds the amount of the required installments.

Acts of the Borrower constituting Default shall include, but are not limited to:

- a. Failure to pay the interest or principal amount of this Note in accordance with the Repayment schedule.
- b. Failure to maintain the real property subject to this Promissory Note and related Deed of Trust as a Primary Residence. The following shall be deemed conclusive evidence of breach of Primary Residency;
 1. Borrower fails to occupy the Property for a period in excess of one (1) month.
 2. All or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, or (c) a transfer by devise, descent or by operation of law upon the death of the joint tenant.
- c. The lease, rental, or other transfer of any kind or nature of the mortgaged property, or any part thereof, without the prior written consent of the Lender;

The death of the Borrower shall not constitute a breach of this agreement due to failure to maintain primary residency for 120 days following the date of the Borrower's death. If the successor in interest to the property establishes Primary Residency within 120 days, the Borrower's Primary Residency obligation will be deemed to be fulfilled, subject to continued compliance by the successor in interest to the property. Failure of the successor in interest to establish Primary Residency, as defined by this Note and related Deed of Trust, within 120 days of the death of the Borrower shall constitute a Default of the Borrower's obligation under this Note giving rise to any remedies for the City outlined herein and/or the related Deed of Trust.

Deed of Trust: The Borrower's obligations under this Note are secured by a Deed of Trust entered into between the parties on (date). The Deed of Trust contains additional terms.

Acknowledgements: This Note is made and executed as part of the Borrowers' participation in the Home Improvement Program established by the City of Boise through the Housing and Community Development Division of the Department of Planning and Development Services of said City. As a result of the Program, the Borrower has received a from the Lender evidenced by this Note to enable the Borrower to preserve housing within the City. The Borrower acknowledges that the Borrower would not reasonably be able to obtain from any other sources a loan or loans on the same favorable terms as those granted under the Home Improvement Program.

Additional Conditions.

a. Failure on the part of Lender to exercise any right granted herein or in the Deed of Trust shall not constitute a waiver of such right or preclude the subsequent exercise and enforcement thereof.

b. If the obligations evidenced by this Note, or any part hereof, are placed in the hands of an attorney for collection, whether by suit or otherwise, at any time, or from time to time, Borrower shall be liable to Lender, in each instance, for all costs and expenses incurred in connection therewith.

c. The Borrower shall be personally liable for all sums due to:

i. Failure to pay taxes and assessments prior to delinquency, or to pay charges for labor, materials or other charges which may create liens on any portion of the Property;

ii. The misapplication of proceeds of insurance covering any portion of the Property; or proceeds of the sale or condemnation of any portion of the Property;

iii. Causing or permitting waste to occur in, on or about the Property and failure to maintain the Property, excepting ordinary wear and tear.

d. The captions set forth at the beginning of the various paragraphs of this Note are for convenience only and shall not be used to interpret or construe the provisions of this Note.

e. The provisions of this Note shall be governed by and construed in accordance with the laws of the State of Idaho and if controlling, by the laws of the United States and shall be binding upon Borrower, its heirs, personal representatives, successors and assigns and shall inure to the benefit of Lender, its successors and assigns.

DEMAND, protest and notice of demand and protest are hereby waived, and the undersigned hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

IN WITNESS WHEREOF, Borrower has executed this Note as of the day and year first above written.

Borrower(s) Signature(s):

Date: _____

Lender Signature (Authorized Representative):

Date: _____

DEED OF TRUST

THIS DEED OF TRUST is made this _____ day of _____, 20____ among the Grantor, {{{ApplicantInformation FirstName}} {{{ApplicantInformation LastName}} {{{ApplicantInformation FirstNameCoApp}} {{{ApplicantInformation LastNameCoApp}}} , (herein "Borrower"), Pioneer Title Company (herein "Trustee"), and the Beneficiary, CITY OF BOISE CITY, a municipal corporation of Idaho by and through the Housing & Community Development Division of the Department of Planning and Development Services of said City, a corporation organized and existing under the laws of the State of Idaho whose address is 150 N. Capitol Blvd. Boise, Idaho 83702 (herein "Lender").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, BORROWER hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of the Lender, under and subject to the terms and conditions hereinafter set forth, Borrower's fee interest in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Ada , State of Idaho:

which has the address of {{{Property Address Address Full}}} (herein "Property Address")

(Property Address – Street, City, State, Zip)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's Promissory Note dated _____, 20____ (herein "Note"), in the principal sum of (\$ no/100-- Dollars , with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on _____;

the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 5 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, BORROWER AND LENDER HEREBY COVENANT AND AGREE:

1. **Payments:** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.
2. **Funds for Taxes and Insurance:** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust. If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes,

assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof. Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. **Maintenance and Modification of the Property:** The Borrower agrees that at all times prior to full payment and performance of the obligations under the Note, the Borrower will, at the Borrower's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition. The Borrower shall not commit waste or permit impairment or deterioration of the Property. The Borrower will from time to time make or cause to be made all repairs, replacements and renewals necessary and property to maintain the Property in, at least, substantially the same valuable condition as the date of this Deed of Trust. The Lender has no responsibility in any of these matters or for the making of improvements or additions to the Property. Borrower agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Property and to take all other reasonable steps to forestall the assertion of claims of lien against the Property of any part thereof. Upon demand by Lender, Borrower shall make or cause to be made such demands or claims as Lender specifies upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Property. Borrower may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Property except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law, and as approved, in writing, by the Lender.
4. **Taxes, Other Governmental Charges, and Utility Charges:** Borrower shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company that are or may become a lien affecting the Property or any part thereof. With respect to taxes, special assessments or other similar governmental charges, Borrower shall pay such amount in full prior to the attachment of any lien therefore on any part of the Property. In the event that Borrower fails to pay any of the items required by this Section to be paid by Borrower, Lender may (but is under no obligation to) pay the same, after the Lender has notified the Borrower of such failure to pay and the Borrower fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefore by Lender, together with interest thereon from the date of such advance at the maximum rate permitted by law, will become

part of the obligations secured by this Deed of Trust and Note, and Borrower agrees to pay all such amounts.

5. **Future Advances:** Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.
6. **Extension and Forbearance:** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.
7. **Hazard Insurance:** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.
8. **Protection of Security Interest:** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent

domain, insolvency, code enforcement~ or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Any amounts disbursed by Lender pursuant to this paragraph, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

9. **Right to Inspect:** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
10. **Condemnation:** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing~ there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.
11. **Program Participation and Primary Residency:** The Borrower covenants and agrees to reside at and occupy the Property as Borrower's primary residence. Failure of the Borrower to occupy the Property for a period in excess of one (1) month and/or if the Borrower transfers or sells all or any part of the Property or an interest therein without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, or (c) a transfer by devise, descent or by operation of law upon the death of the joint tenant, shall be deemed conclusive evidence of Failure to maintain Primary Residency in breach of this Deed of Trust and related Promissory Note. In the event of the death of the Borrower, the Borrower's successor in interest to the property shall have 120 days to establish Primary Residency at the Property, as defined by this Deed of Trust and related Promissory Note. Failure to establish Primary Residency by the Borrower's successor in

interest within 120 days of the death of the Borrower shall be deemed conclusive evidence of failure to maintain Primary Residency in breach of this Deed of Trust and related Promissory Note. Therefore, Lender may, at Lender's option declare all sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if prior to any sale or transfer, Borrower has occupied the Property for the immediately preceding 12 consecutive months and the purchaser, under any such sale has made application to the for qualification under the Boise City Affordable Housing Program which application has been accepted by the Lender.

12. **Acceleration and Remedies:** Upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney's fees. If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto. In the event of the death of the Borrower, the Borrower's successor in interest to

the property shall have 120 days to establish Primary Residency at the Property, as defined by this Deed of Trust and related Promissory Note, before the City may take any action or remedy against the Property under this section.

13. **Borrower's Right to Reinstate:** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred, (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 16 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
14. **Successors and Assigns:** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, provided however, that any successor to the Borrower shall have 120 days from the date of the Borrower's death to establish Primary Residency as defined by this Deed of Trust and related Promissory Note. All covenants and agreements of Borrower shall be joint and several.
15. **Proof of Claims:** In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Borrower, its creditors or its property, the Lender, to the extent permitted by law, will be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Lender allowed in such proceedings and for any additional amount that becomes due and payable by the Borrower hereunder after such date
16. **Captions:** The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.
17. **Governing Law:** This Deed of Trust shall be governed by the law of the jurisdiction of Idaho. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.
18. **Notices:** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any

notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

19. **Amendments:** This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Lender and Borrower.
20. **Statute of Limitations:** The pleading of any statute of limitation as a defense to any and all obligation secured by this Deed of Trust is hereby waived to the full extent permissible by law.
21. **Substitute Trustee:** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.
22. **Area and Location of Property:** Either the Property is not more than twenty acres in area or the Property is located within an incorporated city or village.
23. **Reconveyance:** Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. The Borrower shall pay all fees associated with reconveyance.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

Lender: City of Boise City

[Redacted signature line]

[Redacted signature line]

Borrower:

(Add Notary for the Borrower)

C: MODIFICATION/SUBORDINATION REQUEST PACKET



PLANNING AND DEVELOPMENT SERVICES CITY OF BOISE HOUSING AND COMMUNITY DEVELOPMENT

BORROWER'S REQUEST FOR LOAN MODIFICATION/SUBORDINATION

Documents Needed:

- Explanation letter (detail why the subordination or modification is being requested)
- Modification worksheet
- Assets and liabilities worksheet
- Income and expense worksheet
- Copy of current mortgage statement
- Copy of last three months' pay stubs for each borrower (or if self-employed last two years of tax return with Schedule C)
- Copy of last two months of bank statements

Review, complete, and return all the following forms to the City of Boise's Housing and Community Development Division, located at 150 N. Capitol Boulevard, 2nd Floor or mail to PO Box 500, Boise, Idaho 83701-0500. If there is additional information needed, the City of Boise will contact you directly. Missing information will result in a delayed processing of the request.

All requests will be considered by the Loan Committee, which has sole and absolute discretion to approve or deny such requests.

Borrower(s) requesting loan subordination will be responsible for any costs incurred, including appraisal, recording and any other fees deemed necessary by the City to complete the transaction.

This document can be provided in a format accessible to persons with limited access, disabilities and/or persons with limited English proficiency upon request. The City of Boise prohibits discrimination on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity/expression, familial status, disability or age.

We are an Equal Opportunity Lender



BOISE CITY HALL: ATTN: Housing and Community Development | 150 N. Capitol Boulevard | MAIL: P.O. Box 500, Boise, Idaho 83701-0500
P: 208-570-6830 | F: 208-384-4195 | TDD/TTY: 800-377-3529



Upon request, this document will be provided in a format that is accessible to persons with disabilities and/or persons with limited-English proficiency. The City of Boise prohibits discrimination in housing on the basis of race, color, sex, sexual orientation, gender identity/expression, national origin, religion, familial status, disability and age.

CITYOFBOISE.ORG/HCD

MODIFICATION WORKSHEET

Loan Number: _____

Type of Loan (circle one): **Homeownership** | **Rehabilitation**

Borrower Information:

Borrower Name: _____

Co-Borrower Name: _____

Property Address: _____

Mailing Address (if different from property): _____

City/State/Zip Code: _____

Home/Cell Phone (best contact number): _____

Email Address: _____

Employment Information: (if applicable)

Borrower Employer: _____

Position: _____

Co-Borrower Employer: _____

Position: _____

If Self Employed:

Name of the Business: _____

Address of the Business: _____

Type/Industry: _____

- Please check all statements that apply:
- I live in the house
 - I do not live in the house
 - I am renting the house
 - I claim the homeowners tax exemption



INCOME

Household Income	Primary Homeowner		Additional Occupants*/Combined Total	
	Monthly Gross	Monthly Net	Monthly Gross	Monthly Net
Employment Income	\$	\$	\$	\$
Social Security/ Disability	\$	\$	\$	\$
Net income from business or assets	\$	\$	\$	\$
Unemployment	\$	\$	\$	\$
Child support/ Alimony	\$	\$	\$	\$
Other	\$	\$	\$	\$
Total	\$	\$	\$	\$

Gross is the amount before taxes and other deductions; Net is the amount taken home after all taxes and deductions

* Income of occupants 18 years of age or older, unless emancipated minor

Income Frequency: (please check one)

Primary Homeowner:

How often do you receive the majority of your income?

Example: If you receive \$2,000 from an employer; \$500 from rental income, and \$500 in alimony; report the frequency on the \$2,000.

<input type="checkbox"/> Weekly	<input type="checkbox"/> Bi-Weekly	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Annually
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Additional Occupants:

How often do you receive the majority of your income?

Example: If you receive \$500 from an employer; \$1,500 from rental income, and \$300 in alimony; report the frequency on the \$1,500.

<input type="checkbox"/> Weekly	<input type="checkbox"/> Bi-Weekly	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Annually
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Current Employment Status: (please check one)

Primary Homeowner:

<input type="checkbox"/> Full Time	<input type="checkbox"/> Part Time	<input type="checkbox"/> Unemployed	<input type="checkbox"/> Self Employed	<input type="checkbox"/> Retired
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Additional Occupants:

<input type="checkbox"/> Full Time	<input type="checkbox"/> Part Time	<input type="checkbox"/> Unemployed	<input type="checkbox"/> Self Employed	<input type="checkbox"/> Retired
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Debt Status: (please check all that apply)

<input type="checkbox"/> My debt has stayed the same	<input type="checkbox"/> I have increased the amount of credit card since I got the loan	<input type="checkbox"/> I have opened other lines of credit since I got the loan (not credit cards)	<input type="checkbox"/> I have purchased other vehicles since I got the loan	<input type="checkbox"/> I have had increased medical debts
--	--	--	---	---



ASSETS/LIABILITIES

Description	Estimated Value
Deposit Account - Checking	\$
Deposit Account - Savings	\$
Stocks/ Bonds/ CD's	\$
Other (please specify)	

Retirement (401K or 457) or pension funds, college savings (529) accounts, real estate, stock options, and vehicles are not considered liquid assets.

EXPENSES

Expenses	Monthly Payment	Balance Due	Current on Payment (Yes/No)
Alimony / Child Support	\$	\$	
Child Care / Elder Care	\$	\$	
Other Mortgages	\$	\$	
Education (tuition)	\$	\$	
Medical / Dental (payment)	\$	\$	
Auto Insurance	\$	\$	
Life Insurance	\$	\$	
Medications (monthly amount)	\$	\$	
Cable	\$	\$	
Internet	\$	\$	
Gas	\$	\$	
HOA Dues	\$	\$	
Telephone/ Cell / Internet	\$	\$	
Water / Sewage / Garbage	\$	\$	
Other Expenses	\$	\$	
	\$	\$	
	\$	\$	
Debt			
Automobile Loan	\$	\$	
Credit cards (list each one below)	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
Education Loan Repayment	\$	\$	
Other Installment Loans	\$	\$	
Mortgage Payment	\$	\$	
Second and HELOC Mortgage Payment	\$	\$	
Property Taxes and Insurance (if not in mortgage)	\$	\$	
Other Debt	\$	\$	
	\$	\$	
	\$	\$	



EXPENSES (CONTINUED)

Total Expenses / Debt: \$ _____
Total Balance Due on Expenses / Debt: \$ _____
Total Monthly Net Income: \$ _____
Total Monthly Expenses (subtract): \$ _____
Total Monthly Surplus (Income-Expenses): \$ _____
Upfront Funds Available in Cash: \$ _____

I certify that the information I have provided in all documents is true and correct to the best of my knowledge.

Borrower:

Signature

Date

Name (please print)

Co-Borrower:

Signature

Date

Name (please print)



D: AUTHORIZATION LETTERS

Application & Financial Privacy Authorization

Authorization

The borrower(s) certify that all information in this application and all information furnished in support of this application is true and complete to the best of the borrower(s) knowledge and belief. I understand that providing misinformation, misrepresenting information, and/or intentionally omitting information, may result in the denial of my application. By signing this document the borrower(s) authorize the City of Boise's Housing and Community Development Division or its assignee to obtain a Credit Report through an authorized credit reporting bureau available in accordance with the "Right to Financial Privacy Act", a copy of which is included in this application must be signed.

Both applicants must sign this application in order to be processed.

Applicant Date

Co-Applicant Date

Privacy Notice to Applicants

Note: This document must be signed and returned in order to continue the processing of this application.

This is notice to you as required by the Right to Financial Privacy Act of 1978 that the City of Boise has a right of access to financial records held by any financial institution in connection with the consideration or administration of the Housing and Community Development Loan Programs for which you have applied. Financial records involving your transactions will be available to the City of Boise during the term of the loan and three years thereafter without further notice or authorization; but will not be disclosed or released to another Government agency or department without your consent, except as required or permitted by law.

I/We have read this notice and understand our rights.

Applicant

Co-Applicant

SCORE(S) DISCLOSURE

NOTICE TO HOME LOAN APPLICANT

In connection with your application for a home loan, the lender must disclose to you the score that a consumer reporting agency (credit bureau) distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer generated summary calculated at the time of the request and based on information a consumer reporting agency (credit bureau) or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the consumer reporting agency (credit bureau) at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The consumer reporting agency (credit bureau) plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have questions concerning the terms of the loan, contact the lender

****The credit reporting agency (CRA) is allowed to charge a reasonable fee for this disclosure****

EQUIFAX	PO BOX 740241, ATLANTA, GA 30374	(800) 685-1111
EXPERIAN	PO BOX 2002, ALLEN, TX 75013	(888) 397-3742
TRANSUNION	2 BALDWIN PLACE, P.O. BOX 1000, CHESTER, PA 19016	(800) 888-4213

I have received a copy of this disclosure as required by Federal Law and understand my rights regarding my credit scores

Borrower

Date

Appraisal Authorization



PLANNING AND DEVELOPMENT SERVICES CITY OF BOISE HOUSING AND COMMUNITY DEVELOPMENT

HOMEOWNER: _____

ADDRESS: _____

I have this day authorized the City of Boise's Housing & Community Development Division to order an appraisal on the property at _____ in connection with my/our application for a Home Improvement loan. An appraisal is only required if my loan is for \$15,000 or more and/or if the equity in my home is in question.

I understand that if for any reason the application for the loan is canceled after the appraisal is ordered, I/we are responsible for the payment of the appraisal fee and the appraiser will be instructed to bill us directly for collection of this debt.

The appraiser will be TBD.

The cost of the appraisal will not exceed \$450.00 for a single-family residence, or the designated amount for a duplex or larger units which will be quoted by appraiser.

HOMEOWNER DATE

HOMEOWNER DATE

BOISE CITY HALL: ATTN: Housing and Community Development | 150 N. Capitol Boulevard | MAIL: P.O. Box 500, Boise, Idaho 83701-0500
P: 208-570-6830 | F: 208-384-4195 | TDD/TTY: 800-377-3529



Upon request, this document will be provided in a format that is accessible to persons with disabilities and/or persons with limited-English proficiency. The City of Boise prohibits discrimination in housing on the basis of race, color, sex, sexual orientation, gender identity/expression, national origin, religion, familial status, disability and age.

CITYOFBOISE.ORG/HCD

Lead Risk Assessment Authorization



PLANNING AND DEVELOPMENT SERVICES
CITY OF BOISE HOUSING AND COMMUNITY DEVELOPMENT

HOMEOWNER: _____

ADDRESS: _____

I/We have this day authorized the City of Boise's Housing & Community Development Division to order a Lead Risk Assessment on my/our property located at _____ in connection with the application for a Home Improvement loan. A Lead Risk Assessment is required if my home was built prior to 1978.

The cost of the Lead Risk Assessment will be covered by the City of Boise and conducted by City of Boise certified staff or their designee.

HOMEOWNER DATE

HOMEOWNER DATE

BOISE CITY HALL: ATTN: Housing and Community Development | 150 N. Capitol Boulevard | MAIL: P.O. Box 500, Boise, Idaho 83701-0500
P: 208-570-6830 | F: 208-384-4195 | TDD/TTY: 800-377-3529



Upon request, this document will be provided in a format that is accessible to persons with disabilities and/or persons with limited-English proficiency. The City of Boise prohibits discrimination in housing on the basis of race, color, sex, sexual orientation, gender identity/expression, national origin, religion, familial status, disability and age.

CITYOFBOISE.ORG/HCD

Receipt of Lead Hazard Brochure

SAMPLE PRE-RENOVATION FORM

This sample form may be used by renovation firms to document compliance with the Federal pre-renovation education and renovation, repair, and painting regulations.

Occupant Confirmation

Pamphlet Receipt

- I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

Printed Name of Owner-occupant

Signature of Owner-occupant

Signature Date

Renovator's Self Certification Option (for tenant-occupied dwellings only)

Instructions to Renovator: If the lead hazard information pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below.

- Declined** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the occupant declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.
- Unavailable for signature** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door or by (fill in how pamphlet was left).

Printed Name of Person Certifying Delivery

Attempted Delivery Date

Signature of Person Certifying Lead Pamphlet Delivery

Unit Address

E: Housing Inspection Form



CITY of BOISE

150 N. Capitol Blvd.
Boise, Idaho 83702

ADDRESS _____

INSPECTOR _____

DATE OF INSPECTION _____

- 1 ___ The sidewalk/steps/driveway must be replaced.
- 2 ___ Remove trees/roots/shrubs which are affecting the foundation/siding/roof.
- 3 ___ Repair/replace the accessory building roof/siding/flashings.
- 4 ___ Remove the _____ which is in violation of zoning requirements, or obtain zoning approval.
- 5 ___ Remove/trim/replace shrubs/trees/fencing in clear vision triangle.
- 6 ___ Provide _____ approved foundation vents to allow cross ventilation.
- 7 ___ Replace missing mortar in stone foundation.
- 8 ___ Provide proof of ground and wood treatment for insect control.
- 9 ___ Provide 8" projection above earth for all wood posts and columns/siding/porches/under floor areas.
- 10 ___ Provide adequate support for floor system.
- 11 ___ Remove all trash from crawlspace/attic.
- 12 ___ Provide unobstructed 18" x 24" access to under-floor crawlspace/attic.
- 13 ___ Repair/replace footing and foundation.
- 14 ___ Provide 18" clearance under floor joists.
- 15 ___ Provide 12" clearance under girder beams.
- 16 ___ Provide a waterproof seal for the basement foundation wall.
- 17 ___ Provide 6" of exposed foundation around the perimeter of the house.
- 18 ___ Scrape, prime, and paint exterior of house including fascia, soffit, window trim and main body.
- 19 ___ Repair/replace all broken glass/loose glazing throughout house.
- 20 ___ Replace deteriorated fascia, trim, soffit, stucco, siding.
- 21 ___ Repair/replace roof covering.
- 22 ___ Remove _____ layers of existing roof cover and provide solid sheathing to accept new roof covering.
- 23 ___ Provide _____ roof/gable/eave vents to allow for 1/300 attic ventilation.
- 24 ___ Repair/replace chimney top cap/brick.
- 25 ___ Repair/replace rain cap on vents.
- 26 ___ Provide purlin and strut support for roof rafters.
- 27 ___ Replace/repair/restore garage separation wall/ceiling/door.
- 28 ___ Repair deteriorated, cracked, mildewed walls/ceilings throughout house.
- 29 ___ Provide and install a battery powered smoke detector as per manufacturer's instructions.
- 30 ___ Install 5/8" sheetrock to enclose usable space under stairways.
- 31 ___ Repair/replace the _____ stairway rise and run.
- 32 ___ Repair/replace the subfloor and damaged floor joists in the _____ area.
- 33 ___ Remove floor cover, repair subfloor/replace floor cover in the kitchen/bath _____.
- 34 ___ Repair/replace the countertop in the kitchen/bath/utility _____.
- 35 ___ Provide a waterproof surface around the shower area to a height of 70" over the drain.
- 36 ___ Provide a 4" back splash on the kitchen/bath sinks _____.
- 37 ___ Provide an approved bath fan connected directly to the outside.
- 38 ___ Provide a vent from the _____ connected directly to the outside.
- 39 ___ Provide 36" high guardrail with an ornamental pattern such that a 6" sphere cannot pass through _____.
- 40 ___ Provide a handrail on each stairway with more than three risers. The handrail shall be 32" from the nose of the tread. It shall be continuous and the ends shall be returned or terminate in a safety newell. The handrail must have an approved handgrip design.
- 41 ___ Provide an emergency exit from the sleeping room in the basement/first/_____ floor. The exit must be openable from the inside to provide a full clear opening without the use of separate tools. All emergency exit windows from sleeping rooms shall have a minimum net clear opening of 5.7 square feet. The opening must be 20 inches wide by 24 inches high. The window must have a finished sill height no more than 44" above the floor.
- 42 ___ Provide a 36" wide x 48" long x 60" deep area well for the basement egress window to meet inspector approval.
- 43 ___ Repair or replace the service, panelboard, and subpanels to conform to the National Electric Code and Boise City Electrical Code.
- 44 ___ Provide a covered junction box for all open splices/switches/outlets.
- 45 ___ Provide a junction box for _____.
- 46 ___ Provide additional outlets to conform to the National Electric Code and Boise City Codes to eliminate the use of extension/zip cord.
- 47 ___ Replace the interior type fixtures/wiring used on the exterior with an approved type.
- 48 ___ Provide flex conduit or other approved protection for the exposed wiring located _____.
- 49 ___ Rewire _____ to conform to approved wiring methods.
- 50 ___ Provide an outlet secured to the wall for the range _____.
- 51 ___ Rewire/repair loose boxes/wiring/conduit located _____.
- 52 ___ Provide a ground fault interrupter in the circuit to the bath/kitchen/exterior.
- 53 ___ Provide a wired in light and outlet for the maintenance of equipment in the crawlspace.
- 54 ___ Provide a manual electrical cut-off at the furnace fan.
- 55 ___ Provide a nonconductive link for the pullchain light switch.
- 56 ___ Remove bell transformer from attic.
- 57 ___ Repair/replace knob and tube wiring in the _____.
- 58 ___ Repair/replace the kitchen/bath _____ drain line trap.
- 59 ___ Provide a drain/waste line vent to conform to the Uniform Plumbing Code.
- 60 ___ Clean/repair/replace drain/sewer lines.
- 61 ___ Repair/replace leaking/deteriorated faucets in the kitchen/bath _____.
- 62 ___ Provide an accessible main water shut-off valve.
- 63 ___ Provide an approved, listed, adequately sized pressure relief valve on the hot water heater.
- 64 ___ Provide a drain for the pressure relief valve. The drain, not smaller than the relief valve outlet shall be of galvanized steel, or hard drawn copper piping and fittings and shall extend from the valve to the outside of the building with the end of the pipe not more than two feet nor less than six inches above the ground and pointing downwards.
- 65 ___ Repair/replace the deteriorated hot water heater.
- 66 ___ Provide 18" clearance from the garage floor to the bottom of all spark producing appliances.
- 67 ___ Remove and replace the broken/detached toilet/sink, tub/shower.
- 68 ___ Replumb water supply lines with an approved type piping.
- 69 ___ Provide proof of connection to city water/sewer service.
- 70 ___ Reconnect/clean heat ducts.
- 71 ___ Repair/replace missing mortar inside fireplace fire box.
- 72 ___ Clean chimney/provide inspection/final approval for the wood stove/insert.
- 73 ___ Provide an approved hearth for the wood stove/insert.
- 74 ___ Provide proof of operation/service for the furnace/heating system.
- 75 ___ Repair/replace the chimney pipe/dampers for the furnace.
- 76 ___ Provide source of outside combustion air for the furnace/fireplace.
- 77 ___ Provide enclosure for the furnace in the bedroom to provide combustion air source other than the bedroom.
- 78 ___ Provide a heating system capable of maintaining 70 degrees three feet above the floor throughout the house.
- 79 ___ NOTES: _____
- 80 ___ _____
- 81 ___ _____
- 82 ___ _____
- 83 ___ Obtain a permit, inspection and approval from the:
- 84 ___ Electrical Division _____ PERMIT NUMBER _____
- 85 ___ Plumbing Division _____ PERMIT NUMBER _____
- 86 ___ Heating Division _____ PERMIT NUMBER _____
- 87 ___ Structural Division _____ PERMIT NUMBER _____
- ADDITIONAL Items for VA/FHA/IHA Only**
- 88 ___ Provide 4 mil visqueen ground cover throughout crawl space.
- 89 ___ Provide R-30 attic insulation — FHA only.

F: CONSTRUCTION SPECIFICATIONS

Applicable Laws and Regulations

The City of Boise Home Improvement program intends to rehabilitate homes in compliance with the following statutory and regulatory requirements:

- International Residential Code: Currently adopted version
- International Existing Structures Code: Currently adopted version
- HUD Lead-Based Paint Regulation (24 CFR Part 35)
- HUD Guidelines for the Evaluation and Control of Lead Based Paint Hazards.
- Current Energy Code
- Accessibility: ANSI standards for handicapped accessibility (28 CFR Parts 35, 36)
- Community Development Block Grant (CDBG) Regulation (24 CFR Part 570) when funded with CDBG
- Environmental Review (24 CFR Part 58)
- City of Boise Home Improvement Policies and Procedures

General Specifications

The following general specifications shall be followed on work to be financed entirely or in part by federal funds through the Home Improvement program. All work must meet or exceed Boise City Building Code standards.

Conflicts in interpretation of construction work to be performed by the General and Specific Specifications contained herein shall be dealt with by the City's Housing & Community Development Division (HCD) Housing Rehab Coordinator and/or the HCD Operations or Division Senior Manager. The Housing Rehab Coordinator must approve any deviation in these specifications before the bids are submitted, to ensure that all contractors are bidding under the same conditions. This does not preclude the right of the HCD staff, upon the consent of the Division Manager, to make changes to these specifications.

HCD shall issue copies of said changed specifications to the contractors. Cost adjustments must be approved by the Housing Rehab Coordinator to reflect appropriate Specification Changes before performance of work, to ensure payment.

Trade Names

Trade names may be used only to set a standard and it will be followed by "or written approved equal". If Trade Names are used in the basic specifications to establish a guide as to the quality and type of materials required, the contractor must be able to prove to the Housing Rehab Coordinator's satisfaction that alternate materials are equal to the trade name prior to installation, or contractor shall be required to replace unapproved alternate materials at the contractor's expense.

The proof of equality of any material to trade name shall be the responsibility of the contractor. The Housing Rehab Coordinator reserves the right to reject any product which, in his/her opinion, is not equal to the trade name either in its composition, quality, or its ability to withstand weathering, aging, deterioration, traffic, wear, tear,

circumstances of application, etc. The term “or written approved equal” in these specifications means an item which is pre-approved by the Housing Rehab Coordinator.

Materials and Workmanship

Materials used and installed shall in all cases be new or in like-new condition (determined by the Housing Rehab Coordinator) and of the best quality as specified. At a minimum, materials shall be of such grade and quality to meet the current City code.

All work shall be completed in a workmanlike manner. Workmanlike definition is: “as characterized by the skill and efficiency typical of a good workman.” The Housing Rehab Coordinator verifies if the contractor, subcontractor, and others have the skill and efficiency required to complete a project.

Repairs

If the removal of all defective materials is called for, the contractor must remove all damaged, loose, or rotten parts in area described in the work description. The specifications will then call for installing new parts of a certain grade, type, design, and dimension. All repair work shall be completed in a workmanship manner.

Accessibility

The use of federal funds in housing programs requires that the City of Boise must comply with Section 504 of the Rehabilitation Act of 1973 and its implementing regulations (24 CFR Part 8), and the Americans with Disabilities Act (ADA) and its implementing regulations (28 CFR Parts 35, 36), which include both physical and program accessibility requirements. HCD completes a Section 504 Self-Evaluation annually to ensure the programs, services, and housing that it manages are accessible to persons with disabilities. All Home Improvement Program materials can be translated into other languages upon request and HCD staff can be contacted through the Idaho Relay and toll-free TYY/ text to speech numbers, as well as through LanguageLine Solutions if interpretation or translation is desired/required.

The following website www.access-board.gov/ufas/ufas-html/ufas.htm (Uniform Federal Accessibility Standards (UFAS)) provides compliance requirements for Section 504 of the Rehabilitation Act of 1973. The Handicap Accessibility Checklist at Appendix “C” is for Home Improvement projects.

NOTE: All work performed on pre 1978 residential properties that will disturb (any) painted surface, will be done in compliance with Federal, State and/or Local Lead Based Paint Rules and Regulations. All Federal Funded projects will be in compliance with HUD's Lead Safe Housing Rule. All Non-Federal funded projects will be in compliance with EPA's RRP Rule.

G: CONSTRUCTION CONTRACT TEMPLATE & NOTICE TO PROCEED

Construction Contract

AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGREEMENT made this day of MONTH, 202 between the Owner(s): NAME _____ and the Contractor: CONTRACTOR BUSINESS NAME _____

PROJECT: To rehabilitate property located at ADDRESS _____, Boise, Idaho, ZIP CODE _____ in accordance with this agreement and Contract Documents: Bid Proposal, Drawing, General Conditions

LOAN PROGRAM: Owner(s) is financing this Project with the proceeds of a loan made available through the following Home Improvement Loan Program.

The Owner and Contractor agree as follows:

ARTICLE I

The Contract Documents

The Contract Documents consists of this Agreement, the General Conditions of the Contract for Construction under and Community Development Loan Programs, the Bid Proposal and General Instructions, the Work write-up and Specifications and drawings, if any. These form the Contract and all are as fully a part of the Contract as if attached to the Agreement or repeated herein.

ARTICLE II

The Contractor shall perform all the work required by the Contract Documents for: repair, replace, and install new XXXX per bid specifications.

ARTICLE III

Time of Completion

The work to be performed under this Contract shall be commenced within fifteen (15) working days after receipt of Notice to Proceed and shall be completed by 30 working days thereafter. Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the owner. Such damages are, and will continue to be the responsibility of the Contractor. For each consecutive working day in excess of the time specified for completion of the work the Contractor shall have withheld from moneys due, the sum of \$25.00 per day, unless otherwise agreed to in writing. All monies withheld will be applied to the owner's principal balance of loan, if not needed to complete project.

ARTICLE IV

Contract Sum

The Owner(s) shall pay the Contractor for the performance of the work, subject to additions and Deductions by change order, as provided in the Conditions of the Contract, in current funds, the Contract sum of \$ AMOUNT SPELLED OUT & 00/100-- DOLLARS (\$XXXX.00)

ARTICLE V

Lead Based Paint Requirements

If marked, this agreement contains orders for treatment and abatement of lead based paint, which must be performed in accordance with HUD Lead Based Paint Requirements, 24CFR, 35.24(b)(2)(11). This treatment must be completed before your final inspection of the work. A copy of this requirement is available in the Rehab Office of Boise City.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands at Boise City, Idaho, the day and year first above written.

TAX ID #: _____

CONTRACTOR:

By: _____

Title: _____ Date: _____

Note: If sole owner or partner, so state; if bid is by Corporation, signer should state office held, i.e., President or Vice President, and Secretary or Assistant Secretary attest and affix corporate seal.

(SEAL)

Attest:

Title: _____ Date: _____

HOMEOWNER: _____

HOMEOWNER: _____

STATE OF IDAHO)

)ss.

County of ADA)

On this ____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand affixed my official seal the day and year first above written.

Notary Public for Idaho

Residing at: _____

My Commission Expires: _____

STATE OF IDAHO)

)ss.

County of Ada)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ the owner of _____ known to me to be the person who executed the within and foregoing instrument for and on behalf of said business/corporation, and acknowledge to me that said business/corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand affixed my official seal the day and year first above written.

Notary Public for Idaho

Residing at: _____

My Commission Expires: _____

GENERAL CONDITIONS OF A CONTRACT
FOR CONSTRUCTION FUNDED UNDER HOUSING AND
COMMUNITY DEVELOPMENT LOAN PROGRAMS

ARTICLE 1
Contract Documents

1.1 The Contract Documents consist of the Agreement Between Owner and Contractor, the General Conditions of a Contract For Construction Funded Under Housing and Community Development Loan Programs, the Bid Proposal and General Instructions, the Work Write-up, and the Specifications and Drawings, if any, and the Housing Center Program Agreement ME-11-01, adopted and approved by Resolution No. 4365 of Boise City, Idaho, if applicable.

1.2 The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements. The Contract may be amended or modified only as specifically allowed by the Contract.

1.3 The work to be performed includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment needed to perform such work.

1.4 The Owner may order changes, additions or modifications without invalidating the contract. Any modification of the Contract, its attached bid proposals, general instructions, work write-ups, specifications or drawings must be evidenced by a written work change order, identifying the specific change, the monies due and time involved and shall require the approval signature of the owner, contractor and approving agency. Not all change order requests may be accepted by the approving agency, therefore, the contractor proceeds at their own risk if work is completed without an accepted change order.

ARTICLE 2
Owner

2.1 The Owner is the person or organization identified as such in the Agreement Between Owner and Contractor and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner or his authorized representative.

2.2 The Owner will permit the Contractor to use, at no cost, existing utilities such as light, heat, power and water necessary to the carrying out and completion of the work.

2.3 If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner, or his authorized representative, may, after seven days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies. The Contractor shall pay to Owner any additional costs incurred by Owner in making good such deficiencies.

ARTICLE 3
Contractor

3.1 The Contractor is the person or organization identified as such in the Agreement Between Owner and Contractor, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

3.2 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools and other services necessary for the proper execution and completion of the work.

3.3 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ or work any unfit person or anyone not skilled in the task assigned to him.

3.4 The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents.

3.5 Contractor shall protect all of the Owners property, furnishings, belongings and any other areas not included in the scope of work for the Rehabilitation. Any and all issues involving damages incurred by Contractor or Sub Contractors shall be resolved prior to any final payments being processed.

3.6 The Contractor hereby guarantees the work performed hereunder for a period of one year from the date of final acceptance of all work required by the Contractor. Contractor shall furnish Owner, in care of the Housing and Community Development Loan Programs of the Building Department, City of Boise, Idaho, with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment, if any, furnished under the Contract.

3.7 The Contractor shall pay all sales, consumer, use and other similar taxes required by law.

3.8 The Contractor shall promptly pay all subcontractors, material men, laborers and employees, and shall require all subcontractors, if appropriate, to do likewise and shall keep the property free from all liens, claims and judgments, and shall defend, indemnify and hold harmless the Owner and the City of Boise from and against any and all such liens, claims or judgments and from and against any and all suits, actions or proceedings and of defending same.

3.9 The Contractor shall obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

3.10 The Contractor shall perform all work in conformance with applicable local codes and requirements whether or not covered by the specifications and drawings for the work.

3.11 The Contractor shall keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the contractor unless specified in contract or by change order.

3.12 The Contractor shall permit the U.S. Government, or its designee, to examine and inspect the rehabilitation work.

3.13 The Contractor shall not, by force, intimidation or threat of procuring dismissal from employment, or by any other manner whatsoever, induce any person employed in the construction, prosecution, completion or repair of the Owner's residence as provided by this Contract, to give up any part of the compensation to which he is entitled under his contract of employment.

ARTICLE 4
Time of Completion

4.1 The time of completion shall be that time specified in the Agreement Between Owner and Contractor.

ARTICLE 5
The Contract Sum

5.1 The Owner shall pay the Contractor for the performance of the Contract the sum so specified in the Agreement Between Owner and Contractor, in accordance with the bid proposal made by Contractor and work performed pursuant to the terms and conditions of the Contract, except for additions or deductions in quantities of materials and labor as specifically authorized and provided for under the terms of the Contract.

ARTICLE 6
Progress Payments

6.1 The Owner shall make progress payments upon written request from the Contractor as provided herein, as follows:

6.2 Progress payments shall not exceed 95 % of the value of work satisfactorily completed. Progress payments shall be limited to two (2) payments.

6.3 The value of the work satisfactorily completed is based on the Contract process of labor and materials incorporated in the work and of materials suitably stored at the site as estimated by the Contractor and approved in writing by the Owner's inspector furnished by the Boise City Housing & Community Development Division. Approval of the progress payments by the Boise City Rehabilitation Division inspector will be withheld if the Contractor has not performed in accordance with the provisions of these contract documents and/or the percentage of the work completed does not comply with the respective progress payment requested.

6.4 Lien Waivers - Before issuance of a progress payment in excess of 33 % of the total amount due, the Contractor shall submit mechanics lien waivers and evidence satisfactory to the Boise City Rehabilitation Division that all payrolls, material bills and any indebtedness connected with the work completed have been paid.

ARTICLE 7
Acceptance and Final Payment

7.1 Final payment shall be due within thirty (30) days after final completion of the work, provided the work be then fully completed and the Contract fully performed. Upon receipt of written notice that the work is ready for final inspection and acceptance, the Boise City Housing & Community Development Division, Planning and Development Service Department Director shall promptly issue a final certificate, over his own signature, upon notification stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof, and that the property meets all City codes and that the entire balance found to be due the contractor and noted in said final certificate, is due and payable. Before issuance of final payment, the Contractor shall submit mechanics lien waivers and evidence satisfactory to the Boise City Housing & Community Development Division that all payrolls, material bills and other indebtedness connected with the work have been paid.

Provided, however, that no examination or inspection made by Approving Agency at any time, including a final City examination or inspection made to ascertain that the property now meets all City Codes, shall relieve Contractor of responsibility to remedy any deviation, deficiency, or defect in the work and labor performed or in the materials furnished if the same is not in strict compliance with the terms and specifications of the Contract.

ARTICLE 8
Payments, Liens or Claims

8.1 If at any time there shall be evidence of any lien or claim for which, if established, the Owner of said building or the Housing Department Director might become liable, and which is chargeable to the Contractor, the Owner or the Director shall have the right to retain out of any payment then due, or thereafter to become due an amount sufficient to completely indemnify them against such lien or claim and, should there prove to be any such claim after all payments are made, the Contractor shall refund to the Owner or the Director all money that the latter may be compelled to pay in discharging any lien on said premises made obligatory in consequence of the Contractor's default.

ARTICLE 9
Non-Discrimination

9.1 The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, age or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment

without regard to their race, creed, color, national origin, age or sex. 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this non-discrimination clause.

9.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, age or sex.

9.3 The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 10
Insurance

10.1 Prior to the commencement of any work under a Contract which is funded through the Boise City Housing and Community Development, the Contractor shall furnish evidence of comprehensive public liability insurance coverage protecting the Owner for not less than \$100,000. per injury and \$300,000 per occurrence in the event of bodily injury including death, and \$100,000 per occurrence in the event of property damage arising out of the work performed by Contractor.

ARTICLE 11
Safety Accident Prevention

11.1 In the performance of this Contract, the Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other actions, on their own responsibility, or as the contracting officer may determine reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by this Contract.

It is a condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to this Contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in the performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1518 - published in the Federal Register on April 17, 1971) promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (83 Stat. 96).

ARTICLE 12
Status of Approving Agency

12.1 With respect to a Contract funded by a loan to Owner through the Boise City Housing and Community Development Loan Program only, and notwithstanding any language or provision of this Agreement, the Housing & Community Division of the Planning and Development Services Department of Boise City shall be substituted as a part to this Agreement in lieu of and/or in addition to the Owner and as such shall in all cases have, and exercise the prior right, and the Owner and Contractor in executing this Agreement specifically agree to such prior right, or approving:

- (a) The need and extent of rehabilitation of a particular property;
- (b) The content of General Instructions to a Contractor, and the Work Write-up, Specifications, drawings and contract agreements including thereof the General and Special Conditions, Schedules and Supplementary General or Special Conditions;
- (c) Any payments, progress and/or final; and
- (d) Acceptance of the Completed work after an inspection has been made of the rehabilitated property in accordance with the terms and conditions of the Contract Agreement.

ARTICLE 13
Assignment of Rights

13.1 The Contractor shall not assign this Agreement or any of the payments that become due hereunder without written consent of the Owner which bears the approval of the Housing & Community Development Division, Planning and Development Services Department, Boise, Idaho.

Contractors signature hereto is confirmation that he has received a copy of all contract documents.

Contractor: _____

Name & Title: _____ Owner _____

Address: _____

Phone: _____ FAX: _____

Cell phone: _____

Notice to Proceed

NOTICE TO PROCEED

DATE: MONTH DAY, 2023

PROPERTY ADDRESS: _____

HOMEOWNER: _____

Effective DATE at TIME, authorization is hereby given for CONTRACTOR NAME Contractor, to proceed with the work as set forth in the contract documents dated pertaining to the subject property, known and numbered as:

ALL WORK SHALL BE STARTED ON OR BEFORE 15 DAYS AND SATISFACTORILY COMPLETED ON OR BEFORE 30 WORKING DAYS.

HOMEOWNER: _____

ADDRESS: _____

Proceed Notice Delivered to Contractor:

DATE

CONTRACTOR

H: FINAL RELEASE/DRAW DOCUMENTS

FINAL ACCEPTANCE & DRAW REQUEST

NAME AND ADDRESS OF CONTRACTOR:

CITY OF BOISE HOUSING AND COMMUNITY DEVELOPMENT
150 N. Capitol Blvd.
Boise, Idaho 83702

ADDRESS OF REHABILITATED PROPERTY:

CERTIFICATION OF FINAL INSPECTION

- 1) Owner certifies and covenants that the work involved in the above project and in accordance with all plans and specifications has been fully performed and completed by Contractors in accordance with the contracts between Owner and Contractor and to the Owner's satisfaction.
- 2) Owner hereby accepts the work and by such acceptance waives and releases any, and all claims or demands of any kind or character whatsoever that Owner may have against Contractors, with the exception of any claim which may result from faulty materials or appliances which fail within the warranty period or faulty workmanship which could not be determined at the time of inspection, and further does hereby release the Contractors from the contracts in that, based upon Owner's inspection and personal examination of the work in progress and as completed, the Contractors have fully performed the terms and conditions of said contracts in a workmanlike manner to the satisfaction of Owner.

DATE: _____ **OWNER:** _____

REQUEST FOR PAYMENT

WORK HAS BEEN COMPLETED ON ABOVE CAPTIONED PROPERTY IN ACCORDANCE WITH THE CONSTRUCTION CONTRACT, I HEREBY REQUEST FINAL PAYMENT IN THE AMOUNT OF \$2,689.19, WHICH WHEN PAID, WILL BE IN FULL SATISFACTION OF MONIES DUE AND OWING UNDER THE CONTRACT.

CONTRACTOR: _____ **DATE:** _____

Home Improvement Coordinator Approval: _____

I: LEAD BASED PAINT POLICY

Activities

The U.S. Department of Housing and Urban Development (HUD) has implemented a regulation to protect young children from lead-based paint hazards in housing that is financially assisted by funding from the federal government. The "Lead Safe Housing Rule"¹² (Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance) was published in the Federal Register on September 15, 1999 and amended June 21, 2004. The hazard reduction requirements in this regulation are based on scientific research and the practical experience of cities, states, and others who have been controlling lead-based paint hazards in low-income housing through HUD assistance. The requirements apply to housing built before 1978; the year lead-based paint was banned nationwide for consumer use.

Requirements

The regulation sets hazard reduction requirements that place much greater emphasis than previous regulations on reducing lead in house dust. Scientific research has found that exposure to lead in dust is the most common way young children become lead poisoned. Therefore, the new regulation requires dust testing after paint is disturbed to make sure the home is lead-safe.

Specific requirements depend on whether the housing is being disposed of or assisted by the federal government, and also on the type and amount of financial assistance, the age of the structure, and whether the dwelling is rental or owner-occupied.

Lead-Based Paint Disclosure Rule Guidance

To protect families from exposure to lead from paint, dust, and soil, Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992. Section 1018 ("Lead-Based Paint Disclosure Rule") of this law directed HUD and EPA to require the disclosure of known information on lead-based paint and lead-based paint hazards before the sale or lease of most housing built before 1978. Sellers, landlords, and their agents are responsible for providing this information to the buyer or renter before sale or lease.

Lead Safe Housing Rule Guidance

Specific requirements depend on whether the housing is being disposed of or assisted by the federal government, and on the type and amount of financial assistance, the age of the structure, and whether the dwelling is rental or owner-occupied.

All housing units built before 1978 to be assisted by CDBG and HOME Programs must be tested for the presence of lead-based paint. Owners must submit a disclosure regarding visual inspection for "defective paint surfaces" and the proposed treatment of such surfaces, or the owner must submit the results of lead-based paint testing. The owner must

¹² https://www.hud.gov/program_offices/healthy_homes/enforcement/lshr

reduce the hazard if testing reveals the presence of lead-based paint, or if defective paint surfaces are found.

A “defective paint surface” is any interior or exterior surface on which the paint is cracking, scaling, chipping, peeling, or loose.

The following are summaries from the HUD regulations and guidebooks on the activities required for levels of Home Improvement work and of methods for hazard reduction.

Required Activities to Address Lead-Based Paint

Levels of Assistance Per Unit	(\$5,000)	(\$5,000 - \$24,999)	(>\$25,000)
Approach to Lead Hazard Evaluation and Reduction	Do no harm	Identify and control lead hazards	Identify and abate lead hazards
Notification	Yes	Yes	Yes
Lead Hazard Evaluation	Presumed LBP and Visual Inspection	Risk assessment	Risk assessment
Lead Hazard Reduction	Repair surfaces disturbed during Home Improvement	Repair surfaces disturbed during Home Improvement	Repair surfaces disturbed during Home Improvement
	Safe work practices	Safe work practices	Safe work practices
	Clearance of work site	Clearance of work site	Clearance of work site
	Interim controls	Interim controls	Abatement
	Visual Inspection	Clearance of unit	Clearance of unit

Notification

The following notification requirements apply to all units receiving Federal assistance for Home Improvement.

- **Lead Hazard Information Pamphlet and Disclosure:** Occupants must receive the pamphlet “Protect Your Family from Lead in Your Home”. The pamphlet provides educational information describing lead-based paint hazards. Also, if a pre-1978 unit is known to contain lead-based paint or lead based paint hazards, owners must notify tenants or prospective purchasers.
- **Lead Based Paint Renovate Right Pamphlet:** Occupants must receive the EPA “Renovate Right” pamphlet prior to construction and/or renovation activities performed on pre-1978 residential properties. Signature and/receipt of delivery is required.
- **Notice of Hazard Evaluation and Reduction:** Occupants must be notified of any lead hazard evaluation results (or the presumption of lead-based paint/hazards) and of the hazard reduction activities and clearance.

See **Appendix J: Lead-Based Paint Notification Materials**

Lead Hazard Evaluation

Each unit must be evaluated to identify lead hazards. The required method of evaluation depends on the level of Home Improvement assistance. Methods include paint testing of surfaces to be disturbed by the Home Improvement and conducting a risk assessment. See the above chart for a summary of when each method is required.

Lead Hazard Reduction

The level of hazard reduction required depends on the level of assistance. Any actions taken to reduce hazards must be done in compliance with the Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing¹³. Specific actions required include:

- **Repair of Paint Disturbed During Home Improvement:** Includes repairing disturbed paint and applying a new coat of paint.
- **Interim Controls and Standard Treatments:** Includes addressing friction and impact surfaces, creating smooth and cleanable surfaces, encapsulation, removing or covering lead-based paint components, and paint stabilization.
- **Abatement:** Involves permanently removing lead-based paint hazards, often through paint and component removal, and enclosure.
- **Safe Work Practices:** Safe work practices must be used as a minimum for all work on all lead-based paint surfaces. Safe work practices are required on interior surfaces larger than 2 ft² and on exterior surfaces larger than 20 ft². Additional rules and regulations may be required based upon amount of Federal assistance.
- **Clearance:** A certified professional must perform clearance to check if rehabilitated units are safe for future occupants.

Lead Hazard Reduction Methods

Interim Controls: Interim controls temporarily reduce exposure to lead based paint hazards through repairs, painting, maintenance, special cleaning, occupant protection measures, clearance, and education programs. Interim control methods require safe practices and include:

- **Paint stabilization:** All deteriorated paint on exterior and interior surfaces must be stabilized through repairs, safe paint removal, and repainting. If lead based paint is found and exceeds acceptable levels or is presumed, the conditions creating friction or impact with surfaces with lead-based paint such as those that rub, bind, or crush must be corrected. Examples of this work include re-hanging binding doors, installing doorstops, or reworking windows.
- **Treatment for chewable surfaces:** If a child under age six has chewed surfaces known to contain lead-based paint or if lead-based paint is presumed, these surfaces must be enclosed or coated so they are impenetrable.
- **Lead contaminated dust control:** All horizontal surfaces that are rough, pitted, or porous such as bare floors, stairs, windowsills, and window troughs must be covered with a smooth, cleanable covering or coating such as metal coil stock,

13 https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines

plastic, polyurethane, or linoleum. Carpeting must be vacuumed, or rugs must be removed and vacuumed on both sides. Vacuuming must be done using HEPA vacuums.

- **Lead contaminated soil control:** If soil is lead contaminated, interim controls that may be used include impermanent surface coverings such as gravel, bark, and sod as well as land use controls such as fencing, landscaping, and warning signs. Soil Abatement is required when Lead Dust levels are at or exceed 5000 ppm.

Standard Treatments: In some cases, standard treatments may be conducted in lieu of interim controls on all applicable surfaces, including soil, to control lead-based paint hazards that may be present. All standard treatment methods must follow the same safe work practice and clearance requirements that apply to interim control activities.

These methods include:

- **Paint Stabilization:** For all smooth and cleanable horizontal surfaces, all deteriorated paint on exterior and interior surfaces must be stabilized through repairs, safe paint removal, and repainting or abatement. All horizontal surfaces that are rough, pitted, or porous such as bare floors, stairs, windowsills, and window troughs must be covered with a smooth, cleanable covering or coating such as metal coil stock, plastic, polyurethane, or linoleum.
- **Correcting Dust-Generating Conditions:** All conditions that generate lead contaminated dust such as those that rub, bind, or crush surfaces with lead-based paint must be corrected. Examples include re-hanging doors, installing doorstops, or reworking windows.
- **Abatement:** Abatement permanently (at least 20 years) removes lead-based paint and lead based paint hazards by removing lead-based paint and its dust, or permanently encapsulating or enclosing the lead-based paint, replacing components with lead-based paint, and removing or permanently covering lead contaminated soil.
- **Encapsulation:** Encapsulation means the application of a covering or coating that acts as a barrier between the lead-based paint and the environment and that relies for its durability on adhesion between the encapsulant and the painted surface, and on the integrity of the existing bonds between paint layers and between the paint and the substrate. Encapsulation may be used as a method of abatement if it is designed and performed so as to be permanent (20 years).
- **Enclosure:** Enclosure means the use of rigid, durable construction materials that are mechanically fastened to the substrate in order to act as a barrier between lead-based paint and the environment. Enclosure may be used as a method of abatement if it is designed to be permanent (20 years).
- **Replacement:** Replacement means a strategy of abatement that entails the removal of building components that have surfaces coated with lead-based paint and the installation of new components free of lead-based paint.
- **Removal:** Removal means a strategy of abatement that entails the removal of paint from building components that have surfaces coated with lead-based paint.

J: LEAD-BASED PAINT NOTIFICATION MATERIALS

Protect Your Family from Lead in Your Home



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

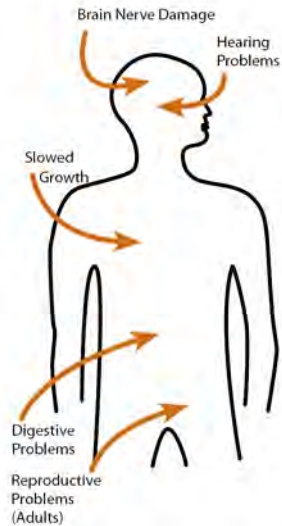
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally assisted, federally owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² “Lead-containing paint” is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sampling bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting, by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](https://www.epa.gov/lead) for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon,**" used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA)

Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT) One Congress Street
Boston, MA 02114-2023
(617) 918-1524

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule which protects families in pre-1978 assisted housing and the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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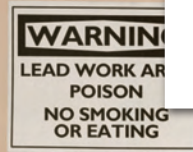
IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children, babies, and fetuses even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

The Lead-Safe Certified Guide to Renovate Right

THE LEAD-SAFE CERTIFIED GUIDE TO RENOVATE RIGHT



CAUTION CAUTION CAUTION CAUTION CAUTION CAUTION



1-800-424-LEAD (5323)

epa.gov/getleadsafe

EPA-740-K-10-001

Revised September 2011



Important lead hazard information for families, child care providers and schools.



This document may be purchased through the U.S. Government Printing Office online at bookstore.gpo.gov or by phone (toll-free): 1-866-512-1800.

IT'S THE LAW!

Federal law requires contractors that disturb painted surfaces in homes, child care facilities and schools built before 1978 to be certified and follow specific work practices to prevent lead contamination. Always ask to see your contractor's certification.

Federal law requires that individuals receive certain information before renovating more than six square feet of painted surfaces in a room for interior projects or more than twenty square feet of painted surfaces for exterior projects or window replacement or demolition in housing, child care facilities and schools built before 1978.

- Homeowners and tenants: renovators must give you this pamphlet before starting work.
- Child care facilities, including preschools and kindergarten classrooms, and the families of children under six years of age that attend those facilities: renovators must provide a copy of this pamphlet to child care facilities and general renovation information to families whose children attend those facilities.

WHO SHOULD READ THIS PAMPHLET?

This pamphlet is for you if you:

- Reside in a home built before 1978.
- Own or operate a child care facility, including preschools and kindergarten classrooms, built before 1978, or
- Have a child under six years of age who attends a child care facility built before 1978.

You will learn:

- Basic facts about lead and your health.
- How to choose a contractor, if you are a property owner.
- What tenants, and parents/guardians of a child in a child care facility or school should consider.
- How to prepare for the renovation or repair job.
- What to look for during the job and after the job is done.
- Where to get more information about lead.

This pamphlet is not for:

- **Abatement projects.** Abatement is a set of activities aimed specifically at eliminating lead or lead hazards. EPA has regulations for certification and training of abatement professionals. If your goal is to eliminate lead or lead hazards, contact the National Lead Information Center at **1-800-424-LEAD (5323)** for more information.
- **“Do-it-yourself”** projects. If you plan to do renovation work yourself, this document is a good start, but you will need more information to complete the work safely. Call the National Lead Information Center at **1-800-424-LEAD (5323)** and ask for more information on how to work safely in a home with lead-based paint.
- **Contractor education.** Contractors who want information about working safely with lead should contact the National Lead Information Center at **1-800-424-LEAD (5323)** for information about courses and resources on lead-safe work practices.



RENOVATING, REPAIRING, OR PAINTING?



- Is your home, your building, or the child care facility or school your children attend being renovated, repaired, or painted?
- Was your home, your building, or the child care facility or school where your children under six years of age attend built before 1978?

If the answer to these questions is YES, there are a few important things you need to know about lead-based paint.

This pamphlet provides basic facts about lead and information about lead safety when work is being done in your home, your building or the child care facility or school your children attend.

The Facts About Lead

- Lead can affect children's brains and developing nervous systems, causing reduced IQ, learning disabilities, and behavioral problems. Lead is also harmful to adults.
 - Lead in dust is the most common way people are exposed to lead. People can also get lead in their bodies from lead in soil or paint chips. Lead dust is often invisible.
 - Lead-based paint was used in more than 38 million homes until it was banned for residential use in 1978.
 - Projects that disturb painted surfaces can create dust and endanger you and your family. Don't let this happen to you. Follow the practices described in this pamphlet to protect you and your family.
-

LEAD AND YOUR HEALTH

Lead is especially dangerous to children under six years of age.

Lead can affect children's brains and developing nervous systems, causing:

- Reduced IQ and learning disabilities.
- Behavior problems.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is also harmful to adults. In adults, low levels of lead can pose many dangers, including:

- High blood pressure and hypertension.
- Pregnant women exposed to lead can transfer lead to their fetuses. Lead gets into the body when it is swallowed or inhaled.
- People, especially children, can swallow lead dust as they eat, play, and do other normal hand-to-mouth activities.
- People may also breathe in lead dust or fumes if they disturb lead-based paint. People who sand, scrape, burn, brush, blast or otherwise disturb lead-based paint risk unsafe exposure to lead.



What should I do if I am concerned about my family's exposure to lead?

- A blood test is the only way to find out if you or a family member already has lead poisoning. Call your doctor or local health department to arrange for a blood test.
- Call your local health department for advice on reducing and eliminating exposures to lead inside and outside your home, child care facility or school.
- Always use lead-safe work practices when renovation or repair will disturb painted surfaces.

For more information about the health effects of exposure to lead, visit the EPA lead website at epa.gov/lead/pubs/leadinfo or call 1-800-424-LEAD (5323).

There are other things you can do to protect your family every day.

- Regularly clean floors, window sills, and other surfaces.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat a healthy, nutritious diet consistent with the USDA's dietary guidelines, that helps protect children from the effects of lead.
- Wipe off shoes before entering the house.

WHERE DOES THE LEAD COME FROM?

Dust is the main problem.

The most common way to get lead in the body is from dust. Lead dust comes from deteriorating lead-based paint and lead-contaminated soil that gets tracked into your home. This dust may accumulate to unsafe levels. Then, normal hand-to-mouth activities, like playing and eating (especially in young children), move that dust from surfaces like floors and window sills into the body.

Home renovation creates dust.

Common renovation activities like sanding, cutting, and demolition can create hazardous lead dust and chips.

Proper work practices protect you from the dust.

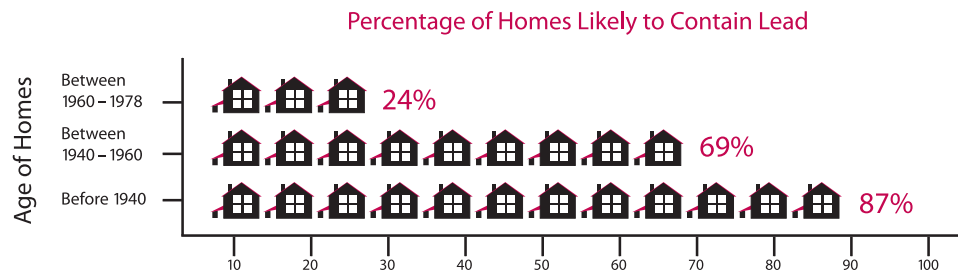
The key to protecting yourself and your family during a renovation, repair or painting job is to use lead-safe work practices such as containing dust inside the work area, using dust-minimizing work methods, and conducting a careful cleanup, as described in this pamphlet.

Other sources of lead.

Remember, lead can also come from outside soil, your water, or household items (such as lead-glazed pottery and lead crystal). Contact the National Lead Information Center at 1-800-424-LEAD (5323) for more information on these sources.



CHECKING YOUR HOME FOR LEAD-BASED PAINT



Older homes, child care facilities, and schools are more likely to contain lead-based paint.

Homes may be single-family homes or apartments. They may be private, government-assisted, or public housing. Schools are preschools and kindergarten classrooms. They may be urban, suburban, or rural.

You have the following options:

You may decide to assume your home, child care facility, or school contains lead.

Especially in older homes and buildings, you may simply want to assume lead-based paint is present and follow the lead-safe work practices described in this brochure during the renovation, repair, or painting job.

You can hire a certified professional to check for lead-based paint.

These professionals are certified risk assessors or inspectors, and can determine if your home has lead or lead hazards.

- A certified inspector or risk assessor can conduct an inspection telling you whether your home, or a portion of your home, has lead-based paint and where it is located. This will tell you the areas in your home where lead-safe work practices are needed.
- A certified risk assessor can conduct a risk assessment telling you if your home currently has any lead hazards from lead in paint, dust, or soil. The risk assessor can also tell you what actions to take to address any hazards.
- For help finding a certified risk assessor or inspector, call the National Lead Information Center at 1-800-424-LEAD (5323).

You may also have a certified renovator test the surfaces or components being disturbed for lead by using a lead test kit or by taking paint chip samples and sending them to an EPA-recognized testing laboratory. Test kits must be EPA-recognized and are available at hardware stores. They include detailed instructions for their use.

FOR PROPERTY OWNERS

You have the ultimate responsibility for the safety of your family, tenants, or children in your care.

This means properly preparing for the renovation and keeping persons out of the work area (see p. 8). It also means ensuring the contractor uses lead-safe work practices.

Federal law requires that contractors performing renovation, repair and painting projects that disturb painted surfaces in homes, child care facilities, and schools built before 1978 be certified and follow specific work practices to prevent lead contamination.

Make sure your contractor is certified, and can explain clearly the details of the job and how the contractor will minimize lead hazards during the work.

- You can verify that a contractor is certified by checking EPA's website at epa.gov/getleadsafe or by calling the National Lead Information Center at 1-800-424-LEAD (5323). You can also ask to see a copy of the contractor's firm certification.
- Ask if the contractor is trained to perform lead-safe work practices and to see a copy of their training certificate.
- Ask them what lead-safe methods they will use to set up and perform the job in your home, child care facility or school.
- Ask for references from at least three recent jobs involving homes built before 1978, and speak to each personally.

Always make sure the contract is clear about how the work will be set up, performed, and cleaned.

- Share the results of any previous lead tests with the contractor.
- You should specify in the contract that they follow the work practices described on pages 9 and 10 of this brochure.
- The contract should specify which parts of your home are part of the work area and specify which lead-safe work practices will be used in those areas. Remember, your contractor should confine dust and debris to the work area and should minimize spreading that dust to other areas of the home.
- The contract should also specify that the contractor will clean the work area, verify that it was cleaned adequately, and re-clean it if necessary.

If you think a worker is not doing what he is supposed to do or is doing something that is unsafe, you should:

- Direct the contractor to comply with regulatory and contract requirements.
- Call your local health or building department, or
- Call EPA's hotline 1-800-424-LEAD (5323).

If your property receives housing assistance from HUD (or a state or local agency that uses HUD funds), you must follow the requirements of HUD's Lead-Safe Housing Rule and the ones described in this pamphlet.

FOR TENANTS AND FAMILIES OF CHILDREN UNDER SIX YEARS OF AGE IN CHILD CARE FACILITIES AND SCHOOLS

You play an important role ensuring the ultimate safety of your family.

This means properly preparing for the renovation and staying out of the work area (see p. 8).

Federal law requires that contractors performing renovation, repair and painting projects that disturb painted surfaces in homes built before 1978 and in child care facilities and schools built before 1978, that a child under six years of age visits regularly, to be certified and follow specific work practices to prevent lead contamination.

The law requires anyone hired to renovate, repair, or do painting preparation work on a property built before 1978 to follow the steps described on pages 9 and 10 unless the area where the work will be done contains no lead-based paint.

If you think a worker is not doing what he is supposed to do or is doing something that is unsafe, you should:

- Contact your landlord.
- Call your local health or building department, or
- Call EPA's hotline 1-800-424-LEAD (5323).

If you are concerned about lead hazards left behind after the job is over, you can check the work yourself (see page 10).



PREPARING FOR A RENOVATION

The work areas should not be accessible to occupants while the work occurs.

The rooms or areas where work is being done may need to be blocked off or sealed with plastic sheeting to contain any dust that is generated. Therefore, the contained area may not be available to you until the work in that room or area is complete, cleaned thoroughly, and the containment has been removed. Because you may not have access to some areas during the renovation, you should plan accordingly.

You may need:

- Alternative bedroom, bathroom, and kitchen arrangements if work is occurring in those areas of your home.
- A safe place for pets because they too can be poisoned by lead and can track lead dust into other areas of the home.
- A separate pathway for the contractor from the work area to the outside in order to bring materials in and out of the home. Ideally, it should not be through the same entrance that your family uses.
- A place to store your furniture. All furniture and belongings may have to be moved from the work area while the work is being done. Items that can't be moved, such as cabinets, should be wrapped in plastic.
- To turn off forced-air heating and air conditioning systems while the work is being done. This prevents dust from spreading through vents from the work area to the rest of your home. Consider how this may affect your living arrangements.

You may even want to move out of your home temporarily while all or part of the work is being done.

Child care facilities and schools may want to consider alternative accommodations for children and access to necessary facilities.



DURING THE WORK

Federal law requires contractors that are hired to perform renovation, repair and painting projects in homes, child care facilities, and schools built before 1978 that disturb painted surfaces to be certified and follow specific work practices to prevent lead contamination.

The work practices the contractor must follow include these three simple procedures, described below:

1. Contain the work area. The area must be contained so that dust and debris do not escape from that area. Warning signs must be put up and plastic or other impermeable material and tape must be used as appropriate to:

- Cover the floors and any furniture that cannot be moved.
- Seal off doors and heating and cooling system vents.
- For exterior renovations, cover the ground and, in some instances, erect vertical containment or equivalent extra precautions in containing the work area.

These work practices will help prevent dust or debris from getting outside the work area.

2. Avoid renovation methods that generate large amounts of lead-contaminated dust. Some methods generate so much lead-contaminated dust that their use is prohibited.

They are:

- Open flame burning or torching.
- Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment.
- Using a heat gun at temperatures greater than 1100°F.



There is no way to eliminate dust, but some renovation methods make less dust than others. Contractors may choose to use various methods to minimize dust generation, including using water to mist areas before sanding or scraping; scoring paint before separating components; and prying and pulling apart components instead of breaking them.

3. Clean up thoroughly. The work area should be cleaned up daily to keep it as clean as possible. When all the work is done, the area must be cleaned up using special cleaning methods before taking down any plastic that isolates the work area from the rest of the home. The special cleaning methods should include:

- Using a HEPA vacuum to clean up dust and debris on all surfaces, followed by
- Wet wiping and wet mopping with plenty of rinse water.

When the final cleaning is done, look around. There should be no dust, paint chips, or debris in the work area. If you see any dust, paint chips, or debris, the area must be re-cleaned.

FOR PROPERTY OWNERS: AFTER THE WORK IS DONE

When all the work is finished, you will want to know if your home, child care facility, or school where children under six attend has been cleaned up properly.

EPA Requires Cleaning Verification.

In addition to using allowable work practices and working in a lead-safe manner, EPA's RRP rule requires contractors to follow a specific cleaning protocol. The protocol requires the contractor to use disposable cleaning cloths to wipe the floor and other surfaces of the work area and compare these cloths to an EPA-provided cleaning verification card to determine if the work area was adequately cleaned. EPA research has shown that following the use of lead-safe work practices with the cleaning verification protocol will effectively reduce lead-dust hazards.

Lead-Dust Testing.

EPA believes that if you use a certified and trained renovation contractor who follows the LRRP rule by using lead-safe work practices and the cleaning protocol after the job is finished, lead-dust hazards will be effectively reduced. If, however, you are interested in having lead-dust testing done at the completion of your job, outlined below is some helpful information.

What is a lead-dust test?

- Lead-dust tests are wipe samples sent to a laboratory for analysis. You will get a report specifying the levels of lead found after your specific job.

How and when should I ask my contractor about lead-dust testing?

- Contractors are not required by EPA to conduct lead-dust testing. However, if you want testing, EPA recommends testing be conducted by a lead professional. To locate a lead professional who will perform an evaluation near you, visit EPA's website at epa.gov/lead/pubs/locate or contact the National Lead Information Center at **1-800-424-LEAD (5323)**.
- If you decide that you want lead-dust testing, it is a good idea to specify in your contract, before the start of the job, that a lead-dust test is to be done for your job and who will do the testing, as well as whether re-cleaning will be required based on the results of the test.
- You may do the testing yourself. If you choose to do the testing, some EPA-recognized lead laboratories will send you a kit that allows you to collect samples and send them back to the laboratory for analysis. Contact the National Lead Information Center for lists of EPA-recognized testing laboratories.



FOR ADDITIONAL INFORMATION

You may need additional information on how to protect yourself and your children while a job is going on in your home, your building, or child care facility.

The National Lead Information Center at **1-800-424-LEAD (5323)** or epa.gov/lead/nlic can tell you how to contact your state, local, and/or tribal programs or get general information about lead poisoning prevention.

- State and tribal lead poisoning prevention or environmental protection programs can provide information about lead regulations and potential sources of financial aid for reducing lead hazards. If your state or local government has requirements more stringent than those described in this pamphlet, you must follow those requirements.
- Local building code officials can tell you the regulations that apply to the renovation work that you are planning.
- State, county, and local health departments can provide information about local programs, including assistance for lead-poisoned children and advice on ways to get your home checked for lead.



The National Lead Information Center can also provide a variety of resource materials, including the following guides to lead-safe work practices. Many of these materials are also available at epa.gov/lead/pubs/brochure

- Steps to Lead Safe Renovation, Repair and Painting.
- Protect Your Family from Lead in Your Home
- Lead in Your Home: A Parent's Reference Guide



For the hearing impaired, call the Federal Information Relay Service at 1-800-877-8339 to access any of the phone numbers in this brochure.

EPA CONTACTS

EPA Regional Offices

EPA addresses residential lead hazards through several different regulations. EPA requires training and certification for conducting abatement and renovations, education about hazards associated with renovations, disclosure about known lead paint and lead hazards in housing, and sets lead-paint hazard standards.

Your Regional EPA Office can provide further information regarding lead safety and lead protection programs at epa.gov/lead.

Region 1

(Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1
Suite 1100
One Congress Street
Boston, MA 02114-2023
(888) 372-7341

Region 2

(New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3

(Delaware, Maryland, Pennsylvania, Virginia, Washington, DC, West Virginia)
Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA
19103-2029
(215) 814-5000

Region 4

(Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303-8960
(404) 562-9900

Region 5

(Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5
77 West Jackson Boulevard
Chicago, IL 60604-3507
(312) 886-6003

Region 6

(Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue,
12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7

(Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7003

Region 8

(Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop Street
Denver, CO 80202
(303) 312-6312

Region 9

(Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-8021

Region 10

(Alaska, Idaho, Oregon, Washington)
Regional Lead Contact
U.S. EPA Region 10
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1200

OTHER FEDERAL AGENCIES

CPSC

The Consumer Product Safety Commission (CPSC) protects the public from the unreasonable risk of injury or death from 15,000 types of consumer products under the agency's jurisdiction. CPSC warns the public and private sectors to reduce exposure to lead and increase consumer awareness. Contact CPSC for further information regarding regulations and consumer product safety.

CPSC

4330 East West Highway
Bethesda, MD 20814
Hotline 1-(800) 638-2772
cpsc.gov

CDC Childhood Lead Poisoning Prevention Branch

The Centers for Disease Control and Prevention (CDC) assists state and local childhood lead poisoning prevention programs to provide a scientific basis for policy decisions, and to ensure that health issues are addressed in decisions about housing and the environment. Contact CDC Childhood Lead Poisoning Prevention Program for additional materials and links on the topic of lead.

CDC Childhood Lead Poisoning Prevention Branch

4770 Buford Highway, MS F-40
Atlanta, GA 30341
(770) 488-3300
cdc.gov/nceh/lead

HUD Office of Healthy Homes and Lead Hazard Control

The Department of Housing and Urban Development (HUD) provides funds to state and local governments to develop cost-effective ways to reduce lead-based paint hazards in America's privately-owned low-income housing. In addition, the office enforces the rule on disclosure of known lead paint and lead hazards in housing, and HUD's lead safety regulations in HUD-assisted housing, provides public outreach and technical assistance, and conducts technical studies to help protect children and their families from health and safety hazards in the home. Contact the HUD Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control research and outreach grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
HUD's Lead Regulations Hotline
(202) 402-7698
hud.gov/offices/lead/



SAMPLE PRE-RENOVATION FORM

This sample form may be used by renovation firms to document compliance with the Federal pre-renovation education and renovation, repair, and painting regulations.

Occupant Confirmation

Pamphlet Receipt

- I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

Printed Name of Owner-occupant

Signature of Owner-occupant

Signature Date

Renovator's Self Certification Option (for tenant-occupied dwellings only)

Instructions to Renovator: If the lead hazard information pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below.

- Declined** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the occupant declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.
- Unavailable for signature** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door or by (fill in how pamphlet was left).

Printed Name of Person Certifying Delivery

Attempted Delivery Date

Signature of Person Certifying Lead Pamphlet Delivery

Unit Address

Note Regarding Mailing Option — As an alternative to delivery in person, you may mail the lead hazard information pamphlet to the owner and/or tenant. Pamphlet must be mailed at least seven days before renovation. Mailing must be documented by a certificate of mailing from the post office.

K: AFFIRMATIVE MARKETING PLAN



CITY OF BOISE, IDAHO

AFFIRMATIVE MARKETING PLAN POLICIES AND PROCEDURES

HOME Investment Partnerships Program and
Community Development Block Grant Program

PREPARED BY: **HOUSING AND COMMUNITY
DEVELOPMENT DIVISION**



THIS DOCUMENT CAN BE PROVIDED IN A FORMAT ACCESSIBLE TO PERSONS WITH
DISABILITIES AND/OR PERSONS WITH LIMITED ENGLISH PROFICIENCY UPON REQUEST.



*The City of Boise prohibits discrimination on the basis of race,
color, national origin, religion, gender sex, family status, disability or age.*

STATEMENT

This Affirmative Marketing Plan Policies and Procedures (AMPPP) has been developed for use in the U.S. Department of Housing and Urban Development's (HUD's) HOME Investment Partnerships Program (HOME) and Community Development Block Grant Program (CDBG) to further the non-discrimination and equal opportunity objectives of Title VIII of the Civil Rights Act of 1968 and Executive Order 11063. The policies and procedures embodied in it reflect the shared responsibility of the City of Boise and the recipients of HOME and CDBG funding to ensure equal access to housing, programs and services funded under these programs.

Housing, programs, and service opportunities that are funded by the City of Boise using HOME and CDBG must be made available to people without regard to their race, color, religion, sex, disability, familial status, national origin, or age. Generally, a recipient of HOME and CDBG funding has a duty to market its housing or service broadly. Affirmative marketing differs from general marketing activities as it specifically targets potential tenants or beneficiaries who are least likely to apply for housing or services funded under the HOME or CDBG programs.

The Manager of the City of Boise's Division of Housing and Community Development shall have the authority to modify or waive in writing certain requirements of the AMPPP that are not statutory or regulatory when it is in the interest of the City of Boise.

PURPOSE

The AMPPP is designed to assist the City of Boise's Division of Housing and Community Development and the recipients of sub-awards of HOME and CDBG funding to ensure that services, programs and housing are marketed to those least likely to apply. The AMPPP is intended to be a quick resource and guide that summarizes policies and procedures required by the U.S. Department of Housing and Urban Development (HUD) and the City of Boise. Most importantly, the AMPPP is intended as a guide for recipients of HOME and CDBG funding to develop their own affirmative marketing plans.

The adoption and distribution of the AMPPP also satisfies a HOME requirement that the City (as a Participating Jurisdiction) inform recipients of the affirmative marketing requirements and procedures (24 CFR Part 92.351(a)). HUD offers further guidance in HOMEfires, Vol. 7 No.1, January 2006. The HOME and CDBG agreements between the City of Boise and recipients require affirmative marketing plans.

This AMPPP addresses the following considerations that HOME and CDBG recipients and subrecipients must consider in offering housing or services:

- ✓ **Planning**
- ✓ **Targeting**
- ✓ **Outreach**
- ✓ **Measuring/Reporting**
- ✓ **Monitoring**



PLANNING

There should be considerable analysis and planning prior to determining how to market housing, a program, or service. Then, the analysis must go further to determine how to reach those that have a need for the housing, program, or service offered, but that are least likely to apply. Historical client information is a logical starting point to begin an assessment. Recipients should engage in a continuous effort to improve and refine their affirmative marketing plans and to adapt to changing client demographics and service areas.

Until further notice, as a demonstration of the importance that the City of Boise places on affirmative marketing, the following requirements shall apply:

- Subrecipients of CDBG funding for non-housing related activities, must submit an affirmative marketing plan to the City for review and approval prior to cost reimbursement.
- Recipients of HOME funding and subrecipients of CDBG funding housing activities must submit an affirmative marketing plan to the City for review and approval prior to cost reimbursement and annually thereafter.
- As a matter of policy, the City of Boise will also require that owner-occupied rehabilitation, downpayment assistance, and tenant-based rental assistance (TBRA) programs adhere to the requirements of the AMPPP. TBRA programs shall be marketed affirmatively within the identified preference group(s) identified and approved by the City.

An affirmative marketing plan may be in a narrative format (recommended). A guide format is included as **Attachment 1**. HOME recipients and CDBG subrecipients engaged in housing activities may wish to use the Affirmative Fair Housing Marketing Plan, form HUD-935.2a, supplemented as necessary, though this alternative is not required. (**Attachment 2** -- www.hudclips.org; **DO NOT submit this form to HUD**).

- All housing providers must display the Equal Housing Opportunity poster (HUD form 928.1, **Attachment 3**; available at www.hudclips.org) in both the English and Spanish versions.
- In addition, providers of housing with five (5) or more units:
 - Must use the equal housing logo  on written communications and marketing material (<http://www.hud.gov/library/bookshelf15/hudgraphics/fheologo.cfm>) including: newspapers, newsletters, brochures, circulars, direct mailings, and websites (also see **Attachment 10**).
 - HUD encourages the use of the  on communications and marketing materials, as well.
 - May visit tenants and owners in buildings selected for rehabilitation and post signs marketing the program at each project site.
 - May seek the cooperation of the Boise City-Ada County Housing Authority to notify those on its waiting list of upcoming unit availability.

TARGETING

Identify the geographical market area targeted for the housing or services and those market segments that are least likely to apply. Generally, for Boise's CDBG programs the market area is the City of Boise. However, some programs or services funded with CDBG may target a neighborhood, service area, or population within Boise.

For CDBG- and/or HOME-funded housing projects, typically the geographical market area would be the City of Boise, but marketing of housing may extend throughout the Boise Metropolitan Statistical Area that includes Canyon County.

Persons with Disabilities, Hispanics (or Latinos), and non-Whites should generally be treated as among those groups that would be the least likely to apply. A HOME or CDBG recipient's experience may demonstrate other needs or variations of these needs that should be reflected the recipient's affirmative marketing plan.

OUTREACH

Design an outreach program that includes special measures intended to draw members of the group(s) identified as least likely to apply. However, please remember that your message must not express or imply a preference for a particular class of applicants (even for those you have identified as least likely to apply) unless a preference is clearly established by statute or other federal programmatic requirement. The affirmative marketing plans of recipients of HOME and CDBG funding must describe ways they will comply with the AMPPP. Examples include (also see **Attachment 1**):

- ✓ Advertising in print and electronic media that is used and viewed or listened to by those least likely to apply;
- ✓ Whenever human models are used in marketing materials, all reasonable steps will be taken to ensure that the use of models indicates to the general public that the housing, service or program is generally not for the exclusive use of any particular group or groups (except as mentioned above);
- ✓ Marketing to specific community, religious, or other organizations frequented by those least likely to apply;
- ✓ Distributing a marketing brochure that describes the program, service, housing or facility and how it is accessible to the disabled and subject to reasonable accommodation policies;
- ✓ Mailing brochures to a list of area organizations serving those that might be least likely to apply (**Attachment 4**; this list is available in Excel format upon request for making labels and its users are encouraged to add to it);
- ✓ Ensuring that the recipient's staff and managers have read and understand the objectives of the recipient's affirmative marketing plan; and
- ✓ Maintaining documents, records, and other information relevant to affirmative marketing.

The marketing of a program, service or housing is also subject to other federal civil rights laws or requirements such as Section 504 of the Rehabilitation Act of 1973, the **Americans with Disabilities Act**, **Limited English Proficiency** guidance, and the **Fair Housing Act**. These requirements also affect how the activity is managed.

Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973.

ADA and Section 504 broadly affect the design and operation of your program, service, or housing, including your affirmative marketing program. ADA and Section 504 impose requirements on both physical and program accessibility. Recipients of HOME and CDBG funding must provide equal access to their funded programs, services and housing for citizens with disabilities. Subrecipients are expected to perform a written self-evaluation (**Attachment 6a and 6b**). This includes an evaluation of the accessibility of marketing information and materials.

The subrecipient should prepare a “transition plan” that spells out non-compliances and a timetable for correction. This could include a listing of items considered to represent an undue burden to correct, an explanation of this designation, a cost estimate, and an explanation of steps to be taken in lieu of barrier removal. The attached guide forms may help. (**Attachment 7**)

For more information on ADA and Section 504, go to: www.ada.gov and <http://www.hud.gov/offices/fheo/disabilities/index.cfm>. Federal regulations covering Section 504 are at 24 CFR Part 8. Also see CPD Notice 05-9 for more specific information related to housing funded by CDBG or HOME (**Attachment 8**)

Among other things, facilities where the housing, programs and services are marketed must be accessible. Disabled citizens needing an auxiliary aid or service, or a modification of policies or procedures in order to access and participate in a marketing program may request a reasonable accommodation. Websites and announcements for community outreach meetings or open house events should include the following or similar **Auxiliary Aids Statement**:

<p>Any person requiring language interpretation or special assistance to accommodate physical, visual, or hearing impairments, please contact _____ at _____.</p>
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The City of Boise’s Fair Housing/ADA/Section 504 Coordinator can provide an ADA/Section 504 poster for display (**Attachment 9**). It offers guidance to persons needing auxiliary aids or modifications of policies and procedures to participate in City activities.

Limited English Proficiency (LEP). Under Executive Order 13166, LEP requirements broadly affect federally-assisted services, programs, and housing. This includes your affirmative marketing program. Recipients must address the issue of providing meaningful access to persons and families with LEP through their marketing. For purposes of the AMPPP, it is our recommendation that recipients of HOME and CDBG funding provide printed marketing information in English and Spanish formats as a minimum. Please note that this guidance does not represent a “safe harbor” as your actions will be largely dependent on the market you serve and findings of your self-assessment. For more census information on English proficiency and languages spoken in the area, see **Attachment 5**.

Basically, CDBG and HOME recipients must perform a four-factor self-assessment and adopt a Language Assistance Plan. A LEP self-assessment tool is available at

www.lep.gov/selfassesstool.htm that can help in decision-making and in creating a Language Assistance Plan. There is much more information on LEP at the following websites: www.lep.gov (be sure to read the **HUD guidance**) and www.usdoj.gov/crt/cor/13166.htm (“*Tips and Tools*”).

The Fair Housing Act. The Fair Housing Act applies to the sale and rental of housing. The Fair Housing Act prohibits discrimination by direct providers of housing, such as landlords and real estate companies, as well as, other entities, such as municipalities, banks or other lending institutions and homeowners insurance companies whose discriminatory practices make housing unavailable to persons because of race or color, religion, sex, national origin, familial status or disability regardless if the housing or service is federally-assisted. Also, Idaho Code (Title 67, Chapter 59; Commission on Human Rights) is enforced by the Idaho Human Rights Commission.

The physical accessibility requirements of the Fair Housing Act are set forth in American National Standards Institute’s ANSI 117.1 and the International Building Code which are considered “safe harbor” standards. HUD funds a technical assistance website (www.fairhousingfirst.org/). Often the advertising (marketing) of housing becomes the subject of a fair housing violation. Advertising for “*Christians preferred*” or “*Ideal for adult living*” and other discriminatory phrasing must be avoided as it violates the Fair Housing Act. Additional guidance is available in a 1995 HUD memorandum (**Attachment 10**).

Reasonable accommodation. The Joint Statement of HUD and the Department of Justice on Reasonable Accommodations under the Fair Housing Act also provides guidance relevant to Section 504 and a discussion of “undue burden” (**Attachment 11**).

MEASURING/REPORTING

Essentially, this is a self-assessment step. Identify the indicators to be used to measure the success of the marketing program and analyze the effectiveness of the marketing program. Use the information from this analysis to modify and improve your affirmative marketing plan. For example, effectiveness might be evaluated by:

- ✓ Comparing the number of beneficiaries from majority and minority ethnic and racial groups (regardless of gender) with the ethnic and racial make-up of the market area. (see **Attachment 12** for information on area ethnic and racial composition).
- ✓ Comparing the number of applicants that identify themselves as disabled with the disabled make-up of the market area. (see **Attachments 12 and 13** for information on the disabled population)
- ✓ Comparing the number of applicants from these groups that become tenants or convert to program beneficiaries and documenting reasons for a disparity.
- ✓ Consider performing a customer satisfaction survey of applicants (including those that were denied and those that became beneficiaries) about how they learned of the program, service or housing that you are offering, their perception of in-take procedures, etc. Do they have concerns or suggestions for improvements that you should implement?

- ✓ Have you received complaints about your marketing information or application/in-take procedures? Should you implement changes?
- ✓ Perform a self-assessment using the City of Boise's Affirmative Marketing Monitoring Guide (**Attachment 15**)

When recipients of HOME and CDBG funds make requests for reimbursement, they are required to report affirmative marketing activities. This helps to establish an important administrative record for the recipient in the case of a complaint or administrative review. It also keeps the City routinely informed about a recipient's efforts. As part of HUD's enhanced performance measurement requirements, the recipient prepares a narrative report at the completion of the project, in part, evaluating the effectiveness of its affirmative marketing.

MONITORING

In the course of determining program compliance, the City of Boise will perform comprehensive monitoring of the HOME and CDBG programs including a review of the recipient's affirmative marketing activities. The HOME and CDBG agreements with recipients and subrecipients include provisions covering affirmative marketing requirements.

An Affirmative Marketing Monitoring Guide is provided as **Attachment 13** to assist recipients and subrecipients in knowing what the City will monitor. The checklist should be used as a self-assessment tool, too.

Corrective Actions. The City of Boise has available a range of informal and formal corrective actions depending on the number and impact of non-compliances. These may include:

- ✓ Rejection of requests for reimbursement if the affirmative marketing plan has not been submitted or is not approved.
- ✓ Training, informal technical assistance, counseling and subsequent correction of the non-compliance.
- ✓ Rejection of requests for reimbursement if the recipient's affirmative marketing activities are inconsistent with the subrecipient's approved affirmative marketing plan and the severity and impact of the non-compliance warrants such action.
- ✓ Stepped-up monitoring reviews where non-compliances have been identified and findings have been made. Timeframes would be specified to bring the affirmative marketing activities into compliance.
- ✓ Referral to HUD for investigation.
- ✓ Declining to fund future applications for HOME or CDBG funding based on a pattern of non-compliant behavior or as a result of sanctions issued by HUD.

NOTE: For housing activities of five (5) or more units, HUD regulations, 24 CFR Part 108 also govern Compliance Procedures for Affirmative Fair Housing Marketing. While its provisions requiring submittals to HUD ***do not apply***, the provisions covering compliance, complaints and sanctions do apply. Pay particular attention to §108.25(c)

which specifies the kinds of records a recipient must retain. *This is a good guide for non-housing activities, too.*

INFORMING THE PUBLIC

The City of Boise will inform the public, potential tenants, and owners about program funding, fair housing laws, and its own affirmative marketing policies as follows:

- ✓ Publish the AMPPP for public comment prior to adopting it
- ✓ Publish the AMPPP to the City of Boise’s website
- ✓ Provide each HOME recipient with “Fair Housing for HOME Participants” available at Community Connections (www.comcon.org or 1-800-998-9999)
- ✓ Provide each HOME recipient and CDBG subrecipient with a copy of the AMPPP
- ✓ Promulgate a Boise Fair Housing Plan that will guide the City’s fair housing activities including those that inform the public about fair housing
- ✓ Market HOME and CDBG funding opportunities through public notices and to current recipients and partner entities listed in **Attachment 4** (which is updated periodically).

ATTACHMENT 1

GUIDE FOR DEVELOPING A NARRATIVE AFFIRMATIVE MARKETING PLAN

Each recipient of CDBG funding and recipients of CDBG and HOME funding is required to carry out an affirmative program to attract all segments of the eligible population (especially those groups designated as least likely to apply) and all minority and non-minority groups regardless of their race, color, religion, sex, national origin, disability, or familial status. Racial groups include White, Black or African American, American Indian or Alaska Native, Asian, Native Hawaiian or Other Pacific Islander. Other groups who may be subject to discrimination include, but are not limited to, Hispanic or Latino persons, persons with disabilities, and families with children. HOME and CDBG recipients shall describe in the Affirmative Marketing Plan the proposed activities to be carried out during the advance marketing and application period. The affirmative marketing program must ensure that any group(s) of persons ordinarily *not* likely to apply without special outreach know about the housing, program or service, and feel welcome to apply. This may include members of any of the groups listed above and those with limited English proficiency.

Below is a suggested format and guidance for preparing a narrative Affirmative Marketing Plan:

1. Identify your organization's name, its address and phone number.
2. Indicate the name of the housing, program, or service and include a brief description.

If the activity is housing, indicate if it is a shelter, transitional housing, residential care, tenant-based rental assistance, rental housing, or for-sale housing, whether it is elderly or non-elderly housing, and the number of units or beds, etc.
3. List the address(es) of the housing or where the service or program will be carried out.
4. Identify whether the housing, program or services is CDBG or HOME-funded (or both) and other sources of funding.
5. Indicate the service area or the market area (neighborhood, census tract(s), etc.) served by the housing, program or service. [Generally, this will be the City of Boise or a smaller unit or area within the City of Boise.]
6. Indicate which group(s) in the market area are least likely to apply for the housing, program, or service because of its location and other factors without special outreach (i.e. Hispanic or Latino, White, Black or African American, American Indian or Alaska Native, Asian, Hawaiian or Other Pacific Islander, Persons with Disabilities, Families with Children, and those with Limited English Proficiency).
7. Indicate how your housing, program, or service will be marketed through the use of commercial media (i.e. newspapers/publications or a general or targeted circulation, radio, TV, billboards, etc.), which group (see #6) is targeted through each media, and when or during what time period you will use this media.
8. Indicate how you will market the housing, program, or service through the use of brochures, signs, etc. Describe which group (see #6) is targeted through each media, and when or during what time period you will use this media. Brochures describing services may be displayed in the City of Boise's Division of Housing and Community Development, the office of the Boise City-Ada County Housing Authority, and at other agencies serving low- and moderate income persons.
9. Indicate other ways you will appropriately market the housing, program, or service. This may include, but not be limited to: websites, links from and to other websites, e-mails, 2-1-1 Care Line, newsletters, school newsletters, mailings to a targeted mailing list (attach it), publications and messages in languages other than English, information booths, presentations or information displayed in business, civic, government agencies, service organizations, immigrant assistance organizations, shelters, affordable housing providers, neighborhood associations, employers,

labor organizations, employment centers, schools, minority and women's organizations, disability advocates, faith-based and other groups serving or advocating for populations that may be least likely to apply. Describe which group (see #6) is targeted through each media, and when or during what time period you will use this media. (Be specific, e.g., which newspaper? How often?...quarterly/monthly?), etc.

10. Indicate the date of the last Section 504 Self-Assessment or when it will be prepared or scheduled for an update. Indicate if a Section 504 "transition plan" has been adopted and the date it was adopted. If you have 15 or more employees, indicate the name of the Section 504 Coordinator and attach a job description. Indicate Section 504 training requirements for staff and the physical and program accessibility aspects of the housing, program, or service. Indicate Section 504 information sources available to staff.

Indicate if you have posted the City of Boise (or equivalent) Section 504 poster/notice in an accessible location.

11. Indicate if you list your TTY number or the number for the Idaho Relay Service (7-1-1 or 800-377-3529) on printed materials, letterhead, etc. (or when you will) for people with hearing impairments. There is also an internet relay at: www.hamiltonrelay.com.

12. If you are a housing provider, indicate if you use the equal housing logo and caption on printed materials, letterhead, website, etc. (or when you will begin using the logo).



13. If this is a housing program and five (5) or more units are involved, indicate if you have posted the HUD Fair Housing Poster in English and Spanish in an accessible location (or when you will).

14. Indicate the date of the four-part language needs self-assessment or when it will be prepared or is scheduled for an update. Indicate if a Language Assistance Plan has been adopted and this date. Indicate Language Assistance Plan training requirements and information sources available to staff.

15. If this a housing activity (regardless of the number of units), indicate the instruction and training provided or to be provided to staff on the federal and state fair housing laws, accessibility requirements, reasonable accommodation requests, etc.

16. Indicate how you will evaluate the success of your affirmative marketing plan and on what schedule or for what reasons it will be updated and modified. [Compare racial/ethnic/disability data on applicants with Boise demographics, review the percentage of applicants that converted to beneficiaries in each racial, ethnic or disability category, look at patterns of complaints and review actions taken on requests for reasonable accommodation to participate in marketing activities, take surveys and review other feedback information from applicants and clients, etc. What is this information revealing? What changes or improvements in affirmative marketing are planned?]

17. The Affirmative Marketing Plan should be signed and dated by your executive director. Background documentation should include an approval action by the Board of Directors.

The City of Boise will monitor your affirmative marketing activities and may request modifications in the format, content, or implementation of the affirmative marketing plan (see Affirmative Marketing Monitoring Guide) based on that monitoring. HUD may also perform monitoring and reviews at a time and place of its choosing.

ATTACHMENT 2

Note to all applicants/respondents: This form was developed with Nuance, the official HUD software for the creation of HUD forms. HUD has made available instructions for downloading a free installation of a Nuance reader that allows the user to fill-in and save this form in Nuance. Please see <http://portal.hud.gov/hudportal/documents/huddoc?id=nuancereaderinstall.pdf> for the instructions. Using Nuance software is the only means of completing this form.

Affirmative Fair Housing Marketing Plan (AFHMP) - Multifamily Housing

**U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity**

OMB Approval No. 2529-0013
(exp. 8/31/2013)

1a. Project Name & Address (including City, County, State & Zip Code)	1b. Project Contract Number	1c. No. of Units
	1d. Census Tract	
	1e. Housing/Expanded Housing Market Area	

1f. Managing Agent Name, Address (including City, County, State & Zip Code), Telephone Number & Email Address

1g. Application/Owner/Developer Name, Address (including City, County, State & Zip Code), Telephone Number & Email Address

1h. Entity Responsible for Marketing (check all that apply)

Owner Agent Other (specify)

Position, Name (if known), Address (including City, County, State & Zip Code), Telephone Number & Email Address

1i. To whom should approval and other correspondence concerning this AFHMP be sent? Indicate Name, Address (including City, State & Zip Code), Telephone Number & E-Mail Address.

2a. Affirmative Fair Housing Marketing Plan

Plan Type

Date of the First Approved AFHMP:

Reason(s) for current update:

2b. HUD-Approved Occupancy of the Project (check all that apply)

Elderly

Family

Mixed (Elderly/Disabled)

Disabled

2c. Date of Initial Occupancy

2d. Advertising Start Date

Advertising must begin *at least* 90 days prior to initial or renewed occupancy for new construction and substantial rehabilitation projects.

Date advertising began or will begin

For existing projects, select below the reason advertising will be used:

To fill existing unit vacancies		
To place applicants on a waiting list	(which currently has	individuals)
To reopen a closed waiting list	(which currently has	individuals)

3a. Demographics of Project and Housing Market Area

Complete and submit Worksheet 1.

3b. Targeted Marketing Activity

Based on your completed Worksheet 1, indicate which demographic group(s) in the housing market area is/are *least* likely to apply for the housing without special outreach efforts. (check all that apply)

White	American Indian or Alaska Native	Asian	Black or African American
Native Hawaiian or Other Pacific Islander		Hispanic or Latino	Persons with Disabilities
Families with Children	Other ethnic group, religion, etc. (specify)		

4a. Residency Preference

Is the owner requesting a residency preference? If yes, complete questions 1 through 5.

If no, proceed to Block 4b.

(1) Type

(2) Is the residency preference area:

The same as the AFHMP housing/expanded housing market area as identified in Block 1e?

The same as the residency preference area of the local PHA in whose jurisdiction the project is located?

(3) What is the geographic area for the residency preference?

(4) What is the reason for having a residency preference?

(5) How do you plan to periodically evaluate your residency preference to ensure that it is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a)?

Complete and submit Worksheet 2 when requesting a residency preference (see also 24 CFR 5.655(c)(1)) for residency preference requirements. The requirements in 24 CFR 5.655(c)(1) will be used by HUD as guidelines for evaluating residency preferences consistent with the applicable HUD program requirements. See also HUD Occupancy Handbook (4350.3) Chapter 4, Section 4.6 for additional guidance on preferences.

4b. Proposed Marketing Activities: Community Contacts

Complete and submit Worksheet 3 to describe your use of community contacts to market the project to those least likely to apply.

4c. Proposed Marketing Activities: Methods of Advertising

Complete and submit Worksheet 4 to describe your proposed methods of advertising that will be used to market to those least likely to apply. Attach copies of advertisements, radio and television scripts, Internet advertisements, websites, and brochures, etc.

5a. Fair Housing Poster

The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Check below all locations where the Poster will be displayed.

Rental Office Real Estate Office Model Unit Other (specify)

5b. Affirmative Fair Housing Marketing Plan

The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check below all locations where the AFHMP will be made available.

Rental Office Real Estate Office Model Unit Other (specify)

5c. Project Site Sign

Project Site Signs, if any, must display in a conspicuous position the HUD approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Check below all locations where the Project Site Sign will be displayed. Please submit photos of Project signs.

Rental Office Real Estate Office Model Unit Entrance to Project Other (specify)

The size of the Project Site Sign will be x
The Equal Housing Opportunity logo or slogan or statement will be x

6. Evaluation of Marketing Activities

Explain the evaluation process you will use to determine whether your marketing activities have been successful in attracting individuals least likely to apply, how often you will make this determination, and how you will make decisions about future marketing based on the evaluation process.

7a. Marketing Staff

What staff positions are/will be responsible for affirmative marketing?

7b. Staff Training and Assessment: AFHMP

- (1) Has staff been trained on the AFHMP?
 - (2) Has staff been instructed in writing and orally on non-discrimination and fair housing policies as required by 24 CFR 200.620(c)?
 - (3) If yes, who provides instruction on the AFHMP and Fair Housing Act, and how frequently?

 - (4) Do you periodically assess staff skills on the use of the AFHMP and the application of the Fair Housing Act?
 - (5) If yes, how and how often?
-

7c. Tenant Selection Training/Staff

- (1) Has staff been trained on tenant selection in accordance with the project's occupancy policy, including any residency preferences?

 - (2) What staff positions are/will be responsible for tenant selection?
-

7d. Staff Instruction/Training:

Describe AFHM/Fair Housing Act staff training, already provided or to be provided, to whom it was/will be provided, content of training, and the dates of past and anticipated training. Please include copies of any AFHM/Fair Housing staff training materials.

8. Additional Considerations Is there anything else you would like to tell us about your AFHMP to help ensure that your program is marketed to those least likely to apply for housing in your project? Please attach additional sheets, as needed.

9. Review and Update

By signing this form, the applicant/respondent agrees to implement its AFHMP, and to review and update its AFHMP in accordance with the instructions to item 9 of this form in order to ensure continued compliance with HUD's Affirmative Fair Housing Marketing Regulations (see 24 CFR Part 200, Subpart M). I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (See 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Signature of person submitting this Plan & Date of Submission (mm/dd/yyyy)

Name (type or print)

Title & Name of Company

For HUD-Office of Housing Use Only	For HUD-Office of Fair Housing and Equal Opportunity Use Only	
Reviewing Official:	Approval	Disapproval
Signature & Date (mm/dd/yyyy)	Signature & Date (mm/dd/yyyy)	
Name (type or print)	Name (type or print)	
Title	Title	

Public reporting burden for this collection of information is estimated to average six (6) hours per initial response, and four (4) hours for updated plans, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget (OMB) control number.

Purpose of Form: All applicants for participation in FHA subsidized and unsubsidized multifamily housing programs with five or more units (see 24 CFR 200.615) must complete this Affirmative Fair Housing Marketing Plan (AFHMP) form as specified in 24 CFR 200.625, and in accordance with the requirements in 24 CFR 200.620. The purpose of this AFHMP is to help applicants offer equal housing opportunities regardless of race, color, national origin, religion, sex, familial status, or disability. The AFHMP helps owners/agents (respondents) effectively market the availability of housing opportunities to individuals of both minority and non-minority groups that are least likely to apply for occupancy. Affirmative fair housing marketing and planning should be part of all new construction, substantial rehabilitation, and existing project marketing and advertising activities.

An AFHM program, as specified in this Plan, shall be in effect for each multifamily project throughout the life of the mortgage (24 CFR 200.620(a)). The AFHMP, once approved by HUD, must be made available for public inspection at the sales or rental offices of the respondent (24 CFR 200.625) and may not be revised without HUD approval. This form contains no questions of a confidential nature.

Applicability: The form and worksheets must be completed and submitted by all FHA subsidized and unsubsidized multifamily housing program applicants.

INSTRUCTIONS:

Send completed form and worksheets to your local HUD Office, Attention: Director, Office of Housing

Part 1: Applicant/Respondent and Project

Identification. Blocks 1a, 1b, 1c, 1g, 1h, and 1i are self-explanatory.

Block 1d- Respondents may obtain the Census tract number from the U.S. Census Bureau (www.census.gov) when completing Worksheet One.

Block 1e- Respondents should identify both the housing market area and the expanded housing market area for their multifamily housing projects. Use abbreviations if necessary. A **housing market area** is the area from which a multifamily housing project owner/agent may reasonably expect to draw a substantial number of its tenants. This could be a county or Metropolitan Division. The U.S. Census Bureau provides a range of levels to draw from.

An **expanded housing market area** is a larger geographic area, such as a Metropolitan Division or a Metropolitan Statistical Area, which may provide additional demographic diversity in terms of race, color, national origin, religion, sex, familial status, or disability.

Block 1f- The applicant should complete this block only if a Managing Agent (the agent cannot be the applicant) is implementing the AFHMP.

Part 2: Type of AFHMP

Block 2a- Respondents should indicate the status of the AFHMP, i.e., initial or updated, as well as the date of the first approved AFHMP. Respondents should also provide the reason (s) for the current update, whether the update is based on the five-year review or due to significant changes in project or local demographics (See instructions for Part 9).

Block 2b- Respondents should identify all groups HUD has approved for occupancy in the subject project, in accordance with the contract, grant, etc.

Block 2c- Respondents should specify the date the project was/will be first occupied.

Block 2d- For new construction and substantial rehabilitation projects, advertising must begin at least 90 days prior to initial occupancy. In the case of existing projects, respondents should indicate whether the advertising will be used to fill existing vacancies, to place individuals on the project's waiting list, or to re-open a closed waiting list. Please indicate how many people are on the waiting list when advertising begins.

Part 3 Demographics and Marketing Area.

"Least likely to apply" means that there is an identifiable presence of a specific demographic group in the housing market area, but members of that group are not likely to apply for the housing without targeted outreach, including marketing materials in other languages for limited English proficient individuals, and alternative formats for persons with disabilities. Reasons for not applying may include, but are not limited to, insufficient information about housing opportunities, language barriers, or transportation impediments.

Block 3a - Using Worksheet 1, the respondent should indicate the demographic composition of the project's residents, current project applicant data, census tract, housing market area, and expanded housing market area. The applicable housing market area and expanded housing market area should be indicated in Block 1e. Compare groups within rows/across columns on Worksheet 1 to identify any under-represented group(s) relative to the surrounding housing market area and expanded housing market area, i.e., those group(s) "least likely to apply" for the housing without targeted outreach and marketing. If there is a particular group or subgroup with members of a protected class that has an identifiable presence in the housing market area, but is not included in Worksheet 1, please specify under "Other."

Respondents should use the most current demographic data from the U.S. Census or another official source such as a local government planning office. Please indicate the source of your data in Part 8 of this form.

Block 3b - Using the information from the completed Worksheet 1, respondents should identify the demographic group(s) least likely to apply for the housing without special outreach efforts by checking all that apply.

Part 4 - Marketing Program and Residency Preference (if any).

Block 4a - A residency preference is a preference for admission of persons who reside or work in a specified geographic area (see 24 CFR 5.655(c)(1)(ii)). Respondents should indicate whether a residency preference is being utilized, and if so, respondents should specify if it is new, revised, or continuing. If a respondent wishes to utilize a residency preference, it must state the preference area (and provide a map delineating the precise area) and state the reason for having such a preference. The respondent must ensure that the preference is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a) (see 24 CFR 5.655(c)(1)).

Respondents should use Worksheet 2 to show how the percentage of the eligible population living or working in the residency preference area compares to that of residents of the project, project applicant data, census tract, housing market area, and expanded housing market area. The percentages would be the same as shown on completed Worksheet 1.

Block 4b - Using Worksheet 3, respondents should describe their use of community contacts to help market the project to those least likely to apply. This table should include the name of a contact person, his/her address, telephone number, previous experience working with the target population(s), the approximate date contact was/will be initiated, and the specific role the community contact will play in assisting with affirmative fair housing marketing or outreach.

Block 4c - Using Worksheet 4, respondents should describe their proposed method(s) of advertising to market to those least likely to apply. This table should identify each media option, the reason for choosing this media, and the language of the advertisement. Alternative format(s) that will be used to reach persons with disabilities, and logo(s) that will appear on the various materials (as well as their size) should be described.

Please attach a copy of the advertising or marketing material.

Part 5 – Availability of the Fair Housing Poster, AFHMP, and Project Site Sign.

Block 5a - The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Respondents should indicate all locations where the Fair Housing Poster will be displayed.

Block 5b -The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check all of the locations where the AFHMP will be available.

Block 5c -The Project Site Sign must display in a conspicuous position the HUD-approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Respondents should indicate where the Project Site Sign will be displayed, as well as the size of the Sign and the size of the logo, slogan, or statement. **Please submit photographs of project site signs.**

Part 6 - Evaluation of Marketing Activities.

Respondents should explain the evaluation process to be used to determine if they have been successful in attracting those individuals identified as least likely to apply. Respondents should also explain how they will make decisions about future marketing activities based on the evaluations.

Part 7- Marketing Staff and Training.

Block 7a - Respondents should identify staff positions that are/will be responsible for affirmative marketing.

Block 7b - Respondents should indicate whether staff has been trained on the AFHMP and Fair Housing Act.

Please indicate who provides the training and how frequently. In addition, respondents should specify whether they periodically assess staff members' skills in using the AFHMP and in applying the Fair Housing Act. They should state how often they assess employee skills and how they conduct the assessment.

Block 7c - Respondents should indicate whether staff has been trained on tenant selection in accordance with the project's occupancy policy, including residency preferences (if any). Respondents should also identify those staff positions that are/will be responsible for tenant selection.

Block 7d - Respondents should include copies of any written materials related to staff training, and identify the dates of past and anticipated training.

Part 8 - Additional Considerations.

Respondents should describe their efforts not previously mentioned that were/are planned to attract those individuals least likely to apply for the subject housing.

Part 9 - Review and Update.

By signing the respondent assumes responsibility for implementing the AFHMP. Respondents must review their AFHMP every five years or when the local Community Development jurisdiction's Consolidated Plan is updated, or when there are significant changes in the demographics of the project or the local housing market area. When reviewing the plan, the respondent should consider the current demographics of the housing market area to determine if there have been demographic changes in the population in terms of race, color, national origin, religion, sex, familial status, or disability. The respondent will then determine if the population least likely to apply for the housing is still the population identified in the AFHMP, whether the advertising and publicity cited in the current AFHMP are still appropriate, or whether advertising sources should be modified or expanded. Even if the demographics of the housing market area have not changed, the respondent should determine if the outreach currently being performed is reaching those it is intended to reach as measured by project occupancy and applicant data. If not, the AFHMP should be updated. The revised AFHMP must be submitted to HUD for approval. HUD may review whether the affirmative marketing is actually being performed in accordance with the AFHMP. If based on their review, respondents determine the AFHMP does not need to be revised, they should maintain a file documenting what was reviewed, what was found as a result of the review, and why no changes were required. HUD may review this documentation.

Notification of Intent to Begin Marketing.

No later than 90 days prior to the initiation of rental marketing activities, the respondent must submit notification of intent to begin marketing. The notification is required by the AFHMP Compliance Regulations (24 CFR 108.15). The Notification is submitted to the Office of Housing in the HUD Office servicing the locality in which the proposed housing will be located. Upon receipt of the Notification of Intent to Begin Marketing from the applicant, the monitoring office will review any previously approved plan and may schedule a pre-occupancy conference. Such conference will be held prior to initiation of sales/rental marketing activities. At this conference, the previously approved AFHMP will be reviewed with the applicant to determine if the plan, and/or its proposed implementation, requires modification prior to initiation of marketing in order to achieve the objectives of the AFHM regulation and the plan.

OMB approval of the AFHMP includes approval of this notification procedure as part of the AFHMP. The burden hours for such notification are included in the total designated for this AFHMP form.

**Worksheet 1: Determining Demographic Groups Least Likely to Apply for Housing Opportunities
(See AFHMP, Block 3b)**

In the respective columns below, indicate the percentage of demographic groups among the project’s residents, current project applicant data, census tract, housing market area, and expanded housing market area (See instructions to Block 1e). If you are a new construction or substantial rehabilitation project and do not have residents or project applicant data, only report information for census tract, housing market area, and expanded market area. The purpose of this information is to identify any under-representation of certain demographic groups in terms of race, color, national origin, religion, sex, familial status, or disability. If there is significant under-representation of any demographic group among project residents or current applicants in relation to the housing/expanded housing market area, then targeted outreach and marketing should be directed towards these individuals least likely to apply. Please indicate under-represented groups in Block 3b of the AFHMP. **Please attach maps showing both the housing market area and the expanded housing market area.**

Instructions: For demographic data from the 2010 Census, please see <http://factfinder2.census.gov/main.html>. To find data by Census Tract, County, Metropolitan Statistical Area (MSA), or other level:

1. Click “Geographies” on the left.
2. Click the “Address” Tab and enter the address of the project and then click “GO”.
(*To create a map of the area click the “Maps” tab*)
3. Select the level of interest (Census Tract, County, MSA, or other) and then close the “Select Geographies” box.
(Do NOT select more than one level at a time)
4. Click the first “Profile of General Population and Housing Characteristics: 2010” also known as DP-1.
(Refer to the “Race” section “Total Population” subsection for breakdown of demographic characteristics)
5. Record the information in Worksheet 1 for that level, click “Back to Search” in the top left corner, then click “Clear all Selections” in the “Selections” Box in the top left corner.
6. Start process again to retrieve the next level of data (County, MSA, or other).

To collect information about the percentage of persons with disabilities repeat above steps 1 through 3 to select your level of interest (Census Tract, County, MSA, etc.) then:

1. Click “Topics” on the left.
2. Click “People”.
3. Click “Disability” and then click the “Disability” link directly beneath it.
4. **For Census Tract-** Select the first “Disability Status by Sex: 2000” or QT-P21. Please note that the most recent information for census tract is from 2000. In this section report percent with a disability for both sexes for population 5 years and over.
For County or MSA- Select the first “Selected Social Characteristics in the United States” or DP02 and report the percent of the total civilian noninstitutionalized population with a disability.
5. Record the information in Worksheet 1 and then click “Back to Search” in the top left corner, then click the “X” next to the level in the “Your Selections” box, but **KEEP** “DISABILITY” as a selection.
6. Repeat for next level of data (County, MSA, or other).

Demographic Characteristics	Project’s Residents	Project’s Applicant Data	Census Tract	Housing Market Area	Expanded Housing Market Area
% White					
% Black or African American					
% Hispanic or Latino					
% Asian					
% American Indian or Alaskan Native					
% Native Hawaiian or Pacific Islander					
% Persons with Disabilities					
% Families with Children under the age of 18					
Other (specify)					

Worksheet 2: Establishing a Residency Preference Area (See AFHMP, Block 4a)

Complete this Worksheet if you wish to continue, revise, or add a residency preference, which is a preference for admission of persons who reside or work in a specified geographic area (see 24 CFR 5.655(c)(1)(ii)). If a residency preference is utilized, the preference must be in accordance with the non-discrimination and equal opportunity requirements contained in 24 CFR 5.105(a). This Worksheet will help show how the percentage of the population in the residency preference area compares to the demographics of the project's residents, applicant data, census tract, housing market area, and expanded housing market area. **Please attach a map clearly delineating the residency preference geographical area.**

Demographic Characteristics	Project's Residents (as determined in Worksheet 1)	Project's Applicant Data (as determined in Worksheet 1)	Census Tract (as determined in Worksheet 1)	Housing Market Area (as determined in Worksheet 1)	Expanded Housing Market Area (as determined in Worksheet 1)	Residency Preference Area (if applicable)
% White						
% Black or African American						
% Hispanic or Latino						
% Asian						
% American Indian or Alaskan Native						
% Native Hawaiian or Pacific Islander						
% Persons with Disabilities						
% Families with Children under the age of 18						
Other (specify)						

Worksheet 3: Proposed Marketing Activities –Community Contacts (See AFHMP, Block 4b)

For each targeted marketing population designated as least likely to apply in Block 3b, identify at least one community contact organization you will use to facilitate outreach to the particular population group. This could be a social service agency, religious body, advocacy group, community center, etc. State the names of contact persons, their addresses, their telephone numbers, their previous experience working with the target population, the approximate date contact was/will be initiated, and the specific role they will play in assisting with the affirmative fair housing marketing. Please attach additional pages if necessary.

Targeted Population(s)	Community Contact(s), including required information noted above.

Worksheet 4: Proposed Marketing Activities – Methods of Advertising (See AFHMP, Block 4c)

Complete the following table by identifying your targeted marketing population(s), as indicated in Block 3b, as well as the methods of advertising that will be used to market to that population. For each targeted population, state the means of advertising that you will use as applicable to that group and the reason for choosing this media. In each block, in addition to specifying the media that will be used (e.g., name of newspaper, television station, website, location of bulletin board, etc.) state any language(s) in which the material will be provided, identify any alternative format(s) to be used (e.g. Braille, large print, etc.), and specify the logo(s) (as well as size) that will appear on the various materials. Attach additional pages, if necessary, for further explanation. Please attach a copy of the advertising or marketing material.

Targeted Population(s)→ Methods of Advertising ↓	Targeted Population:	Targeted Population:	Targeted Population:
Newspaper(s)			
Radio Station(s)			
TV Station(s)			
Electronic Media			
Bulletin Boards			
Brochures, Notices, Flyers			
Other (specify)			

ATTACHMENT 3



**EQUAL HOUSING
OPPORTUNITY**

**We Do Business in Accordance With the Federal Fair
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is illegal to Discriminate Against Any Person
Because of Race, Color, Religion, Sex,
Handicap, Familial Status, or National Origin**

- In the sale or rental of housing or residential lots
- In the provision of real estate brokerage services
- In advertising the sale or rental of housing
- In the appraisal of housing
- In the financing of housing
- Blockbusting is also illegal

Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination:

1-800-669-9777 (Toll Free)
1-800-927-9275 (TTY)

**U.S. Department of Housing and
Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410**



IGUALDAD DE OPORTUNIDAD EN LA VIVIENDA

Conducimos nuestros negocios de acuerdo a la Ley Federal de Vivienda Justa

(Acta de enmiendas de 1988 de la Ley Federal de Vivienda Justa)

Es ilegal discriminar contra cualquier persona por razon de su raza, color, religion, sexo, incapacidad fisica o mental, la presencia de niños menores de 18 años o de mujer embarazada en su familia o su origen nacional

■ En la venta o renta de vivienda y terrenos residenciales

■ En los anuncios de venta o renta de vivienda

■ En la financiamiento de vivienda

■ Amenazar o interferir con la persona para que no registre su queja

■ En los servicios de corretaje que prestan vendedores de vivienda

■ En la valoracion de vivienda

■ Tambien es ilegal forzarle a vender o rentar su vivienda diciendole que gente de otra raza, religion o grupo etnico se estan mudando en su vecindario

Cualquier persona que sienta que fue discriminada debe de enviar su queja de discriminacion:

1-800-669-9777 (llamada gratis)
1-800-927-9275 (TDD llamada gratis)

U.S.Department of Housing
and Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410

ATTACHMENT 4

Program Name	Address Line 1	Address 2	City	State	Zip
Ada County Association of Realtors	9550 W Bethel Ct		Boise	ID	83709
Ada County Highway District	Sabrina Bowman Funding Facilitator	3775 Adams St	Garden City	ID	83714
Ada County Human Rights Task Force	7200 Barrister		Boise	ID	83704
Ada County Indigent Services	200 W Front St	Rm 3131	Boise	ID	83702
Ada County Welfare	200 W Front St		Boise	ID	83702
Ada County Work Release Center	7255 Barrister Dr		Boise	ID	83712
Agape Christian Worship Center	1001 S Orchard Street		Boise	ID	83705
Agape in Action	PO Box 140223		Boise	ID	83714-0223
Agency for New Americans	1614 W Jefferson		Boise	ID	83702
Alcoholics Anonymous/Treasure Valley Central Office	1111 S Orchard St	Ste 180	Boise	ID	83705-1938
Alcoholism Intervention Services, Boise	8436 Fairview Ave	Ste D	Boise	ID	83704
All Together Now, Inc	1111 S Orchard St	#650	Boise	ID	83702
A.L.P.H.A.	213 N 10th Street		Boise	ID	83702
American Civil Liberties of Idaho	PO Box 1897		Boise	ID	83701-1897
American Institute of Architects	1674 W Hill Road		Boise	ID	83702
Assistance League of Boise	5825 Glenwood		Boise	ID	83714
Association of ID Cities	3100 S Vista Ave		Boise	ID	83705
Association of Retarded Citizens	4402 Albion		Boise	ID	83705
Autism Society of America-Treasure Valley Chapter	7842 Rainbow Place		Nampa	ID	83687
Big Brothers-Big Sisters of SouthWest Idaho, Inc.	2404 Bank Dr		Boise	ID	83705
Boise Chamber of Commerce	250 S 5 St		Boise	ID	83702
Boise City-Ada County Housing Authority	1276 W River St	Ste 300	Boise	ID	83702
Boise Learning Center	8530 Targee		Boise	ID	83709
Boise Metro Economic Dev. Council	250 S 5 St		Boise	ID	83702
Boise Neighborhood Housing Service	1401 Shoreline Dr		Boise	ID	83702
Boise School District 01: Homeless Liason	8169 W Victory Rd		Boise	ID	83709-4164
Boise Senior Center	690 Robbins Rd		Boise	ID	83702
Boise State University Cultural Center	1910 University Dr	MS 1335	Boise	ID	83725
Boise Valley Habitat for Humanity	PO Box 6571		Boise	ID	83707
BSU Disabled Student Services	1910 University Dr	MS 1375	Boise	ID	83725
Building Contractors Association of SW Idaho	6206 Discovery Way		Boise	ID	83713
Calvary Chapel - Boise	123 Auto Dr		Boise	ID	83709
Capital City Development Corporation	121 N 9th Street, Suite 501		Boise	ID	83702
Catholic Charities of ID	4202 W Emerald		Boise	ID	83706
Central District Health Department	707 N Armstrong Place		Boise	ID	83704
Chrysalis - Womens Transitional Living	PO Box 7494		Boise	ID	83707
Chrysalis Women's Transition Living of Idaho	PO Box 7494		Boise	ID	83707
Church of Christ	2000 Eldorado		Boise	ID	83709
City of Boise	Office of the Mayor - Economic Dev	PO Box 500	Boise	ID	83701
City of Boise	Planning & Development	PO Box 500	Boise	ID	83701
City of Boise	Parks & Recreation	PO Box 500	Boise	ID	83701
City of Garden City	Development Services Division	6015 Glenwood Street	Garden City	ID	83714-1347
City of Boise	Senior Center	690 W Robbins Road	Boise	ID	83702

Program Name	Address Line 1	Address 2	City	State	Zip
City of Meridian	Community Development	33 E Broadway Ave	Meridian	ID	83642
City of Nampa	Community Development	411 3rd Street South	Nampa	ID	83651
City Light Home for Women and Children	1415 W Jefferson St		Boise	ID	83702
CO-AD Inc	4477 Emerald	Ste B100	Boise	ID	83706
Coldwell Banker Aspen Realty	6933 Emerald Ave		Boise	ID	83704
Commission on Hispanic Affairs	304 N 8th Street	Ste 236	Boise	ID	83720
Common Ground	1161 W River Street	Ste 250	Boise	ID	83702
Community Ministries Center	3000 Esquire Dr		Boise	ID	83701
Community Action Partnerships of Idaho	3076 N Five Mile Rd		Boise	ID	83713
Community Work Release Center	23660 Old Penintentiary Rd		Boise	ID	83712
COMPASS (Community Planning Associates of Southwest ID)	800 S Industry Way	Ste 100	Meridian	ID	83642
Comprehensive Advocacy, Inc. (Co-Ad, Inc)	4477 Emerald St	Ste B100	Boise	ID	83706
Corpus Christi House Inc.	525 Americana Blvd		Boise	ID	83702
Court Assistance Offices	Ada County Courthouse	200 W Front St	Boise	ID	83720-7300
Debt Reduction Services	6213 N Cloverdale		Boise	ID	83713
Dept of Health & Welfare- Family & Children Services	1720 Westgate Dr	Ste D	Boise	ID	83704
Dept of Health & Welfare- Mental Health Services	1720 Westgate Dr		Boise	ID	83704
Dept of Veteran Affairs	VA Medical Center	500 W Fort St	Boise	ID	83702-4598
Deseret Industries, Boise	10740 Fairview Ave		Boise	ID	83713
Developmental Concepts, Inc.	8100 W Emerald		Boise	ID	83704
Dorothy Day Place	Attn Ellen Piper	2612 Edson	Boise	ID	83705
Drug Free Idaho, Inc	PO Box 500		Boise	ID	83701-500
Eagle Senior Citizen Center	312 E State St		Eagle	ID	83616
Easter Seal Goodwill of Boise	1465 S Vinnell Way		Boise	ID	83709
El-Ada Community Action Agency	355 North Orchard		Boise	ID	83707
Elder Transitions	1174 Palace lane		Boise	ID	83704
Epilepsy Foundation of Idaho	310 W Idaho St		Boise	ID	83702
FACES	417 S 6 St		Boise	ID	83702
Faith in Action of Boise	PO Box 1516		Boise	ID	83701
Family Advocacy Center & Education Services	417 S 6 St		Boise	ID	83702
Family Advocate Program	Attn Families First Pat Stevens	3010 W State	Boise	ID	83703
Family Practice Residency, HIV Services Clinic	777 N Raymond St		Boise	ID	83704
Fannie Mae	205 N 10 St	Ste 200	Boise	ID	83702
First Bible Missionary Church	182 Oakhurst Way		Boise	ID	83702
First Presbyterian Church of Boise	950 W State St		Boise	ID	83702
Fresh Start Inc.	Attn Ebin Barnett	4000 N Cole Rd	Boise	ID	83704-5832
Friends of Children and Families	4709 W Camas St		Boise	ID	83706
Friendship Clinic	704 S Latah		Boise	ID	83714
Garden City Community Clinic (GCCC)	215 W 35 St		Boise	ID	83614
Garden City Senior Center	3858 Reed		Garden City	ID	83702
Giraffe Laugh	1191 W Grand Ave		Boise	ID	83702
Giraffe Laugh, Inc	901 Resseque St		Boise	ID	83704

Program Name	Address Line 1	Address 2	City	State	Zip
Goodwill Industries - Easter Seal Society	1465 S Vinnell Way		Boise	ID	83709
Hays Shelter Home	7221 West Poplar St		Boise	ID	83705
Home Finders Rental Service	3302 Overland Rd		Boise	ID	83702
Idaho Office for Refugees	1607 W Jefferson St		Boise	ID	83702-5111
Housing & Community Development	Attn Julie Bryson	1025 S Capitol Blvd	Boise	ID	83712
HUD	800 Park Blvd	Plaza IV Ste 220	Boise	ID	83712-7743
Human Supports of Idaho	7161 Potomac Dr		Boise	ID	83701
ID Bankers Association	PO Box 638		Boise	ID	83720-0026
ID Care Line	1720 Westgate Dr	Ste A	Boise	ID	83702
ID Commission for the Blind and Visually Impaired	341 W Washington St		Boise	ID	83706
ID Commission on Aging	341 W Washington St	FL 3	Boise	ID	83702
ID Community Action Network (ICAN)	3450 Hill Rd		Boise	ID	83704
ID Council for the Deaf and Hard of Hearing	1720 Westgate Dr	Ste A Rm 134	Boise	ID	83720-0093
ID Dept. of Commerce	PO Box 83720	700 W 8 St	Boise	ID	83720
ID Dept of Labor	219 West Main Street		Boise	ID	83735
ID Division of Veterans Services	Office of Veterans Advocacy	805 W Franklin St	Boise	ID	83720
ID Division of Vocational Rehabilitation (IDVR)	650 W State St		Boise	ID	83704
ID Energy Division	PO Box 83720		Boise	ID	83720-0098
ID Food Bank	3562 S TK Ave		Boise	ID	83707-1899
ID Commission on Human Rights	317 West Main Street		Boise	ID	83735-0660
ID Housing Hotline	PO Box 7899		Boise	ID	83720
ID Human Rights Education Center	777 S 8 St		Boise	ID	83702
ID Korean Association	PO Box 8756		Boise	ID	83707
ID Industrial Commission	PO Box 83720		Boise	ID	83720
ID Legal Aid Services, Inc.	310 N 5 St		Boise	ID	83642
ID Migrant Council, Inc	317 Happy Day Blvd	Ste 250	Caldwell	ID	83707-1899
ID Mortgage Bankers Association	Attn Susan Semba	PO Box 7899	Boise	ID	83702
ID Property Rental & Manager's Assoc	PO Box 15393		Boise	ID	83725-1860
ID Radar Network Center	1910 University Dr	MS 1860	Boise	ID	83725
ID Seniors News	PO Box 44508		Boise	ID	83720
ID SBDC	1910 University Dr		Boise	ID	83702
ID Society of Professional Engineers	PO Box 170239		Boise	ID	83717-0239
ID State Independent Living Council (SILC)	PO Box 83720		Boise	ID	83720-9601
ID Task Force on Americans with Disabilities Act	816 W Bannock	Suite 203	Boise	ID	83702
ID Volunteer Lawyer Program	PO Box 895		Boise	ID	83701
ID Women's Network	301 Ruby Street		Boise	ID	83705-5941
Idaho Coalition Against Sexual & Domestic Violence	300 E Mallard Dr	#130	Boise	ID	83705
Idaho Commission on Hispanic Affairs	304 N 8	#236	Boise	ID	83720-0001
Idaho Inclusiveness Coalition	PO Box 6134		Boise	ID	83707
Idaho State Council on Developmental Disabilities	700 W State St		Boise	ID	83702
Idaho State Developmental Disabilities Bureau	1720 Westgate Dr		Boise	ID	83706
Idaho Statesman	1200 N Curtis Rd		Boise	ID	83702
Idaho Youth Ranch	5465 W Irving Street		Boise	ID	83706

Program Name	Address Line 1	Address 2	City	State	Zip
Idaho Youth Ranch - Boise Thrift Store	1417 W Main		Boise	ID	83707-1899
IHFA Housing Information & Referral Center (HIRC)	PO Box 7899		Boise	ID	83705
Interfaith Sanctuary Housing Services	PO Box 9334		Boise	ID	83707-9334
Intermountain Fair Housing Council	350 N 9th St	M200	Boise	ID	83704
Intermountain Hospital	303 N Allumbaugh		Boise	ID	83725
International Rescue Committee	7188 W Potomac Drive		Boise	ID	83704-9147
Intertribal Native Council at BSU	1910 University Dr	MS 1335	Boise	ID	83725
IPUL-Idaho Parents Unlimited	Education and Resource Center	1878 West Overland Rd	Boise	ID	83705
Islamic Center	2719 Stewart Avenue		Boise	ID	83706
Jesse Tree of Idaho	1025 S Capitol Blvd		Boise	ID	83706
Job Corps - Boise Admissions Office	2323 S Vista	Suite 203	Boise	ID	83705
Journal Broadcast Group	5257 Fairview Ave	#260	Boise	ID	83706
KBCI - Channel 2	140 N 16 St		Boise	ID	83702
KBOI - AM Radio	1419 W Bannock		Boise	ID	83687
Keller Williams Realty	1065 S Allante		Boise	ID	83709
KIVI - 6 On Your Side	1866 E Chisholm Dr		Nampa	ID	83687
KNIN - TV Channel 9	1866 E Chisholm Dr		Nampa	ID	83687
KTVB - Channel 7	PO Box 7		Boise	ID	83707
KTVR - Fox 12	1 Sixth St N		Nampa	ID	83637
Kuna School District 03; Homeless Liason	1450 Boise St		Kuna	ID	83637
Kuna Senior Citizens Center	299 Ave B		Kuna	ID	83634
KWEI Spanish Radio	1156 N Orchard		Boise	ID	83712
Learning Lab, Inc. - Boise Public Library	715 S Capitol Blvd	#403	Boise	ID	83705
Living Independence Network Coalition	1878 W Overland Rd		Boise	ID	83705
META	1607 W Jefferson		Boise	ID	83702
Meridian School District 02; Homeless Liason	1720 W Pine St		Meridian	ID	83702
Momentum Group	1161 W River Street	Suite 220	Boise	ID	83702
Mountain States Group Housing Advocacy	1607 W Jefferson		Boise	ID	83702
Mountain States Group, Inc.-Mental Health	1607 W Jefferson St		Boise	ID	83702
Multiple Sclerosis Society	6901 W Emerald St	Ste 207	Boise	ID	83704-8660
NAACP	PO Box 8436		Boise	ID	83704
National Alliance for the Mentally Ill-Boise Chapter	4696 Overland Rd	Ste 250	Boise	ID	83706
Native American Coalition of Boise	6301 Kirkwood		Boise	ID	83706
Natl. Assoc. Of Professional Mortgage Women	Attn Susan Semba	565 W Myrtle	Boise	ID	83704
New Heights Christian Fellowship	9950 W Ustick		Boise	ID	83702
Northview Family Worship Center	7540 Northview Blvd		Boise	ID	83705
NWRECC	210 West Mallard Drive		Boise	ID	83706
Obsessive Compulsive Disorder	4948 Kootenai	Ste 104	Boise	ID	83713
Operation Love Center, Boise	11824 Fairview Ave		Boise	ID	83725
Organization of Students of African Descent of BSU	1910 University Dr	MS 1335	Boise	ID	83725
Park Lane Management Co	817 W Franklin Street		Boise	ID	83702
Pure Word Ministries	123 Auto Dr		Boise	ID	83709
Recovery Inc.	100 Franklin Park Dr		Boise	ID	83707

Program Name	Address Line 1	Address 2	City	State	Zip
River of Life	575 S 13		Boise	ID	83714
S W Idaho Agency On Aging	125 E 50 St		Garden City	ID	83705
Sacred Heart Catholic Church	811 S Latah		Boise	ID	83702
Sage Community Resources	125 E 50 St		Garden City	ID	83714
Salvation Army Canteen	1617 N 24 St		Boise	ID	83703
Salvation Army, Boise	4308 W State St		Boise	ID	99202
Senior Living Strategies	Attn Shannon Wood	4111 E Mission Ave	Spokane	WA	83703
Senior Solutions - Senior Programs Boise Ada Cty	3010 W State St	Ste 120	Boise	ID	83702
Serenity Women's Transitional Living of Idaho	2501 W State St		Boise	ID	83704
Sheriff's Department - Ada County	7200 Barrister		Boise	ID	83702
SHIP - Supportive Housing and Innovative Partnerships	1423 W Grove St		Boise	ID	83707
SL Start & Associates	10118 W Overland Rd		Boise	ID	83709
Sonshine Family Health Clinic, LLC	2308 N Cole Rd	Ste H	Boise	ID	83706
St Alphonsus Hospital	1055 N Curtis Rd		Boise	ID	83704
St Alphonsus Behavioral Health	131 N Allumbaugh		Boise	ID	83712
St Lukes Dept of Social Work	190 E Bannock St		Boise	ID	83704
St. Mark's Food Bank, Boise	7960 Northview		Boise	ID	83702-2243
St. Mary's Catholic Church - Boise	2612 W State Street		Boise	ID	83714
St. Vincent De Paul Society, Boise	6464 W State St		Boise	ID	83706
Sustainable Futures	5238 W. Chinden Blvd		Boise	ID	83714
St. Vincent De Paul, Boise Thrift Store - Broadway Ave	2110 S Broadway Ave		Boise	ID	83713
The Community Center, Inc.	PO Box 9205		Boise	ID	83707
Teen Challenge of Idaho	11826 Fairview Ave		Boise	ID	83687
Terry Reilly Health Services	PO Box 9		Nampa	ID	83653-0009
Terry Reilly Health Services	848 La Cassia Dr		Boise	ID	83705
The ARC	4402 Albion Street		Boise	ID	83705
Thomas Development Co.	413 West Idaho St	Ste 200	Boise	ID	83702
Tomlinson & Associates	205 N 10 St	Ste 200	Boise	ID	83642
Tomorrows Hope Development Center	1624 Meridian Rd		Meridian	ID	83702
Tomorrows Hope Inc	1655 W Fairview Ave		Boise	ID	83702
United Way of Treasure Valley	2340 S Vista Avenue		Boise	ID	83705
United Cerebral Palsy of Idaho	5420 W Franklin Rd	Ste A	Boise	ID	83706
University Christian Church	1801 W University Dr		Boise	ID	83706-3020
University of Idaho	Cooperative Extension System	5880 Glenwood	Boise	ID	83714
USDA Rural Development - State Office	9173 W Barnes	Ste A1	Boise	ID	83642
Valley Ride	830 N Main St	Ste 230	Meridian	ID	83642
Valley Transit Corporate Office	830 N Main	Ste 230	Meridian	ID	83702-5560
Veterans Affairs - Boise Regional Office	444 W Fort Street		Boise	ID	83702-4500
Vineyard, The	4950 N Bradley		Boise	ID	83714
Vocational Rehabilitation	10200 W Emerald St	Ste 101	Boise	ID	83729
Washington Group Foundation, Inc.	PO Box 73	720 Park Blvd	Boise	ID	83729
Western Idaho POW WOW Association, Inc.	PO Box 15510		Boise	ID	83706
Wilson Architectural	4961 Bradley	Ste A	Garden City	ID	83642

Program Name	Address Line 1	Address 2	City	State	Zip
Women's and Children's Alliance Crisis Center	720 W Washington		Boise	ID	83704
World Relief	6702 Fairview Ave		Boise	ID	83702
YMCA	1050 W State St		Boise	ID	83701
Neighborhood Housing Services, Inc.	PO Box 8223		Boise	ID	83702
Children's Home Society of Idaho	740 Warm Springs Avenue		Boise	ID	83712-6420
Saint Alphonsus Foundation	1055 N Curtis Rd		Boise	ID	83716
Mercy Housing of Idaho	540 N Eagle Road	#117	Eagle	ID	83616

ATTACHMENT 5

From 2000 Census Table P19--Language Spoken at Home by ability to Speak English

	Ada County, Idaho		Boise City, Idaho		Boise MSA	
TOTAL POPULATION:	300,904		185,937		397,421	
SPANISH						
5 to 17 years:						
Speak Spanish:	1,833		1,078		7,220	
Speak English "not well"	316		233		1026	
Speak English "not at all"	39		27		235	
18 to 64 years:						
Speak Spanish:	8,031		4,553		20,773	
Speak English "not well"	1,181		666		3802	
Speak English "not at all"	446		184		2412	
65 years and over:						
Speak Spanish:	427		357		941	
Speak English "not well"	35		29		125	
Speak English "not at all"	4		0		121	
Total Speaking Spanish	10,291	3.42%	5,988	3.22%	28,934	7.28%
Total Speaking English not well or not at all	2,021	0.67%	1,139	0.61%	7,721	1.94%
INDO-EUROPEAN						
5 to 17 years:						
Speak other Indo-European languages:	1,217		921		1531	
Speak English "not well"	187		121		197	
Speak English "not at all"	0		0		0	
18 to 64 years:						
Speak other Indo-European languages:	5,045		3,672		5,956	
Speak English "not well"	856		725		908	
Speak English "not at all"	72		57		72	
65 years and over:						
Speak other Indo-European languages:	700		479		870	
Speak English "not well"	134		108		137	
Speak English "not at all"	42		16		49	
Total Speaking Indo-European Languages	6,962	2.31%	5,072	2.73%	8,357	2.10%
Total Speaking English not well or not at all	1,291	0.43%	1,027	0.55%	1,363	0.34%

ASIAN AND PACIFIC						
5 to 17 years:						
Speak Asian and Pacific Island languages:	479		416		607	
Speak English "not well"	34		26		34	
Speak English "not at all"	0		0		0	
18 to 64 years:						
Speak Asian and Pacific Island languages:	2,793		1,946		3,447	
Speak English "not well"	463		336		561	
Speak English "not at all"	110		81		122	
65 years and over:						
Speak Asian and Pacific Island languages:	165		125		217	
Speak English "not well"	24		24		38	
Speak English "not at all"	16		10		16	
Total Speaking Asian and Pacific Languages	3,437	1.14%	2,487	1.34%	4,271	1.07%
Total Speaking English not well or not at all	647	0.22%	477	0.26%	771	0.19%
OTHER						
5 to 17 years:						
Speak other languages:	174		127		210	
Speak English "not well"	15		15		15	
Speak English "not at all"	9		9		9	
18 to 64 years:						
Speak other languages:	699		569		817	
Speak English "not well"	26		20		26	
Speak English "not at all"	12		12		12	
65 years and over:						
Speak other languages:	223		168		265	
Speak English "not well"	4		4		4	
Speak English "not at all"	9		0		9	
Total Speaking Other Languages	1,096	0.36%	864	0.46%	1292	0.33%
Total Speaking English not well or not at all	75	0.02%	60	0.03%	75	0.02%

ATTACHMENT 6

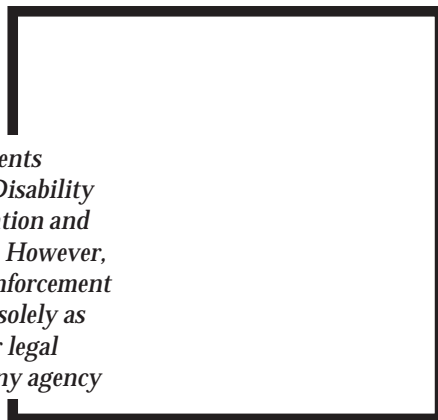
Checklist for Existing Facilities version 2.1

ADA TITLE III COMPLIANCE MATERIALS

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The Americans with Disabilities Act Checklist for Readily Achievable Barrier Removal

August 1995

Checklist for Existing Facilities version 2.1

Introduction

Title III of the **Americans with Disabilities Act** requires public accommodations to provide goods and services to people with disabilities on an equal basis with the rest of the general public. The goal is to afford every individual the opportunity to benefit from our country's businesses and services, and to afford our businesses and services the opportunity to benefit from the patronage of all Americans.

The regulations require that architectural and communication barriers that are structural must be removed in public areas of **existing facilities** when their removal is **readily achievable**—in other words, easily accomplished and able to be carried out without much difficulty or expense. **Public accommodations** that must meet the barrier removal requirement include a broad range of establishments (both for-profit and nonprofit)—such as hotels, restaurants, theaters, museums, retail stores, private schools, banks, doctors' offices, and other places that serve the public. People who own, lease, lease out, or operate places of public accommodation in existing buildings are responsible for complying with the barrier removal requirement.

The removal of barriers can often be achieved by making simple changes to the physical environment. However, the regulations do not define exactly how much effort and expense are required for a facility to meet its obligation. This judgment must be made on a case-by-case basis, taking into consideration such factors as the size, type, and overall financial resources of the facility, and the nature and cost of the access improvements needed. These factors are described in more detail in the ADA regulations issued by the Department of Justice.

The process of determining what changes are readily achievable is not a one-time effort; access should be re-evaluated annually. Barrier removal that might be difficult to carry out now may be readily achievable later. Tax incentives are available to help absorb costs over several years.

Purpose of This Checklist

This checklist will help you identify accessibility problems and solutions in existing facilities in order to meet your obligations under the ADA.

The goal of the survey process is to plan how to make an existing facility more usable for people with disabilities. The Department of Justice (DOJ) recommends the development of an Implementation Plan, specifying what improvements you will make to remove barriers and when each solution will be carried out: "...Such a plan...could serve as evidence of a good faith effort to comply...."

Technical Requirements

This checklist details some of the requirements found in the ADA Standards for Accessible Design (Standards). The ADA Accessibility Guidelines (ADAAG), when adopted by DOJ, became the Standards. The Standards are part of the Department of Justice Title III Regulations, 28 CFR Part 36 (*Nondiscrimination on the basis of disability... Final Rule*). Section 36.304 of this regulation, which covers barrier removal, should be reviewed before this survey is conducted.

However, keep in mind that full compliance with the Standards is required only for new construction and alterations. The requirements are presented here as a guide to help you determine what may be readily achievable barrier removal for existing facilities. The Standards should be followed for all barrier removal unless doing so is not readily achievable. If complying with the Standards is not readily achievable, you may undertake a modification that does not fully comply, as long as it poses no health or safety risk.

In addition to the technical specifications, each item has a scoping provision, which can be found under Section 4.1 in the Standards. This section clarifies when access is required and what the exceptions may be.

Each state has its own regulations regarding accessibility. To ensure compliance with all codes, know your state and local codes and use the more stringent technical requirement for every modification you make; that is, the requirement that provides greater access for individuals with disabilities. The barrier removal requirement for existing facilities is new under the ADA and supersedes less stringent local or state codes.

What This Checklist is Not

This checklist does not cover all of the requirements of the Standards; therefore, it is **not** for facilities undergoing new construction or alterations. In addition, it does not attempt to illustrate all possible barriers or propose all possible barrier removal solutions. The Standards should be consulted for guidance in situations not covered here.

The Title III regulation covers more than barrier removal, but this checklist does **not** cover Title III's requirements for nondiscriminatory policies and practices and for the provision of auxiliary communication aids and services. The communication features covered are those that are **structural** in nature.

Priorities

This checklist is based on the four priorities recommended by the Title III regulations for planning readily achievable barrier removal projects:

Priority 1: Accessible **approach and entrance**

Priority 2: Access to **goods and services**

Priority 3: Access to **rest rooms**

Priority 4: Any **other measures** necessary

Note that the references to ADAAG throughout the checklist refer to the Standards for Accessible Design.

How to Use This Checklist

✓ **Get Organized:** Establish a time frame for completing the survey. Determine how many copies of the checklist you will need to survey the whole facility. Decide who will conduct the survey. It is strongly recommended that you invite two or three additional people, including people with various disabilities and accessibility expertise, to assist in identifying barriers, developing solutions for removing these barriers, and setting priorities for implementing improvements.

✓ **Obtain Floor Plans:** It is very helpful to have the building floor plans with you while you survey. If plans are not available, use graph paper to sketch the layout of all interior and exterior spaces used by your organization. Make notes on the sketch or plan while you are surveying.

✓ **Conduct the Survey:** Bring copies of this checklist, a clipboard, a pencil or pen, and a flexible steel

tape measure. With three people surveying, one person numbers key items on the floor plan to match with the field notes, taken by a second person, while the third takes measurements. **Be sure to record all dimensions!** As a reminder, questions that require a dimension to be measured and recorded are marked with the ruler symbol. Think about each space from the perspective of people with physical, hearing, visual, and cognitive disabilities, noting areas that need improvement.

✓ **Summarize Barriers and Solutions:** List barriers found and ideas for their removal. Consider the solutions listed beside each question, and add your own ideas. Consult with building contractors and equipment suppliers to estimate the costs for making the proposed modifications.

✓ **Make Decisions and Set Priorities:** Review the summary with decision makers and advisors. Decide which solutions will best eliminate barriers at a reasonable cost. Prioritize the items you decide upon and make a timeline for carrying them out. Where the removal of barriers is not readily achievable, you must consider whether there are **alternative methods** for providing access that are readily achievable.

✓ **Maintain Documentation:** Keep your survey, notes, summary, record of work completed, and plans for alternative methods on file.

✓ **Make Changes:** Implement changes as planned. Always refer directly to the Standards and your state and local codes for complete technical requirements before making any access improvement. References to the applicable sections of the Standards are listed at the beginning of each group of questions. If you need help understanding the federal, state, or local requirements, contact your Disability and Business Technical Assistance Center.

✓ **Follow Up:** Review your Implementation Plan each year to re-evaluate whether more improvements have become readily achievable.

To obtain a copy of the Title III regulations and the Standards or other technical information, call the U.S. Dept. of Justice ADA Information Line at (800) 514-0301 Voice, (202) 514-0381 TDD, or (800) 514-0383 TDD. For questions about ADAAG, contact the Architectural and Transportation Barriers Compliance Board at (800) USA-ABLE.

Priority

1 Accessible Approach/Entrance

People with disabilities should be able to arrive on the site, approach the building, and enter as freely as everyone else. At least one route of travel should be safe and accessible for everyone, including people with disabilities.

Route of Travel (ADAAG 4.3, 4.4, 4.5, 4.7)

Is there a route of travel that does not require the use of stairs?


Yes No

- Add a ramp if the route of travel is interrupted by stairs.
- Add an alternative route on level ground.


Is the route of travel stable, firm and slip-resistant?


- Repair uneven paving.
- Fill small bumps and breaks with beveled patches.
- Replace gravel with hard top.

 Is the route at least 36 inches wide?


 width

- Change or move landscaping, furnishings, or other features that narrow the route of travel.
- Widen route.

 Can all objects protruding into the circulation paths be detected by a person with a visual disability using a cane?


 distance from wall/
 height

- Move or remove protruding objects.
- Add a cane-detectable base that extends to the ground.
- Place a cane-detectable object on the ground underneath as a warning barrier.


In order to be detected using a cane, an object must be within 27 inches of the ground. Objects hanging or mounted overhead must be higher than 80 inches to provide clear head room. It is not necessary to remove objects that protrude less than 4 inches from the wall.

Do curbs on the route have curb cuts at drives, parking, and drop-offs?

- Install curb cut.
- Add small ramp up to curb.

Ramps (ADAAG 4.8)

 Are the slopes of ramps no greater than 1:12?


 slope

Slope is given as a ratio of the height to the length. 1:12 means for every 12 inches along the base of the ramp, the height increases one inch. For a 1:12 maximum slope, **at least** one foot of ramp length is needed for each inch of height.

- Lengthen ramp to decrease slope.
- Relocate ramp.
- If available space is limited, reconfigure ramp to include switchbacks.

QUESTIONS


POSSIBLE SOLUTIONS

Ramps, continued

Do all ramps longer than 6 feet have railings on both sides?

Yes No

Add railings.

 Are railings sturdy, and between 34 and 38 inches high?

height

Adjust height of railing if not between 30 and 38 inches.
 Secure handrails in fixtures.

 Is the width between railings or curbs at least 36 inches?

width

Relocate the railings.
 Widen the ramp.


Are ramps non-slip?

Add non-slip surface material.

 Is there a 5-foot-long level landing at every 30-foot horizontal length of ramp, at the top and bottom of ramps and at switchbacks?

length


Remodel or relocate ramp.

 Does the ramp rise no more than 30 inches between landings?

rise

Remodel or relocate ramp.

Parking and Drop-Off Areas (ADAAG 4.6)


 Are an adequate number of accessible parking spaces available (8 feet wide for car plus 5-foot access aisle)? For guidance in determining the appropriate number to designate, the table below gives the ADAAG requirements for new construction and alterations (for lots with more than 100 spaces, refer to ADAAG):

Total spaces	Accessible
1 to 25	1 space
26 to 50	2 spaces
51 to 75	3 spaces
76 to 100	4 spaces

number of accessible spaces

Note widths of existing accessible spaces:

Reconfigure a reasonable number of spaces by repainting stripes.

 Are 8-foot-wide spaces, with minimum 8-foot-wide access aisles, and 98 inches of vertical clearance, available for lift-equipped vans?

width/
vertical clearance

Reconfigure to provide van-accessible space(s).

At least one of every 8 accessible spaces must be van-accessible (with a minimum of one van-accessible space in all cases).

QUESTIONS

POSSIBLE SOLUTIONS

Parking and Drop-Off Areas, continued

Are the access aisles part of the accessible route to the accessible entrance?

Yes No

Are the accessible spaces closest to the accessible entrance?

Are accessible spaces marked with the International Symbol of Accessibility? Are there signs reading "Van Accessible" at van spaces?

Is there an enforcement procedure to ensure that accessible parking is used only by those who need it?

- Add curb ramps.
- Reconstruct sidewalk.
- Reconfigure spaces.
- Add signs, placed so that they are not obstructed by cars.
- Implement a policy to check periodically for violators and report them to the proper authorities.

Entrance (ADAAG 4.13, 4.14, 4.5)


If there are stairs at the main entrance, is there also a ramp or lift, or is there an alternative accessible entrance?


Do not use a service entrance as the accessible entrance unless there is no other option.

Do all inaccessible entrances have signs indicating the location of the nearest accessible entrance?

Can the alternate accessible entrance be used independently?


- If it is not possible to make the main entrance accessible, create a dignified alternate accessible entrance. If parking is provided, make sure there is accessible parking near all accessible entrances.
- Install signs before inaccessible entrances so that people do not have to retrace the approach.
- Eliminate as much as possible the need for assistance—to answer a doorbell, to operate a lift, or to put down a temporary ramp, for example.

 Does the entrance door have at least 32 inches clear opening (for a double door, at least one 32-inch leaf)?


 clear opening

- Widen the door to 32 inches clear.
- If technically infeasible, widen to 31-3/8 inches minimum.
- Install offset (swing-clear) hinges.

 Is there at least 18 inches of clear wall space on the pull side of the door, next to the handle?


 clear space

A person using a wheelchair or crutches needs this space to get close enough to open the door.

- Remove or relocate furnishings, partitions, or other obstructions.
- Move door.
- Add power-assisted or automatic door opener.

QUESTIONS

POSSIBLE SOLUTIONS

Entrance, continued

 Is the threshold edge 1/4-inch high or less, or if beveled edge, no more than 3/4-inch high?

Yes No

height

- If there is a single step with a rise of 6 inches or less, add a short ramp.
- If there is a threshold greater than 3/4-inch high, remove it or modify it to be a ramp.


 If provided, are carpeting or mats a maximum of 1/2-inch high?

height

- Replace or remove mats.

Are edges securely installed to minimize tripping hazards?


- Secure carpeting or mats at edges.

 Is the door handle no higher than 48 inches and operable with a closed fist?

height

- Lower handle.
- Replace inaccessible knob with a lever or loop handle.
- Retrofit with an add-on lever extension.


The “closed fist” test for handles and controls: Try opening the door or operating the control using only one hand, held in a fist. If you can do it, so can a person who has limited use of his or her hands.

 Can doors be opened without too much force (exterior doors reserved; maximum is 5 lbf for interior doors)?

force

- Adjust the door closers and oil the hinges.
- Install power-assisted or automatic door openers.
- Install lighter doors.

You can use an inexpensive force meter or a fish scale to measure the force required to open a door. Attach the hook end to the doorknob or handle. Pull on the ring end until the door opens, and read off the amount of force required. If you do not have a force meter or a fish scale, you will need to judge subjectively whether the door is easy enough to open.

 If the door has a closer, does it take at least 3 seconds to close?

seconds

- Adjust door closer.

Priority

2 Access to Goods and Services

Ideally, the layout of the building should allow people with disabilities to obtain materials or services without assistance.

Yes No


Horizontal Circulation (ADAAG 4.3)


Does the accessible entrance provide direct access to the main floor, lobby, or elevator?

- Add ramps or lifts.
- Make another entrance accessible.

Are all public spaces on an accessible route of travel?


- Provide access to all public spaces along an accessible route of travel.

 Is the accessible route to all public spaces at least 36 inches wide?


 width

- Move furnishings such as tables, chairs, display racks, vending machines, and counters to make more room.


 Is there a 5-foot circle or a T-shaped space for a person using a wheelchair to reverse direction?


 width


- Rearrange furnishings, displays, and equipment.


Doors (ADAAG 4.13)

 Do doors into public spaces have at least a 32-inch clear opening?


 clear opening


- Install offset (swing-clear) hinges.
- Widen doors.

 On the pull side of doors, next to the handle, is there at least 18 inches of clear wall space so that a person using a wheelchair or crutches can get near to open the door?


 clear space


- Reverse the door swing if it is safe to do so.
- Move or remove obstructing partitions.

 Can doors be opened without too much force (5 lbf maximum for interior doors)?



 force


- Adjust or replace closers.
- Install lighter doors.
- Install power-assisted or automatic door openers.

 Are door handles 48 inches high or less and operable with a closed fist?


 height

- Lower handles.
- Replace inaccessible knobs or latches with lever or loop handles.
- Retrofit with add-on levers.
- Install power-assisted or automatic door openers.

 Are all threshold edges 1/4-inch high or less, or if beveled edge, no more than 3/4-inch high?


 height

- If there is a threshold greater than 3/4-inch high, remove it or modify it to be a ramp.
- If between 1/4- and 3/4-inch high, add bevels to both sides.

QUESTIONS

POSSIBLE SOLUTIONS

Rooms and Spaces (ADAAG 4.2, 4.4, 4.5)



Are all aisles and pathways to materials and services at least 36 inches wide?

Yes No

width

Rearrange furnishings and fixtures to clear aisles.



Is there a 5-foot circle or T-shaped space for turning a wheelchair completely?

width

Rearrange furnishings to clear more room.

Is carpeting low-pile, tightly woven, and securely attached along edges?

Secure edges on all sides.
 Replace carpeting.



In circulation paths through public areas, are all obstacles cane-detectable (located within 27 inches of the floor or higher than 80 inches, or protruding less than 4 inches from the wall)?

height/
 protrusion

Remove obstacles.
 Install furnishings, planters, or other cane-detectable barriers underneath.

Emergency Egress (ADAAG 4.28)

If emergency systems are provided, do they have both flashing lights and audible signals?

Install visible and audible alarms.
 Provide portable devices.

Signage for Goods and Services (ADAAG 4.30)

Different requirements apply to different types of signs.



If provided, do signs and room numbers designating permanent rooms and spaces where goods and services are provided comply with the appropriate requirements for such signage?

Provide signs that have raised letters, Grade II Braille, and that meet all other requirements for permanent room or space signage. (See ADAAG 4.1.3(16) and 4.30.)

• Signs mounted with centerline 60 inches from floor.

Y N

 height

• Mounted on wall adjacent to latch side of door, or as close as possible.

• Raised characters, sized between 5/8 and 2 inches high, with high contrast (for room numbers, rest rooms, exits).

character height

• Brailled text of the same information.

• If pictogram is used, it must be accompanied by raised characters and braille.

QUESTIONS


POSSIBLE SOLUTIONS

Directional and Informational Signage

The following questions apply to directional and informational signs that fall under Priority 2.

Yes No

 If mounted above 80 inches, do they have letters at least 3 inches high, with high contrast, and non-glare finish?



 letter height


Review requirements and replace signs as needed, meeting the requirements for character size, contrast, and finish.

Do directional and informational signs comply with legibility requirements? (Building directories or temporary signs need not comply.)

Review requirements and replace signs as needed.

Controls (ADAAG 4.27)

 Are all controls that are available for use by the public (including electrical, mechanical, cabinet, game, and self-service controls) located at an accessible height?


 height


Relocate controls.


Reach ranges: The maximum height for a side reach is 54 inches; for a forward reach, 48 inches. The minimum reachable height is 15 inches for a front approach and 9 inches for a side approach.

Are they operable with a closed fist?

Replace controls.

Seats, Tables, and Counters (ADAAG 4.2, 4.32, 7.2)

 Are the aisles between fixed seating (other than assembly area seating) at least 36 inches wide?


 width


Rearrange chairs or tables to provide 36-inch aisles.

Are the spaces for wheelchair seating distributed throughout?


Rearrange tables to allow room for wheelchairs in seating areas throughout the area.


Remove some fixed seating.

 Are the tops of tables or counters between 28 and 34 inches high?


 height

Lower part or all of high surface.
 Provide auxiliary table or counter.

 Are knee spaces at accessible tables at least 27 inches high, 30 inches wide, and 19 inches deep?


 height/
 width/
 depth

Replace or raise tables.

QUESTIONS

POSSIBLE SOLUTIONS

Seats, Tables, and Counters, continued



At each type of cashier counter, is there a portion of the main counter that is no more than 36 inches high?

Yes No

height

- Provide a lower auxiliary counter or folding shelf.
- Arrange the counter and surrounding furnishings to create a space to hand items back and forth.



Is there a portion of food-ordering counters that is no more than 36 inches high, or is there space at the side for passing items to customers who have difficulty reaching over a high counter?

height

- Lower section of counter.
- Arrange the counter and surrounding furnishings to create a space to pass items.

Vertical Circulation (ADAAG 4.1.3(5), 4.3)

Are there ramps, lifts, or elevators to all public levels?

- Install ramps or lifts.
- Modify a service elevator.
- Relocate goods or services to an accessible area.

On each level, if there are stairs between the entrance and/or elevator and essential public areas, is there an accessible alternate route?

- Post clear signs directing people along an accessible route to ramps, lifts, or elevators.

Stairs (ADAAG 4.9)

The following questions apply to stairs connecting levels *not* serviced by an elevator, ramp, or lift.

Do treads have a non-slip surface?

- Add non-slip surface to treads.

Do stairs have continuous rails on both sides, with extensions beyond the top and bottom stairs?

- Add or replace handrails if possible within existing floor plan.

Elevators (ADAAG 4.10)

Are there both visible and verbal or audible door opening/closing and floor indicators (one tone = up, two tones = down)?

- Install visible and verbal or audible signals.



Are the call buttons in the hallway no higher than 42 inches?

height

- Lower call buttons.
- Provide a permanently attached reach stick.

Do the controls inside the cab have raised and braille lettering?

- Install raised lettering and braille next to buttons.

QUESTIONS

POSSIBLE SOLUTIONS

Elevators, continued

Is there a sign on both door jambs at every floor identifying the floor in raised and braille letters?


Yes No


If an emergency intercom is provided, is it usable without voice communication?

Is the emergency intercom identified by braille and raised letters?


Lifts (ADAAG 4.2, 4.11)

Can the lift be used without assistance? If not, is a call button provided?

 Is there at least 30 by 48 inches of clear space for a person in a wheelchair to approach to reach the controls and use the lift?


 clear space

 Are controls between 15 and 48 inches high (up to 54 inches if a side approach is possible)?


 height

- Install tactile signs to identify floor numbers, at a height of 60 inches from floor.
- Modify communication system.
- Add tactile identification.
- At each stopping level, post clear instructions for use of the lift.
- Provide a call button.
- Rearrange furnishings and equipment to clear more space.
- Move controls.

Priority

③ Usability of Rest Rooms

When rest rooms are open to the public, they should be accessible to people with disabilities.

Getting to the Rest Rooms (ADAAG 4.1)

If rest rooms are available to the public, is at least one rest room (either one for each sex, or unisex) fully accessible?

Are there signs at inaccessible rest rooms that give directions to accessible ones?

- Reconfigure rest room.
- Combine rest rooms to create one unisex accessible rest room.
- Install accessible signs.

Doorways and Passages (ADAAG 4.2, 4.13, 4.30)

Is there tactile signage identifying rest rooms?

Mount signs on the wall, on the latch side of the door, complying with the requirements for permanent signage.

- Add accessible signage, placed to the side of the door, 60 inches to centerline (not on the door itself).

QUESTIONS

POSSIBLE SOLUTIONS


Doorways and Passages, continued

Are pictograms or symbols used to identify rest rooms, and, if used, are raised characters and braille included below them?


Yes No


- If symbols are used, add supplementary verbal signage with raised characters and braille below pictogram symbol.

 Is the doorway at least 32 inches clear?


 clear width


- Install offset (swing-clear) hinges.
- Widen the doorway.

 Are doors equipped with accessible handles (operable with a closed fist), 48 inches high or less?



 height


- Lower handles.
- Replace knobs or latches with lever or loop handles.
- Add lever extensions.
- Install power-assisted or automatic door openers.

 Can doors be opened easily (5 lbf maximum force)?


 force


- Adjust or replace closers.
- Install lighter doors.
- Install power-assisted or automatic door openers.


 Does the entry configuration provide adequate maneuvering space for a person using a wheelchair?


 clear width

- Rearrange furnishings such as chairs and trash cans.
- Remove inner door if there is a vestibule with two doors.
- Move or remove obstructing partitions.

A person in a wheelchair needs 36 inches of clear width for forward movement, and a 5-foot diameter or T-shaped clear space to make turns. A minimum distance of 48 inches clear of the door swing is needed between the two doors of an entry vestibule.

 Is there a 36-inch-wide path to all fixtures?



 width


- Remove obstructions.

Stalls (ADAAG 4.17)

Is the stall door operable with a closed fist, inside and out?

- Replace inaccessible knobs with lever or loop handles.
- Add lever extensions.

 Is there a wheelchair-accessible stall that has an area of at least 5 feet by 5 feet, clear of the door swing, OR is there a stall that is less accessible but that provides greater access than a typical stall (either 36 by 69 inches or 48 by 69 inches)?


 length/
width

- Move or remove partitions.
- Reverse the door swing if it is safe to do so.

QUESTIONS

POSSIBLE SOLUTIONS

Stalls, continued

In the accessible stall, are there grab bars behind and on the side wall nearest to the toilet?

Yes No

Add grab bars.

 Is the toilet seat 17 to 19 inches high?

Add raised seat.

height

Lavatories (ADAAG 4.19, 4.24)

 Does one lavatory have a 30-inch-wide by 48-inch-deep clear space in front?

- Rearrange furnishings.
- Replace lavatory.
- Remove or alter cabinetry to provide space underneath.
- Make sure hot pipes are covered.
- Move a partition or wall.


A maximum of 19 inches of the required depth may be under the lavatory.

clear space

 Is the lavatory rim no higher than 34 inches?

Adjust or replace lavatory.

height

 Is there at least 29 inches from the floor to the bottom of the lavatory apron (excluding pipes)?

Adjust or replace lavatory.

height

Can the faucet be operated with one closed fist?

Replace with paddle handles.

Are soap and other dispensers and hand dryers within reach ranges (see page 7) and usable with one closed fist?

- Lower dispensers.
- Replace with or provide additional accessible dispensers.

 Is the mirror mounted with the bottom edge of the reflecting surface 40 inches high or lower?

- Lower or tilt down the mirror.
- Add a larger mirror anywhere in the room.

height


Priority

4 Additional Access

Note that this priority is for items not required for basic access in the first three priorities.

When amenities such as drinking fountains and public telephones are provided, they should also be accessible to people with disabilities.

Drinking Fountains (ADAAG 4.15)

 Is there at least one fountain with clear floor space of at least 30 by 48 inches in front?


Clear more room by rearranging or removing furnishings.

clear space

QUESTIONS

POSSIBLE SOLUTIONS


Drinking Fountains, continued

 Is there one fountain with its spout no higher than 36 inches from the ground, and another with a standard height spout (or a single "hi-lo" fountain)?

Yes No

height

Are controls mounted on the front or on the side near the front edge, and operable with one closed fist?

 Is each water fountain cane-detectable (located within 27 inches of the floor or protruding into the circulation space less than 4 inches from the wall)?

height/
 protrusion


Provide cup dispensers for fountains with spouts that are too high.

Provide accessible cooler.

Replace the controls.

Place a planter or other cane-detectable barrier on each side at floor level.


Telephones (ADAAG4.31)

 If pay or public use phones are provided, is there clear floor space of at least 30 by 48 inches in front of at least one?

clear space

Move furnishings.

Replace booth with open station.

 Is the highest operable part of the phone no higher than 48 inches (up to 54 inches if a side approach is possible)?

height

Lower telephone.

 Does the phone protrude no more than 4 inches into the circulation space?

protrusion

Place a cane-detectable barrier on each side at floor level.

Does the phone have push-button controls?

Contact phone company to install push-buttons.

Is the phone hearing-aid compatible?

Have phone replaced with a hearing-aid compatible one.

Is the phone adapted with volume control?

Have volume control added.

Is the phone with volume control identified with appropriate signage?

Add signage.

If there are four or more public phones in the building, is one of the phones equipped with a text telephone (TT or TDD)?

Install a text telephone.
 Have a portable TT available.
 Provide a shelf and outlet next to phone.

Is the location of the text telephone identified by accessible signage bearing the International TDD Symbol?

Add signage.

ATTACHMENT 9

SECTION 504 -- Transition Plan Self-Assessment Worksheets Guidance

Compliance with Section 504 is required for federally-assisted activities (including housing) and the facilities in which these activities occur. *The use of these worksheets is optional, however, actions taken to comply with Section 504 should be documented. A “Section 504 Coordinator” should be designated, and responsible to coordinate the assessments and complete the worksheets. Determinations of Undue Burden, in particular, should be supported. Section 504 self-assessments should be performed on a schedule (perhaps every few years) and staff training should be addressed. The worksheets function better if used in an electronic format.*

Worksheet 1 - SUMMARY OF INACCESSIBLE FEATURES

This worksheet summarizes information on barriers identified in the survey of each facility and helps you analyze the impact on accessibility of the facility and program. A “survey elements” guide list is provided.

Any architectural element that varies from ADAAG or UFAS standards should be listed in the second column headed “Description of barriers”. [ADAAG = ADA Accessibility Guideline; UFAS = Uniform Federal Accessibility Standard]

Enter the applicable provision of the ADAAG or UFAS standard in the third column. In the fourth column, enter the impact of the barrier using the 1-4 scale. Identify if this is a structural or non-structural barrier in the fifth column.

NOTE: It is easier to identify safety hazards, such as an object protruding into the path of travel, or major barriers, such as the lack of an accessible entrance, than it is to decide what level of impact a barrier has. People with disabilities bring a user perspective which can be helpful in assessing the impact and in developing descriptions of impact of a barrier.

Worksheet 2 – SUMMARY OF NON-STRUCTURAL MODIFICATIONS TO BE MADE

This worksheet relates to the information summarized in Worksheet 1. The purpose of this worksheet is to determine which barriers can be removed by non-structural methods. Barriers that must be removed through architectural modifications will be listed in Worksheets 3 or 4. The worksheet assists in tracking completion.

Organize the barrier information by program, displaying all of the facilities where the program is provided. With this information, decisions can be made about specific facilities where barriers must be addressed to provide access to the program.

In the first column, enter the facility where the program takes place. In the second column, enter the barriers identified as having an impact of 1-3 from Worksheet 1 (items with a negligible impact may be omitted).

In the third column, indicate if the non-structural solution will be implemented. Nonstructural solutions include relocation to another location, bringing the program to the individual, providing adaptive equipment, providing additional staff, assigning new roles to staff, etc.

Worksheet 3 – SUMMARY OF STRUCTURAL MODIFICATIONS TO BE MADE – BUILDINGS AND SITES

Indicate each facility, listing all architectural barriers to be removed, descriptions of modifications, cost estimates, and anticipated completion dates. The worksheet assists in tracking completion. It may be helpful to attach building floor plans and site plans indicating barrier locations.

Worksheet 4 – BARRIERS THAT WILL NOT BE REMOVED -- UNDUE BURDEN

Determinations that programs or facilities cannot be made accessible without creating undue burden or fundamentally altering the program should be supported and documented. Adopted policies and procedures should reflect the “work-arounds” (or, how you intend to provide a more reasonable accommodation) you have devised. Staff should be trained annually on “work-arounds” and new staff oriented to them.

SECTION 504 Self-Assessment Worksheets--Optional

WORKSHEET 1 - SUMMARY OF INACCESSIBLE FEATURES

Date: _____ Organization Name: _____
 Program Name: _____
 Facility Location(s): _____

1 = safety haz'd
 2 = major barrier
 3 = mod. barrier
 4 = minor impact
 S = Structural
 NS = Non-Structural

Possible survey elements (listed as a reminder only):	Description of Barriers	ADAAG or UFAS	Impact	S or NS
ACCESSIBLE ENTRY Path of travel Ramps Parking and drop-off areas Entrance Emergency egress Signage Other				
ACCESS TO PROGRAMS Horizontal circulation Doors Rooms and spaces Controls Seats, tables, counters Vertical circulation Stairs Elevators Lifts Signage Consult people w/disability Marketing info/mat'l location Auxiliary aids-Policy and Stmt City of Boise §504/ADA poster Equal housing logo use TTY/TDD Idaho Relay Service # on business cards, brochures, etc. Other				
ACCESS TO RESTROOMS Path of travel Doorways and passages Stalls Lavatories Signage Other				
OTHER ELEMENTS Drinking fountains Telephones Alarms Other				

SECTION 504 Self-Assessment Worksheets--Optional

WORKSHEET 2 –SUMMARY OF NON-STRUCTURAL MODIFICATIONS TO BE MADE

Location(s) where program occurs	List non-structural barriers (from worksheet #1)	Detail non-structural solutions (use worksheet #3 for structural solutions)	Scheduled completion mm/yy	Complete Y or N

SECTION 504 Self-Assessment Worksheets--Optional

WORKSHEET 3 – SUMMARY OF STRUCTURAL MODIFICATIONS TO BE MADE– Buildings and sites (attach plans)

Facility	Description of structural changes	Cost estimate	Implementation schedule		Complete Y or N
			Start mm/yy	Complete mm/yy	

SECTION 504 Self-Assessment Worksheets--Optional

WORKSHEET 4 – BARRIERS THAT WILL NOT BE REMOVED -- UNDUE BURDEN

Facility	Description of structural or program changes that are <u>not</u> proposed to be modified	Cost Estimate	Explanation of undue burden and steps to be taken in lieu of barrier removal

ATTACHMENT :



Special Attention of:

Notice: CPD-05-09

All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All HOME Coordinators
All HOME Participating Jurisdictions
All CDBG Grantees
All FHEO Field Directors

Issued: November 3, 2005
Expires: November 3, 2006

SUBJECT: Accessibility Notice: Section 504 of the Rehabilitation Act of 1973 and The Fair Housing Act and their applicability to housing programs funded by the HOME Investment Partnerships Program and the Community Development Block Grant Program

I. PURPOSE

The purpose of this Notice is to remind recipients of Federal funds for the HOME Investment Partnerships Program (HOME) or the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, the Fair Housing Act, and HUD's implementing Regulations (24 CFR Parts 8 and 100, respectively), which prohibit discrimination based on disability and establish requirements for program accessibility and physical accessibility in connection with housing programs. This Notice describes key compliance elements for housing assisted under the HOME and CDBG programs. However, recipients should review the specific provisions of the Fair Housing Act, Section 504, and their respective regulations in order to assure that their programs are administered in full compliance. Note that with respect to Section 504, this Notice does not address the applicability of Section 504's physical accessibility requirements to homeownership programs financed with HOME/CDBG assistance.

The Notice also recommends that recipients conduct updated self evaluations as a useful tool for enhancing efforts to comply with accessibility requirements in HOME/CDBG programs, as well as to document those efforts.

Applicability

This Notice applies to new construction and rehabilitation of housing under the HOME and CDBG programs. Each primary recipient of Federal funds from the HOME or CDBG program is responsible for providing this notice to each organization or other entity participating in the construction or rehabilitation of projects receiving such funding and for establishing policies and

practices that it will use to monitor compliance of all covered programs, activities, or work performed by subrecipients, contractors, subcontractors, management agents, etc.

Distribution: W-3-1

II. SECTION 504 OF THE REHABILITATION ACT OF 1973

Background

The HOME and CDBG programs, through State and local governments, provide assistance that may be used for the construction or rehabilitation of affordable housing. HOME and CDBG funds may be used to construct or rehabilitate rental housing, to rehabilitate owner-occupied housing, and to finance homeownership programs.

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination against persons with disabilities in the operation of programs receiving Federal financial assistance. HUD regulations implementing Section 504 contain accessibility requirements for new construction and rehabilitation of housing as well as requirements for ensuring that the programs themselves are operated in a manner that is accessible to and usable by persons with disabilities (see 24 CFR Part 8).

For the purposes of this Notice, the references to multifamily housing projects covered by Section 504 only apply to multifamily rental housing projects.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a state or its political subdivision, any public or private agency, institution, organization, or other entity, or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance (24 CFR 8.3).

A family that will receive CDBG or HOME funds for the rehabilitation of an owner-occupied unit is not subject to the requirements of Part 8, since it is the ultimate beneficiary of the funds.

New construction

HUD regulations implementing Section 504 at 24 CFR 8.22(a) require that new construction of multifamily projects be designed and constructed to be readily accessible to and usable by persons with disabilities. Multifamily housing projects are defined at 24 CFR 8.3 as "projects containing five or more dwelling units." Both the individual units and the common areas in the building must be accessible.

For new construction of multifamily rental projects, a minimum of 5 percent of the dwelling units in the project (but not less than one unit) must be accessible to individuals with mobility impairments. An additional 2 percent of the dwelling units (but at a minimum, not less than one unit) must be accessible to individuals with sensory impairments (i.e., hearing or vision impairments) unless HUD prescribes a higher number pursuant to 24 CFR 8.22(c).

Rehabilitation

Substantial alterations - Section 504 requires that if alterations are undertaken to a housing project that has 15 or more units, and the rehabilitation costs will be 75 percent or more of the replacement cost of the completed facility, then such developments are considered to have undergone "substantial alterations" (24 CFR 8.23 (a)). For substantial alterations of multifamily

rental housing, the accessibility requirements contained in 24 CFR 8.22 must be followed -- a minimum of 5 percent of the dwelling units in the project (but not less than one unit) must be accessible to individuals with mobility impairments, and an additional 2 percent, at a minimum (but not less than one unit), must be accessible to individuals with sensory impairments.

Other alterations -- When **other alterations** that do not meet the regulatory definition of substantial alterations are undertaken in multifamily rental housing projects of any size, these alterations must, to the maximum extent feasible, make the dwelling units accessible to and usable by individuals with disabilities, until a minimum of 5 percent of the dwelling units (but not less than one unit) are accessible to people with mobility impairments, unless HUD prescribes a higher number pursuant to 24 CFR 8.23(b)(2). If alterations of single elements or spaces of a dwelling unit, when considered together, amount to an alteration of a dwelling unit, then the entire dwelling unit shall be made accessible. For this category of rehabilitation the additional 2 percent of the dwelling units requirement for individuals with sensory impairments does not apply. Alterations to common spaces must, to the maximum extent feasible, make those areas accessible. A recipient is not required to make a dwelling unit, common area, facility or element accessible, if doing so would impose undue financial and administrative burdens on the operation of the multifamily housing project (24 CFR 8.23(b)). Therefore, with regards to covered alterations, recipients are only required to provide access up to the point of being an undue financial and administrative burden.

Accessibility Standards

Dwelling units designed and constructed in accordance with the Uniform Federal Accessibility Standards (UFAS) will be deemed to comply with the Section 504 regulation. For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; hearing or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339. Accessible units must be, to the maximum extent feasible, distributed throughout the projects and sites, and must be available in a sufficient range of sizes and amenities so as not to limit choice.

III. FAIR HOUSING ACT

Background

The Fair Housing Act applies to most housing sold or rented in the United States. The Fair Housing Act prohibits discrimination in housing practices on the basis of race, color, religion, sex, and national origin. The Fair Housing Act was amended in 1988 to provide protections from discrimination in any aspect of the sale or rental of housing for families with children and persons with disabilities. The Fair Housing Act also establishes requirements for the design and construction of new rental or for sale multifamily housing to ensure a minimum level of accessibility for persons with disabilities (see 24 CFR 100.200 et seq.).

Section of the Fair Housing Act at 804(f)(3)(C) requires that covered multifamily dwelling units designed and constructed for initial occupancy after March 13, 1991, be designed and constructed in a manner that:

- (i) the public and common use portions of such dwellings are readily accessible to and usable by disabled persons;
- (ii) the doors are designed to allow passage into and within the premises of such dwelling units and are sufficiently wide to allow passage by disabled persons in wheelchairs; and
- (iii) all premises within such dwelling units contain the following features of adaptive design:
 - (I) an accessible route into and through the dwelling unit;
 - (II) light switches, electrical outlets, thermostats, and other environmental controls in accessible locations;
 - (III) reinforcements in bathroom walls to allow later installation of grab bars; and
 - (IV) usable kitchens and usable bathrooms such that an individual in a wheelchair can maneuver about the space.

Covered multifamily dwelling units are:

- dwelling units in buildings consisting of 4 or more units served by one or more elevators, or
- ground floor dwelling units in other buildings with 4 or more units.

Information about housing designs that provide accessible features in compliance with the Fair Housing Act can be found in the HUD's Fair Housing Accessibility Guidelines, which were published in the Federal Register on March 6, 1991 (56 F.R. 9472) and in HUD's Fair Housing Act Design Manual. These can be obtained from the HUD Distribution Center at 1-800-767-7468. Hearing-impaired or speech-impaired individuals also may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

The design and construction requirements in the Fair Housing Act apply only to a building designed and constructed for initial occupancy after March 13, 1991. The Fair Housing Act regulations define a building for initial occupancy as a building that has never been used for any purpose. Thus, the design and construction requirements in the Fair Housing Act will not apply to rehabilitation projects or activities.

Illustrations

It must be noted that, in many cases, new construction of rental projects funded in the HOME/CDBG Programs must meet both the Fair Housing Act and the Section 504 new construction requirements. Where two or more accessibility standards apply, the housing provider is required to follow and apply both standards, so that maximum accessibility is obtained.

The following examples illustrate how these requirements will (or will not) apply.

- A rental building with an elevator constructed with HOME/CDBG funding would be required to have 5% of its dwelling units meet the Section 504 accessibility requirements at 24 CFR 8.22 and the remaining 95% of the dwelling units would be required to comply with the Fair Housing Act design and construction requirements at 24 CFR 100.205. Note: An additional 2% of the dwelling units are required to be accessible for people with vision and hearing impairments.

- A newly constructed 100 unit two-story garden apartment development with no elevator that received HOME/CDBG assistance, with half (50) of its dwelling units on the ground floor and half (50) on the second floor, would be required to have 5 of its ground floor dwelling units built to comply with the Section 504 accessibility requirements at 24 CFR 8.22, and the remaining 45 ground floor dwelling units built to comply with the Fair Housing Act design and construction requirements at 24 CFR 100.205. Note: An additional 2% of the dwelling units are required to be accessible for people with vision and hearing impairments in accordance with Section 504.
- A development consisting entirely of multistory rental townhouses constructed with Federal financial assistance is not a covered multifamily dwelling for purposes of the design and construction requirements of the Fair Housing Act at 24 CFR 100.205, since none of the dwelling units qualify as ground floor units, but the project would still have to meet the Section 504 5% + 2% accessibility requirements at 24 CFR 8.22. (A townhouse development of 5 or more single story dwelling units would still have to comply with both Section 504 and the Fair Housing Act design and construction requirements at 24 CFR 100.200 et. seq.)

IV. Increasing Program Accessibility

HUD's Section 504 regulations require that a recipient of Federal financial assistance ensure that its program, when viewed in its entirety, is accessible to persons with disabilities (24 CFR 8.20). In order to meet this obligation, participants in the HOME/CDBG program must:

- To the maximum extent feasible, distribute accessible units throughout the projects and make them available in a sufficient range of sizes and amenities so as not to limit choice.
- Adopt suitable means to assure that information regarding the availability of accessible units reaches eligible individuals with disabilities. They must also take reasonable nondiscriminatory steps to maximize use of such units by eligible individuals.
- When an accessible unit becomes vacant, before offering the unit to an individual without a disability, offer the unit: first, to a current occupant of the project requiring the accessibility feature and, second, to an eligible qualified applicant on the waiting list requiring the accessibility features.
- When an applicant or tenant requires an accessible feature or policy modification

to accommodate a disability, a federally assisted provider must provide such feature or policy modification unless doing so would result in a fundamental alternation in the nature of its program or an undue financial and administrative burden. See 24 CFR 8.4, 8.24, and 8.33 for further requirements and guidance.

- Providers are required to ensure that information about their programs is disseminated in a manner that is accessible to persons with disabilities. For example, special communication systems can greatly increase the effectiveness of outreach and ongoing communication (e.g., Telecommunications Devices for the Deaf (TTY), materials on tape or in Braille).
- Providers must ensure that activities and meetings are conducted in accessible locations.

Participants in the HOME/CDBG program may:

- Ask applicants for information that demonstrates they can meet the obligations of tenancy, including financial information, references, prior tenancy history, etc. However, housing providers may not inquire into the nature and severity of an applicant or tenant's disability, nor may they ask persons with disabilities questions not asked of all applicants, apply different types of screening criteria, or assess an applicant's ability to live independently.
- Ask if the applicant qualifies for a housing program or unit designed for persons with a disability when the housing program or unit is designed for such persons.
- Consider including a lease provision that requires a nondisabled family occupying an accessible unit to move if a family with a disability needing that size unit applies and there is an appropriately sized nonaccessible unit available for the relocating family.

V. Visitability

Visitability Concept

Although not a requirement, it is recommended that all design, construction and alterations incorporate, whenever practical, the concept of visitability **in addition** to the requirements under Section 504 and the Fair Housing Act.

Visitability is a design concept, which for very little or no additional cost, enables persons with disabilities to visit relatives, friends, and neighbors in their homes within a community.

Design Considerations

Visitability design incorporates the following in all construction or alterations, in addition to the applicable requirements of Section 504 and the Fair Housing Act, whenever practical and possible for as many units as possible within a development:

- Provide a 32" clear opening in all bathroom and interior doorways.
- Provide at least one accessible means of egress/ingress for each unit.

Benefits

Visitability also expands the availability of housing options for individuals who may not require full accessibility. It will assist project owners in making reasonable accommodations and reduce, in some cases, the need for structural modifications or transfers when individuals become disabled in place. Visitability will also improve the marketability of units. Further information regarding the concept of visitability may be obtained through the HUD web page (<http://www.huduser.org/publications/pubasst/strategies.html>).

VI. Self-Evaluation

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self-evaluation was to have been completed no later than July 11, 1989. The regulatory deadlines are long past. Nonetheless, recipients who have not completed a self-evaluation are encouraged to conduct a self-evaluation to be in compliance with requirement under these regulatory provisions.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipients programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.
- Modify any policies and practices that are not or may not be in compliance with Section 504 regulations.
- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.
- Document the self-evaluation process and activities. The Department recommends

that all recipients keep the self-evaluation file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in recipient owned housing stock, such as demolition of housing units and construction and/or alteration of housing, or changes in the programs and services of the agency.

VII. HUD Technical Assistance Concerning these Requirements

Further information concerning compliance with any of these requirements may be obtained through the HUD web page (<http://www.hud.gov/offices/fheo/disabilities/sect504.cfm>). Additional assistance and information may be obtained by contacting the local HUD Office of Community Planning and Development (CPD) and the Office of Fair Housing and Equal Opportunity (FHEO) listed below:

	CPD	FHEO
Boston, MA	617 994-8357	617 994-8300
Hartford, CT	806 240-4800 x3059	860 240-4800
New York, NY	212 542-7401	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622-7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0663
Pittsburgh, PA	412 644-2999	412 644-6970
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 771-2100 x3766	804 771-2100
Washington, DC	202 275-9200 x3163	202 275-9200
Atlanta, GA	404 331-5001 x2449	404 331-5140
Birmingham, AL	205 731-2630 x1027	205 731-2630
South Florida	305 536-5678 x2257	305 536-5678 x2218
Jacksonville, FL	904 232-1777 x2077	904 232-1241
San Juan, PR	787 766-5201	787 766-5400
Louisville, KY	502 582-6163 x200	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4391 x125	865 545-4400
Greensboro, NC	336 547-4000	336 547-4050
Columbia, SC	803 765-5564	803 765-5938
Chicago, IL	312 353-1696 x2713	312 353-7776
Minneapolis, MN	612 370-3019 x2107	612 370-3185
Detroit, MI	313 226-7900 x8059	313 226-7900
Milwaukee, WI	414 297-3214 x8100	414 297-3214
Columbus, OH	614 469-5737 x8240	614 469-5737 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-6303
Little Rock, AK	501 324-6375 x3300	501 324-6296
Oklahoma City, OK	405 609-8569	405 609-8435
Kansas City, KS	913 551-5485	913 551-6958
Omaha, NE	402 492-3147	402 492-3109
St. Louis, MO	314 539-6524	314 539-6583
New Orleans, LA	504 589-7214 x1047	504 589-7219
Fort Worth, TX	817 978-5934	817 978-5900
San Antonio, TX	210 475-6821	210 475-6885
Albuquerque, NM	505 346-7361	505 346-6463
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 489-6597	415 489-6524
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x2600
Honolulu, HI	808 522-8180 x264	808 522-8175
Phoenix, AZ	602 379-7175	602 379-6699 x5261
Seattle, WA	206 220-5268	206 220-5170
Portland, OR	503 326-7018	503 326-2561
Manchester, NH	603 666-7510 x3017	617 994-8300
Anchorage, AK	907 677-9890	907 677-9837
Houston, TX	817 978-5934	713 718-3199

ATTACHMENT 9



The City of Boise is committed to compliance with the
Americans with Disabilities Act
and

**Section 504
of the Rehabilitation Act**

and is dedicated to providing equal access to all City-sponsored programs, services and activities for citizens with disabilities.

Any citizen needing an auxiliary aid or service, or a modification of policies or procedures in order to participate in a City activity may contact the City's ADA/Section 504 Coordinator or appropriate City department.

493-2503 Voice

(800) 377-3529 TDD/TTY



Braille



ATTACHMENT 10



U. S. Department of Housing and Urban Development
Washington, D.C. 20410-2000

January 9, 1995



OFFICE OF THE ASSISTANT SECRETARY
FOR FAIR HOUSING AND EQUAL OPPORTUNITY

MEMORANDUM FOR: FHEO Office Directors, Enforcement Directors,
Staff, Office of Investigations, Field
Assistant General Counsel

FROM: *Robert Achtenberg*
Robert Achtenberg, Assistant Secretary for Fair Housing
and Equal Opportunity, E

SUBJECT: Guidance Regarding Advertisements Under §804(c) of the
Fair Housing Act

The purpose of this memorandum is to provide guidance on the procedures for the acceptance and investigation of allegations of discrimination under Section 804(c) of the Fair Housing Act (the Act) involving the publication of real estate advertisements.¹

Recently, the number of inquiries involving whether or not potential violations of the Act occur through use of certain words or phrases has increased, and these issues cannot, in some situations, be answered by referring to decided cases alone. In some circumstances, the Advertising Guidelines, published at 24 C.F.R. Part 109, have been interpreted (usually by persons outside of HUD) to extend the liability for advertisements to circumstances which are unreasonable.

This guidance is meant to advise you of the Department's position on several of these issues.

Previous guidance already requires that Intake staff review a potential complaint, gather preliminary information to ascertain whether the complaint states a claim under the Act, and consult with counsel on any legally questionable matters before the complaint is filed. Likewise, jurisdictional issues such as standing and timeliness should also be established prior to filing.

¹ This memorandum does not address fair housing issues associated with the publication of advertisements containing human models, and does not address 804(c) liability for making discriminatory statements.

If the Advertising Guidelines, this memorandum, or a judicial decision clearly indicate that the language used in the advertisement is a potential violation of Section 804(c) and the criteria for establishing jurisdiction are met, the complaint should be filed and processed. Any complaint concerning an advertisement which requires an assessment of whether the usage of particular words or phrases in context is discriminatory, requires the approval of Headquarters FHEO before a complaint is filed. If the advertisement appears to be discriminatory, but the Advertising Guidelines, this memorandum, or a judicial decision do not explicitly address the language in question, supervisory staff must also obtain approval of Headquarters FHEO before the complaint is filed. Potential complaints regarding advertisements which do not meet the above descriptions should not be filed.

Where there is a question about whether a particular real estate advertising complaint should be filed, relevant information regarding the factual and/or legal issues involved in the complaint should be gathered, and counsel should be consulted prior to contacting the potential respondent publisher. The matter should then be referred to the Office of Investigations for review. Such referrals may take the form of a short memo, reciting the applicable advertisement language, and any factual or legal analysis which is appropriate.

Section 804(c) of the Act prohibits the making, printing and publishing of advertisements which state a preference, limitation or discrimination on the basis of race, color, religion, sex, handicap, familial status, or national origin. The prohibition applies to publishers, such as newspapers and directories, as well as to persons and entities who place real estate advertisements. It also applies to advertisements where the underlying property may be exempt from the provisions of the Act, but where the advertisement itself violates the Act. See 42 U.S.C. 3603(b).

Publishers and advertisers are responsible under the Act for making, printing, or publishing an advertisement that violates the Act on its face. Thus, they should not publish or cause to be published an advertisement that on its face expresses a preference, limitation or discrimination on the basis of race, color, religion, sex, handicap, familial status, or national origin. To the extent that either the Advertising Guidelines or the case law do not state that particular terms or phrases (or closely comparable terms) may violate the Act, a publisher is not liable under the Act for advertisements which, in the context of the usage in a particular advertisement, might indicate a preference, limitation or discrimination, but where such a preference is not readily apparent to an ordinary reader.

Therefore, complaints will not be accepted against publishers concerning advertisements where the language might or might not be viewed as being used in a discriminatory context.

For example, Intake staff should not accept a complaint against a newspaper for running an advertisement which includes the phrase **female roommate wanted** because the advertisement does not indicate whether the requirements for the shared living exception have been met. Publishers can rely on the representations of the individual placing the ad that shared living arrangements apply to the property in question. Persons placing such advertisements, however, are responsible for satisfying the conditions for the exemption. Thus, an ad for a female roommate could result in liability for the person placing the ad if the housing being advertised is actually a separate dwelling unit without shared living spaces. See 24 CFR 109.20.

Similarly, Intake staff should not file a familial status complaint against a publisher of an advertisement if the advertisement indicates on its face that it is housing for older persons. While an owner-respondent may be held responsible for running an advertisement indicating an exclusion of families with children if his or her property does not meet the "housing for older persons" exemption, a publisher is entitled to rely on the owner's assurance that the property is exempt.

The following is policy guidance on certain advertising issues which have arisen recently. We are currently reviewing past guidance from this office and from the Office of General Counsel and will update our guidance as appropriate.

1. **Race, color, national origin.** Real estate advertisements should state no discriminatory preference or limitation on account of race, color, or national origin. Use of words describing the housing, the current or potential residents, or the neighbors or neighborhood in racial or ethnic terms (*i.e.*, **white family home, no Irish**) will create liability under this section.

However, advertisements which are facially neutral will not create liability. Thus, complaints over use of phrases such as **master bedroom, rare find, or desirable neighborhood** should not be filed.

2. **Religion.** Advertisements should not contain an explicit preference, limitation or discrimination on account of religion (*i.e.*, **no Jews, Christian home**). Advertisements which use the legal name of an entity which contains a religious reference (for example, **Roselawn Catholic Home**), or those which contain a religious symbol, (such as a cross), standing alone, may indicate

a religious preference. However, if such an advertisement includes a disclaimer (such as the statement "This Home does not discriminate on the basis of race, color, religion, national origin, sex, handicap or familial status") it will not violate the Act. Advertisements containing descriptions of properties (apartment complex with chapel), or services (kosher meals available) do not on their face state a preference for persons likely to make use of those facilities, and are not violations of the Act.

The use of secularized terms or symbols relating to religious holidays such as Santa Claus, Easter Bunny, or St. Valentine's Day images, or phrases such as "Merry Christmas", "Happy Easter", or the like does not constitute a violation of the Act.

3. Sex. Advertisements for single family dwellings or separate units in a multi-family dwelling should contain no explicit preference, limitation or discrimination based on sex. Use of the term **master bedroom** does not constitute a violation of either the sex discrimination provisions or the race discrimination provisions. Terms such as "mother-in-law suite" and "bachelor apartment" are commonly used as physical descriptions of housing units and do not violate the Act.

4. Handicap. Real estate advertisements should not contain explicit exclusions, limitations, or other indications of discrimination based on handicap (*i.e.*, no wheelchairs). Advertisements containing descriptions of properties (great view, fourth-floor walk-up, walk-in closets), services or facilities (jogging trails), or neighborhoods (walk to bus-stop) do not violate the Act. Advertisements describing the conduct required of residents ("non-smoking", "sober") do not violate the Act. Advertisements containing descriptions of accessibility features are lawful (wheelchair ramp).

5. Familial status. Advertisements may not state an explicit preference, limitation or discrimination based on familial status. Advertisements may not contain limitations on the number or ages of children, or state a preference for adults, couples or singles. Advertisements describing the properties (two bedroom, cozy, family room), services and facilities (no bicycles allowed) or neighborhoods (quiet streets) are not facially discriminatory, and do not violate the Act.

Please contact Sara K. Pratt, Director, Office of Investigations or Susan Forward, Deputy Assistant Secretary for Enforcement and Investigations, for further information.

ATTACHMENT 11



U.S. DEPARTMENT OF JUSTICE
CIVIL RIGHTS DIVISION



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY

Washington, D.C.
May 17, 2004

**JOINT STATEMENT OF
THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
AND THE DEPARTMENT OF JUSTICE**

***REASONABLE ACCOMMODATIONS UNDER THE
FAIR HOUSING ACT***

Introduction

The Department of Justice ("DOJ") and the Department of Housing and Urban Development ("HUD") are jointly responsible for enforcing the federal Fair Housing Act¹ (the "Act"), which prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, familial status, and disability.² One type of disability discrimination prohibited by the Act is the refusal to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford a person with a disability the equal opportunity to use and enjoy a dwelling.³ HUD and DOJ frequently respond to complaints alleging that housing providers have violated the Act by refusing reasonable accommodations to persons with disabilities. This Statement provides technical assistance regarding the rights and obligations of persons with disabilities and housing providers under the Act relating to

¹ The Fair Housing Act is codified at 42 U.S.C. §§ 3601 - 3619.

² The Act uses the term "handicap" instead of the term "disability." Both terms have the same legal meaning. See *Bragdon v. Abbott*, 524 U.S. 624, 631 (1998) (noting that definition of "disability" in the Americans with Disabilities Act is drawn almost verbatim "from the definition of 'handicap' contained in the Fair Housing Amendments Act of 1988"). This document uses the term "disability," which is more generally accepted.

³ 42 U.S.C. § 3604(f)(3)(B).

reasonable accommodations.⁴

Questions and Answers

1. What types of discrimination against persons with disabilities does the Act prohibit?

The Act prohibits housing providers from discriminating against applicants or residents because of their disability or the disability of anyone associated with them⁵ and from treating persons with disabilities less favorably than others because of their disability. The Act also makes it unlawful for any person to refuse “to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford ... person(s) [with disabilities] equal opportunity to use and enjoy a dwelling.”⁶ The Act also prohibits housing providers from refusing residency to persons with disabilities, or placing conditions on their residency, because those persons may require reasonable accommodations. In addition, in certain circumstances, the Act requires that housing providers allow residents to

⁴ Housing providers that receive federal financial assistance are also subject to the requirements of Section 504 of the Rehabilitation Act of 1973. 29 U.S.C. § 794. Section 504, and its implementing regulations at 24 C.F.R. Part 8, prohibit discrimination based on disability and require recipients of federal financial assistance to provide reasonable accommodations to applicants and residents with disabilities. Although Section 504 imposes greater obligations than the Fair Housing Act, (*e.g.*, providing and paying for reasonable accommodations that involve structural modifications to units or public and common areas), the principles discussed in this Statement regarding reasonable accommodation under the Fair Housing Act generally apply to requests for reasonable accommodations to rules, policies, practices, and services under Section 504. *See* U.S. Department of Housing and Urban Development, Office of Public and Indian Housing, Notice PIH 2002-01(HA) (www.hud.gov/offices/fheo/disabilities/PIH02-01.pdf) and “Section 504: Frequently Asked Questions,” (www.hud.gov/offices/fheo/disabilities/sect504faq.cfm#anchor272118).

⁵ The Fair Housing Act’s protection against disability discrimination covers not only home seekers with disabilities but also buyers and renters without disabilities who live or are associated with individuals with disabilities 42 U.S.C. § 3604(f)(1)(B), 42 U.S.C. § 3604(f)(1)(C), 42 U.S.C. § 3604(f)(2)(B), 42 U.S.C. § (f)(2)(C). *See also* H.R. Rep. 100-711 – 24 (reprinted in 1988 U.S.C.A.N. 2173, 2184-85) (“The Committee intends these provisions to prohibit not only discrimination against the primary purchaser or named lessee, but also to prohibit denials of housing opportunities to applicants because they have children, parents, friends, spouses, roommates, patients, subtenants or other associates who have disabilities.”). *Accord:* Preamble to Proposed HUD Rules Implementing the Fair Housing Act, 53 Fed. Reg. 45001 (Nov. 7, 1988) (citing House Report).

⁶ 42 U.S.C. § 3604(f)(3)(B). HUD regulations pertaining to reasonable accommodations may be found at 24 C.F.R. § 100.204.

make reasonable structural modifications to units and public/common areas in a dwelling when those modifications may be necessary for a person with a disability to have full enjoyment of a dwelling.⁷ With certain limited exceptions (*see* response to question 2 below), the Act applies to privately and publicly owned housing, including housing subsidized by the federal government or rented through the use of Section 8 voucher assistance.

2. Who must comply with the Fair Housing Act's reasonable accommodation requirements?

Any person or entity engaging in prohibited conduct – *i.e.*, refusing to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling – may be held liable unless they fall within an exception to the Act's coverage. Courts have applied the Act to individuals, corporations, associations and others involved in the provision of housing and residential lending, including property owners, housing managers, homeowners and condominium associations, lenders, real estate agents, and brokerage services. Courts have also applied the Act to state and local governments, most often in the context of exclusionary zoning or other land-use decisions. *See e.g.*, City of Edmonds v. Oxford House, Inc., 514 U.S. 725, 729 (1995); Project Life v. Glendening, 139 F. Supp. 703, 710 (D. Md. 2001), aff'd 2002 WL 2012545 (4th Cir. 2002). Under specific exceptions to the Fair Housing Act, the reasonable accommodation requirements of the Act do not apply to a private individual owner who sells his own home so long as he (1) does not own more than three single-family homes; (2) does not use a real estate agent and does not employ any discriminatory advertising or notices; (3) has not engaged in a similar sale of a home within a 24-month period; and (4) is not in the business of selling or renting dwellings. The reasonable accommodation requirements of the Fair Housing Act also do not apply to owner-occupied buildings that have four or fewer dwelling units.

3. Who qualifies as a person with a disability under the Act?

The Act defines a person with a disability to include (1) individuals with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having such an impairment; and (3) individuals with a record of such an impairment.

The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

⁷ This Statement does not address the principles relating to reasonable modifications. For further information see the HUD regulations at 24 C.F.R. § 100.203. This statement also does not address the additional requirements imposed on recipients of Federal financial assistance pursuant to Section 504, as explained in the Introduction.

The term "substantially limits" suggests that the limitation is "significant" or "to a large degree."

The term "major life activity" means those activities that are of central importance to daily life, such as seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, and speaking.⁸ This list of major life activities is not exhaustive. *See e.g., Bragdon v. Abbott*, 524 U.S. 624, 691-92 (1998)(holding that for certain individuals reproduction is a major life activity).

4. Does the Act protect juvenile offenders, sex offenders, persons who illegally use controlled substances, and persons with disabilities who pose a significant danger to others?

No, juvenile offenders and sex offenders, by virtue of that status, are not persons with disabilities protected by the Act. Similarly, while the Act does protect persons who are recovering from substance abuse, it does not protect persons who are currently engaging in the current illegal use of controlled substances.⁹ Additionally, the Act does not protect an individual with a disability whose tenancy would constitute a "direct threat" to the health or safety of other individuals or result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by reasonable accommodation.

5. How can a housing provider determine if an individual poses a direct threat?

The Act does not allow for exclusion of individuals based upon fear, speculation, or stereotype about a particular disability or persons with disabilities in general. A determination that an individual poses a direct threat must rely on an individualized assessment that is based on reliable objective evidence (*e.g.*, current conduct, or a recent history of overt acts). The assessment must consider: (1) the nature, duration, and severity of the risk of injury; (2) the probability that injury will actually occur; and (3) whether there are any reasonable accommodations that will eliminate the direct threat. Consequently, in evaluating a recent history of overt acts, a provider must take into account whether the individual has received intervening treatment or medication that has eliminated the direct threat (*i.e.*, a significant risk of substantial harm). In such a situation, the provider may request that the individual document

⁸ The Supreme Court has questioned but has not yet ruled on whether "working" is to be considered a major life activity. *See Toyota Motor Mfg. Kentucky, Inc. v. Williams*, 122 S. Ct. 681, 692, 693 (2002). If it is a major activity, the Court has noted that a claimant would be required to show an inability to work in a "broad range of jobs" rather than a specific job. *See Sutton v. United Airlines, Inc.*, 527 U.S. 470, 492 (1999).

⁹ *See, e.g., United States v. Southern Management Corp.*, 955 F.2d 914, 919 (4th Cir. 1992) (discussing exclusion in 42 U.S.C. § 3602(h) for "current, illegal use of or addiction to a controlled substance").

how the circumstances have changed so that he no longer poses a direct threat. A provider may also obtain satisfactory assurances that the individual will not pose a direct threat during the tenancy. The housing provider must have reliable, objective evidence that a person with a disability poses a direct threat before excluding him from housing on that basis.

Example 1: A housing provider requires all persons applying to rent an apartment to complete an application that includes information on the applicant's current place of residence. On her application to rent an apartment, a woman notes that she currently resides in Cambridge House. The manager of the apartment complex knows that Cambridge House is a group home for women receiving treatment for alcoholism. Based solely on that information and his personal belief that alcoholics are likely to cause disturbances and damage property, the manager rejects the applicant. The rejection is unlawful because it is based on a generalized stereotype related to a disability rather than an individualized assessment of any threat to other persons or the property of others based on reliable, objective evidence about the applicant's recent past conduct. The housing provider may not treat this applicant differently than other applicants based on his subjective perceptions of the potential problems posed by her alcoholism by requiring additional documents, imposing different lease terms, or requiring a higher security deposit. However, the manager could have checked this applicant's references to the same extent and in the same manner as he would have checked any other applicant's references. If such a reference check revealed objective evidence showing that this applicant had posed a direct threat to persons or property in the recent past and the direct threat had not been eliminated, the manager could then have rejected the applicant based on direct threat.

Example 2: James X, a tenant at the Shady Oaks apartment complex, is arrested for threatening his neighbor while brandishing a baseball bat. The Shady Oaks' lease agreement contains a term prohibiting tenants from threatening violence against other residents. Shady Oaks' rental manager investigates the incident and learns that James X threatened the other resident with physical violence and had to be physically restrained by other neighbors to keep him from acting on his threat. Following Shady Oaks' standard practice of strictly enforcing its "no threats" policy, the Shady Oaks rental manager issues James X a 30-day notice to quit, which is the first step in the eviction process. James X's attorney contacts Shady Oaks' rental manager and explains that James X has a psychiatric disability that causes him to be physically violent when he stops taking his prescribed medication. Suggesting that his client will not pose a direct threat to others if proper safeguards are taken, the attorney requests that the rental manager grant James X an exception to the "no threats" policy as a reasonable accommodation based on James X's disability. The Shady Oaks rental manager need only grant the reasonable accommodation if James X's attorney can provide satisfactory assurance that James X will receive appropriate counseling and

periodic medication monitoring so that he will no longer pose a direct threat during his tenancy. After consulting with James X, the attorney responds that James X is unwilling to receive counseling or submit to any type of periodic monitoring to ensure that he takes his prescribed medication. The rental manager may go forward with the eviction proceeding, since James X continues to pose a direct threat to the health or safety of other residents.

6. What is a "reasonable accommodation" for purposes of the Act?

A "reasonable accommodation" is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. Since rules, policies, practices, and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others will sometimes deny them an equal opportunity to use and enjoy a dwelling. The Act makes it unlawful to refuse to make reasonable accommodations to rules, policies, practices, or services when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling.

To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.

Example 1: A housing provider has a policy of providing unassigned parking spaces to residents. A resident with a mobility impairment, who is substantially limited in her ability to walk, requests an assigned accessible parking space close to the entrance to her unit as a reasonable accommodation. There are available parking spaces near the entrance to her unit that are accessible, but those spaces are available to all residents on a first come, first served basis. The provider must make an exception to its policy of not providing assigned parking spaces to accommodate this resident.

Example 2: A housing provider has a policy of requiring tenants to come to the rental office in person to pay their rent. A tenant has a mental disability that makes her afraid to leave her unit. Because of her disability, she requests that she be permitted to have a friend mail her rent payment to the rental office as a reasonable accommodation. The provider must make an exception to its payment policy to accommodate this tenant.

Example 3: A housing provider has a "no pets" policy. A tenant who is deaf requests that the provider allow him to keep a dog in his unit as a reasonable accommodation. The tenant explains that the dog is an assistance animal that will alert him to several sounds, including knocks at the door, sounding of the smoke detector, the telephone ringing, and cars coming into the driveway. The housing

provider must make an exception to its “no pets” policy to accommodate this tenant.

7. Are there any instances when a provider can deny a request for a reasonable accommodation without violating the Act?

Yes. A housing provider can deny a request for a reasonable accommodation if the request was not made by or on behalf of a person with a disability or if there is no disability-related need for the accommodation. In addition, a request for a reasonable accommodation may be denied if providing the accommodation is not reasonable – *i.e.*, if it would impose an undue financial and administrative burden on the housing provider or it would fundamentally alter the nature of the provider's operations. The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as the cost of the requested accommodation, the financial resources of the provider, the benefits that the accommodation would provide to the requester, and the availability of alternative accommodations that would effectively meet the requester's disability-related needs.

When a housing provider refuses a requested accommodation because it is not reasonable, the provider should discuss with the requester whether there is an alternative accommodation that would effectively address the requester's disability-related needs without a fundamental alteration to the provider's operations and without imposing an undue financial and administrative burden. If an alternative accommodation would effectively meet the requester's disability-related needs and is reasonable, the provider must grant it. An interactive process in which the housing provider and the requester discuss the requester's disability-related need for the requested accommodation and possible alternative accommodations is helpful to all concerned because it often results in an effective accommodation for the requester that does not pose an undue financial and administrative burden for the provider.

Example: As a result of a disability, a tenant is physically unable to open the dumpster placed in the parking lot by his housing provider for trash collection. The tenant requests that the housing provider send a maintenance staff person to his apartment on a daily basis to collect his trash and take it to the dumpster. Because the housing development is a small operation with limited financial resources and the maintenance staff are on site only twice per week, it may be an undue financial and administrative burden for the housing provider to grant the requested daily trash pick-up service. Accordingly, the requested accommodation may not be reasonable. If the housing provider denies the requested accommodation as unreasonable, the housing provider should discuss with the tenant whether reasonable accommodations could be provided to meet the tenant's disability-related needs – for instance, placing an open trash collection can in a location that is readily accessible to the tenant so the tenant can dispose of his own trash and the provider's maintenance staff can then transfer the trash to the dumpster when they are on site. Such an accommodation would not involve a

fundamental alteration of the provider's operations and would involve little financial and administrative burden for the provider while accommodating the tenant's disability-related needs.

There may be instances where a provider believes that, while the accommodation requested by an individual is reasonable, there is an alternative accommodation that would be equally effective in meeting the individual's disability-related needs. In such a circumstance, the provider should discuss with the individual if she is willing to accept the alternative accommodation. However, providers should be aware that persons with disabilities typically have the most accurate knowledge about the functional limitations posed by their disability, and an individual is not obligated to accept an alternative accommodation suggested by the provider if she believes it will not meet her needs and her preferred accommodation is reasonable.

8. What is a “fundamental alteration”?

A "fundamental alteration" is a modification that alters the essential nature of a provider's operations.

Example: A tenant has a severe mobility impairment that substantially limits his ability to walk. He asks his housing provider to transport him to the grocery store and assist him with his grocery shopping as a reasonable accommodation to his disability. The provider does not provide any transportation or shopping services for its tenants, so granting this request would require a fundamental alteration in the nature of the provider's operations. The request can be denied, but the provider should discuss with the requester whether there is any alternative accommodation that would effectively meet the requester's disability-related needs without fundamentally altering the nature of its operations, such as reducing the tenant's need to walk long distances by altering its parking policy to allow a volunteer from a local community service organization to park her car close to the tenant's unit so she can transport the tenant to the grocery store and assist him with his shopping.

9. What happens if providing a requested accommodation involves some costs on the part of the housing provider?

Courts have ruled that the Act may require a housing provider to grant a reasonable accommodation that involves costs, so long as the reasonable accommodation does not pose an undue financial and administrative burden and the requested accommodation does not constitute a fundamental alteration of the provider's operations. The financial resources of the provider, the cost of the reasonable accommodation, the benefits to the requester of the requested accommodation, and the availability of other, less expensive alternative accommodations that would effectively meet the applicant or resident's disability-related needs must be considered in determining whether a requested accommodation poses an undue financial and administrative

burden.

10. What happens if no agreement can be reached through the interactive process?

A failure to reach an agreement on an accommodation request is in effect a decision by the provider not to grant the requested accommodation. If the individual who was denied an accommodation files a Fair Housing Act complaint to challenge that decision, then the agency or court receiving the complaint will review the evidence in light of applicable law and decide if the housing provider violated that law. For more information about the complaint process, see question 19 below.

11. May a housing provider charge an extra fee or require an additional deposit from applicants or residents with disabilities as a condition of granting a reasonable accommodation?

No. Housing providers may not require persons with disabilities to pay extra fees or deposits as a condition of receiving a reasonable accommodation.

Example 1: A man who is substantially limited in his ability to walk uses a motorized scooter for mobility purposes. He applies to live in an assisted living facility that has a policy prohibiting the use of motorized vehicles in buildings and elsewhere on the premises. It would be a reasonable accommodation for the facility to make an exception to this policy to permit the man to use his motorized scooter on the premises for mobility purposes. Since allowing the man to use his scooter in the buildings and elsewhere on the premises is a reasonable accommodation, the facility may not condition his use of the scooter on payment of a fee or deposit or on a requirement that he obtain liability insurance relating to the use of the scooter. However, since the Fair Housing Act does not protect any person with a disability who poses a direct threat to the person or property of others, the man must operate his motorized scooter in a responsible manner that does not pose a significant risk to the safety of other persons and does not cause damage to other persons' property. If the individual's use of the scooter causes damage to his unit or the common areas, the housing provider may charge him for the cost of repairing the damage (or deduct it from the standard security deposit imposed on all tenants), if it is the provider's practice to assess tenants for any damage they cause to the premises.

Example 2: Because of his disability, an applicant with a hearing impairment needs to keep an assistance animal in his unit as a reasonable accommodation. The housing provider may not require the applicant to pay a fee or a security deposit as a condition of allowing the applicant to keep the assistance animal. However, if a tenant's assistance animal causes damage to the applicant's unit or the common areas of the dwelling, the housing provider may charge the tenant for

the cost of repairing the damage (or deduct it from the standard security deposit imposed on all tenants), if it is the provider's practice to assess tenants for any damage they cause to the premises.

12. When and how should an individual request an accommodation?

Under the Act, a resident or an applicant for housing makes a reasonable accommodation request whenever she makes clear to the housing provider that she is requesting an exception, change, or adjustment to a rule, policy, practice, or service because of her disability. She should explain what type of accommodation she is requesting and, if the need for the accommodation is not readily apparent or not known to the provider, explain the relationship between the requested accommodation and her disability.

An applicant or resident is not entitled to receive a reasonable accommodation unless she requests one. However, the Fair Housing Act does not require that a request be made in a particular manner or at a particular time. A person with a disability need not personally make the reasonable accommodation request; the request can be made by a family member or someone else who is acting on her behalf. An individual making a reasonable accommodation request does not need to mention the Act or use the words "reasonable accommodation." However, the requester must make the request in a manner that a reasonable person would understand to be a request for an exception, change, or adjustment to a rule, policy, practice, or service because of a disability.

Although a reasonable accommodation request can be made orally or in writing, it is usually helpful for both the resident and the housing provider if the request is made in writing. This will help prevent misunderstandings regarding what is being requested, or whether the request was made. To facilitate the processing and consideration of the request, residents or prospective residents may wish to check with a housing provider in advance to determine if the provider has a preference regarding the manner in which the request is made. However, housing providers must give appropriate consideration to reasonable accommodation requests even if the requester makes the request orally or does not use the provider's preferred forms or procedures for making such requests.

Example: A tenant in a large apartment building makes an oral request that she be assigned a mailbox in a location that she can easily access because of a physical disability that limits her ability to reach and bend. The provider would prefer that the tenant make the accommodation request on a pre-printed form, but the tenant fails to complete the form. The provider must consider the reasonable accommodation request even though the tenant would not use the provider's designated form.

13. Must a housing provider adopt formal procedures for processing requests for a reasonable accommodation?

No. The Act does not require that a housing provider adopt any formal procedures for reasonable accommodation requests. However, having formal procedures may aid individuals with disabilities in making requests for reasonable accommodations and may aid housing providers in assessing those requests so that there are no misunderstandings as to the nature of the request, and, in the event of later disputes, provide records to show that the requests received proper consideration.

A provider may not refuse a request, however, because the individual making the request did not follow any formal procedures that the provider has adopted. If a provider adopts formal procedures for processing reasonable accommodation requests, the provider should ensure that the procedures, including any forms used, do not seek information that is not necessary to evaluate if a reasonable accommodation may be needed to afford a person with a disability equal opportunity to use and enjoy a dwelling. See Questions 16 - 18, which discuss the disability-related information that a provider may and may not request for the purposes of evaluating a reasonable accommodation request.

14. Is a housing provider obligated to provide a reasonable accommodation to a resident or applicant if an accommodation has not been requested?

No. A housing provider is only obligated to provide a reasonable accommodation to a resident or applicant if a request for the accommodation has been made. A provider has notice that a reasonable accommodation request has been made if a person, her family member, or someone acting on her behalf requests a change, exception, or adjustment to a rule, policy, practice, or service because of a disability, even if the words “reasonable accommodation” are not used as part of the request.

15. What if a housing provider fails to act promptly on a reasonable accommodation request?

A provider has an obligation to provide prompt responses to reasonable accommodation requests. An undue delay in responding to a reasonable accommodation request may be deemed to be a failure to provide a reasonable accommodation.

16. What inquiries, if any, may a housing provider make of current or potential residents regarding the existence of a disability when they have not asked for an accommodation?

Under the Fair Housing Act, it is usually unlawful for a housing provider to (1) ask if an applicant for a dwelling has a disability or if a person intending to reside in a dwelling or anyone associated with an applicant or resident has a disability, or (2) ask about the nature or severity of such persons' disabilities. Housing providers may, however, make the following inquiries, provided these inquiries are made of all applicants, including those with and without disabilities:

- An inquiry into an applicant's ability to meet the requirements of tenancy;
- An inquiry to determine if an applicant is a current illegal abuser or addict of a controlled substance;
- An inquiry to determine if an applicant qualifies for a dwelling legally available only to persons with a disability or to persons with a particular type of disability; and
- An inquiry to determine if an applicant qualifies for housing that is legally available on a priority basis to persons with disabilities or to persons with a particular disability.

Example 1: A housing provider offers accessible units to persons with disabilities needing the features of these units on a priority basis. The provider may ask applicants if they have a disability and if, in light of their disability, they will benefit from the features of the units. However, the provider may not ask applicants if they have other types of physical or mental impairments. If the applicant's disability and the need for the accessible features are not readily apparent, the provider may request reliable information/documentation of the disability-related need for an accessible unit.

Example 2: A housing provider operates housing that is legally limited to persons with chronic mental illness. The provider may ask applicants for information needed to determine if they have a mental disability that would qualify them for the housing. However, in this circumstance, the provider may not ask applicants if they have other types of physical or mental impairments. If it is not readily apparent that an applicant has a chronic mental disability, the provider may request reliable information/documentation of the mental disability needed to qualify for the housing.

In some instances, a provider may also request certain information about an applicant's or a resident's disability if the applicant or resident requests a reasonable accommodation. See Questions 17 and 18 below.

17. What kinds of information, if any, may a housing provider request from a person with an obvious or known disability who is requesting a reasonable accommodation?

A provider is entitled to obtain information that is necessary to evaluate if a requested reasonable accommodation may be necessary because of a disability. If a person's disability is obvious, or otherwise known to the provider, and if the need for the requested accommodation is also readily apparent or known, then the provider may not request any additional information

about the requester's disability or the disability-related need for the accommodation.

If the requester's disability is known or readily apparent to the provider, but the need for the accommodation is not readily apparent or known, the provider may request only information that is necessary to evaluate the disability-related need for the accommodation.

Example 1: An applicant with an obvious mobility impairment who regularly uses a walker to move around asks her housing provider to assign her a parking space near the entrance to the building instead of a space located in another part of the parking lot. Since the physical disability (*i.e.*, difficulty walking) and the disability-related need for the requested accommodation are both readily apparent, the provider may not require the applicant to provide any additional information about her disability or the need for the requested accommodation.

Example 2: A rental applicant who uses a wheelchair advises a housing provider that he wishes to keep an assistance dog in his unit even though the provider has a "no pets" policy. The applicant's disability is readily apparent but the need for an assistance animal is not obvious to the provider. The housing provider may ask the applicant to provide information about the disability-related need for the dog.

Example 3: An applicant with an obvious vision impairment requests that the leasing agent provide assistance to her in filling out the rental application form as a reasonable accommodation because of her disability. The housing provider may not require the applicant to document the existence of her vision impairment.

18. If a disability is not obvious, what kinds of information may a housing provider request from the person with a disability in support of a requested accommodation?

A housing provider may not ordinarily inquire as to the nature and severity of an individual's disability (*see* Answer 16, above). However, in response to a request for a reasonable accommodation, a housing provider may request reliable disability-related information that (1) is necessary to verify that the person meets the Act's definition of disability (*i.e.*, has a physical or mental impairment that substantially limits one or more major life activities), (2) describes the needed accommodation, and (3) shows the relationship between the person's disability and the need for the requested accommodation. Depending on the individual's circumstances, information verifying that the person meets the Act's definition of disability can usually be provided by the individual himself or herself (*e.g.*, proof that an individual under 65 years of age receives Supplemental Security Income or Social Security Disability Insurance benefits¹⁰ or a credible statement by the individual). A doctor or other

¹⁰ Persons who meet the definition of disability for purposes of receiving Supplemental Security Income ("SSI") or Social Security Disability Insurance ("SSDI") benefits in most cases meet the definition of disability under the Fair Housing Act, although the converse may not be true. *See e.g., Cleveland v. Policy Management Systems Corp.*, 526 U.S. 795, 797 (1999)

medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may also provide verification of a disability. In most cases, an individual's medical records or detailed information about the nature of a person's disability is not necessary for this inquiry.

Once a housing provider has established that a person meets the Act's definition of disability, the provider's request for documentation should seek only the information that is necessary to evaluate if the reasonable accommodation is needed because of a disability. Such information must be kept confidential and must not be shared with other persons unless they need the information to make or assess a decision to grant or deny a reasonable accommodation request or unless disclosure is required by law (*e.g.*, a court-issued subpoena requiring disclosure).

19. If a person believes she has been unlawfully denied a reasonable accommodation, what should that person do if she wishes to challenge that denial under the Act?

When a person with a disability believes that she has been subjected to a discriminatory housing practice, including a provider's wrongful denial of a request for reasonable accommodation, she may file a complaint with HUD within one year after the alleged denial or may file a lawsuit in federal district court within two years of the alleged denial. If a complaint is filed with HUD, HUD will investigate the complaint at no cost to the person with a disability.

There are several ways that a person may file a complaint with HUD:

- By placing a toll-free call to 1-800-669-9777 or TTY 1-800-927-9275;
- By completing the "on-line" complaint form available on the HUD internet site: <http://www.hud.gov>; or
- By mailing a completed complaint form or letter to:

Office of Fair Housing and Equal Opportunity
Department of Housing & Urban Development
451 Seventh Street, S.W., Room 5204
Washington, DC 20410-2000

(noting that SSDI provides benefits to a person with a disability so severe that she is unable to do her previous work and cannot engage in any other kind of substantial gainful work whereas a person pursuing an action for disability discrimination under the Americans with Disabilities Act may state a claim that "with a reasonable accommodation" she could perform the essential functions of the job).

Upon request, HUD will provide printed materials in alternate formats (large print, audio tapes, or Braille) and provide complainants with assistance in reading and completing forms.

The Civil Rights Division of the Justice Department brings lawsuits in federal courts across the country to end discriminatory practices and to seek monetary and other relief for individuals whose rights under the Fair Housing Act have been violated. The Civil Rights Division initiates lawsuits when it has reason to believe that a person or entity is involved in a "pattern or practice" of discrimination or when there has been a denial of rights to a group of persons that raises an issue of general public importance. The Division also participates as *amicus curiae* in federal court cases that raise important legal questions involving the application and/or interpretation of the Act. To alert the Justice Department to matters involving a pattern or practice of discrimination, matters involving the denial of rights to groups of persons, or lawsuits raising issues that may be appropriate for *amicus* participation, contact:

U.S. Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section – G St.
950 Pennsylvania Avenue, N.W.
Washington, DC 20530

For more information on the types of housing discrimination cases handled by the Civil Rights Division, please refer to the Housing and Civil Enforcement Section's website at <http://www.usdoj.gov/crt/housing/hcehome.html>.

A HUD or Department of Justice decision not to proceed with a Fair Housing Act matter does not foreclose private plaintiffs from pursuing a private lawsuit. However, litigation can be an expensive, time-consuming, and uncertain process for all parties. HUD and the Department of Justice encourage parties to Fair Housing Act disputes to explore all reasonable alternatives to litigation, including alternative dispute resolution procedures, such as mediation. HUD attempts to conciliate all Fair Housing Act complaints. In addition, it is the Department of Justice's policy to offer prospective defendants the opportunity to engage in pre-suit settlement negotiations, except in the most unusual circumstances.

ATTACHMENT 12

RACIAL, ETHNIC AND DISABILITY INFORMATION FOR BOISE AREA

	White		Black or African American		Asian, Hawaiian or Pacific		Am Indian or Alaska Native		Other		Two or more races		Hispanic or Latino		Disabled	
	%	2010	%	2010	%	2010	%	2010	%	2010	%	2010	%	2010	%	2010
Boise	90.0%	89.0%	0.7%	1.5%	2.0%	3.4%	0.7%	0.7%	0.1%	2.5%	1.9%	3.0%	4.5%	7%	24.7%	
Ada Co.	90.6%	90.3%	0.6%	1.1%	1.7%	2.6%	0.7%	0.7%	0.1%	2.4%	1.9%	2.8%	4.5%	7.1	23.8%	
Boise Metro	86.6%	87.9%	0.5%	0.9%	1.5%	2.0%	0.6%	0.9%	0.2%	5.4%	1.8%	2.9%	8.8%	12.6	25.5%	

Source: 2010 American Community Survey
 NOTE: Boise Metro includes Canyon County

ATTACHMENT 13

AFFIRMATIVE MARKETING MONITORING GUIDE

Recipients of HOME and CDBG funding have requested a checklist of how the City of Boise will monitor affirmative marketing to help focus their efforts. The reviewer will ask recipients to provide supporting information or documents for each item. Some of the items can be desk monitored while some will be monitored onsite. This checklist can also serve as a self-assessment tool for the recipient's use.

Yes No The Board of Directors adopted the affirmative marketing plan. Date: _____

Comments:

Yes No The recipient is marketing its housing, program or service throughout the service or market area identified in the affirmative marketing plan.

Comments:

Yes No Is the recipient appropriately marketing its housing, program or service to the groups identified as least likely to apply in the affirmative marketing plan.

Comments:

Yes No Is the recipient marketing using commercial media, brochures, signs, and other methods described in the affirmative marketing plan.

Comments:

Yes No The recipient performed a Section 504 self-assessment.

Comments:

Yes No The recipient has 15 or more employees.

Yes No N/A The recipient identified a Section 504 Coordinator: _____

Yes No The recipient posted the City of Boise ADA/Section 504 poster/notice or its equivalent in an accessible location.

Yes No The recipient provided training to staff on program and physical accessibility, including reasonable accommodation requirements.

Comments:

Yes No The recipient has performed a language needs assessment.

Yes No The recipient has adopted a Language Assistance Plan.

Yes No The recipient has provided training to staff on the Language Assistance Plan.

Comments:

Yes No The recipient indicated its TTY number or the Idaho Relay Service number on printed materials, letterhead etc.

Comments:

- Yes No
- Yes No
- Yes No
- Yes No
- Yes No

The recipient is a housing provider. If “Yes”, proceed with this section
 The recipient has provided training to staff on federal and state fair housing laws, accessibility, and reasonable accommodation requirements.
 Five or more housing units are involved. If “Yes”, proceed with this section
 The recipient uses the equal housing logo and caption on printed materials, letterhead, etc.
 The recipient posted the HUD Fair Housing Poster in English and Spanish in an accessible location.

Comments:

- Yes No

The recipient has performed an quantitative and qualitative evaluation of the effectiveness of its affirmative marketing plan. (If “Yes”, attach)

Suggestions: *Has the recipient compared racial/ethnic/disability data on applicants with Boise demographics, reviewed the percentage of applicants that converted to beneficiaries in each racial, ethnic or disability category, looked at patterns of complaints and reviewed actions taken on requests for reasonable accommodation to participate in marketing activities, taken surveys and reviewed other feedback information from applicants and clients, etc. What is this information revealing? What changes or improvements in affirmative marketing occurred or are planned to address these findings?*

Cautions: *The information reported to the City of Boise may not represent the universe of clients served by the recipient. Ex.a recipient may have a single program application, but serves clients from several sources. Some applicants wouldn’t convert to beneficiaries under CDBG or HOME, yet they were “served”. This could skew the numbers. Also, if the reviewer notes a high percentage of applicants in an ethnic, racial, or disability category that fail to convert to beneficiaries, look behind the numbers to discover a reason. The recipient must document the reasons for each denial of an application. Are there procedures or policies that have a disproportionate impact?*

Comments:



SUMMARY REVIEW COMMENTS: