

## **C. HOUSING REHABILITATION**

### **TABLE OF CONTENTS**

	<u>Page</u>
<b>INTRODUCTION</b>	3
<b><u>TASKS</u></b>	
C-1. Developing Program Guidelines and Procedural Requirements	3
C-2. Determining Staffing Needs and Recruiting Program Staff	9
C-3. Soliciting and Screening Applicants	10
C-4. Performing Work Write-ups and Costs Estimates	11
C-5. Contracting for Rehabilitation	12
C-6. Spot Rehabilitation	15
C-7. Demolition	16
C-8. Maintaining Rehabilitation Records	17
<b><u>EXHIBITS</u></b>	
C-1. Rehabilitation Payment Program Guidelines for Deferred Loans	19
C-2. Sample Loan Agreement	33
C-3. Inspection Form for Section 8 Existing Housing Quality Standards	37
C-4. Housing Status Report Form	44
C-5. Lead-Based Paint Information	45
C-6. Applicant Release, Rehabilitation Household Survey, Income Verification Sources, and Income Verification Checklist	65
C-7. Income Limits by Household Size	71
C-8. Work Write-Up and Cost Estimate Format	77

## TABLE OF CONTENTS

	<u>Page</u>
C-9. Contractor Requirements	83
C-10. Contract Package for Rehabilitation	93
C-11. Notice of Acceptance of Work	119
C-12. Release of Lien Forms	121
C-13. Rehabilitation Program File Checklist	123
C-14. Rehabilitation Guideline Checklist	125
C-15. Sample Notice/Demolition of Vacant, Substandard Units	127

## **C. HOUSING REHABILITATION**

### **Introduction**

This section discusses the major issues, options, and requirements associated with the implementation of a Housing Rehabilitation program as a part of the Louisiana Community Development Block Grant Program. **The Rehabilitation activity consists of rehab, reconstruction, and construction administration. Rehab is defined as the repair of an existing house unit while reconstruction is defined as the demolition and replacement of an existing housing unit on the same site.**

The primary purpose of this section is to assist you in accomplishing your rehabilitation activities. However, you should be aware that the discretion you have, coupled with the capacity to directly assist individuals, provides many opportunities for abuse and error. This section is intended to help you avoid many of the common mistakes.

The six major program tasks included are:

- C-1: Developing Program Guidelines and Procedural Requirements
- C-2: Determining Staffing Needs and Recruiting Program Staff
- C-3: Soliciting and Screening Applicants
- C-4: Performing Work Write-ups and Cost Estimates
- C-5: Contracting for Rehabilitation
- C-6: Spot Rehabilitation
- C-7: Demolition

The text describes the issues, options and requirements associated with each task, references required forms, and cites examples of work contained in the supporting material.

### **Task C-1: Developing Program Guidelines and Procedural Requirements**

Your Housing Rehabilitation program must be consistent with your approved application. Any significant variation requires prior DOA approval. You must also develop program guidelines covering the procedural requirements of your Rehabilitation program and administer the guidelines uniformly. No one set of guidelines is right for every locality. **Exhibit C-1** contains a sample guideline. Your guidelines should reflect the needs and priorities you identified in the application and should cover the following:

- ~ Types of Financial Assistance

- ~ Average Loan Amount
- ~ Applicant and Property Eligibility
- ~ Code Enforcement
- ~ Contracting Requirements
- ~ Operating Procedures

### Types of Financial Assistance

There are basically four steps of financial assistance for Housing Rehabilitation programs -- grant, deferred payment loan, direct loan, and leveraged loans; and within each category there are numerous variations. Your local priorities should determine the types of financial assistance you should include in your Rehabilitation program.

1. Grant Programs -- In grant programs, LCDBG funds are used to make outright grants to individuals -- usually owner occupants -- to cover the cost of Rehabilitation. They can be used to effectively target assistance to low-income homeowners. Grants are very marketable due to their popularity with recipients; and grant programs are relatively simple to administer. Grant programs have two major disadvantages: they cannot recapture and recycle program funds; and they do not leverage non-program funds. THE STATE NO LONGER USES THIS TYPE OF PROGRAM.
  
2. Deferred Payment Loans (DPL) -- Through this type of assistance, the City/Parish makes loans to eligible applicants and defers interest and/or principal until the end of the term of the loan or the sale or transfer of the property. Deferred payment loans are appropriate for assisting low-income homeowners. The property is legally liened, but there are no monthly repayments. The State uses this type of program in lieu of a grant program and the units rehabilitated must be liened a minimum of five (5) years with no pay back of principal or interest if the homeowner remains in the house for the specified time. Contact the State for instructions should the owner sell, rent, lease or otherwise vacate the property prior to the end of the five year period.  
  
DPL's can operate very much like grants if the loans are made at no interest or very low interest and the repayment of both principal and interest are deferred until the sale or transfer of the property. Unlike grants, however, the repayment feature of DPL's provides a mechanism for recapturing and recycling program funds. You should review the procedures for a local loan program with your City/Parish attorney before you proceed.
  
3. Direct Loans -- With direct loans, the City/Parish uses LCDBG funds to make direct below market interest rate loans to individuals. Over time, a loan program can become self-perpetuating if loan repayments are used to finance additional loans. Interest rates commonly charged range from 3 to 12 percent and are often varied with the income of the borrower. These loans are appropriate for assisting low/moderate income homeowners. Direct loan programs require the City/Parish to secure a valid lien and execute a formal loan arrangement. See **Exhibit C-2**.
  
4. Leverage Loans -- In leverage loan programs, LCDBG funds are used to match or leverage

funds from local financial institutions, commonly through principal reduction, interest subsidy, or compensating balance.

Localities without experience negotiating leveraged loan agreements with private financial institutions must request assistance from the State.

The major advantage of leveraged loan programs is that they increase the total funds. These funds expand your capacity to provide assistance by the amount leveraged. The major disadvantage is that leveraged loans may not be very effective for targeting assistance to low income recipients.

Grant/Loan Amount:

Your application indicated the number of units to be Rehabilitated you would complete with the amount of funds approved. **THIS IS A CONTRACTUAL OBLIGATION.** In order to meet this obligation, your guidelines should specify an average amount to be expended per unit. These guidelines must identify a separate amount for rehab and reconstruction. You must offset funds expended on jobs exceeding the average amount through savings from rehabilitated jobs costing less than the average amount. These averages should apply to the program as a whole, thereby assuring that you have funds to complete the number of units indicated in your approved application. Any deviation from the total number projected in your application must be approved by the state *in advance*.

The amount you determine as your average grant/loan amount should be based on the general condition of the units to be rehabbed and/or reconstructed and the estimated amount of money needed to bring the targeted housing up to Section 8 and Cost Effective Energy Conservation Standards. Have a contractor or building inspector actually prepare cost estimates as the basis for setting the average grant/loan amounts. Also, be sure to specify the procedure for changing the figure over time.

Applicant Eligibility:

Your approved contract specified the number and percentage of low-moderate income occupants you would assist in a pre-determined target area(s). Your approved application specified the percentage of your funds benefiting low-moderate income households. These are contractual obligations and you must develop procedures to assure that you meet them. Additionally, your guidelines must contain provisions barring conflict of interest.

**No expansion of a target area(s) will be allowed under the LCDBG Housing Rehabilitation program. Additionally, any residential housing unit which has received assistance (house has been rehabbed or replaced) under a previous LCDBG Housing Rehabilitation program is ineligible for any further assistance.**

Property Eligibility:

Only single-family and duplex structures are eligible under this program. Your approved application

specified the number of units you would rehab, reconstruct or demolish, and your guidelines must contain procedures to assure that you meet this contractual obligation.

Adjudicated homes within the target area will qualify for rehabilitation/construction under the LCDBG Program and will be counted as owner occupied housing. The terms for the transfer of ownership to a low-income family will be predicated on a ten-year forgiven loan basis.

Additionally, your guidelines must contain flood insurance requirements. These guidelines must meet the requirements in those set forth under HUD's Flood Protection Act of 1973. If the property is located within a HUD-designated area of flood hazard and you propose improvements, then flood insurance must be purchased by the time of completion of the unit for the maximum length of time that flood insurance may be purchased for, up to the end of the five (5) year lien period. The cost of the insurance is an eligible LCDBG activity.

It is mandatory that the following be included in the Rehabilitation guidelines (at a minimum):

- (1) To be eligible, a homeowner must have lived in the unit for a minimum of six (6) months and either own or have obtained usufruct of the property to be Rehabilitated **prior to the execution of the contract for Rehabilitation.**
- (2) After Rehabilitation, if a unit is sold, rented, leased or otherwise vacated by the homeowner within five (5) years from the end of the lien period, the grant funds used to rehab or reconstruct that unit must be pro-rated over the five (5) year period and that portion of time not lived in the house by the homeowner be converted to a dollar amount and returned to the State. (For example: A \$15,000 rehabbed unit sold after two (2) years would equate to \$15,000 divided by five (5) years = \$3,000 per year or \$6,000 of grant money would be forgiven and \$9,000 of grant money returned to the State.) If the owner vacates the property for any reason, you should notify the State immediately for instructions. Certain circumstances, such as death of the sole owner of the property, null and voids this requirement as long as the unit stays within the family and the family member does not sell the unit during the remainder of the deferred loan period.

Eligible Improvements/Rehabilitation Standards:

The guidelines must also specify the material specifications used and the standards which properties must meet after Rehabilitation. You must adopt Section 8 Existing Housing Quality and Cost Effective Energy Conservation Standards and the elimination of lead-based paint hazards as the minimum standards a unit must meet after Rehabilitation (**Exhibits C-3, C-4, and C-5**). Also, the guidelines must address the Fire Administration Authorization Act of 1992 for single family Rehabilitated units with at least two smoke detectors installed in the unit, both of which are hard-wired with a battery back-up. Another option is to use local housing or occupancy codes. These codes must be equal to or higher than Section 8 standards. The amount of money needed to bring a significantly deteriorated unit up to code is usually greater than the amount needed to bring it up to Section 8 and Cost Effective Energy Conservation Standards.

Adoption of local codes or the Southern Building Codes as the minimum property standard usually

means that some of the worst housing in the community will not be eligible for rehab because they cannot be brought up to codes within the average grant/loan amounts, and these units must be reconstructed instead.

You may use local codes or the Southern Building Codes which exceed Section 8 and Cost Effective Energy Conservation Standards, but if you use them, you must apply them to your Rehabilitated units. Which you choose depends on the condition of the targeted housing, the income of the resident, and your maximum grant/loan amount.

Any improvement needed to bring the unit to code or which will result in energy conservation should be specified as an eligible improvement. Exterior painting or siding should also be eligible, depending on local weather conditions. General property improvements -- carports, den additions, etc., are generally ineligible for grants and deferred payment loans, and may or may not be allowed for other loans. If allowed, it is a good idea to limit the cost of general property improvements to a certain percentage of the loan (such as 10-20 percent).

A housing unit is eligible for rehab when the estimated cost of the rehab work is less than 75% of the fair market value of the house after the rehab work is completed. If the estimated rehab cost exceeds this 75% value, the unit must be reconstructed. Lead-Based Paint related expenses must be included in this valuation process for all homes built prior to 1978. Documentation which supports the Rehabilitation method chosen (rehab or reconstruction) must be maintained in the individual housing unit file, and reconstruction is allowed **ON THE SAME SITE ONLY**. Building a new home on a different site constitutes a Displacement and Permanent Relocation activity and the regulations detailed in Chapter E of this handbook must be adhered to.

**Houses to be replaced must be demolished on-site, not simply moved to another location. Should a house scheduled for demolition be relocated (rather than demolished on-site), the Grantee assumes all financial responsibility for that reconstruction unit.**

Mobile homes and modular housing units may not be rehabbed with LCDBG funds, nor may they be utilized as reconstructed units. Eligible units must be replaced with “stick-built” homes.

Eligible reconstruction expenses may include, but are not limited to, the following: moving and storage expenses for household belongings, connection and disconnection of utilities, rental assistance, demolition of the existing structure and reconstruction of the new residence. Any residential tenant who has been temporarily relocated for a period beyond one year must be contacted by the grantee and offered all permanent relocation assistance.

For Rehabilitation activities where the homeowner must vacate their unit while construction occurs, the grantee must inspect the temporary living facility for Section 8 violations. The displaced persons must be advised as to whether they are moving into a standard or sub-standard unit and a signed statement acknowledging this fact must be maintained in the applicable housing unit file.

Effective with the FY 1998 LCDBG Program **central air conditioning** is an eligible improvement for all rehabbed housing units and is a required item for all reconstructed housing units. Window units, wall units, and/or other portable air conditioning units are not allowed under this program.

Beginning with FY 1994 LCDBG Programs, the Lead Based Paint Poisoning Prevention Act will require **the elimination of lead-based paint hazards** through the provisions set forth in Section 302 of this Act by establishing procedures **to eliminate as far as practicable the hazards** due to the presence of paint which may contain lead and to which children under seven years of age and/or pregnant women that may be exposed in existing housing which is Rehabilitated with assistance provided under the LCDBG Program. Therefore, each community receiving an LCDBG housing grant will have to assess their target area housing stock to determine which houses need to be tested for lead-based paint as follows: **1) All houses constructed prior to 1978 must be tested for the presence of lead-based paint, 2) If lead-based paint is found you must contact our office for further instructions, and 3) All workers, contractors, inspectors and consultants participating in any lead-based paint abatement Rehabilitation project must be state certified in order to oversee the Rehabilitation and/or work on the unit affected.**

Any community awarded an LCDBG housing rehabilitation grant after September 14, 2000, will have to comply with the new Lead Based Paint Requirements as outlined in 24 CFR Part 35, et al. These rules will require, among other things, a risk assessment for all housing units built prior to 1978, regardless of the home's occupants. Copies of this regulation and other materials may be downloaded from [www.hud.gov/lea](http://www.hud.gov/lea), or you may call HUD at (202) 755-1785, ext. 104.

A copy of the U.S. EPA/HUD/CPSA Lead-Based Paint Hazard Informational Pamphlet, "Protect Your Family from Lead in Your Home" (April 1999) has been provided as **Exhibit C-5**. This pamphlet must be distributed to all housing rehab recipients. These recipients must also be provided with the "Watch Out for Lead-Based Paint" notification, and a signed copy of this notification must be maintained in the Grantee's files.

Also included in **Exhibit C-5** is a copy of the HUD standards for safe and prohibited methods for treating lead-based paint. **ALL CONTRACTORS MUST BE PROVIDED WITH A COPY OF THESE STANDARDS. ANY VIOLATION OF THESE STANDARDS WILL RESULT IN THE CONTRACTOR BEING PERMANENTLY BANNED FROM THE LCDBG HOUSING REHABILITATION PROGRAM.** A workshop will be held for all housing grant recipients prior to actual start of any housing rehab.

### Contracting Requirements

The homeowner should be a party to the contract for Rehabilitation services. However, you remain responsible for monitoring contractor compliance with federal standards, payments, and other program requirements whether or not you are a party to the contract. Therefore, you may want a

three-party contract or to serve formally as the owner's agent. The rehabilitation contract must include all of the applicable federal standards. It must also include a written complaint procedure. The guidelines should specify contracting procedures and any other procedures which govern the conduct of work, such as those relating to change orders, dispute resolution, and acceptance of work. Regarding the latter, you should assume final authority for sign-off on completion of work in the event of a dispute between the owner and contractor. Prior to any sign-off in any dispute, you should contact the State.

Consultants, contractors, or inspectors who have been indicted for any criminal misconduct involving work performed on any Community Development Block Grant Program, within or outside of the State of Louisiana, may not participate in the Louisiana Community Development Block Grant (LCDBG) Program. This ban on participation will remain in effect until or unless the legal charges against such persons have been resolved in their favor, either through dismissal or a finding of innocence. Those individuals whose indictments result in convictions will be permanently barred from participation in the LCDBG Program.

#### Operating Procedures:

The guidelines must be adopted by the governing body of the grantee. The guidelines should include other issues such as complaint procedures, responsibilities of the recipient, relocation policies in the event of the need for temporary relocation, and so forth.

Complaints are a part of every Rehabilitation program. The best prevention is to conduct frequent on-site inspections of the work, and stop the work when there are problems until the problems are corrected. Also, make sure that your recipients are well-informed about the contract work, have signed-off on every page of the work write-up, and have a copy of the Rehabilitation guidelines. Your complaint procedure itself should include written responses from grantee representatives and an appeal procedure.

#### **Task C-2: Determining Staffing Needs and Recruiting Program Staff**

In staffing a Rehabilitation program, it is helpful to understand the specific skills that will be needed. There is a need for a person who can work effectively with low/moderate income persons, process paperwork, and manage the program. Someone must talk to applicants, visit their homes to complete family surveys, and keep track of the Rehabilitation program and process. There is also a need for a person with experience and knowledge in the areas of home construction, local codes, inspection (building, electrical and plumbing), and cost estimating. Young, bright college graduates almost never have these skills. These skills are found in experienced contractors, building inspectors, architects, fire insurance adjusters, etc., familiar with Rehabilitation. Generally, the people who can do this work are older people with construction related work experience. It is rare, indeed, to find an individual who can do both. If it is a choice between hiring one or the other, it is recommended that you hire the person with the construction-inspection skills. Most people can learn

in a relatively short period of time how to process paper, and many can learn the necessary interviewing and other interpersonal skills. It is much harder to learn to do good work write-ups, cost estimates, and inspections.

The current maximum allowance for the cost of administering a Rehabilitation program is \$35,000 in general administration plus \$3,200 of construction administration per completed rehab and reconstruction unit. Construction administration will be paid upon completion of construction. Preparation of work write-ups and making site inspections area are part of construction administration activities. You may be able to locate people to assist you on a contract basis.

The quality and success of a Rehabilitation program depends on the quality and experience of the people implementing the program. If inexperienced staff must be used, make sure they attend one or more Rehabilitation workshops and/or training programs. **ALSO ARRANGE FOR THEM TO SPEND A WEEK OR SO IN A COMMUNITY WITH AN ONGOING REHABILITATION PROGRAM TO GAIN A BETTER UNDERSTANDING OF THE POTENTIAL PROBLEMS OF THE PROGRAM.** Information about training sessions and workshops is available through your Local Government Representative in the State's Office of Community Development. The payoff from a good staff cannot be overestimated.

### **Task C-3: Soliciting and Screening Applicants**

You must inform property owners of the availability of Rehabilitation assistance. Generally, loan programs require a greater "sales" effort than a grant program. You must direct your public relations efforts to reaching the residents of your target area. The program should be well-publicized, and thoroughly explained to all interested individuals. All potential recipients should be screened first for income eligibility. The information needed to determine basic applicant eligibility can be obtained through a household survey which solicits information on income, family composition, place of employment, and tenure (**Exhibit C-6**).

Usually the Rehabilitation officer will conduct the interview. This information must be verified. Verification should be done carefully and sensitively since many people do not wish others to know they have applied for assistance. The information solicited is confidential and should be treated as such. You must obtain the applicant's permission to verify income. **Exhibit C-6** also includes a sample form for this purpose and contains a list of income verification sources on the second page.

Households/persons which can be categorized as extremely low, low and moderate income must be determined based upon the number of persons in the household. Current median family income figures for extremely low and moderate income limits for all of the eligible applicants are included in **Exhibit C-7**.

#### **Task C-4: Performing Work Write-ups and Cost Estimates**

An inspection of the property should be conducted to determine the type and cost of work necessary to bring the property into compliance with the established property Rehabilitation standards. This is termed a work write-up and cost estimate. The work write-up should be designed so that it can form the basis of bid specification if a loan or grant is made. **THE WORK WRITE-UP SHOULD SPECIFY ALL THE WORK THAT MUST BE DONE TO BRING THE BUILDING TO MINIMUM REHABILITATION STANDARDS**, including the elimination of lead-based paint hazards. These write-ups are usually done on a room-by-room basis. Some communities with experienced staff have blank forms the inspector fills in as he/she inspects the unit. If your staff is very inexperienced, you may need to adopt very detailed check-off forms which list virtually every possible deficiency. The inspector checks for each one and specifies action needed to remedy the problem. It is better to err on the side of caution. Your inspector should certify by signature on the work write-up that the specified repairs will be adequate to bring the unit up to minimum Rehabilitation standards, and the homeowner should sign each page of the work write-up.

When preparing the work write-up you should note the following changes in our program:

- (1) The prohibition of purchasing new stoves and refrigerators has been lifted. This is a result of numerous problems associated with the purchase of used refrigerators and stoves.
- (2) As in the past, **unvented fuel burning space heaters violate Section 8 Standards** and must be replaced during Rehabilitation. If the unvented heater is fueled by gas, the gas line must be capped below the floor and permanently sealed. **The unvented fuel burning space heater must be removed from the premises by the contractor and DESTROYED.**
- (3) Attached outbuildings are eligible for rehab if the outbuilding shares a common wall with the structure to be rehabbed. Many garages and covered walkways are examples of attached buildings. Unattached outbuildings, buildings which do not share a common wall, shall not be rehabbed with LCDBG funds. They may, however, be painted or demolished with LCDBG funds.
- (4) If the unit to be Rehabilitated is within a designated flood zone then flood insurance must be purchased at the time of completion of the Rehabilitated unit. The purchase of flood insurance is an eligible LCDBG expense associated with the unit cost. The grantee **must** purchase flood insurance for at least the first year, and longer if able but not to exceed the lien period.
- (5) The State considers that a unit undergoing rehab should have at a minimum of \$8,000 worth of repairs conducted on it in order for the unit to be considered rehabbed. Any deviation from this must have prior approval from this office.
- (6) Mobile homes cannot be rehabbed with LCDBG funds, and mobile homes **ARE NOT** acceptable for use as reconstructed units.

Once the work write-up has been prepared, the cost of the work has to be estimated. The cost estimate is necessary to know whether or not the work can be done within the grant/loan limits. The person doing cost estimates should be familiar with the current cost of building materials and labor in the community and be able to estimate accurately the amount of time required to complete each task. Although there is no substitute for experience, if staff are inexperienced, they should talk with building supply people, contractors, and other communities in order to increase their knowledge of local costs. Cost estimation is important because if your estimates are low, contractors will not bid the job within grant/loan limits, or they will bid lower than they should, and then attempt to get change orders. Good, reliable cost estimates are critical. Since costs change rapidly, it is important that cost estimates be used as soon as possible. **Exhibit C-8** is a sample work write-up and cost estimate.

### **Task C-5: Contracting for Rehabilitation**

Developing and implementing effective contracting procedures is one of the most critical tasks in your Housing Rehabilitation program. Three subtasks are covered in the following discussion: 1) recruiting contractors; 2) preparing the contract; and 3) bidding, contract award, and monitoring.

#### Recruiting Contractors:

The absence of interested and/or qualified contractors has been a major problem for some localities in carrying out their Rehabilitation program. Depending on the level of construction activity in the locality, home building and remodeling contractors may not be interested in relatively small jobs for repairing homes in poor condition. You should try to identify possible contractors and attempt to interest them in program participation.

The yellow pages of the telephone book, the Chamber of Commerce, conversations with local construction materials suppliers, and word of mouth are all information resources to aid you in developing a bidders list. Also, Section 3 and other Equal Opportunity activities may yield potential contractors.

To promote the participation of small contractors, you should attempt to eliminate procedural barriers and provide what technical assistance you can. Bonding and insurance requirements for small contractors can be prohibitive. Some localities have waived bonding requirements for all small minority businesses and developed alternative ways to protect property owners.

Contracts for rehab must be executed with a registered home improvement contractor. Contracts exceeding \$50,000 for the reconstruction of a home (whether single or multiple contracts with the same contractor on the same property) must be executed with a licensed residential building contractor. These are State requirements as defined in R.S. 37:2150-2175. Relevant excerpts are included as **Exhibit C-9**. (Exceptions to the contract requirement law are also provided in this exhibit.)

The contractor's license/registration number (if applicable) must be provided with all bids. Verification of the contractor's license/registration is required to be done by the grantee prior to execution of the individual contract.

Homeowners will be ineligible to bid on the Rehabilitation of their residence.

All prospective contractors under your Rehabilitation program must be screened by DOA for Verification of Contractor Eligibility. (See **Exhibit B-7** in the Public Facilities portion of this LCDBG Program Manual).

**The Louisiana Department of Social Services (D.S.S.) must also be contacted to determine if the contractor is delinquent in his child support payments (if applicable). A memo or letter must be included in each client's application file verifying that D.S.S. has been contacted and that the contractor is not delinquent in child support payments for each project he works on. If delinquent in his child support payments, a contractor must become current or be certified as current by D.S.S. prior to becoming eligible to work in the LCDBG Housing Program. After each house has been substantially completed, D.S.S. must be re-contacted to verify "current status" prior to the awarding of a new contract.**

It is important to note that under the current LCDBG Program consultants, contractors or inspectors who have been indicted for any criminal misconduct involving work performed on any Community Development Block Grant Program, within or outside of the State of Louisiana, may not participate in the Louisiana Community Development Block Grant Program. This ban on participation will remain in effect until or unless the legal charges against such persons have been resolved in their favor, either through dismissal or a finding of innocence. Those individuals whose indictments result in convictions will be permanently barred from participation in the LCDBG Program.

Technical assistance approaches some localities have adopted are: financial management assistance to small contractors; talking to local suppliers to assure them of payment for any credit extended to Rehabilitation contractors for CDBG-funded jobs, guaranteed through direct billing, if necessary; and talking to local financial institutions to encourage them to extend lines of credit. It may also be helpful to allow progress payments on Rehabilitation jobs. However, progress payments should only be used for completed work.

#### Preparing the Contract:

The contract for Rehabilitation must include the language and requirements specified in the applicable federal, state, and local laws binding the program. A sample contract is included in **Exhibit C-10**. As with general construction contracts, federal provisions are triggered depending on the amount of the contract. Davis-Bacon and other labor standards provisions do not apply unless the rehabilitation is to be undertaken in a structure with eight or more units or when eight or more units are bid under one contract.

The federal provisions that apply to your Rehabilitation contract are provided as a part of **Exhibit C-10**. These provisions include equal opportunity, flood hazard insurance, access to records, conflict of interest, Section 3 and the like.

Localities should also consider including provisions in repair contracts which require the contractor to obtain and pay for all necessary permits and licenses; perform all work in conformance with local codes and requirements covered by the specifications and drawings; keep the premises clean and orderly during repairs and remove all debris at the completion of work - the contractor shall own all materials, equipment and debris removed from the site; not assign the contract without written consent; and warrant their work for one year from final acceptance. If they do not honor their warranty, you can bar them from future work.

IN ORDER TO BE A COMPLETE CONTRACT DOCUMENT, THE APPLICABLE LCDBG AND LOCAL TERMS AND CONDITIONS MUST BE INCLUDED ALONG WITH THE SPECIFICATIONS OR INCLUDED BY REFERENCE.

Bidding, Contract Award, and Monitoring:

Public, competitive bidding should be required for your Rehabilitation contracts. The job should be advertised, bid on, and awarded to the lowest responsive and responsible bidder. As a general rule, bids below 15 percent of the cost estimate are considered non-responsive. Some localities have added to local regulations that the contract cannot be awarded to the low bidder if that contractor has a backlog of incomplete Rehabilitation jobs. Prior to award of the contract, the locality should check with the State to verify that the contractor is not on the list of debarred contractors. If you expect to be using the same contractors repeatedly, you may wish to send a list of them to be cleared at the beginning of your program; this clearance is good for the duration of each LCDBG grant.

Following award of the contract, the contract package should be executed by all parties. The homeowner should sign and date each page of the work write-up to reduce possible misunderstandings about the work to be performed. At a minimum, the signature must be on the final sheet of the work write-up. A Notice to Proceed should be issued to the contractor which should specify the time period within which the work should begin and when the work should be completed. Some contractors may request progress payments. These should only be tied to inspection of the work. Progress payments should generally not total more than 80 percent of the work satisfactorily completed. If allowed, project milestones triggering progress payments should be specified in the contract. Either the homeowner must sign the progress payment invoices (indicating acceptance of work and approval of payment) or the progress payment checks must be made payable to both the homeowner and the contractor.

Systematic, documented, thorough inspections are critical to successful housing Rehabilitation. Inspections should identify and remedy problems as early as practical. A written inspection report should be filed within 24 hours of each inspection. Payments are the primary leverage over contractors and should be withheld until faulty work is corrected. IF SERIOUS DEFICIENCIES

ARE IDENTIFIED THROUGH INSPECTION, YOU CAN TERMINATE THE CONTRACT. Compute the cost of the completed satisfactory work. You can then solicit another contractor to complete the work paying the original contractor only if sufficient funds remain for the new contractor to complete the work. You should also recognize that your staff may have to intercede on behalf of the contractor with the property owner who may have unfounded complaints about the repairs.

When repairs are completed and a final invoice is received from the contractor certifying completion in accordance with the contract and warranty, you must make a final inspection. If the work is satisfactory and complete, the job should be accepted (**Exhibit C-11**). After the receipt of a release of liens and applicable warranties from the contractor, all subcontractors and suppliers (**Exhibit C-12**), and the elapse of the requisite lien period, final payment can be made. YOU MUST PERFORM A FOLLOW-UP VISIT TO THE PROPERTY OWNER IN ROUGHLY 60 DAYS TO SEE IF THERE ARE ANY PROBLEMS WITH THE JOB. If problems have occurred, you should assist the homeowner, or at the time of the final inspection advise the homeowner of the warranty period and have him/her sign a statement which verifies that he/she was provided with a name and phone number of the person to call in the event there are problems. You should keep a copy of this signed statement for your files to obtain corrective action according to the warranty.

A separate file should be maintained for each rehabilitation project, with all of the required documentation. **Exhibit C-13** is a Rehabilitation Program File Checklist. **Exhibit C-14** is a checklist for your Rehabilitation Program Guidelines.

### **Task C-6: Spot Rehabilitation**

Spot rehabilitation is eligible with prior written approval from the State's Office of Community Development within the target area. Spot rehabilitation can commence once the grantee has completed rehabilitation, reconstruction, and demolition activities on **all** housing units in the grantee's original application for funding. A maximum of \$500 will be allowed for spot rehabilitation administration upon completion of the construction activity. Any remaining CDBG funds may be utilized for spot rehabilitation in the following order:

- (1) Roof replacement or repairs
- (2) Central heat and A/C installation
- (3) Electrical
- (4) Plumbing
- (5) Handicapped accessibility

Housing units that receive spot rehabilitation do not have to meet Section 8 Housing Quality Standards.

### **Task C-7: Demolition**

Sometimes a community will find a house vacant that simply cannot be brought up to Section 8 standards within their Rehabilitation guidelines because the unit is so deteriorated that rehab is not feasible. If the community wishes to demolish the unit under State/local code provisions, you must follow the ten step procedure mandated by State law and adopt a local demolition policy. The following must be done:

1. Have the unit inspected by a qualified Building Inspector.
2. Have the Building Inspector prepare a written report signed by him which recommends demolition or removal of the unit; this can be a Section 8 checklist and photograph.
3. The Local Governing Body must serve notice on the owner, requiring him to show cause why the unit should not be condemned at a Local Governing Body meeting. This notice must be served by the Chief of Police or any Sheriff or Deputy Sheriff.
4. The serving officer must make a return of service.
5. If the owner does not live in the State, the Local Governing Body has to appoint an attorney at law upon whom the notice can be served.
6. The notice has to be filed with the Clerk of the Court.
7. A public hearing is held and at the conclusion, the Chief Elected Official must pass a resolution ordering condemnation of the building and that it be demolished and removed by a certain time.
8. There must be a five (5) day period in which the owner may appeal the written order of the governing body.
9. If the owner does not voluntarily demolish the building, the governing body can proceed with the demolition and removal.
10. Before demolishing the unit, the Chief Elected Official must serve notice on the owner or his agent and on the occupant or the attorney representing an absentee owner that states the date and time the demolition or removal work will begin.

The fee of an attorney appointed to represent an absentee owner is an eligible cost of the demolition.

**Exhibit C-15** details these requirements under Louisiana R.S.33:476 et.seq. Also, relocation/demolition requires that your community adopt a local relocation policy like the one in **Exhibit E-1** or conform to the Uniform Act Requirement discussed in Chapter D of this handbook.

### **Task C-8: Maintaining Rehabilitation Records**

For record keeping requirements, refer to Part A, Program Administration, **Task A-16: Record-Keeping and Reporting**. In addition to these items, housing grant recipients must also maintain a Housing Status Report which contains a list of all units identified in the original grant application plus any additional applicants. A sample is provided as **Exhibit C-4**, and a copy of this completed report must be submitted with closeout documents.



## SAMPLE

### REHABILITATION PAYMENT PROGRAM GUIDELINES FOR DEFERRED PAYMENT LOANS

CITY OF \_\_\_\_\_  
HOUSING REHABILITATION POLICY

#### I. AUTHORITY

The City under authority of the Housing and Community Development Act of 1974, as amended, has been allocated funds in the FY 20\_\_ Louisiana Community Development Block Grant Program for the purpose of Rehabilitating owner-occupied residences within the target area of the community. This program is undertaken in compliance with guidelines and objectives of the Housing and Community Development Act and subsequent rules and regulations as promulgated by the U. S. Department of Urban and Community Affairs. A map outlining the target area will be available for review at City Hall.

This Housing Rehabilitation Policy was adopted by the City on \_\_\_\_\_ at its regular scheduled meeting.

#### II. OBJECTIVES

The City in connection with its FY 20\_\_ Louisiana Community Development Block Grant Program is undertaking a Housing Rehabilitation program to improve the conditions of housing within the target area. This program has been undertaken as a partial fulfillment of the housing assistance to families of low to moderate incomes. It is anticipated that this program will assist in the effort of the community to conserve existing housing stock within the target area and in its neighborhood stabilization and revitalization efforts.

#### III. DEFINITIONS

1. Applicant - Individual or family who owns a one to two dwelling residential property and whom may be eligible for assistance from the community.
2. Elderly Household - A household headed by a person over 62 years of age.
3. Grant or Deferred Loan Program - The amount of money given or loaned by the community to an owner-occupant for the Rehabilitation of a dwelling unit to bring it up to Section 8 Housing Quality Standards and HUD's Energy Cost Effective Measures.

4. Habitable Room - A space used for living, sleeping, eating, or cooking, or combination thereof, but not including bathroom, closets, halls, storage rooms, laundry and utility rooms and similar spaces.
5. Handicapped Household - A household headed by a person who is under a disability or is handicapped (as defined in Section 3 of the U. S. Housing Act of 1937, as amended).
6. Includable Cost - Cost allowable in Rehabilitation grants or grant/loan combinations include:
  - a. Repairs necessary to meet, at a minimum, Section 8 property rehabilitation standards.
  - b. Removal of architectural barriers for elderly or handicapped residents, such as installation of handrails, wheelchair ramps, etc.
7. Large Family - Households of five or more persons, excluding handicapped households.
8. Owner-Occupied Units - A property occupied for a minimum of 6 months by the owner or person(s) having usufruct, that is used entirely for residential purposes.
9. Ownership - Any person who has a real interest in any property or structure. Such interest shall include legal, conventional proof of said right. Payment of taxes for the last three years will be considered sufficient proof, when accompanied by properly executed deed or evidence of transfer of ownership.
10. Program - The policies and procedures set forth in this document.
11. Property Rehabilitation Standards - The standards adopted by the community to meet the Rehabilitation objectives adopted in this program. At a minimum, they must be Section 8 Housing Quality Standards and Energy Cost Effective Measures.
12. Rehabilitation Construction - All repairs to or reconstruction of present elements of an existing building as may be necessary to bring this unit into conformity with the Property Rehabilitation Standards.
13. Extremely Low to Moderate Income - Income does not exceed the limits allowed by the median family income figures based on the number of persons in the household.
14. Small Families - Four (4) or fewer persons.
15. Person - One or more actual persons, who either hold legal title to, or occupy a property to be Rehabilitated.

16. Work Write-Up - List of items in detailed descriptions done by the Building Inspector  
to be used by the Contractor to bring the house up to safe, sanitary and decent standards. (Section 8)
17. Substandard Housing - Any dwelling which lacks some or all essential plumbing or in which there exists such physical condition as to endanger the life, limb, health, property, safety or welfare of the occupants or of the public.
18. Suitable for Rehabilitation - A property which meets the following criteria:
  - a. Conforms with local zoning ordinances.
  - b. Does not currently meet Section 8 Property Rehabilitation Standards.
  - c. Is determined to be economically and physically appropriate for rehab considering the cost of required equipment and construction; market acceptance and value of unit after rehab.
  - d. If unsuitable for rehab, the unit will be reconstructed.

#### IV. ELIGIBILITY REQUIREMENTS

1. Ownership Requirements - To be eligible for a Rehabilitation grant, the applicant must be an individual who has occupied the unit for a minimum of six (6) months, and either owns or has obtained usufruct of the residential unit to be Rehabilitated. Ownership/usufruct must be verified.
2. Income Regulations:
  - a. Any regular income by any person residing in the dwelling unit at the time of application of the applicant. Savings and the assessed value of other real property holdings shall be considered and verified as income resources. (Savings account of applicants must not exceed \$15,000 for an applicant to be eligible except for those applicants over 62 years of age or disabled, who may have savings up to \$20,000.) Verification of income shall be obtained from applicant's employers, or financial institutions as necessary. The applicant may be requested to produce their most recent federal tax return.
  - b. The income limits of the Housing Rehabilitation grant program depends upon household size. The following maximum annual income limits by family size are used in determining grant eligibility:

**Update according to HUD annual income criteria.**

**Example** - Use applicable annual income.

<u>Family Size</u>	<u>% Median</u>	<u>Maximum Yearly Income</u>
1	50	\$ 9,900
2	55	11,300
3	70	12,750
4	80	14,150
5	85	15,300
6	90	16,400
7	95	17,550
8 or more	100	18,700

A staff person will visit each applicant and complete a family survey form which is considered confidential information. The information on the family survey is verified and a determination made that the household's income qualifies for assistance. All deferred loans must be made to low-moderate income households. (This chart should be adjusted to the income limits of each community.)

5. Conflict of Interest Prohibition

No member, officer, or employee of the City, or its designees, or agents, no consultant, no member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to this LCDBG project during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity, or benefit therefrom, which is part of the Project.

However, upon written request of the City, the State may agree in writing to waive a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the State determines that undue hardship will result either to the City or the person affected by applying the prohibition and that granting of a waiver is in the public interest. No such request for waiver shall be made by the City which would, in any way, permit a violation of State or local law or any charter provision of the City.

V. SELECTION CRITERIA

1. Priority shall be given to households whose incomes do not exceed 50% of the median income.
2. Priority shall be given to eligible elderly and/or handicapped households.
3. Priority shall be given to applicants where the improvements are necessary to remove immediate hazards to health or safety and all other eligibility requirements are clearly met.
4. Priority shall be given to single female-headed households.

VI. SELECTION PROCEDURE

1. The community shall appoint a Rehabilitation Advisory Committee representative of the community. It shall be the function of the committee to make recommendations as to program benefits, selection criteria, eligibility requirements and property standards. The committee will also oversee work of the program staff and serve as an appeal board.
2. Applicants shall be solicited through public advertisement of grant availability in the local newspaper, by posting notices in conspicuous gathering places, and through church announcements. Special outreach efforts shall be made to include handicapped, elderly and female-headed households. The community shall furnish assistance to persons in filling out the applications and verifying information. Applicants shall be requested to make appointments with the community representatives for counseling and application preparation.
3. The community shall develop rating sheets for each applicant based upon the Selection Criteria delineated in Paragraph V. A list of qualified applicants meeting the income and ownership requirements shall be developed for rating. Those applicants who do meet ownership and income requirements shall be notified in writing of the communities determination.
4. Grant recipients meeting all eligibility requirements shall be selected and processed in numerical descending order of rating.
5. In the event that the budget balance is not sufficient to provide the necessary amount of Rehabilitation funds to the next consecutive qualified applicant, the community may choose to Rehabilitate a dwelling whose estimated cost of repairs falls within the amount available.

6. Variance from these procedures can only be accomplished by the amendment of this program or by other written resolution of the community.

## VII. REHABILITATION SUITABILITY

Each unit must be suitable for Rehabilitation as defined in Paragraph III; item 18.

## VIII. PROPERTY REHABILITATION STANDARDS

All rehabilitated units must meet at a minimum the HUD Section 8 Existing Minimum Housing Quality Standards and Cost Effective Energy Conservation Standards, the Lead-Based Paint Controls and Abatement Standards ("Watch Out For Lead-Based Paint"), and the Fire Administration Authorization Act of 1992.

## IX. GRANT LIMITATIONS

A maximum average of \$24,000 per unit shall be available for rehabbing units to comply with Section 8 Property Rehabilitation Standards. A maximum average of \$52,000 per unit shall be available for reconstruction of eligible units. In determining rehab costs, the community should be aware of the 75% valuation rule-of-thumb which recommends the demolition and reconstruction of any unit where the Cost Estimate for rehabbing the unit is 75% or more of the value of the rehabbed unit after rehab is complete.

## X. FILES AND RECORDS

1. Accurate files and records shall be maintained on each applicant. All documentation pertinent to the applicant shall be included. The community should provide maximum confidentiality of the property owner's personal data. When the final follow-up inspection has been completed, the files shall be maintained for a period of four (4) years beyond the final closeout date of the program.
2. A separate file shall be maintained on each contractor with verification of eligibility checked through the Division of Administration in Baton Rouge.
3. All files and records shall be opened for inspection as to qualifications, contract procedures, inspections of work and progress payments and final payment.

## XI. REHABILITATION PAYMENTS

1. The Contractor will be paid not more than 90% of the contract amount upon satisfactory completion of construction and proper submission of the required documentation and certifications: Owners Acceptance of Work, Guarantee of Work, a Clear Lien Certificate, all of which will be filed with the Clerk of Court. Upon

presentation by the contractor of the Clear Lien Certificate, the contractor shall be paid the balance of the retainage owed. The homeowner must either sign the progress payment invoices (indicating acceptance of work and approval of payment) or the progress payment checks must be made payable to both the homeowner and contractor.

## XII. ADMINISTRATION

1. The community shall assist the property owner by performing the following functions:
  - a. Interview and advise applicant on the general Rehabilitation objectives of the program, and the purpose and meaning of the Property Rehabilitation Standards.
  - b. Advise the applicant on the availability and benefits of the Rehabilitation grant, and assist the homeowner where necessary and feasible to identify and develop alternative financial resources.
  - c. Inspect the property to determine conformance with the Property Rehabilitation Standards.
  - d. Verify the applicant's income, housing expense, ownership of property and assets.
  - e. Determine qualification of the applicant for the grant, according to accepted criteria and advise the applicant in writing of disposition.
  - f. Prepare a work write-up and cost estimate of the Rehabilitation work.
  - g. Prepare the grant agreement, review conditions of the grant with the homeowner, re-verify income eligibility, obtain the homeowner's signature, assign grant number and activate appropriate files.
  - h. Approve grant, execute agreement and file five (5) year lien on property.
  - i. Prepare the construction contract documents and obtain contractors' proposals for Rehabilitation work, registration/license number, and review proposals received.
  - j. Assist in the execution of construction contract and obtain signature of appropriate Community official indicating concurrence. Inspect temporary housing unit for Section 8 violations.

- k. Prepare drawdown request, deposit check in escrow account, prepare check(s).
  - l. Conduct pre-construction conference with homeowner and contractor and issue Notice to Proceed for construction work.
  - m. Inspect Rehabilitation work as it progresses and provide appropriate reports.
  - n. Arbitrate disputes and/or complaints involving the contractor and/or homeowner regarding Rehabilitation construction to be performed, under way, or completed.
  - o. Prepare change orders, and obtain necessary signatures of homeowner, contractor and officials, as appropriate.
  - p. Make a final inspection of the completed Rehabilitation work, be assured that all items on the original work order and any change orders are completely satisfactorily, advise contractors of any items incomplete or unacceptable to be corrected; complete inspection checklist, advise contractors of any items incomplete or unacceptable to be corrected.
  - q. Obtain from the contractor guarantee of work, manufacturer's and supplier warranties.
  - r. All work must be accomplished in a timely and professional manner, and must be guaranteed for a period of one (1) year from the date of final payment.
  - s. All materials and work utilized should conform with the program General Material Specifications and General Conditions.
  - t. Obtain homeowner's signature on acceptance of work and file with Clerk of Court; prepare checks from escrow account for payment to contractor and obtain homeowner's endorsement on all checks (where applicable).
  - u. At end of the grantee's pre-determined lien period, obtain contractor's final invoice clear lien certificate or clear lien waiver and pay retainage sum.
  - v. Schedule and conduct follow-up inspection within forty-five (45) days after completion of construction and homeowner's acceptance.
2. **Exhibit C-1** should contain copies of all forms and material specifications used in your Housing Rehabilitation program. (Attach your Rehabilitation program forms to the policy.)

3. INELIGIBILITY

In the event that an applicant is determined to be ineligible for a Rehabilitation grant, the applicant shall be notified in writing of disposition of the application. A follow-up interview shall be scheduled by a member of the agency at the homeowner's request, to answer any questions, to assist in identifying the other source of assistance, and to counsel the homeowner as may be appropriate.

4. WITHDRAWAL OF APPLICATION

The applicant may withdraw the application for any reason whatsoever prior to execution of the grant agreement. In such event, a memo to the file shall be prepared and signed by the homeowner showing the date of notice and the effective date of withdrawal. The file shall remain "Inactive" for thirty (30) days after notification of withdrawal, after which it shall be officially "Closed". The homeowner may, upon written request, reactivate his application during that thirty (30) day period. After the thirty days have elapsed it will be necessary for the homeowner to reapply, current verification to be obtained and the applicant to be re-qualified.

5. CANCELLATION OF GRANT

If it is necessary to cancel the Rehabilitation grant, because the homeowner is unwilling or unable to proceed with the work, or for other reasons, the community shall prepare a written notarized notice to the effect, indicating reasons and effective date. This documentation shall be distributed as follows: original to Homeowner, copy to Rehabilitation File, and copy to State Office of Community Development.

XIII. BIDDING AND CONTRACTING PROCEDURES/REQUIREMENTS

1. The final work write-up shall be the basis for the specifications in the construction contract documents to be used to solicit bids/proposals from contractors. Prospective contractors shall be instructed that their bids must be for exactly what is on the work write-up, nothing more and nothing less.
2. The homeowner shall have the option to select the contractor of his own choosing providing that the contractor's bid is within 15% of the cost estimate made by program staff. (BEWARE OF THIS PROCEDURE.)
3. The construction contract may be negotiated with three prospective bidders off of the approved bid list if necessary.
4. Each specification in the construction contract document shall be written so that it provides a clear understanding of the nature and scope of the work to be done. Each specification shall show the nature and location of work, and the quantity and type of

material required. References to manufacturer's brand names or to association standards may be used to identify the quality of materials or equipment required, and provisions are made for acceptable substitutes.

5. Encouragement will be given to local contractors and minority contractors.
6. Prospective contractors shall be provided a copy of the work write-ups and Rehabilitation standards, the contract documents, General Conditions and Special Conditions for Rehabilitation. Prospective contractors shall be advised to read all of the above carefully and will be responsible for compliance.
7. The contract document prepared by the community may provide for alternatives by the contractor, as part of his bid and proposal, offers increased and decreases to the lump sum contract price to cover alternatives in the performance of the work. Unrequested alternatives shall not be considered.

#### XIV. REHABILITATION CONTRACTOR SELECTION PROCEDURES

Each Housing Rehabilitation grant recipient has the right to request any eligible contractor to perform the necessary work on their house. Preference should be given to small, minority and female contractors. The request will be honored as long as the contractor meets the minimum work experience and credit history requirements as outlined on the community's contractor application form, documents that he has the minimum amount of liability and workman's compensation insurance coverage and quotes a price for the job that is within 15% of the Housing Rehabilitation Inspector's estimate.

In the event that a Housing Rehabilitation grant recipient has no preference, the contract should go to the lowest responsible bidder.

1. At the beginning of the program, Rehabilitation contractors will be publicly solicited for a period of three (3) weeks. During that period a newspaper advertisement will be run and known local sources will be contacted for names of area contractors.
2. All contractors who respond to these public and private solicitations will be asked to complete a contractor application from which provides background information on work and credit history.
3. The Rehabilitation staff will verify the information provided by the contractors and make a list of all of those who meet the minimum standards (a satisfactory credit record, a minimum of two years experience in Rehabilitation or new home construction with satisfactory references, registered/licensed, insurance verification).
4. From this list, first priority will be given to contractors who reside in Louisiana.

5. Second priority will be given to any eligible contractor making an application for work after the initial four (4) week solicitation period, with the earliest application considered first.

The Rehabilitation staff, when able, will solicit three (3) quotes on each job that comes up starting with the first priority and working down. No contractor may be solicited if he has not satisfactorily finished a previous job. The lowest quote that falls within 15% of the Rehabilitation staff estimate will be selected.

Contractors may be removed from the rotating list and no longer recommended to homeowners by Rehabilitation staff for the following reasons:

1. Failure to complete a job in the contract time period allowed.
2. Failure to pay any material suppliers, subcontractors or employees before 10% retainage payment is made.
3. Using material or construction techniques that do not meet the minimum specifications or failure to adhere to the verbal or written instructions of the Rehabilitation Inspector concerning material or construction techniques.
4. Failure to meet any warranty obligations on a previously completed job.
5. Failure to adequately consider the homeowner's inconvenience during the course of a job or to leave the work place as clean and safe as practical after each work day.

Contractors may be temporarily removed from the rotating list for the following reason(s):

1. Upon request of the contractor concerned.
2. Failure to provide a serious proposal when requested by the program staff.
3. Slow performance on a previous job or other evidence of extensive work commitments outside the CDBG program.
4. Failure to keep all necessary insurance policies in force.

#### INSURANCE REQUIREMENTS

General Liability - A minimum of \$100,000 general liability insurance.

Workman's Compensation - All contractors will be fully covered by workman's compensation insurance.

XV. CHANGES, WAIVERS AND/OR CONFLICTS

1. No changes, substitutions or any variation whatsoever from the final work write-up and Rehabilitation shall be permitted, without the express written authorization and concurrence of all parties (i.e. homeowner, contractor, President, Mayor or designee). Authorization must be obtained by means of a written change order.
2. All conditions, specifications, and terms of the Rehabilitation grant agreement and Rehabilitation construction contract are binding to all parties, unless a written waiver of a specific item is authorized by the community and is acceptable to all parties.
3. In the event that any dispute or complaint should arise during construction, the homeowner or contractor should contact the community representative immediately. The Chief Elected Official or his designee shall meet with the homeowner and contractor on-site, inspect the material problem, evaluate the complaint and attempt to resolve the problem as quickly as possible. The Chief Elected Official or through his authorized representative has ultimate authority in such cases and shall be responsible for fair and unbiased judgement in accordance with the conditions of the construction contract.

XVI. INSPECTION, ACCEPTANCE AND CLOSEOUT PROCEDURES

1. Upon completion of the Rehabilitation work and receipt of the contractor's invoice containing his certification of satisfactory completion of all work in accordance with the contract and his warranty, the community shall arrange for inspection of the completed work.
2. The community shall have the unit inspected to determine that all items on the work write-up and any change orders have been completed and are in compliance. If the inspection determines that all work has been finished properly, the community shall issue a final inspection certificate and the homeowner's acceptance shall be signed by the recipient.
3. When the final inspection shows the work is satisfactorily completed in accordance with the contract, the community shall obtain from the contractor a copy of each warranty, including a termite certification. A check payable to the contractor for 90% of the construction contract price will be prepared by the community. The remainder of the contract amount shall be retained until presentation by the contractor of a clear lien and privilege certificate, at which time the Final Disposition of Funds Statement and check shall be prepared and distributed as described above.
4. If the grant was supplemented by other funds from the homeowner, any funds not utilized above the grant limit shall be refunded to the homeowner.

5. A follow-up inspection shall be scheduled within forty-five (45) to sixty (60) days after construction completion for warranty purposes.
6. In closing out the Rehabilitation file, the homeowner shall be provided copies of the final papers, the disposition of the file marked "complete" and the file closed and retained intact for auditing purposes. Files shall be retained four (4) years after the date of the final closeout of the CDBG Program.

#### XVII. DISPOSITION OF REHABILITATED HOUSES

After Rehabilitation, if a unit is sold, rented, leased or otherwise vacated within five (5) years from the end of the lien period, the grant funds used to Rehabilitate that unit must be pro-rated over the five (5) year period and that portion of time not lived in the house by the homeowner be converted to a dollar amount and returned to the State. (Example: A \$15,000 rehabbed unit sold after two (2) years would equate to \$15,000 divided by 5 = \$3000 per year or \$6,000 of grant money would be forgiven and \$9,000 of grant money returned to the State.) If the owner vacates the property for any reason, you should notify the State immediately for instructions.

Certain circumstances, such as death of the sole owner of the property, nulls and voids this requirement as long as the unit stays within the family and the family member does not sell the unit during the remainder of the deferred loan period.

#### XVIII. NATIONAL FLOOD INSURANCE PROGRAM

In the event the unit to be Rehabilitated is located within an area designated as having special flood hazards by the Federal Flood Insurance Administration and the Department of Housing and Urban Development, the homeowner shall be required to secure and maintain a policy of flood insurance on the unit for a minimum of one (1) year after completion of the unit, with a maximum of the lien period length. A minimum of one (1) year should be paid with CDBG funds. A copy of the insurance certificate or policy shall be required for documentation and the community shall retain same in the rehabilitation file. The homeowner shall be counseled prior to the application approval of this requirement. In all such cases, all rehabilitation construction shall comply with appropriate FIA regulations and related executive orders.

Also, prior to the execution of the CDBG contract with the community, the community must submit to our office proof that it is currently participating in the National Flood Insurance Program.



SAMPLE LOAN AGREEMENT

THIS LOAN AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by and between \_\_\_\_\_ Louisiana, a Louisiana municipal corporation, party of the first part (hereinafter called "City"); and \_\_\_\_\_ of the Parish of \_\_\_\_\_, State of Louisiana, party of the second part (whether one or more collectively called "Borrower");

WITNESSETH:

WHEREAS, the Borrower has requested the City and the City has agreed to lend to the Borrower a maximum outstanding amount as hereinafter specified in this Agreement, provided the Borrower performs the various terms and conditions specified in this Agreement.

NOW THEREFORE, for and in consideration of the City's agreement and obligation to lend to the Borrower, upon the terms and conditions hereinafter set forth, the sums herein specified, to be repaid and secured as herein set forth, the parties hereto do agree as follows:

1. MAXIMUM LOAN -- Upon the Borrower's compliance and continued compliance with all terms and conditions related to this loan, the City will advance to the Borrower from time to time under this Agreement such funds as the Borrower requests up to the maximum outstanding principal amount at any time of \_\_\_\_\_ dollars (\$\_\_\_\_\_), which sums shall be a deferred payment loan for a period of five years.
2. USE OF PROCEEDS -- The funds loaned shall be used by the Borrower solely for the purpose of rehabilitation of a dwelling located at \_\_\_\_\_, said rehabilitation to be in accordance with specifications approved by the City.
3. INTEREST RATE -- The interest rate will be \_\_\_\_\_ percent per annum.
4. TERM -- This Agreement shall be in full force and effective until the final payment due date on the note and deed of trust executed as security for and simultaneously with this Loan Agreement. All advances made in connection with this Loan Agreement shall be made within six (6) months from the date of this Agreement, and the City shall be under no obligation to make any advance hereunder until the City is satisfied that improvements made to the property described in Paragraph 2 hereof have been made in accordance with specifications, plans and bids approved by the City.
5. EVIDENCE OF LOAN -- The executed loan agreement shall constitute evidence of the loan. At the time of each payment made pursuant to this Agreement, the amount of such advance to be made, together with such other information as the City may request, shall be stated on a written request and receipt form supplied by the City, of which shall be signed by the Borrower.

6. SECURITY -- The Borrower agrees to placement of a five year lien upon the property in the event the property is sold or transferred during this period, the full amount of the loan shall be repaid.
7. TERMINATION -- This Agreement shall terminate at the expiration of the specified term hereof unless sooner terminated by (1) the Borrower's giving written notice of the Borrower's desire to terminate together with payment in full of all outstanding principal and interest due the City under this Agreement; (2) the City's giving ten (10) day's written notice to the Borrower of default of one or more of the terms, conditions of this Agreement, and the failure of the Borrower to correct such default(s) within the ten (10) day period. Upon notice hereunder of default or termination being given, the City's obligation to make future payments under this Agreement is suspended until the default is cured or the notice is rescinded.
8. TAXES AND INSURANCE -- the Borrower will pay, when due, all taxes, assessments, levies, and charges upon or against the property described in such deed(s) of trust and other security instruments together with any other buildings now or hereafter on said premises insured against loss and damage by fire, tornado, windstorm, and flood, where required, and against all other hazards as the City may require, in amounts and in companies satisfactory to the City but not less than amounts sufficient to prevent any co-insurance liability of the owner of the property or the City; for the benefit of the City, loss, if any, to be made payable in the policy or policies of insurance to the City as its interests may appear, and the loss payable clauses to be in such a form as the City may require. The policies and renewals thereof shall, when issued, be immediately delivered to the City to be held by it. The proceeds of any insurance, or any part thereof, may be applied by the City, at its option, to be a reduction of the indebtedness or to the restoration or repair of the property damaged.
9. OPTIONAL PAYMENT OF TAXES AND INSURANCE -- The City may, at its option, pay any insurance premiums, taxes, assessments, levies or charges against the premises, and in case of such payment, the amounts so paid shall immediately become debts due by the Borrower, shall bear interest at the rate specified in the note, and the payments shall be secured by the aforesaid deed (so of trust given pursuant to this Agreement, and may be deducted from any advance thereafter becoming due under the terms of this Agreement.
10. ADDITIONAL CONDITIONS PRECEDENT -- The Borrower will, prior to the advancement of any money by the City, obtain the following marked (x) below:
  - ( ) a. A policy or policies of title insurance satisfactory to the City insuring the title to the property covered by the deed(s) of trust referred to in Paragraph 6 hereof, and insuring that the City is the beneficiary of the FIRST lien on said property and a title opinion satisfactory to the City from a licensed attorney satisfactory to the City.

- ( ) b. A survey by a surveyor satisfactory to the City showing the actual and/or proposed location of the improvements to be wholly within lines of the property above described and that no violation of any restriction, zoning, or covenant pertaining to said premises exists and a certificate from said surveyor to that effect.
  - ( ) c. If the Borrower is a corporation, certified corporate authority evidencing the corporation's authority to enter into this Agreement to borrow the money hereby authorized to be loaned, and to execute the required documents.
  - ( ) d. An affidavit and indemnification agreement satisfactory to the City that no labor or materials have been provided or furnished on said premises for a period of more than 120 days prior to the execution of this Agreement.
11. RECEIVER ON DEFAULT -- The City shall have the right, after default in any of the terms, covenants, or agreements herein contained or contained in the aforesaid note and deed(s) of trust, to the appointment of a receiver to collect the rents and profits from the premises herein before described without consideration of the value of the premises or the solvency of any person liable for the payment of the amounts then owing, and all amounts collected by the receiver shall, after expenses of the receivership, be applied to the payment of the indebtedness hereby secured, being applied first to interest and insurance premiums due and accrued and then to principal, and the City at its option, shall have the right to do the same without the appointment of a receiver.
12. ACCELERATION -- The Borrower and the City agree that if a default occurs in any of the conditions or covenants of this Agreement or those incorporated hereinafter, the City may declare the entire sum due it by the Borrower and acceleration upon such default shall be at the option of the holder of the note secured by the deed(s) of trust referenced herein in Paragraph 6.

The covenants, terms and conditions herein contained shall bind, and the benefits and powers shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used herein, the singular number shall include the plural, the plural the singular, and the term "City" shall include any payee thereof, whether by operation or law or otherwise.

IN TESTIMONY WHEREOF, the individual parties have hereunto set their hands and adopted as their seals and with the word "Seal" appearing beside their names, and the City has caused this instrument to be executed in its corporation name by the Director of Community Development.

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

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

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

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

CITY OF WEST LINN, LOUISIANA

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



Item No.	1. Living Room (Continued)	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint?  If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
<b>2. Kitchen</b>						
2.1	Kitchen Area Present					
2.2	Electricity					
2.3	Electrical Hazards					
2.4	Security					
2.5	Window Condition					
2.6	Ceiling Condition					
2.7	Wall Condition					
2.8	Floor Condition					
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint?  If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
2.10	Stove or Range with Oven					
2.11	Refrigerator					
2.12	Sink					
2.13	Space for Storage, Preparation, and Serving of Food					
<b>3. Bathroom</b>						
3.1	Bathroom Present					
3.2	Electricity					
3.3	Electrical Hazards					
3.4	Security					
3.5	Window Condition					
3.6	Ceiling Condition					
3.7	Wall Condition					
3.8	Floor Condition					
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint?  If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit					
3.11	Fixed Wash Basin or Lavatory in Unit					
3.12	Tub or Shower in Unit					
3.13	Ventilation					

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)	
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	____ Floor Level	
4.2	Electricity/Illumination						
4.3	Electrical Hazards						
4.4	Security						
4.5	Window Condition						
4.6	Ceiling Condition						
4.7	Wall Condition						
4.8	Floor Condition						
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint?  If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable		
4.10	Smoke Detectors						
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	____ Floor Level	
4.2	Electricity/Illumination						
4.3	Electrical Hazards						
4.4	Security						
4.5	Window Condition						
4.6	Ceiling Condition						
4.7	Wall Condition						
4.8	Floor Condition						
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint?  If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable		
4.10	Smoke Detectors						
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	____ Floor Level	
4.2	Electricity/Illumination						
4.3	Electrical Hazards						
4.4	Security						
4.5	Window Condition						
4.6	Ceiling Condition						
4.7	Wall Condition						
4.8	Floor Condition						
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint?  If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable		
4.10	Smoke Detectors						

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear _____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint?  If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear _____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint?  If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors					
<b>5. All Secondary Rooms (Rooms not used for living)</b>						
5.1	None Go to Part 6					
5.2	Security					
5.3	Electrical Hazards					
5.4	Other Potentially Hazardous Features in these Rooms					

Item No.	6. Building Exterior	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation					
6.2	Condition of Stairs, Rails, and Porches					
6.3	Condition of Roof/Gutters					
6.4	Condition of Exterior Surfaces					
6.5	Condition of Chimney					
6.6	Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint?  If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?				<input type="checkbox"/> Not Applicable	
6.7	Manufactured Home: Tie Downs					
<b>7. Heating and Plumbing</b>						
7.1	Adequacy of Heating Equipment					
7.2	Safety of Heating Equipment					
7.3	Ventilation/Cooling					
7.4	Water Heater					
7.5	Approvable Water Supply					
7.6	Plumbing					
7.7	Sewer Connection					
<b>8. General Health and Safety</b>						
8.1	Access to Unit					
8.2	Fire Exits					
8.3	Evidence of Infestation					
8.4	Garbage and Debris					
8.5	Refuse Disposal					
8.6	Interior Stairs and Common Halls					
8.7	Other Interior Hazards					
8.8	Elevators					
8.9	Interior Air Quality					
8.10	Site and Neighborhood Conditions					
8.11	Lead-Based Paint: Owner's Certification				<input type="checkbox"/> Not Applicable	

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead-Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

**C. Special Amenities (Optional)**

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Check/list any positive features found in relation to the unit.

**1. Living Room**

- High quality floors or wall coverings
- Working fireplace or stove
- Balcony, patio, deck, porch
- Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

**2. Kitchen**

- Dishwasher
- Separate freezer
- Garbage disposal
- Eating counter/breakfast nook
- Pantry or abundant shelving or cabinets
- Double oven/self cleaning oven, microwave
- Double sink
- High quality cabinets
- Abundant counter-top space
- Modern appliance(s)
- Exceptional size relative to needs of family
- Other: (Specify)

**3. Other Rooms Used for Living**

- High quality floors or wall coverings
- Working fireplace or stove
- Balcony, patio, deck, porch
- Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

**4. Bath**

- Special feature shower head
- Built-in heat lamp
- Large mirrors
- Glass door on shower/tub
- Separate dressing room
- Double sink or special lavatory
- Exceptional size relative to needs of family
- Other: (Specify)

**5. Overall Characteristics**

- Storm windows and doors
- Other forms of weatherization (e.g., insulation, weather stripping)
- Screen doors or windows
- Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- Garage or parking facilities
- Driveway
- Large yard
- Good maintenance of building exterior
- Other: (Specify)

**6. Disabled Accessibility**

Unit is accessible to a particular disability.  Yes  No  
Disability \_\_\_\_\_

**D. Questions to ask the Tenant (Optional)**

1. Does the owner make repairs when asked? Yes  No
2. How many people live there? \_\_\_\_\_
3. How much money do you pay to the owner/agent for rent? \$ \_\_\_\_\_
4. Do you pay for anything else? (specify) \_\_\_\_\_
5. Who owns the range and refrigerator? (insert O = Owner or T = Tenant) Range \_\_\_\_\_ Refrigerator \_\_\_\_\_ Microwave \_\_\_\_\_
6. Is there anything else you want to tell us? (specify) Yes  No



# HOUSING STATUS REPORT

Property Address	Application Status (Rehab, Reconstruct, Demolish)	Completion Status (Rehab, Reconstruct, Demolish)	Project Cost	Comments

## LEAD-BASED PAINT INFORMATION

WATCH OUT FOR LEAD PAINT: This house may contain lead-based paint. The hazard to children presented by lead-based paint is related to both the lead content of the paint and to poor maintenance of painted surfaces. The problem is most prevalent in older houses built before 1955.

WHAT IS LEAD POISONING? Lead poisoning is a serious problem in this country. Peeling, flaking, painted surfaces, crumbling plaster, cracking wallpaper and painted accessible, chewable surfaces are the primary sources causing childhood lead poisoning. Lead contained in air, dust, soil, household utensils and industrial sources further contributes to childhood lead poisoning.

WHO IS AFFECTED BY LEAD POISONING? Children 1 through 6 years old are the main victims of lead poisoning. The inner city areas, where dilapidated housing prevails, are the areas of highest risk. The problem is also geographically widespread to smaller communities and rural areas. Recent data revealed that in some localities 50 percent of the cases came from outside the inner city area.

Lead-based paint presents a problem not only when peeling, chipping and flaking conditions exists, but also as a source of lead in house dust and garden soil when it wears and powders. In well-maintained homes, lead-based paint is a potential source of danger during renovation and remodeling. Adults attempting to renovate old houses should use safety precautions to prevent inhalation of lead fumes. Ventilation is a key factor. The area which is being redone should be well ventilated, and workers should wear an approved respirator. Also, pregnant women and women of child-bearing age should not be involved in renovating homes containing lead-based paint.

WHAT ARE THE SYMPTOMS OF LEAD POISONING? Initially, there may not be any visible symptoms; however, later symptoms may include:

- (a) a decrease or loss of appetite;
- (b) increased irritability;
- (c) slowdown of playful activity;
- (d) occasional vomiting;
- (e) slowness in development.

If large amounts of a lead-containing material is repeatedly eaten, the child may have episodes of drowsiness, stupor and increasing vomiting. If you suspect your child may have eaten paint chips or is exposed to other sources of lead, contact your nearest health department or public health service for screening.

HOW DOES THE DOCTOR DETERMINE WHETHER OR NOT A CHILD IS SUFFERING FROM LEAD POISONING? The doctor usually takes a small amount of blood from the finger or the arm, and performs a simple test that determines whether or not the blood level is in the danger zone.



WHAT SHOULD BE DONE TO PREVENT LEAD POISONING? Because the primary source of lead poisoning is in the consumption of chips of paint that contain lead, it is very important that all paint chips be kept out of the reach of children. Other sources of lead poisoning such as: ashes and fumes from burning lead-painted wood and battery casings, automobile emissions, soil containing paint flakes around the exterior of the house, improperly glazed earthenware, etc., should be identified and eliminated.

ELIMINATION OF LEAD-BASED HAZARDS: Hazardous amounts of lead-based paint can temporarily be removed on an emergency basis by:

- (a) covering cracked or chewable surfaces with contact paper, cloth, canvas, or a similar substance to prevent plaster and paint chips from falling;
- (b) sweeping up all plaster chips and paint flakes;
- (c) discarding old woodwork, if replaced. **DO NOT BURN IT!**

The best way to prevent lead paint poisoning is to keep your house in good shape. The primary source of the lead paint hazard is peeling and flaking paint. Water leaks from faulty plumbing or defective roofs often cause paint to peel or flake from walls and ceilings. Adequate repair of such leaks can prevent damage.

Lead-based paint can be permanently removed by removing the paint to the bare wood and/or scraping, sanding and brushing the wall; then repainting with a new, safe, non-lead-based paint. Simply painting over deteriorated painted surfaces will not remove the lead hazard.

Federal law required that before any buildings are purchased, rented, rehabilitated or assisted in any manner with Federal funds or under any HUD program, lead-based paint hazards must be identified and eliminated.

The following notification "Watch Out For Lead-Based Paint Poisoning" must be signed by each homeowner or tenant receiving LCDBG funds if their house is being rehabilitated under the state's program.

## **HUD STANDARDS FOR SAFE AND PROHIBITED METHODS FOR TREATING LEAD-BASED PAINT**

### **Examples of Safe Treatment Methods**

#### Removal of Defective Paint By:

Wet scraping;

Wet sanding;

Chemical stripping on or off site;

Replacing painted components;

Scraping with an infrared or coil-type heat gun with temperatures below 1,100 degrees Fahrenheit;

HEPA vacuum sanding;

HEPA vacuum needle gun;

Abrasive sanding with HEPA vacuum.

#### Covering of defective paint surface with:

Durable materials (such as wallboard or vinyl siding) with joint sealed and caulked.

### **Prohibited Treatment Methods**

Open flame burning or torching;

Machine sanding or grinding without a HEPA local exhaust;

Abrasive blasting or sandblasting without a HEPA exhaust;

Heat guns operating above 1,100 degrees Fahrenheit or charring paint;

Dry scraping or dry sanding except in conjunction with heat guns or within one foot of electrical outlets; and

Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance.

**The following notification “Watch Out For Lead-Based Paint Poisoning” must be signed by each homeowner or tenant receiving LCDBG funds if their house is being rehabilitated under the State’s program. The following “Protect Your Family From Lead In Your Home” pamphlet must also be given to each of these homeowners and tenants.**



To: Owners, and Tenants & Purchasers  
of Housing Constructed  
before 1978

# Notification

## Watch Out For Lead-Based Paint Poisoning

This property was constructed before 1978. There is a possibility it contains lead-based paint. Please read the following information concerning lead-based paint poisoning.

### Sources of Lead Based Paint

The interiors of older homes and apartments often have layers of lead-based paint on the walls, ceilings, window sills, doors and door frames. Lead-based paint and primers may also have been used on outside porches, railings, garages, fire escapes and lamp posts. When the paint chips, flakes or peels off, there may be a real danger for babies and young children. Children may eat paint chips or chew on painted railings, window sills or other items when parents are not around. Children can also ingest lead even if they do not specifically eat paint chips. For example, when children play in an area where there are loose paint chips or dust particles containing lead, they may get these particles on their hands, put their hands into their mouths, and ingest a dangerous amount of lead.

### Hazards of Lead-Based Paint

Lead poisoning is dangerous - especially to children under the age of seven (7). It can eventually cause mental retardation, blindness and even death.

### Symptoms of Lead-Based Paint Poisoning

Has your child been especially cranky or irritable? Is he or she eating normally? Does your child have stomachaches and vomiting? Does he or she complain about headaches? Is your child unwilling to play? These may be signs of lead poisoning. Many times though, there are no symptoms at all. Because there are no symptoms does not mean that you should not be concerned if you believe your child has been exposed to lead-based paint.

### Advisability and Availability of Blood Lead Level Screening

If you suspect that your child has eaten chips of paint or someone told you this, you should take your child to the doctor or clinic for testing. If the test shows that your child has an elevated blood lead level, treatment is available. Contact your doctor or local health department for help or more information. Lead screening and treatment are available through the Medicaid Program for those who are eligible. If your child is identified as having an elevated blood lead level, you should immediately notify the Community

Development or other agency to which you or your landlord is applying for rehabilitation assistance so the necessary steps can be taken to test your unit for lead-based paint hazards. If your unit does have lead-based paint, you may be eligible for assistance to abate that hazard.

### Precautions to Take to Prevent Lead-Based Paint Poisoning

You can avoid lead-based paint poisoning by performing some preventive maintenance. Look at your walls, ceilings, doors, door frames and window sills. Are there places where the paint is peeling, flaking, chipping, or powdering? If so, there are some things you can do immediately to protect your child:

- (a) Cover all furniture and appliances;
- (b) Get a broom or stiff brush and remove all loose pieces of paint from walls, woodwork, window wells and ceilings;
- (c) Sweep up all pieces of paint and plaster and put them in a paper bag or wrap them in newspaper. Put these packages in the trash can. **DO NOT BURN THEM:**
- (d) Do not leave paint chips on the floor in window wells. Damp mop floors and window sills in and around the work area to remove all dust and paint particles. Keeping these areas clear of paint chips, dust and dirt is easy and very important; and
- (e) Do not allow loose paint to remain within your children's reach since children may pick loose paint off the lower part of the walls.

### Homeowner Maintenance and Treatment of Lead-Based Paint Hazards

As a homeowner, you should take the necessary steps to keep your home in good shape. Water leaks from faulty plumbing, defective roofs and exterior holes or breaks may admit rain and dampness into the interior of your home. These conditions damage walls and ceilings and cause paint to peel, crack or flake. These conditions should be corrected immediately. Before repainting, all surfaces that are peeling, cracking, chipping or loose should be thoroughly cleaned by scraping or brushing the loose paint from the surface, then repainted with two (2) coats of non-lead paint. Instead of scraping and repainting,

the surface may be covered with other material such as wallboard, gypsum, or paneling. Beware that when lead-based paint is removed by scraping or sanding, a dust is created, which may be hazardous. The dust can enter the body either by breathing it or swallowing it. The use of heat or paint removers could create a vapor or fume which may cause poisoning if inhaled over a long period of time. Whenever possible, the removal of lead-based paint should take place when there are no children or pregnant women on the premises. Simply painting over defective lead-based paint surfaces does not eliminate the hazard. Remember that you as an adult play a major role in the prevention of lead poisoning. Your actions and awareness about the lead problem can make a big difference.

### Tenant and Homebuyer Responsibilities

You should immediately notify the management office or the agency through which you are purchasing your home if the unit has flaking, chipping, powdering or peeling paint, water leaks from plumbing, or a defective roof. You should cooperate with that office's effort to repair the unit.

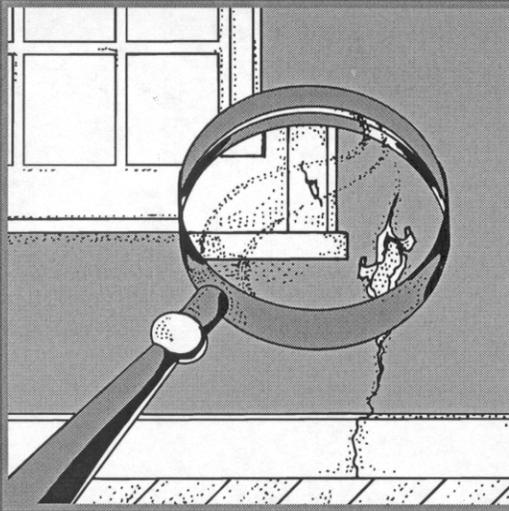
I have received a copy of the Notice entitled "Watch Out for Lead Paint Poisoning."

Date

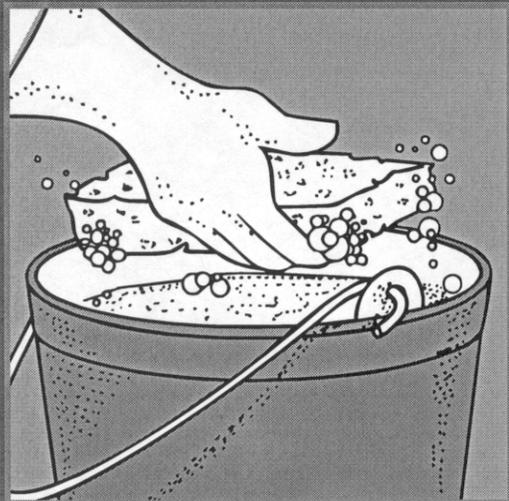
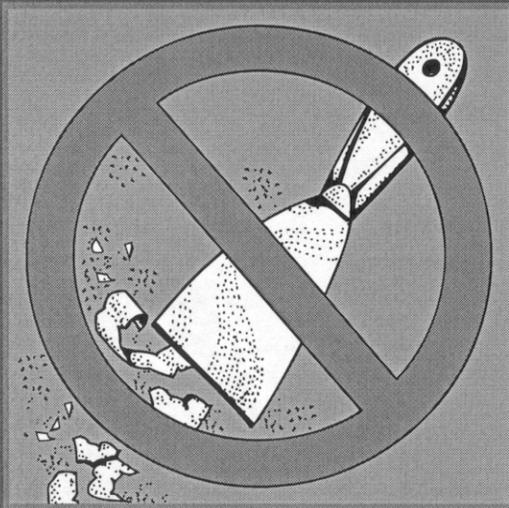
Print Full Name

Signature

Municipality Representative



# Protect Your Family From Lead In Your Home



 **EPA** United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

# Simple Steps To Protect Your Family From Lead Hazards

## If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



**Recycled/Recyclable**

Printed with vegetable oil based inks on recycled paper  
(minimum 50% postconsumer) process chlorine free.

## Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

---

**M**any houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



**OWNERS, BUYERS, and RENTERS** are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

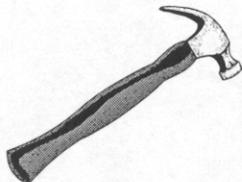
**F**ederal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



**RENOVATORS** disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

# IMPORTANT!

## **Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly**

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

# Lead Gets in the Body in Many Ways

---

---

**Childhood lead poisoning remains a major environmental health problem in the U.S.**

---

---

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

---

**People can get lead in their body if they:**

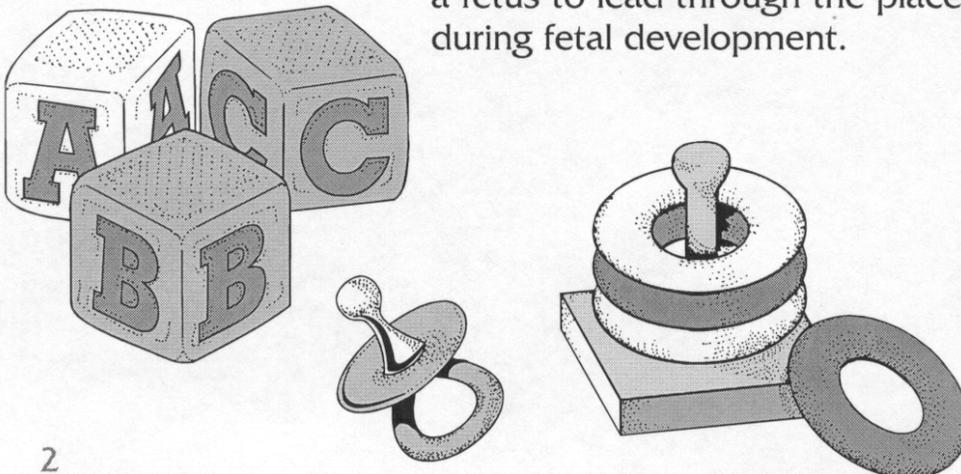
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

**Lead is even more 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.

**Lead is also dangerous to women of childbearing age:**

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



## Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

### In children, lead can cause:

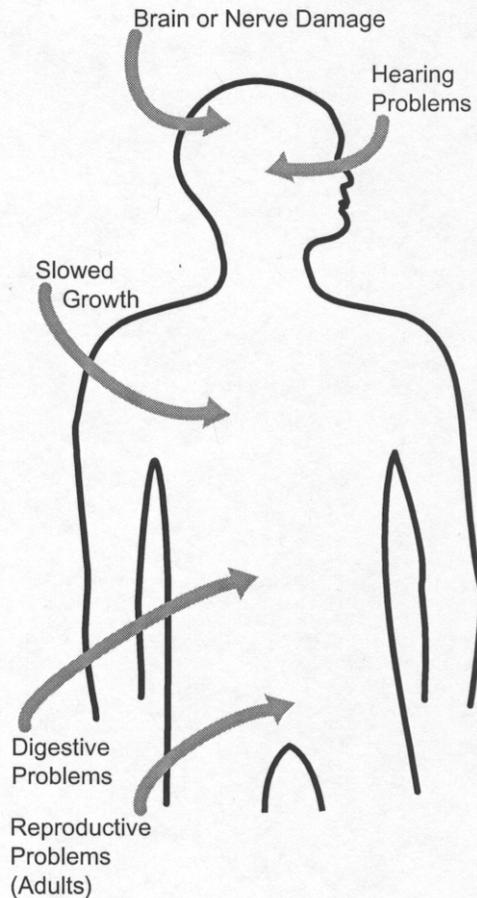
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels 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, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



---

**Lead affects  
the body in  
many ways.**

---

## Where Lead-Based Paint Is Found

---

**In general, the older your home, the more likely it has lead-based paint.**

---

**Many homes built before 1978 have lead-based paint.** The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ 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.)

## Checking Your Family for Lead

---

**Get your children and home tested if you think your home has high levels of lead.**

---

**To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.** 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 high levels of lead. Blood 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.

## Identifying Lead Hazards

---

**Lead-based paint** is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

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

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 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. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 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.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

---

**Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.**

---

# Checking Your Home for Lead

---

---

**Just knowing that a home has lead-based paint may not tell you if there is a hazard.**

---



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

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ 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 combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

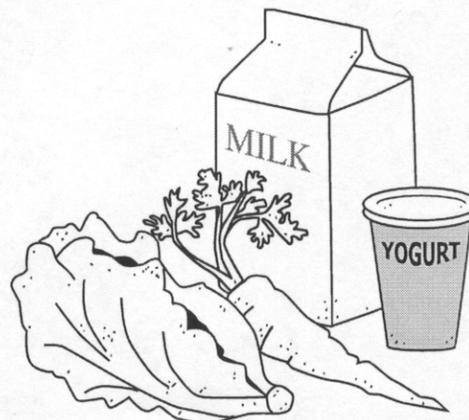
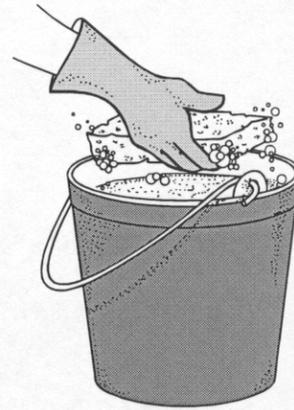
**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these kits before doing renovations or to assure safety.

## What You Can Do Now To Protect Your Family

---

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

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash 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.
- ◆ 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 In The Home

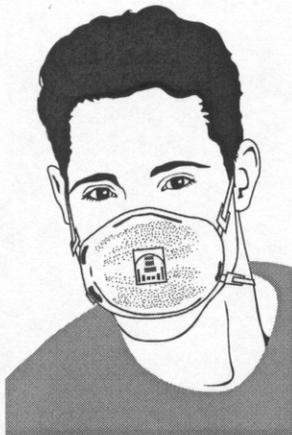
---

**Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

---

**Always use a professional who is trained to remove lead hazards safely.**

---



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, 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 removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this 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.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 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; and
- ◆ 400  $\mu\text{g}/\text{ft}^2$  for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

# Remodeling or Renovating a Home With Lead-Based Paint

---

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



---

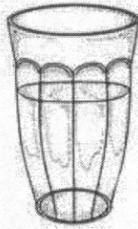
**If not conducted properly, certain types of renovations can release lead from paint and dust into the air.**

---



## Other Sources of Lead

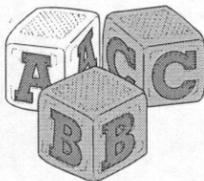
---



---

**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. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

- 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.

◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.

◆ Old painted **toys** and **furniture**.

◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.

◆ **Lead smelters** or other industries that release lead into the air.

◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.

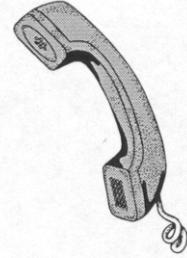
◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

## For More Information

---

### The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **[www.epa.gov/lead](http://www.epa.gov/lead)** and **[www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/)**.

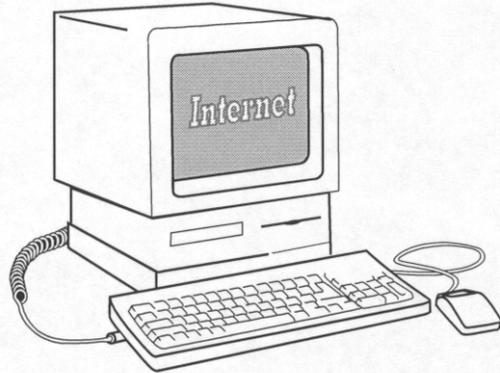


### EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **[www.cpsc.gov](http://www.cpsc.gov)**.



### Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. 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 local contacts on the Internet at **[www.epa.gov/lead](http://www.epa.gov/lead)** or contact the National Lead Information Center at **1-800-424-LEAD**.

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 Regional Offices

---

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

## EPA Regional Offices

**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  
1 (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 209, 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 (3WC33)  
1650 Arch Street  
Philadelphia, PA 19103  
(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  
(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) 886-6003

**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  
(ARTD-RALI)  
901 N. 5th Street  
Kansas City, KS 66101  
(913) 551-7020

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

Regional Lead Contact  
U.S. EPA Region 8  
999 18th Street, Suite 500  
Denver, CO 80202-2466  
(303) 312-6021

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4164

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Toxics Section WCM-128  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1985

## CPSC Regional Offices

---

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

### **Eastern Regional Center**

Consumer Product Safety Commission  
201 Varick Street, Room 903  
New York, NY 10014  
(212) 620-4120

### **Western Regional Center**

Consumer Product Safety Commission  
1301 Clay Street, Suite 610-N  
Oakland, CA 94612  
(510) 637-4050

### **Central Regional Center**

Consumer Product Safety Commission  
230 South Dearborn Street, Room 2944  
Chicago, IL 60604  
(312) 353-8260

## HUD Lead Office

---

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

### **U.S. Department of Housing and Urban Development**

Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, P-3206  
Washington, DC 20410  
(202) 755-1785

---

This document is in the public domain. It may be reproduced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

---

U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207  
U.S. HUD Washington DC 20410

EPA747-K-99-001  
June 2003

APPLICANT RELEASE TO OBTAIN VERIFICATION OF INCOME

As an applicant for the Community of \_\_\_\_\_  
Residential Rehabilitation Grant/Loan Program, I do hereby give my permission to the  
Community staff administering the program to contact my employer, bank, or other  
appropriate person(s) to verify the information I have supplied the Community concerning  
my income.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Address of Bank: \_\_\_\_\_

\_\_\_\_\_

Bank Account Numbers:

Checking: \_\_\_\_\_

Savings: \_\_\_\_\_

## INCOME VERIFICATION SOURCES

The applicant must either provide evidence of financial information obtained at the interview or give the interviewer permission to verify the information with an employer or bank. The following kinds of documentation are adequate to verify financial information.

<u>Type of Information</u>	<u>Verification Source</u>
Employment and other income.	Copies of checks or stubs from paychecks or pension,
	Social security, welfare, veterans benefits, or unemployment benefit checks.
	Copies of rent checks from tenants; copies of receipts given to tenants for cash payment; copies of entries if made in accounting journals.
	Confirmation from employer, tenant.
	Copy of previous year's income tax (can verify previous income, should not be used to verify current income.)
Savings bonds and other security	Copy of bond or statement of purchase.
	Copy of previous year's income tax (can verify dividends)
Bank accounts	Copy of three most recent bank statements.
	Copy of passbook.
	Confirmation from bank.
	Copies of previous year's income tax (can verify interest).

REHABILITATION HOUSEHOLD SURVEY

DATE OF ORIGINAL INTERVIEW: \_\_\_\_\_  
 NAME OF INTERVIEWER: \_\_\_\_\_

Name of Occupant: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Lot \_\_\_\_\_ Section \_\_\_\_\_ Subdivision \_\_\_\_\_  
 Phone: Day \_\_\_\_\_ Night \_\_\_\_\_

Racial/Ethnic Classification: \_\_\_\_\_ Age of Head of Household: \_\_\_\_\_  
 Female Headed Household: \_\_\_\_\_ Size of Household: \_\_\_\_\_  
 Date First Moved into Unit: \_\_\_\_\_  
 Single Family \_\_\_\_\_ Duplex \_\_\_\_\_ Triplex \_\_\_\_\_ Other \_\_\_\_\_  
 How Many Units in Structure \_\_\_\_\_  
 No. of Rooms \_\_\_\_\_ No. of Bedrooms \_\_\_\_\_  
 Approximate Year Built \_\_\_\_\_

Housing Costs of Current Unit

Tenant	Owner
Rent \$ _____	Monthly Mortgage \$ _____
Average Utilities \$ _____	Second Mortgage \$ _____
Total Monthly Housing Cost \$ _____	Average Utilities \$ _____
	Insurance \$ _____
	Real Taxes \$ _____
	Total Monthly Housing Cost \$ _____

Monthly Expenses

Monthly Housing \$ _____	Subtotal \$ _____
Car \$ _____	Other: _____
Gasoline/Services \$ _____	_____
Life Insurance \$ _____	_____
Medical Insurance \$ _____	_____
Installment Loans \$ _____	Fixed Monthly Costs: _____
_____ \$ _____	Social Security \$ _____
_____ \$ _____	Income Taxes \$ _____
_____ \$ _____	Retirement \$ _____
_____ \$ _____	Other _____
Subtotal \$ _____	Total Monthly Expenses \$ _____



CONFIDENTIAL

FINANCIAL INFORMATION VERIFICATION CHECKLIST

Name of Applicant: \_\_\_\_\_

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

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

1.	<u>Income</u>	<u>Date</u>	<u>Method of</u>	<u>Amount</u>
		<u>Verified*</u>	<u>Verification</u>	<u>Verified</u>
	Applicant salary/wage	_____	_____	_____
	Applicant previous job	_____	_____	_____
	Spouse salary/wage	_____	_____	_____
	Spouse previous job	_____	_____	_____
	Pension	_____	_____	_____
	Social Security	_____	_____	_____
	Welfare	_____	_____	_____
	Railroad Retirement	_____	_____	_____
	Veterans' Benefits	_____	_____	_____
	Unemployment Benefits	_____	_____	_____
	Rental Property Income	_____	_____	_____
	Interest	_____	_____	_____
	Dividends	_____	_____	_____
	Other	_____	_____	_____

\*If income is not applicable to applicant, mark N/A on the line provided.

FINAL VERIFICATION CHECKLIST

DATE

- (1) Final date all applicant social data and household information verified
- (2) Final date all applicant financial information verified

---

---

---

  
Community Representative

**FY 2004 LCDBG Extremely Low Income Limits By Family Size  
By Parish and MSA  
(30% of the Median Parish Income)**

**C-7**

<u>New Orleans MSA</u>	<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>	<u>6 Person</u>	<u>7 Person</u>	<u>8 Person</u>
Orleans	10,500	12,000	13,450	14,950	16,150	17,350	18,550	19,750
Jefferson	10,500	12,000	13,450	14,950	16,150	17,350	18,550	19,750
St. Tammany	10,500	12,000	13,450	14,950	16,150	17,350	18,550	19,750
St. Charles	10,500	12,000	13,450	14,950	16,150	17,350	18,550	19,750
St. Bernard	10,500	12,000	13,450	14,950	16,150	17,350	18,550	19,750
Plaquemines	10,500	12,000	13,450	14,950	16,150	17,350	18,550	19,750
St. John Baptist	10,500	12,000	13,450	14,950	16,150	17,350	18,550	19,750
<u>Baton Rouge MSA</u>								
E. Baton Rouge	11,550	13,200	14,800	16,450	17,800	19,100	20,400	21,750
Livingston	11,550	13,200	14,800	16,450	17,800	19,100	20,400	21,750
Ascension	11,550	13,200	14,800	16,450	17,800	19,100	20,400	21,750
W. Baton Rouge	11,550	13,200	14,800	16,450	17,800	19,100	20,400	21,750
<u>Lafayette MSA</u>								
Lafayette	9,900	11,350	12,750	14,150	15,300	16,450	17,550	18,700
St. Martin	9,900	11,350	12,750	14,150	15,300	16,450	17,550	18,700
Acadia	9,900	11,350	12,750	14,150	15,300	16,450	17,550	18,700
St. Landry	9,900	11,350	12,750	14,150	15,300	16,450	17,550	18,700
<u>Lake Charles MSA</u>								
Calcasieu	10,350	11,850	13,300	14,800	15,950	17,150	18,350	19,500
<u>Shreveport MSA</u>								
Caddo	10,000	11,400	12,850	14,300	15,400	16,550	17,700	18,850
Bossier	10,000	11,400	12,850	14,300	15,400	16,550	17,700	18,850
Webster	10,000	11,400	12,850	14,300	15,400	16,550	17,700	18,850
<u>Monroe MSA</u>								
Ouachita	9,800	11,200	12,600	14,000	15,150	16,250	17,350	18,500
<u>Alexandria MSA</u>								
Rapides	9,250	10,550	11,900	13,200	14,250	15,300	16,350	17,400
<u>Houma-Terrebonne MSA</u>								
Lafourche	10,350	11,850	13,350	14,800	16,000	17,200	18,400	19,550
Terrebonne	10,350	11,850	13,350	14,800	16,000	17,200	18,400	19,550

**FY 2004 Family Income  
Non-Metropolitan Parishes**

	<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>	<u>6 Person</u>	<u>7 Person</u>	<u>8 Person</u>
Allen	8,650	9,850	11,100	12,350	13,300	14,300	15,300	16,300
Assumption	10,000	11,400	12,850	14,300	15,400	16,550	17,700	18,850
Avoyelles	8,250	9,450	10,650	11,800	12,750	13,700	14,650	15,600
Beauregard	9,500	10,850	12,250	13,600	14,700	15,750	16,850	17,950
Bienville	8,250	9,450	10,650	11,800	12,750	13,700	14,650	15,600
Caldwell	8,250	9,450	10,650	11,800	12,750	13,700	14,650	15,600
Cameron	9,600	11,000	12,350	13,750	14,850	15,590	17,050	18,150
Catahoula	8,250	9,450	10,650	11,800	12,750	13,700	14,650	15,600
Claiborne	8,450	9,650	10,850	12,050	13,000	14,000	14,950	15,900

<b>FY 2004 Extremely</b>	<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>	<u>6 Person</u>	<u>7 Person</u>	<u>8 Person</u>
--------------------------	-----------------	-----------------	-----------------	-----------------	-----------------	-----------------	-----------------	-----------------

**Low Income Limits  
Continued**

Concordia	8,250	9,450	10,650	11,800	12,750	13,700	14,650	15,600
Desoto	8,550	9,800	11,000	12,250	13,200	14,200	15,200	16,150
East Carroll	8,250	9,450	10,650	11,800	12,750	13,700	14,650	15,600
East Feliciana	9,500	10,850	12,250	13,600	14,700	15,750	16,850	17,950
Evangeline	8,250	9,450	10,650	11,800	12,750	13,700	14,650	15,600
Franklin	8,250	9,450	10,650	11,800	12,750	13,700	14,650	15,600
Grant	9,200	10,500	11,800	13,100	14,150	15,200	16,250	17,300
Iberia	8,850	10,100	11,350	12,650	13,650	14,650	15,650	16,650
Iberville	8,450	9,650	10,850	12,050	13,000	14,000	14,950	15,900
Jackson	8,650	9,900	11,150	12,400	13,400	14,350	15,350	16,350
Jefferson Davis	8,400	9,600	10,850	12,050	13,000	13,950	14,900	15,900
Lasalle	9,200	10,500	11,850	13,150	14,200	15,250	16,300	17,350
Lincoln	9,700	11,100	12,500	13,900	15,000	16,100	17,200	18,350
Madison	8,250	9,450	10,650	11,800	12,750	13,700	14,650	15,600
Morehouse	8,250	9,450	10,650	11,800	12,750	13,700	14,650	15,600
Natchitoches	8,250	9,450	10,650	11,800	12,750	13,700	14,650	15,600
Pointe Coupee	9,600	10,950	12,300	13,700	14,750	15,850	16,950	18,050
Red River	8,250	9,450	10,650	11,800	12,750	13,700	14,650	15,600
Richland	8,250	9,450	10,650	11,800	12,750	13,700	14,650	15,600
Sabine	8,250	9,450	10,650	11,800	12,750	13,700	14,650	15,600
St. Helena	8,250	9,450	10,650	11,800	12,750	13,700	14,650	15,600
St. James	10,000	11,400	12,850	14,300	15,400	16,550	17,700	18,850
St. Mary	8,250	9,450	10,650	11,800	12,750	13,700	14,650	15,600
Tangipahoa	9,000	10,300	11,600	12,850	13,900	14,950	15,950	17,000
Tensas	8,250	9,450	10,650	11,800	12,750	13,700	14,650	15,600
Union	9,050	10,350	11,650	12,950	13,950	15,000	16,050	17,050
Vermilion	8,900	10,200	11,450	12,700	13,750	14,750	15,750	16,800
Vernon	8,750	10,000	11,250	12,500	13,500	14,500	15,500	16,500
Washington	8,250	9,450	10,650	11,800	12,750	13,700	14,650	15,600
West Carroll	8,250	9,450	10,650	11,800	12,750	13,700	14,650	15,600
West Feliciana	12,400	14,200	15,950	17,750	19,150	20,550	22,000	23,400
Winn	8,250	9,450	10,650	11,800	12,750	13,700	14,650	15,600

- Please call Mr. William Hall at 225/342-7412 for the annual income limits for families with 9 or more persons.

Source: Income limits provided by the U. S. Department of Housing and Urban Development.

**FY 2004 LCDBG Low Income Limits By Family Size  
By Parish and MSA  
(50% of the Median Parish Income)**

<u>New Orleans MSA</u>	<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>	<u>6 Person</u>	<u>7 Person</u>	<u>8 Person</u>
Orleans	17,450	19,950	22,450	24,950	26,950	28,950	30,950	32,950
Jefferson	17,450	19,950	22,450	24,950	26,950	28,950	30,950	32,950
St. Tammany	17,450	19,950	22,450	24,950	26,950	28,950	30,950	32,950
St. Charles	17,450	19,950	22,450	24,950	26,950	28,950	30,950	32,950

St. Bernard	17,450	19,950	22,450	24,950	26,950	28,950	30,950	32,950
Plaquemines	17,450	19,950	22,450	24,950	26,950	28,950	30,950	32,950
St. John Baptist	17,450	19,950	22,450	24,950	26,950	28,950	30,950	32,950
<u>Baton Rouge MSA</u>								
E. Baton Rouge	19,200	21,950	24,700	27,450	29,650	31,850	34,050	36,250
Livingston	19,200	21,950	24,700	27,450	29,650	31,850	34,050	36,250
Ascension	19,200	21,950	24,700	27,450	29,650	31,850	34,050	36,250
W. Baton Rouge	19,200	21,950	24,700	27,450	29,650	31,850	34,050	36,250
<u>Lafayette MSA</u>								
Lafayette	16,500	18,900	21,250	23,600	25,500	27,400	29,250	31,150
St. Martin	16,500	18,900	21,250	23,600	25,500	27,400	29,250	31,150
Acadia	16,500	18,900	21,250	23,600	25,500	27,400	29,250	31,150
St. Landry	16,500	18,900	21,250	23,600	25,500	27,400	29,250	31,150
<u>Lake Charles MSA</u>								
Calcasieu	17,250	19,700	22,200	24,650	26,600	28,600	30,550	32,550
<u>Shreveport MSA</u>								
Caddo	16,650	19,050	21,400	23,800	25,700	27,600	29,500	31,400
Bossier	16,650	19,050	21,400	23,800	25,700	27,600	29,500	31,400
Webster	16,650	19,050	21,400	23,800	25,700	27,600	29,500	31,400
<u>Monroe MSA</u>								
Ouachita	16,350	18,700	21,000	23,350	25,200	27,100	28,950	30,800
<u>Alexandria MSA</u>								
Rapides	15,400	17,600	19,800	22,000	23,750	25,500	27,300	29,050
<u>Houma-Terrebonne MSA</u>								
Lafourche	17,300	19,750	22,250	24,700	26,700	28,650	30,650	32,600
Terrebonne	17,300	19,750	22,250	24,700	26,700	28,650	30,650	32,600

### **FY 2004 Family Income**

#### Non-Metropolitan Parishes

	<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>	<u>6 Person</u>	<u>7 Person</u>	<u>8 Person</u>
Allen	14,400	16,450	18,500	20,550	22,200	23,850	25,500	27,150
Assumption	16,650	19,050	21,400	23,800	25,700	27,600	29,500	31,400
Avoyelles	13,800	15,750	17,750	19,700	21,300	22,850	24,450	26,000
Beauregard	15,850	18,100	20,400	22,650	24,450	26,250	28,100	29,900
Bienville	13,800	15,750	17,750	19,700	21,300	22,850	24,450	26,000
Caldwell	13,800	15,750	17,750	19,700	21,300	22,850	24,450	26,000
Cameron	16,050	18,300	20,600	22,900	24,750	26,550	28,400	30,250
Catahoula	13,800	15,750	17,750	19,700	21,300	22,850	24,450	26,000
Claiborne	13,800	15,750	17,750	19,700	21,300	22,850	24,450	26,000

### **FY 2004 Low Income Limits Continued**

	<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>	<u>6 Person</u>	<u>7 Person</u>	<u>8 Person</u>
Concordia	13,800	15,750	17,750	19,700	21,300	22,850	24,450	26,000
Desoto	14,300	16,300	18,350	20,400	22,050	23,650	25,300	26,950
East Carroll	13,800	15,750	17,750	19,700	21,300	22,850	24,450	26,000
East Feliciana	15,850	18,100	20,400	22,650	24,450	26,250	28,100	29,900
Evangeline	13,800	15,750	17,750	19,700	21,300	22,850	24,450	26,000
Franklin	13,800	15,750	17,750	19,700	21,300	22,850	24,450	26,000
Grant	15,300	17,500	19,650	21,850	23,600	25,350	27,100	28,850

Iberia	14,750	16,850	18,950	21,050	22,750	24,400	26,100	27,800
Iberville	14,050	16,100	18,100	20,100	21,700	23,300	24,900	26,550
Jackson	14,450	16,500	18,600	20,650	22,300	23,950	25,600	27,250
Jefferson Davis	14,050	16,050	18,050	20,050	21,650	23,250	24,850	26,450
Lasalle	15,350	17,500	19,700	21,900	23,650	25,400	27,150	28,900
Lincoln	16,200	18,500	20,850	23,150	25,000	26,850	28,700	30,550
Madison	13,800	15,750	17,750	19,700	21,300	22,850	24,450	26,000
Morehouse	13,800	15,750	17,750	19,700	21,300	22,850	24,450	26,000
Natchitoches	13,800	15,750	17,750	19,700	21,300	22,850	24,450	26,000
Pointe Coupee	15,950	18,250	20,500	22,800	24,600	26,450	28,250	30,100
Red River	13,800	15,750	17,750	19,700	21,300	22,850	24,450	26,000
Richland	13,800	15,750	17,750	19,700	21,300	22,850	24,450	26,000
Sabine	13,800	15,750	17,750	19,700	21,300	22,850	24,450	26,000
St. Helena	13,800	15,750	17,750	19,700	21,300	22,850	24,450	26,000
St. James	16,650	19,050	21,400	23,800	25,700	27,600	29,500	31,400
St. Mary	13,800	15,750	17,750	19,700	21,300	22,850	24,450	26,000
Tangipahoa	15,000	17,150	19,300	21,450	23,150	24,900	26,600	28,300
Tensas	13,800	15,750	17,750	19,700	21,300	22,850	24,450	26,000
Union	15,100	17,250	19,400	21,550	23,250	25,000	26,700	28,450
Vermilion	14,850	16,950	19,100	21,200	22,900	24,600	26,300	28,000
Vernon	14,600	16,700	18,750	20,850	22,500	24,200	25,850	27,500
Washington	13,800	15,750	17,750	19,700	21,300	22,850	24,450	26,000
West Carroll	13,800	15,750	17,750	19,700	21,300	22,850	24,450	26,000
West Feliciana	20,700	23,650	26,600	29,550	31,900	34,300	36,650	39,000
Winn	13,800	15,750	17,750	19,700	21,300	22,850	24,450	26,000

- Please call Mr. William Hall at 225/342-7412 for the annual income limits for families with 9 or more persons.

Source: Income limits provided by the U. S. Department of Housing and Urban Development.

**FY 2004 LCDBG Moderate Income Limits By Family Size  
By Parish and MSA  
(80% of the Median Parish Income)**

<u>New Orleans MSA</u>	<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>	<u>6 Person</u>	<u>7 Person</u>	<u>8 Person</u>
Orleans	27,950	31,950	35,950	39,900	43,100	46,300	49,500	52,700
Jefferson	27,950	31,950	35,950	39,900	43,100	46,300	49,500	52,700
St. Tammany	27,950	31,950	35,950	39,900	43,100	46,300	49,500	52,700
St. Charles	27,950	31,950	35,950	39,900	43,100	46,300	49,500	52,700
St. Bernard	27,950	31,950	35,950	39,900	43,100	46,300	49,500	52,700
Plaquemines	27,950	31,950	35,950	39,900	43,100	46,300	49,500	52,700
St. John Baptist	27,950	31,950	35,950	39,900	43,100	46,300	49,500	52,700
<u>Baton Rouge MSA</u>								
E. Baton Rouge	30,750	35,150	39,550	43,900	47,450	50,950	54,450	57,950
Livingston	30,750	35,150	39,550	43,900	47,450	50,950	54,450	57,950
Ascension	30,750	35,150	39,550	43,900	47,450	50,950	54,450	57,950
W. Baton Rouge	30,750	35,150	39,550	43,900	47,450	50,950	54,450	57,950
<u>Lafayette MSA</u>								
Lafayette	26,450	30,200	34,000	37,750	40,800	43,800	46,800	49,850

St. Martin	26,450	30,200	34,000	37,750	40,800	43,800	46,800	49,850
Acadia	26,450	30,200	34,000	37,750	40,800	43,800	46,800	49,850
St. Landry	26,450	30,200	34,000	37,750	40,800	43,800	46,800	49,850
<u>Lake Charles MSA</u>								
Calcasieu	27,600	31,550	35,500	39,450	42,600	45,750	48,900	52,050
<u>Shreveport MSA</u>								
Caddo	26,650	30,450	34,250	38,100	41,150	44,150	47,200	50,250
Bossier	26,650	30,450	34,250	38,100	41,150	44,150	47,200	50,250
Webster	26,650	30,450	34,250	38,100	41,150	44,150	47,200	50,250
<u>Monroe MSA</u>								
Ouachita	26,150	29,900	33,600	37,350	40,350	43,350	46,350	49,300
<u>Alexandria MSA</u>								
Rapides	24,650	28,150	31,700	35,200	38,000	40,850	43,650	46,450
<u>Houma-Terrebonne MSA</u>								
Lafourche	27,650	31,600	35,550	39,500	42,700	45,850	49,000	52,150
Terrebonne	27,650	31,600	35,550	39,500	42,700	45,850	49,000	52,150

**FY 2004 Family Income**

Non-Metropolitan Parishes

Allen	23,000	26,300	29,600	32,900	35,500	38,150	40,750	43,400
Assumption	26,650	30,450	34,250	38,100	41,150	44,150	47,200	50,250
Avoyelles	22,050	25,200	28,350	31,500	34,050	36,550	39,100	41,600
Beauregard	25,350	29,000	32,600	36,250	39,150	42,050	44,950	47,850
Bienville	22,050	25,200	28,350	31,500	34,050	36,550	39,100	41,600
Caldwell	22,050	25,200	28,350	31,500	34,050	36,550	39,100	41,600
Cameron	25,650	29,300	33,000	36,650	39,550	42,500	45,400	48,350
Catahoula	22,050	25,200	28,350	31,500	34,050	36,550	39,100	41,600
Claiborne	22,500	25,750	28,950	32,150	34,750	37,300	39,900	42,450

**FY 2004**

**Moderate  
Income Limits**

**Continued**

	<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>	<u>6 Person</u>	<u>7 Person</u>	<u>8 Person</u>
Concordia	22,050	25,200	28,350	31,500	34,050	36,550	39,100	41,600
Desoto	22,850	26,100	29,400	32,650	35,250	37,850	40,450	43,100
East Carroll	22,050	25,200	28,350	31,500	34,050	36,550	39,100	41,600
East Feliciana	25,350	29,000	32,600	36,250	39,150	42,050	44,950	47,850
Evangeline	22,050	25,200	28,350	31,500	34,050	36,550	39,100	41,600
Franklin	22,050	25,200	28,350	31,500	34,050	36,550	39,100	41,600
Grant	24,450	27,950	31,450	34,950	37,750	40,550	43,350	46,150
Iberia	23,600	26,950	30,300	33,700	36,350	39,050	41,750	44,450
Iberville	22,500	25,750	28,950	32,150	34,750	37,300	39,900	42,450
Jackson	23,150	26,450	29,750	33,050	35,700	38,350	40,950	43,600
Jefferson Davis	22,450	25,650	28,850	32,100	34,650	37,200	39,800	42,350
Lasalle	24,550	28,050	31,550	35,050	37,850	40,650	43,450	46,250
Lincoln	25,950	29,650	33,350	37,050	40,000	42,950	45,950	48,900
Madison	22,050	25,200	28,350	31,500	34,050	36,550	39,100	41,600
Morehouse	22,050	25,200	28,350	31,500	34,050	36,550	39,100	41,600
Natchitoches	22,050	25,200	28,350	31,500	34,050	36,550	39,100	41,600
Pointe Coupee	25,550	29,200	32,850	36,500	39,400	42,300	45,250	48,150
Red River	22,050	25,200	28,350	31,500	34,050	36,550	39,100	41,600

Richland	22,050	25,200	28,350	31,500	34,050	36,550	39,100	41,600
Sabine	22,050	25,200	28,350	31,500	34,050	36,550	39,100	41,600
St. Helena	22,050	25,200	28,350	31,500	34,050	36,550	39,100	41,600
St. James	26,650	30,450	34,250	38,100	41,150	44,150	47,200	50,250
St. Mary	22,050	25,200	28,350	31,500	34,050	36,550	39,100	41,600
Tangipahoa	24,000	27,450	30,900	34,300	37,050	39,800	42,550	45,300
Tensas	22,050	25,200	28,350	31,500	34,050	36,550	39,100	41,600
Union	24,150	27,600	31,050	34,500	37,250	40,000	42,750	45,500
Vermilion	23,750	27,150	30,550	33,900	36,650	39,350	42,050	44,750
Vernon	23,350	26,700	30,000	33,350	36,050	38,700	41,350	44,050
Washington	22,050	25,200	28,350	31,500	34,050	36,550	39,100	41,600
West Carroll	22,050	25,200	28,350	31,500	34,050	36,550	39,100	41,600
West Feliciana	33,100	37,800	42,550	47,300	51,050	54,850	58,650	62,400
Winn	22,050	25,200	28,350	31,500	34,050	36,550	39,100	41,600

- Please call Mr. William Hall at 225/342-7412 for the annual income limits for families with 9 or more persons.

Source: Income limits provided by the U. S. Department of Housing and Urban Development.

## SAMPLE WORK WRITE-UP AND COST ESTIMATE

Applicant: Mrs. Beasley  
425 Fourth Street

Application #129

Inspector: Orry Marrinous

Date Inspected: 3/9/04

		<u>Estimated Cost</u>
<u>LIVING ROOM</u> 10' x 15'		
Floors	Remove existing subfloor (approximately 210 square feet) and replace with plywood subfloor at least 5/8".	\$ _____
	Install sheet vinyl over wood surface, "Armstrong Standard" or equal (approximately 210 square feet).	\$ _____
Walls	Patch holes and cracks in existing plaster (approximately 6 square feet). Include lathing on south and west walls.	\$ _____
	Paint walls (approximately 480 square feet) With two coats of interior latex paint, "Sherman Williams Good" or equal, with roller.	\$ _____
<u>BEDROOM #2</u> 9' x 11'		
Window	Install screen and lock (3'x4').	\$ _____
Closet	Install 16"x36" #2 pine shelf and 1-3/8" clothes pole.	\$ _____
Walls	Paint with 2 coats of interior latex "Sherwin Williams Good" or equal with roller (approximately 900 square feet).	\$ _____
Doors and Woodwork	Paint using semi-gloss "Sherman Williams Good" or equal using brush.	\$ _____

\_\_\_\_\_  
Signature of Homeowner

\_\_\_\_\_  
Date

		<u>Estimated Cost</u>
<u>HALL</u> 4' x 10'		
Floor	Remove existing subfloor (approximately 40 square feet) and replace with plywood subfloor at least 5/8".	\$ _____
	Install vinyl asbestos floor tile "Armstrong Standard" or equal (approximately 40 square feet).	\$ _____
	Install shoe and baseboard (approximately 20 linear feet).	\$ _____
Ceiling	Install frame and cover on access hole (approximately 3'x3').	\$ _____
Electric	Remove existing hanging light cord and replace with UL approved ceiling fixture with switch.	\$ _____
Closet	Rebuild existing closet 3'9" x 2'0"; door size 2'0" x 6'8"; install 12" #2 pine shelf and 1-3/8" clothes pole.	\$ _____
Walls	Apply 2 coats interior latex "Sherman Williams Good" or equal with roller (approximately 200 square feet).	\$ _____
	Apply semi-gloss paint to 2 doors, door jams and baseboard. "Sherman Williams Good" or equal with brush.	\$ _____
<u>KITCHEN</u> 11'6" x 14'5"		
Walls	Install shoe and baseboard (approximately 50 linear feet).	\$ _____
	Apply 2 coats interior latex, "Sherman Williams Good" or equal with roller (approximately 250 square feet).	\$ _____

\_\_\_\_\_  
Signature of Homeowner

\_\_\_\_\_  
Date

		<u>Estimated Cost</u>
Ceiling	Install 12"x12" celotex tile over existing wood ceiling (approximately 165 square feet) with adhesive.	\$ _____
Windows	Remove existing wood windows, reset and install new trim (approximately 2'x3").	\$ _____
	Paint window trim using semi-gloss "Sherman Williams Good" or equal with brush.	\$ _____
Cabinets	Remove 3 base kitchen cabinets and counter top.	\$ _____
	Install 36" door base cabinets with 2 drawers and 2 cabinets and formica counter top and 4" back-splash.	\$ _____
	Install 36" wall cabinets 26" high over base cabinet.	\$ _____
	Install stainless steel sink in top 32"x21".	\$ _____
Electric	Install 10" ventilation fan, vent fan through wall over stove.	\$ _____
	Remove existing electric panel box and install a new panel box (200 amp. minimum with breaker breaker switch) and replace all wiring inside wall. Replace all hazardous wiring as per code.	\$ _____
	Install 2 new electrical outlets in kitchen, check wiring, replace as necessary.	\$ _____

BATHROOM 6'x8'0"

Floor	Remove existing subfloor (approximately 54 square feet), replace with plywood subfloor at least 5/8".	\$ _____
	Install vinyl asbestos floor tile, "Armstrong Standard" or equal (approximately 48 square feet).	\$ _____

\_\_\_\_\_  
Signature of Homeowner

\_\_\_\_\_  
Date

		<u>Estimated Cost</u>
Ceiling	Remove water damage plaster down to lathes, replace lathes if damaged, replaster (approximately 48 square feet), and paint with 2 coats of interior latex "Sherman Williams Good" or equal.	\$ _____
Walls	Scrape, seal, and repaint all walls with 2 coats of interior latex "Sherman Williams Good" or equal.	\$ _____
Toilet	Remove and replace existing toilet with new toilet. "Standard Quality".	\$ _____
 <u>EXTERIOR</u>		
Joists	Remove four rear joists, size 2"x10"x14', and replace with same size joists.	\$ _____
Fascia and Trim	Remove 2 deteriorated barge rafters size 2"x6"x12'. Replace with same size rafters.	\$ _____
Screen Doors	Replace 2 existing deteriorated screen doors 3'x6'8" with new aluminum screen doors.	\$ _____
Exterior Windows	Weatherstrip 8 windows with spring bronze.	\$ _____
Exterior Walls	Caulk around all openings and seal all cracks in exterior siding. Scrape all exterior walls, paint all exterior wood surfaces with 2 coats of exterior oil base paint.	\$ _____
Termite Control	Spray for termites and other pests by a licensed contractor.	\$ _____
Attic	Install 6" blown fiberglass insulation.	\$ _____
Plumbing	Route all waste lines (by a roofer sewer contractor). Call plumbing inspector to inspect this operation.	\$ _____
Wrap Pipes	Wrap pipes or ducts in crawl space with 1-1/2" foil scrim fiberglass.	\$ _____

\_\_\_\_\_  
Signature of Homeowner

\_\_\_\_\_  
Date

		<u>Estimated Cost</u>
Vapor Barrier	Install 4 mil vapor barrier on ground in crawl space.	\$ _____

PERMITS REQUIRED:

Electric, Building, & Plumbing

I hereby certify that the foregoing repairs will be sufficient to bring this unit up to Section 8 minimum property standards.

\_\_\_\_\_

Date

\_\_\_\_\_

Community Inspector

I understand that the foregoing repairs represent the full and exact extent of work to be undertaken on this property and that no changes to this list can be made without prior written approval of the Community, the contractor and myself.

\_\_\_\_\_

Date

\_\_\_\_\_

Homeowner



# Contractor Requirements

R.S. 37:2150

PROFESSIONS AND OCCUPATIONS  
CH.24

## 2150. Purpose; legislative intent

The purpose of the legislature in enacting this Chapter is the protection of the health, safety, and general welfare of all those persons dealing with persons engaged in the contracting vocation, and the affording of such persons of an effective and practical protection against the incompetent, inexperienced, unlawful, and fraudulent acts of contractors with whom they contract. Further, the legislative intent is that the State Licensing Board for Contractors shall monitor construction projects to ensure compliance with the licensure requirements of this Chapter.

### 2150.1. Definitions

As used in this Chapter, the following words and phrases shall be defined as follows:

- (1) "Board" means the State Licensing Board for Contractors.
- (2) "Commercial purposes" means any construction project other than residential homes, a single residential duplex, a single residential triplex, or a single residential fourplex. A construction project consisting of residential homes where the contractor has a single contract for the construction of more than two homes within the same subdivision shall be deemed a commercial undertaking.
- (3) "Contract" means the entire cost of the construction undertaking, including labor, materials, rentals, and all direct and indirect project expenses.
- (4)(a) "Contractor" means any person who undertakes to, attempts to, or submits a price or bid or offers to construct, supervise, superintend, oversee, direct, or in any manner assume charge of the construction, alteration, repair, improvement, movement, demolition, putting up, tearing down, or furnishing labor, or furnishing labor together with material or equipment, or installing the same for any building, highway, road, railroad, sewer, grading, excavation, pipeline, public utility structure, project development, housing, or housing development, improvement, or any other construction undertaking for which the entire cost of same is fifty thousand dollars or more when such property is to be used for commercial purposes other than a single residential duplex, a single residential triplex, or a single residential fourplex. A construction project which consists of construction of more than two single residential homes, or more than one single residential duplex, triplex, or fourplex, shall be deemed to be a commercial undertaking.
- (b) The term "contractor" includes general contractors, subcontractors, architects, and engineers who receive an additional fee for the employment or direction of labor, or any other work beyond the normal architectural or engineering services.

(c) A contractor holding a license in the major classification of hazardous materials, or any subclassifications thereunder, shall be defined in terms of work performed for which the cost is one dollar or more.

(d) "Contractor" shall not mean any person, supplier, manufacturer, or employee of such person who assembles, repairs, maintains, moves, puts up, tears down, or disassembles any patented, proprietary, or patented and proprietary environmental equipment supplied by such person to a contractor to be used solely by the contractor for a construction undertaking.

(5) "Executive director" means the person appointed by the board to serve as the chief operating officer in connection with the day-to-day operation of the board's business.

(6)(a) "General contractor" means a person who contracts directly with the owner. The term "general contractor" shall include the term "primary contractor" and wherever used in this Chapter or in regulations promulgated thereunder "primary contractor" shall mean "general contractor".

(b) "General contractor" shall not mean any person, supplier, manufacturer, or employee of such person who assembles, repairs, maintains, moves, puts up, tears down, or disassembles any patented, proprietary, or patented and proprietary environmental equipment supplied by such person to a contractor to be used solely by the contractor for a construction undertaking.

(7) "Home improvement contracting" means the reconstruction, alteration, renovation, repair, modernization, conversion, improvement, removal, or demolition, or the construction of an addition to any pre-existing owner occupied building which building is used or designed to be used as a residence or dwelling unit, or to structures which are adjacent to such residence or building. "Home improvement contracting" shall not include services rendered gratuitously.

(8) "Home improvement contractor" means any person, including a contractor or subcontractor, who undertakes or attempts to, or submits a price or bid on any home improvement contracting project.

(9) "Person" means any individual, firm, partnership, association, cooperative, corporation, limited liability company, limited liability partnership, or any other entity recognized by Louisiana law; and whether or not acting as a principal, trustee, fiduciary, receiver, or as any other kind of legal or personal representative, or as a successor in interest, assignee, agent, factor, servant, employee, director, officer, or any other representative of such person; or any state or local governing authority or political subdivision performing a new construction project which exceeds the contract limits provided in R.S. 38:2212 and which does not constitute regular maintenance of the public facility or facilities which it has been authorized to maintain.

(10) "Qualifying party" means a natural person designated by the contractor to represent the contractor for the purpose of complying with the provisions of this Chapter including without limitation meeting the requirements for the initial license and/or any continuation thereof.

(11) “Residential building contractor” means any corporation, partnership, or individual who constructs a fixed building or structure for sale for use by another as a residence or who, for a price, commission, fee, wage, or other compensation, undertakes or offers to undertake not more than three floors in height, to be used by another as a residence, when the cost of the undertaking exceeds fifty thousand dollars. The term “residential building contractor” includes all contactors, subcontractors, architects, and engineers who receive an additional fee for employment or direction of labor, or any other work beyond the normal architectural or engineering services. It shall not include the manufactured housing industry or those persons engaged in building residential structures that are mounted on metal chassis and wheels.

(12) “Subcontract” means the entire cost of that part of the contract which is performed by the subcontractor.

(13)(a) “Subcontractor” means a person who contracts directly with the primary contractor for the performance of a part of the principle contract or with another contractor for the performance of a part of the principle contract.

(b) “Subcontractor” shall not mean any person, supplier, manufacturer, or employee of such person who assembles, repairs, maintains, moves, puts up, tears down, or disassembles any patented, proprietary, or patented and proprietary environmental equipment supplied by such person to a contractor to be used solely by the contractor for a construction undertaking.

## **2157. Exemptions**

A. There are excepted from the provisions of this Chapter:

(1) Any public utility providing gas, electric, or telephone service which is subject to regulation by the Louisiana Public Service Commission or the council of the city of New Orleans, or to any work performed by such public utility in furnishing its authorized service.

(2) Owners of property who supervise, superintend, oversee, direct, or in any manner assume charge of the construction, alteration, repair, improvement, movement, demolition, putting up, tearing down, or maintenance of any building, railroad excavation, project, development, improvement, plan facility, or any other construction undertaking, on such property, for use by such owner and which will not be for sale or rent, and the control of access to which shall be controlled by the owner so that only employees and non-public invitees are allowed access.

(3) Persons donating labor and services for the supervision and construction of or for the maintenance and repair of churches.

(4) Farmers doing construction for agricultural purposes on leased or owned land.

(5) Persons bidding or performing work on any project totally owned by the federal government.

(6) Persons bidding work partially funded by the federal government if a federal regulation or law prohibits the requirement of said license; however, the successful bidder shall apply for a

license and meet all requirements of the law and rules and regulations of the board prior to commencement of work.

(7) Persons engaged in the rail or pipeline industry with respect to rail or pipeline construction activities performed on property owned or leased by such persons.

(8) Citizens volunteering labor for the construction of a project which is funded by the Louisiana Community Development Block Grant, Louisiana Small Towns Environmental Program.

(9) Persons, suppliers, manufacturers, or employees of such persons who assemble, repair, maintain, move, put up, tear down, or disassemble any patented, proprietary, or patented and proprietary environmental equipment supplied by such persons to a contractor to be used solely by the contractor for a construction undertaking.

(10) The manufactured housing industry or those persons engaged in any type of service, warranty, repair, or home improvement work on factory-built, residential dwellings that are mounted on chassis and wheels.

B. However, the provisions of this Chapter shall apply to any contractor employed by persons exempted hereinabove. Further, nothing herein shall be construed to waive local and state health and life safety code requirements.

#### **2160. Engaging in business of contracting without authority prohibited; penalty**

A. (1) It shall be unlawful for any person to engage or to continue in this state in the business of contracting, or to act as a contractor as defined in this Chapter, unless he holds an active license as a contractor under the provisions of this Chapter.

(2) It shall be unlawful for any contractor, licensed or unlicensed, who advertises in any form or in any news medium, to advertise that he is a licensed contractor without specifying the type of license to which he is referring.

B. It shall be sufficient for the indictment, affidavit, or complaint to allege that the accused unlawfully engaged in business as a contractor without authority from the State Licensing Board for Contractors.

C. Anyone violating this Section of this Chapter shall be guilty of a misdemeanor and, upon conviction, shall be fined a sum not to exceed five hundred dollars per day of violation or three months in prison, or both.

#### **2167. Licensure required; qualifications; examination; waivers**

A. No person shall work as a residential building contractor, as defined in this Chapter, in this state unless he holds an active license in accordance with the provisions of this Chapter.

B. In order to obtain a license as a residential building contractor an applicant shall demonstrate to the subcommittee that he:

(1) Has submitted certificates evidencing workers' compensation coverage in compliance with Title 23 of the Louisiana Revised Statutes of 1950, and liability insurance in a minimum amount of one hundred thousand dollars or liability protection provided by a liability trust fund as authorized by R.S. 22:5(9)(d) in a minimum amount of one hundred thousand dollars.

(2) Has passed the examination administered by the State Licensing Board for Contractors.

(3) Has submitted a financial statement prepared by an independent auditor and signed by the applicant and auditor before a notary public, stating that the applicant has a net worth of at least ten thousand dollars.

C. The State Licensing Board for Contractors shall administer an examination for licensure of residential building contractors at such times and places as it shall determine in accordance with the testing procedures of the board. The examination shall test the applicant's knowledge of such subjects as the subcommittee may consider useful in determining the applicant's fitness to be a licensed residential building contractor. The subcommittee shall determine the criteria for satisfactory performance.

D. The subcommittee shall waive the examination and grant a residential building contractor's license to any person working in the residential building industry who meets at least one of the following requirements:

(1) Holds a builder construction license issued by the State Licensing Board for Contractors prior to February 1, 1996.

(2) to (4) Terminated by Acts 1997, No. 925, 1, eff. January 1, 1998.

## **2170. Exceptions**

A. There are excepted from the provisions of this Chapter:

(1) Owners of property who supervise, superintend, oversee, direct, or in any manner assume charge of the construction, alteration, repair, improvement, movement, demolition, putting up, tearing down, or maintenance of their personal residences, provided the homeowner does not build more than one residence per year. The one-year period shall commence on the date of occupancy of the residence. However, an owner of property may build more than one personal residence in a one-year period if the construction of an additional residence occurs as a result of a change in the legal marital status of the owner or change in the employment status of the owner whereby the owner must relocate to another employment location, which is located in excess of fifty miles from his personal residence.

(2) Persons performing the work of a residential building contractor in areas or municipalities that do not have a permitting procedure.

(3) Farmers doing construction for agricultural or related purposes on leased or owned land.

B. However, the provisions of this Chapter shall apply to any contractor employed by persons exempted in Subsection A except those contractors employed for remodeling purposes. Further, nothing in this Section shall be construed to waive local and state health and life safety code requirements.

## **PART II. HOME IMPROVEMENT CONTRACTING**

### **Redesignations in Chapter 24**

*Acts 2003, No. 1146, 2 added Chapter 24, Part I, "Home Improvement Contracting", containing R.S. 37:2175.1 to 37:2175.5. This Part I as added by Acts 2003, No. 1146 was redesignated, pursuant to the statutory revision authority of the Louisiana State Law Institute, as Part II of Chapter 24. On the same authority, R.S. 37:2150 to 37:2173 of Chapter 24 were designated as Part I, "General" of that Chapter.*

#### **2175.1 Home improvement contracting; written contract required**

A. Every agreement to perform home improvement contracting services, as defined by this Part, in an amount in excess of seventy-five hundred dollars shall be in writing and shall inculd the following documents and information:

(1) The complete agreement between the owner and the contractor and a clear description of any other documents which are or shall be incorporated into the agreement.

(2) The full names, addresses, and the registration number of the home improvement contractor.

(3) A detailed description of the work to be done and the materials to be used in the performance of the contract.

(4)(a) The total amount agreed to be paid for the work to be performed under the contract including all change orders and work orders.

(b) An approximation of the cost expected to be borne by the owner under a cost-plus contract or a time-and-materials contract.

(5) The signature of all parties.

B. At the time of signing, the owner shall be furnished with a copy of the contract signed by both the home improvement contractor and the owner. No work shall begin prior to the signing of the contract and transmittal to the owner of a copy of the contract.

C. Contracts which fail to comply with the requirements of this Section shall not be invalid solely because of noncompliance.

### **2175.2 Home improvement contracting; registration required**

A. No person shall undertake, offer to undertake, or agree to perform home improvement contracting services unless registered with and approved by the Residential Building Contractors Subcommittee of the State Licensing Board of Contractors as a home improvement contractor.

B. In order to be registered as a home improvement contractor, an applicant must make a written application under oath to the subcommittee. The application shall set forth information that includes the following:

(1) The applicant's name, home address, business address, and social security number.

(2) The names and addresses of any and all owners, partners, or trustees of the applicant including, in case of corporate entities, the names and addresses of any and all officers, directors, and principal shareholders. The Section shall not apply to publicly traded companies.

(3) A statement whether applicant has ever been previously registered in the state as a home improvement contractor, under what other names he was previously registered, whether there have been previous judgments or arbitration awards against him, and whether his registration has ever been suspended or revoked.

C. The applicant shall furnish the board proof of workers' compensation insurance.

D. The subcommittee shall fix fees, in an amount not to exceed fifty dollars, in a manner established by its rules for the registration and renewal for home improvement contractors.

E. No application for registration or renewal conforming to the requirements of this Section may be denied or revoked except for a finding by the subcommittee that the applicant has done one or more of the following acts which are grounds for denial:

(1) Made material omissions or misrepresentations of fact on their application for registration or renewal.

(2) Failed to pay either the registration fee or renewal fee.

(3) Failed consistently to perform contracts or has performed contracts in an unworkmanlike manner or has failed to complete contracts with no good cause or has engaged in fraud or bad faith with respect to such contracts.

F. The subcommittee shall issue and deliver a certificate of registration to all applicants who have been approved for registration. Each certificate of registration issued by the

subcommittee shall bear a number which shall be valid for one year from the date of its issuance and may be renewed upon approval of the subcommittee. The certificate shall not be transferable.

### **2175.3. Home improvement contracting; prohibited acts; violations**

A. The following acts are prohibited by persons performing home improvement contracting services:

- (1) Operating without a certificate of registration issued by the subcommittee.
- (2) Abandoning or failing to perform, without justification, any contract or project engaged in or undertaken by a registered home improvement contractor, or deviating from or disregarding plans or specifications in any material respect without the consent of the owner.
- (3) Failing to credit the owner any payment they have made to the home improvement contractor in connection with a home improvement contracting transaction.
- (4) Making any material misrepresentation in the procurement of a contract or making any false promise likely to influence, persuade, or induce the procurement of a contract.
- (5) Violation of the building code of the state or municipality.
- (6) Failing to notify the subcommittee of any change of trade name or address, or conducting a home improvement contracting business in any name other than the one in which the home improvement contractor is registered.
- (7) Failing to pay for materials or services rendered in connection with his operating as a home improvement contractor where he has received sufficient funds as payment for the particular construction work, project, or operation for which the services or material were rendered or purchased.
- (8) Making a false representation that the person is a state licensed general contractor.

B. Violations of this Section shall subject the violator to the administrative sanctions as prescribed in this Part.

### **2175.4. Home improvement contracting; administrative penalties**

A. If the subcommittee determines that any registrant is liable for violation for any of the provisions contained in this Part, the subcommittee may suspend the registrant's certificate of registration for such period of time as shall be determined by the subcommittee, revoke the registrant's certificate of registration, or reprimand the registrant.

B. The subcommittee may assess an administrative penalty not to exceed one hundred dollars or twenty-five percent of the total contract price, whichever is greater, payable within thirty

days of their order, for each violation of any of the provisions of this Part, committed by the home improvement contractor who is registered or who is required to be registered, plus any administrative costs incurred by the subcommittee.

C. In determining whether to impose an administrative penalty, the administrator shall consider the seriousness of the violation, the effect of the violation on the complainant, any good faith on the part of the home improvement contractor, and the home improvement contractor's history of previous violations.

#### **2175.5. Home improvement contracting; exceptions**

A. The following persons are excepted from the provisions of this Part:

(1) The state or any of its political subdivisions.

(2) A homeowner who physically performs the home improvement work on their personal residence.

(3) Persons licensed as a contractor, subcontractor, or residential building contractor pursuant to Chapter 24 of Title 37 of the Louisiana Revised Statutes of 1950.

(4) Electricians, plumbers, architects, or other persons who are required by law to attain standards of competency or experience as a prerequisite to licensure for and engaging in such profession who are acting exclusively within the scope of the profession for which they are currently licensed pursuant to such other law.

(5) Any person who performs labor or services for a home improvement contractor for wages or salary and who does not act in the capacity as a home improvement contractor.

(6) Any person who works exclusively in any of the following home improvement areas:

(a) Landscaping

(b) Interior painting or wall covering.

B. Nothing in this Section shall be construed to waive local and state health and life safety code requirements.



SAMPLE  
CONTRACT PACKAGE FOR REHABILITATION

KNOW ALL MEN BY THESE PRESENTS:

Community of \_\_\_\_\_

This agreement made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between  
\_\_\_\_\_  
\_\_\_\_\_ hereinafter referred to as the "Owner" and  
\_\_\_\_\_ hereinafter referred to as "Contractor", with  
the Community of \_\_\_\_\_, hereinafter referred to as the  
"Community", acting as the Owner's agent.

W I T N E S S E T H

The Owner does hereby employ the contractor to do all the work and provide all materials, tools,  
machinery, supervision, etc., necessary for the Rehabilitation of the property known as:

\_\_\_\_\_ for the total  
sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), all in

accordance with the work write-up, estimate, plans, and specifications which are attached hereto  
as Attachment "A" and expressly incorporated herein by reference and made a part hereof.

1. The Contractor does hereby agree that he will perform the work diligently and in a good workmanship manner, using the materials specified or materials of at least equal quality.
2. The Contractor shall be responsible for obtaining all necessary permits for the work to be performed, and the work being done or any part thereof shall not be deemed completed until same has been accepted as satisfactory by the Owner or by the Community.
3. When adjacent property is affected or endangered by any work done under this contract, it shall be the responsibility of the Contractor to take whatever steps are necessary for the protection of the adjacent property and to notify the Owner thereof of such hazard.

4. The Contractor hereby agrees not to assign or sublet this contract without the written consent of the Owner. The request for assignment shall be addressed to the Owner, c/o the Office of Community Development.
5. In the event of any breach of this contract, the Owner, may at his option engage the services of another contractor to complete the work and deduct the cost of such completion from the amount due the Contractor hereunder.
6. Upon satisfactory completion of the work, the Owner will pay the Contractor 90 percent of the contract price and will issue a written acceptance of work, and the Contractor shall immediately file the same with the Clerk of the Court for Community. After the expiration of 45 days from the registry of the notice of acceptance and after the Contractor shall have delivered to the Owner a certificate from the Clerk of the Court in the name of the Owner and Contractor, showing no liens or claims arising out of the work are recorded and that more than 45 days have elapsed since the registry of the notice, this contract shall be completed and the Contractor and his surety shall be discharged and the Contractor paid the 10 percent retainage.
7. The City does hereby agree to make progress payments, if any, in accordance with the following conditions:
  - (a) Progress payments shall not exceed 90 percent of the value of the specified work satisfactorily completed.
  - (b) Contracts over \$3,500 but not exceeding \$5,000; One (1) partial payment may be requested by the contractor after a minimum of 50 per cent of the total contract work is satisfactorily completed.
  - (c) Contracts over \$5000; Two (2) partial payments may be requested by the Contractor, (1) First Partial Payment -- after a minimum of 40 percent of the work is satisfactorily completed; (2) Second Partial Payment -- after an additional 40 percent of the total contract work is satisfactorily completed.
8. The Contractor covenants and agrees to, and does hereby, indemnify, and hold harmless and defend the Owner, the Office of Community Development, The Community, and State of Louisiana, their agents, servants of employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind of character, whether real or asserted, arising out of this agreement of the work to be performed hereunder. The Contractor hereby assumes all liability and responsibility for injuries, claims or suits for damages, to persons or property of whatsoever, kind of character, whether real or asserted, occurring during the time the work is being performed and arising out of the performance of same.

9. Neither the Contractor nor any subcontractor shall commence work under this agreement until all insurance required under this paragraph has been secured and such insurance has been approved by the Owner:

Compensation Insurance: The Contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all of his employees at the site of the project; and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees.

General Liability and Property Damage Insurance: The Contractor shall take out and maintain during the life of this contract, such general liability and property damage insurance that shall protect him and any subcontractor performing work covered by this contract from claims for damages or personal injury, including accidental death, as well as from claims for property damage which may arise from operation under this contract, whether such operation be by himself or by one directly or indirectly employed by either of them; and the amounts of such insurance shall be as follows:

Public Liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000) for injuries, including accidental death, to any one person; and in an amount of not less than One Hundred Thousand Dollars (\$100,000) on account of one accident.

It is further agreed that the Contractor, at his sole cost and expense, shall acquire and maintain fire and extended coverage insurance upon the entire structure on which the work on this contract is to be one, to one hundred (100) percent of the insurable value which is declared to be \$ \_\_\_\_\_, on a form of policy approved by the Insurance Commissioner of the State of Louisiana, of an agency duly delegated by him for insuring such a risk in the State of Louisiana. Loss, if any, is to be payable to the Owner having legal title to the property that is to be rehabilitated, except in such cases as may require payment of the proceeds of such insurance to a mortgagee as his interest may appear.

10. It is agreed that the Owner is hereby obligated to issue a written proceed-order to the Contractors within thirty (30) days from the date of execution of this contract. It is further agreed that the Contractor will, after the receipt of such order, begin the work to be performed under this contract within ten (10) calendar days of the date of such order. Upon commencement of work the Contractor hereby agrees to complete the same within sixty (60) days, time being of the essence.
11. Contractor hereby guarantees the improvements herein provided for, for a period of one year from the date of final acceptance of all work required by this contract. It is further agreed that the Contractor will furnish the Owner, c/o Office of Community Development, with all manufacturers and suppliers written guarantee and warranties covering materials and equipment furnished under this contract.

12. The Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees at work; and at the completion of the work he shall remove all his rubbish from and about the building and all his work "broom clean" or its equivalent. It is further agreed that all materials, and equipment that have been removed and replaced as a part of the work hereunder shall belong to the Contractor.
13. The Contractor shall, upon completion of the work, and upon final payment by the Owner, furnish the Owner with an affidavit certifying that all charges for execution of this contract, have been paid in full, to the end that no liens of any kind or character (save and except those between the parties hereto) may be affixed against the above described property. Final payment of the contract amount will be made only after final inspection and acceptance of all work to be performed by the contractor, and the contractor's satisfactory releases of liens or claims for liens by the contractor, subcontractors, laborers, and materials suppliers.
14. The Contractors shall remove any and all cracking, scaling, peeling, chipping and loose paint and repaint all surfaces using two coats of a non-lead based paint. Where the paint film integrity of the applicable surface cannot be maintained, paint shall be completely removed or the surface covered with a suitable material such as gypsum, wallboard, plywood, or plaster before any repainting is undertaken.
15. The State grantor agency, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of four (4) years from the official date of close-out of the grant.
16. No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.
17. This instrument which includes Part II Terms and Conditions constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provisions hereof. No other work shall be done, nor additional monies paid, unless provided for in a previously written contract, signed by the parties hereto, and approved in writing by the Community of \_\_\_\_\_, Office of Community Development.

18. In the event there is any conflict between the provisions of this contract and the provisions of Attachment "A", the provisions of this contract shall in all cases prevail.
19. After Rehabilitation, if a unit is sold, rented, leased or otherwise vacated within five (5) years from the end of the lien period, the grant funds used to Rehabilitate that unit must be pro-rated over the five (5) year period and that portion of time not lived in the house by the homeowner be converted to a dollar amount and returned to the State. (Example: A \$15,000 rehabbed unit sold after two (2) years would equate to \$15,000 divided by 5 = \$3,000 per year or \$6,000 of grant money forgiven and \$9,000 of grant money returned to the State.) If this should occur you should notify the State immediately for instructions.
20. In the event the unit to be Rehabilitated is located within an area designated as having special flood hazards by the Federal Flood Insurance Administration and the Department of Housing and Urban Development, the homeowner shall be required to secure and maintain a policy of flood insurance on the unit for a minimum of one (1) year after completion of the unit, with a maximum of the lien period length. A minimum of one (1) year should be paid with CDBG funds. A copy of the insurance certificate or policy shall be required for documentation and the community shall retain same in the rehabilitation file. The homeowner shall be counseled prior to application approval of this requirement. In all such cases, all Rehabilitation construction shall comply with appropriate FIA regulations and related executive orders.
21. Davis-Bacon Act (40 U.S.C. 276a-276a5) requirements do not apply to Housing Rehabilitation contracts unless eight or more units are bid under one contract.

EXECUTED AT Community, Louisiana, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Contractor\_\_\_\_\_

Owner\_\_\_\_\_

Witness

\_\_\_\_\_

Witness

\_\_\_\_\_

Certifications:

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_ of the corporation named as Contractor herein, that  
\_\_\_\_\_, who signed this Agreement  
on behalf of the Contractor, was then \_\_\_\_\_  
of said corporation; that said Agreement was and is within the scope of its corporate powers.

\_\_\_\_\_  
Corporate Seal

## **SPECIAL EQUAL OPPORTUNITY PROVISIONS**

- A. Activities and Contracts Not Subject to Executive Order 11246, as Amended  
(Applicable to federally assisted construction contracts and related subcontracts of \$10,000 and under.)

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. 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.
2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. Contractors shall incorporate foregoing requirements in all subcontracts.

- B. Executive Order 11246 (contracts/subcontracts above \$10,000)

1. Section 202 Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. 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 setting forth the provisions of this nondiscrimination clause.

- (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 without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (6) In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of United States.

2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000).

(1) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

(2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

---

Goals for minority participation	Goals for female participation
(Insert goals)	(Insert goals for current year)

---

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed.

With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good

faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (3) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- (4) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed, giving the State, parish, and city, if any).

3. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

- (1) As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish

Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iii) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) When the Contractor, or any subcontractor at anytime, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

(4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally- assisted construction contract shall apply the minority and female goals established for the

geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (6) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the- street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement have not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on a bulletin board accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work

assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitation to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

(8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and time-tables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.

(9) A single goal for minorities and a separate single goal for women has been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the

Contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).

- (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any persons because of race, color, religion, sex, or national origin.
- (11) The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
- (12) The Contractor shall not carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended.
- (13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprenticeship trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block

Grant Program).

C. Certification of Non-segregated Facilities (Over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, \*transportation and housing facilities provided for employees which are segregated on the basis of race, color, religion, or otherwise. He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

E. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

---

\*Parking lots, drinking fountains, recreation, or entertainment areas.

F. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

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

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

G. Section 503 Handicapped (for contracts of \$10,000 or Over) Affirmative Action for Handicapped Workers

- (a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- (e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to

employ and advance in employment physically and mentally handicapped individuals.

- (f) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$100,000.)

Compliance With Air and Water Acts

During the performance of this contract, the Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- (2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under

consideration to be listed on the EPA List of Violating Facilities.

- (4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

#### SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

##### A. Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation of residential structures). The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

##### B. Use of Explosives (Modify as required)

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer, does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

##### C. Danger Signals and Safety Devices (Modify as Required)

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

#### FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

#### ACCESS TO RECORDS-MAINTENANCE OF RECORDS

The State grantor agency, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of four (4) years from the official date of close-out of the grant.

#### CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS.

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

#### MINORITY AND FEMALE CONTRACTOR ASSOCIATIONS

Lists of minority and female owned businesses are available from various sources including the Louisiana Department of Transportation and Development, the U.S. Department of Housing and Urban Development, New Orleans Area Office and the Division of Minority/Women Business Enterprise in the Department of Economic Development. These lists are available solely for the benefit of the Contractor for the purpose of assisting him/her in meeting the equal opportunity

provisions contained in these supplemental General Conditions. The lists do not contain a complete listing of minority and female businesses. The information may in some cases be out of date.

RESTRICTIONS ON THE AWARD OF CERTAIN CONTRACTS AND SUBCONTRACTS TO FOREIGN COUNTRIES

Section 109 of Public Law 100-202 provides that none of the LCDBG funds appropriated may be obligated or expended to enter into any contract for the construction, alteration, or repair of any public building or public work in the United States or any territory or possession of the United States with any contractor or subcontractor of a foreign country, or any supplier of products of a foreign country during any period in which such foreign country is prohibited from participation by the United States Trade Representative. Currently, Japan is the only country that has been so classified.



SAMPLE

CERTIFICATION OF BIDDER REGARDING SECTION 3  
AND SEGREGATED FACILITIES

\_\_\_\_\_  
Name of Prime Contractor

\_\_\_\_\_  
Project Name and Number

The undersigned hereby certifies that

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained.

\_\_\_\_\_  
Name & Title of Signer (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SAMPLE

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING  
SECTION 3 AND SEGREGATED FACILITIES

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Project Name & Number

The undersigned hereby certifies that

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

\_\_\_\_\_  
Name and Title of Signer (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOTICE OF ACCEPTANCE OF WORK

TO ALL WHOM IT MAY CONCERN, and especially to all subcontractors, workers, laborers, mechanics, and furnishers of material.

Public Notice is hereby given, according to law, that \_\_\_\_\_  
\_\_\_\_\_ has accepted the work done by \_\_\_\_\_  
\_\_\_\_\_, the contractor, under this contract with him/her of  
date \_\_\_\_\_, and recorded in Book \_\_\_\_\_,  
Folio \_\_\_\_\_, of the mortgage records of the \_\_\_\_\_  
\_\_\_\_\_, such contract being entitled  
\_\_\_\_\_  
\_\_\_\_\_.

All subcontractors, workers, laborers, mechanics, and furnishers of materials must assert whatever claim they have against the said contractor, growing out of the execution of said contract, according to law, within sixty (60) days from registration thereof.

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



SAMPLE

RELEASE OF LIEN FORMS

GENERAL CONTRACTOR'S AFFIDAVIT, WARRANTY, AND LIEN WAIVER

STATE OF LOUISIANA

vs

ELWYN PARISH

LOAN NO.:

OWNER:

ADDRESS:

BLOCK & LOT:

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

THAT I, the undersigned, being duly sworn, do depose and say that I was contracted to construct, alter, or repair an improvement on the above described property.

THAT the improvements on the subject property have been fully and satisfactorily completed in substantial conformity with the contract.

THAT all the materials used in said improvement, all labor performed thereon, and all fees, industrial insurance, and permits, in connection with the said improvements which might give rise to liens on the within described property have been paid in full.

Listed below are all subcontractors and major materialmen included in this work. Attached are waivers of liens from all of them as substantiation of the above statement.

(Name of Subcontractor or Materialman and Address)

\_\_\_\_\_

THAT the affiant hereby waives any lien or right to lien which he may have against the described property and warrants to save harmless the said Property Owner and the Office of Community Development of the City of Monitor from any liens which are now in existence, or may hereafter arise by reason of said improvements, and cause the same to be released of record immediately.

THAT the foregoing waiver and these statements are an express warranty and representation to the Office of Community Development of the City of Monitor and the Property Owner of the facts herein sworn to and is made for valuable consideration, receipt whereof is acknowledged.

SUBSCRIBED AND SWORN to before me this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_

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

My Commission Expires \_\_\_\_\_



SUBCONTRACTOR'S OR MATERIALMAN'S  
AFFIDAVIT, WARRANTY, AND LIEN WAIVER

STATE OF LOUISIANA  
vs  
ELWYN PARISH

LOAN NO.: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
BLOCK/LOT: \_\_\_\_\_

THAT I, the undersigned, to depose and say that I was employed to furnish labor or engaged to furnish material for an improvement being situated on certain real estate in \_\_\_\_\_ Parish, State of Louisiana.

I hereby declare that I have been paid in full for my labor or the material supplied for said improvement and I waive any lien or right to lien against the described property. I warrant to save harmless the said Property Owner and the Office of Community Development of the City or Monitor from any lien(s) which are now in existence or may hereafter arise by reason of said improvements.

\_\_\_\_\_  
Name of Company

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

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

## REHABILITATION PROGRAM FILE CHECKLIST

1. Written Rehabilitation Program Guidelines
2. Council/Board Resolution adopting Rehabilitation Guidelines as formal City/Parish policy
3. Copies of all unfunded applications for Rehabilitation assistance. This file must also include the REASONS the application was not funded.
4. Individual Rehabilitation contract files for EACH Rehabilitation job. Each file is to include:
  - Family Survey
  - Final Verification Form for Social, Household, and Income
  - Home Write-up and Cost Estimate
  - Signed Lead Based Paint Notice
  - Executed Contract Documents
  - Verification of Temporary Living Facility Inspection
  - Contractor Clearance
  - Verification of Contractor's License/Registration
  - Notice to Proceed
  - Verification of Contractor's Workman's Compensation and General Liability Insurance
  - Site Inspection Reports
  - Requests for Partial Payment and Documentation
  - Final Inspection Report and Punch List
  - Notice of Acceptance of Work
  - Date Property Liened for 5 years
  - Affidavit, Warranty and Release of Lien for Contractor, Subcontractors and Suppliers
  - Record of Follow-up Inspection Visit
  - Copies of any Written Complaints
  - Resolution of Complaints, if any, and copies of any correspondence related to the complaint.



REHABILITATION GUIDELINE CHECKLIST

The following information should be used as an aid in developing your community's Housing Rehabilitation Plan.

- A. Have Rehabilitation Program Guidelines (policies and procedures) been developed and approved by the local governing body?
- B. Do the guidelines:
1. State general objectives of the Rehabilitation program that are consistent with regulations and community needs?
  2. Clearly state eligibility requirements for participation to include household income, ownership, occupancy, need for Rehabilitation, geographical boundaries, Rehabilitation feasibility, conflict of interest, lead-based paint, etc?
  3. Are the eligibility requirements appropriate and consistent with program objectives?
  4. Establish and appropriate grant and/or loan limitation considering the condition of the target housing stock and needs of the target population?
  5. Identify a Property Rehabilitation Standard (Section 8 H.Q.S., Southern Standard Housing Code, local housing code, etc.)?
  6. Require each Rehabilitated unit to comply at a minimum with the Section 8 H.Q.S. and Cost Effective Energy Conservation Standards at the completion of rehabilitation?
  7. Clearly identify eligible Rehabilitation costs?
  8. Define the roles and responsibilities of all program staff the property owner and contractor, through all phases of program implementation?
  9. Include the necessary procedures and forms for application processing and financial and construction management?
  10. Establish a coordinated relationship with the local code enforcement program, if there is a local code enforcement program?
  11. Identify actions to recruit and assist contractors, particularly small, minority, and female contractor?
  12. Include minimum qualifications for contractors and provide for the evaluation of contractor credentials?

13. Include appropriate measures to deny participation to contractors who fail to perform in a satisfactory manner?
14. Require the preparation of a detailed work write-up and cost estimate for each unit?
15. Include General Rehabilitation Specifications that adequately prescribe materials, methods, and workmanship quality?
16. Establish procedures to ensure compliance with the Lead Base Paint Regulations?
17. Specify all work to be warranted for a period of one (1) year?
18. Specify all work to be completed in a timely, professional and workmanlike manner?
19. Require owner occupation for 6 months prior to application submission.
20. Establish usufruct requirements.
21. Ensure that all property Rehabilitated be liened for a minimum period of five (5) years.
22. Establish a procurement policy and procedures (to include procurement method, form of contract, etc.) that comply with 24 CFR 85.36, which requires that procurement actions be conducted in a manner that promotes open and free competition.

SAMPLE NOTICE  
DEMOLITION OF VACANT, SUBSTANDARD UNITS

Re: Demolition of Vacant, Substandard Units

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

I wish to advise that Louisiana R.S. 33:4761 et seq. and Chapter 18, Sections 18.2 et seq. of the \_\_\_\_\_ Municipal Code provides that dangerous buildings may be condemned and removed by the City of \_\_\_\_\_ by following this procedure:

1. The Building Inspector of the City of \_\_\_\_\_ must submit a written report to the Mayor and Council, recommending the demolition or removal of the building. The report must be signed by the inspector.
2. The Mayor shall then serve notice on the owner of the building, requiring him to show cause, at a hearing of the Mayor and Council, why the building should not be condemned. The date and the hour of the hearing must be stated in the notice, and it must be served at least ten days prior to the date of the hearing. The notice may be served by the Chief of Police, or by any Sheriff or Deputy Sheriff.
3. The serving officer must make a return of the service as in ordinary cases.
4. If the owner is absent from the State, or unknown, the Mayor must appoint an Attorney at Law upon whom the notice will be served.
5. The notice shall be filed with the Recorder of Mortgages.
6. After the hearing, the Mayor and Board must pass a resolution ordering the condemnation of the building, and that it be demolished or removed within a certain timeframe, or, if possible, that repairs be made within a certain timeframe. In the case of repairs, the nature and extent must be specified.
7. The owner may appeal the order of the Council/Board within five (5) days after the written order is rendered.
8. If the owner does not voluntarily demolish the building, the City/Parish may proceed with the demolition and removal and will not be liable in damages.
9. Prior to the demolition the Mayor must serve notice on the owner or his agent and on the occupant, if any, or upon the Attorney at Law appointed to represent an absent owner, giving the time when work will begin upon the demolition or removal.

10. The fee of any Attorney at Law appointed to represent an absent owner may be taxed as a part of the cost of demolition.

Sincerely,

I. M. Agoat  
Mayor