

Preservation and Reinstatement Initiative for Community Enhancement

FR-6700-N-99

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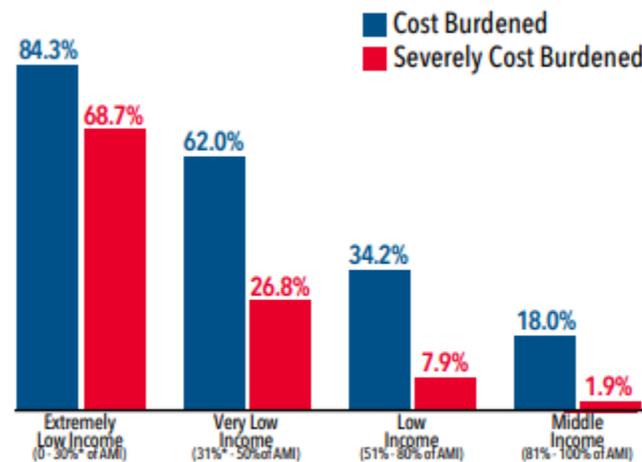
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Exhibit A: Executive Summary
Montana Department of Commerce, State of Montana

The Montana Department of Commerce (Commerce) effectively and efficiently delivers programs and resources through technical assistance, funding/investments, training/consulting, promotion, research, reporting, and outreach to provide affordable housing and land use planning, create sustainable business and economic growth to enhance community vitality to benefit the citizens of Montana. Commerce partners with communities, businesses, and organizations across the state to strengthen Montana’s economy. Commerce administers a diverse set of programs that together help Montana build and grow sustainable communities.

The lack of affordable housing has been an increasingly difficult problem for many Montana communities. With relatively few affordable homes available for households earning a low income, and with much of the existing affordable inventory aging and in need of rehabilitation, many households earning a low income are being priced out of housing markets. When households become highly cost burdened, they experience many difficulties regarding health and well-being outcomes. Households priced completely out of the market experience the relentless difficulties associated with homelessness.

HOUSING COST BURDEN BY INCOME GROUP



Note: Renter households spending more than 30% of their income on housing costs and utilities are cost burdened; those spending more than half of their income are severely cost burdened.
 Source: NLIHC tabulations of 2022 ACS PUMS

National Low Income Housing Coalition, 2024 Montana Housing Profile

Commerce has long recognized the importance of manufactured housing as a critical source of affordable housing in Montana. In 2006 Montana Human Resource Councils (HRDC) commissioned a report on manufactured home replacement and manufactured home park preservation. Following this report, Commerce took action on the proposed strategies, establishing a mobile home replacement program and partnering with NeighborWorks Montana (NWMT) to support the first resident acquisition of a manufactured home communities (MHC) in the state. Since then, 30 homes have been replaced and 21 communities have been preserved through resident ownership.

These strategies are still relevant today, and during the course of 18 years of dedicated work on these issues, Commerce and partners have identified additional strategies that are needed to ensure the availability and affordability of manufactured homes for low-income people (LMI) households. These include:

1. Improvement of community infrastructure to ensure continued stability and affordability of manufactured home communities (MHC),
2. Preservation of communities that are not a viable fit for resident ownership such as those with fewer than 10 homes or those with a high proportion of rental units, and
3. Development of new MHC's.

Commerce intends to build upon these successes and is proposing the following activities as part of our Preservation and Reinvestment Initiative for Community Enhancement (PRICE) application to advance the impact of MHCs for LMI households across Montana. Through our partnership with NWMT, we are prioritizing for this application 2 ROCs with a total of 134 households will receive stabilization, infrastructure, and infill support, 14 ROCs with a total of 471 households will receive much needed infrastructure improvements, 4 communities with a total of 133 homes will be preserved through new ROC, community land trust, or non-profit acquisition, and 1 new community with 25 homes will be developed. The total number of homes preserved or created will be 763. These projects span across the state. MHC provides a critical source of largely unsubsidized affordable homes in Montana. Investments in infrastructure, community preservation, and new development will provide long-term attainable, accessible homes affordable to LMI people.

Commerce's proposed budget requests \$50,422,745.00 for the HUD share and NWMT is leveraging \$8,452,796.00. Commerce's proposed activities will impact many communities across the state of Montana and the long-term effects of the proposed activities are:

- ❖ Increasing housing supply for LMI household's parks.
- ❖ Preserving and revitalizing resident owned MHCs.
- ❖ Increasing the resilience of existing and newly created MHCs.
- ❖ Promoting homeownership and advancing resident-controlled sustainable communities.

Exhibit B: Threshold Requirements and Other Submission Requirements
Montana Department of Commerce, State of Montana

1. Resolution of Civil Rights Matters: The Montana Department of Commerce (Commerce) acknowledges the requirement that all outstanding civil rights matters must be resolved prior to the application deadline. Commerce takes affirmative action to equalize opportunity for those classes of people who have traditionally denied equal opportunity by following all applicable state and federal laws pertaining to the fair and equal treatment of all people. Commerce has no current or past Civil Rights violations.

2. Timely Submission of Applications: Commerce acknowledges that we are aware of the timely submission requirements for the PRICE Notice of Funding Opportunity.

3. Eligible Applicant: Commerce attests that we meet the eligibility criteria under III.A as 00 state government under the Executive Branch of Montana’s state government per Montana Code Annotated 2-15-104. Commerce has entered into a partnership with NeighborWorks (NWMT) Montana, a non-profit organization, as reflected in the partnership agreement.

4. Number of Applications: Commerce acknowledges that only one application per applicant is allowed.

Other Submission Requirements

The Other Submission Requirements as outlined in Section IV.G. will be included in the narratives, the required forms will be submitted with the application, and be made publicly available with the application. This will include the following attachments:

1. Standard Form 424 (SF-424) Application for Federal Assistance
2. Assurances (HUD 424-D)
3. Applicant Disclosure Report Form 2880 (HUD 2880)
4. Disclosure of Lobbying Activities
5. Certification of Lobbying Activities

Code of Conduct

Commerce and our partner NWMT will comply with the requirements included in the “Conducting Business in Accordance with Ethical Standards” section of the Administrative, National and Department Policy Requirements and Terms for HUD Financial Assistance Awards, as well as any program-specific requirements. These requirements include ethical standards related to conflicts of interest for procurements in 2 CFR 200.318(c) and 2 CFR 200.317, as well as HUD-specific conflict of interest standards.

Affirmatively Furthering Fair Housing: See Attachment C, Affirmatively Furthering Fair Housing, and Exhibit D, Soundness of Approach
Fair Housing and Non-Discrimination

Commerce acknowledges and will act in accordance with HUD’s general non-discrimination and equal opportunity requirements at 24 CFR 5.105(a) and HUD’s nondiscrimination requirements at 24 CFR 1003.601.

Limited English Proficiency: The State will make reasonable accommodations for persons with disabilities or who have a limited English proficiency and who wish to participate in the process or need an alternative accessible format of notices, documents, or presentation materials.

Physical Accessibility: Meetings open to the public will be held in facilities that are physically accessible to persons with disabilities.

Environmental Reviews: HUD environmental reviews will be conducted for all activities funded un this NOFO.

Affordability: All manufactured housing funded with PRICE assistance will be maintained as affordable for a set period.

Exhibit C: Need

Montana Department of Commerce, State of Montana

What is your project area and the need for affordable accessible housing within it?

Overview

In recent years, home prices have skyrocketed in Montana, newly listed homes were sold within hours of listing, and rental vacancy rates fell, driving up rent prices across Montana. Supply has simply not kept up with demand leading to a record low housing inventory in early 2022.

However, many factors are driving housing shortages in Montana, including a lack of available construction labor, land use regulations, zoning restrictions, in-migration, and a lack of developable land.

Manufactured housing makes up over 10% of the total housing stock in Montana and represents the largest source of unsubsidized housing that is affordable to low-income Montanans.

Residents of manufactured housing parks in Montana are primarily low- and very-low income.

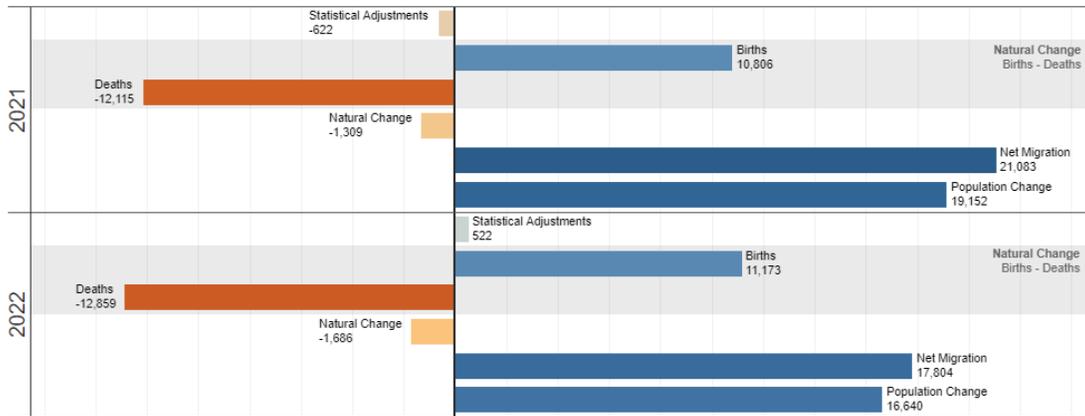
Based on data collected from residents of the existing resident owned communities (ROCs) in Montana, income is the primary factor that sets these households apart from the general population. On average ROCs have over 85% of households with incomes below 80% of the area median income (AMI), 65% are below 50% AMI, and 25% are below 30% AMI.

ROC data shows that on average one out of five are elderly and 10% of residents have a disability. There is also a high concentration of single parents in these communities where a home with multiple bedrooms, and a yard, at affordable rates, provides a stable and sustainably affordable home. These communities also have a high percentage of Native American residents with 10% on average. Preservation of this housing type is recognized as a community benefit, and as beneficial to existing low-income residents.

In the current market environment, there is increasing pressure on these properties and residents including significant rent increases and property redevelopment. These pressures lead to displacement of residents who are left with no comparable affordable housing options. When residents are displaced from these communities, common outcomes include doubling up with relatives and friends, additional pressure on rental programs already in high demand, and homelessness. One developer/owner of these communities equated the situation residents face to “a diner where all the customers are chained to the booths” – essentially powerless to change their situation. The ROC model is focused on providing a better balance of power for residents living in manufactured home parks by putting the decisions in their collective hands while providing a market rate purchase of the land from the existing owners.

Manufactured housing is still the largest source of affordable, and largely unsubsidized, housing in the US today. However, the manufactured housing landscape is changing as housing costs and redevelopment pressures escalate. Residents of this type of housing community are currently underserved, and at high risk of displacement.

Montana's population has grown by nearly 36,000 (+3.3%) people since 2020. During that period, Montana's natural change (births-deaths) has been negative (-2,995). However, net migration into the state has reached record highs bringing in nearly 40,000 new residents. This amounts to a net flow of roughly 53 new residents per day during that time. The trend in in-migration clearly has implications for new demand in the Montana housing market.

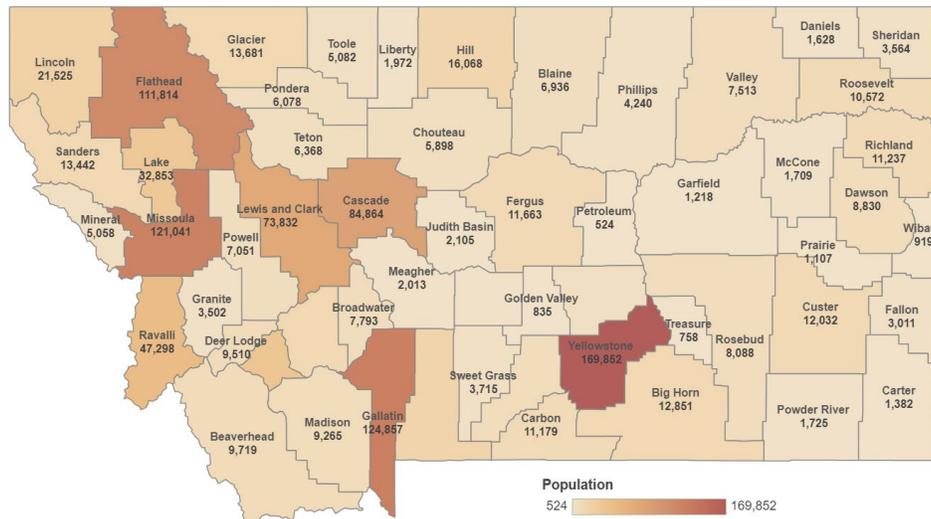


US Census Bureau v2022 Population Estimates

Based on a report from the Montana Department of Labor and Industry, the rising cost of homes in Montana helps generate equity for existing homeowners; however, it also creates a barrier for many homebuyers who may not have seen their income grow as rapidly as home values. While housing prices increased by 50% from 2020H1 to 2022H1, average hourly earnings for the private sector increased by only 7.2%, reducing the affordability of new mortgages and rent.

Subject Communities

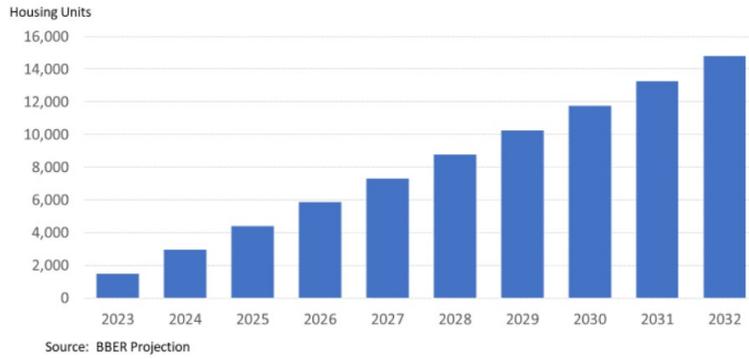
This proposal includes 25 separate projects in nine counties. The counties included are Flathead, Gallatin, Cascade, Hill, Lake, Lincoln, Missoula, Stillwater, and Park.



Montana Department of Commerce

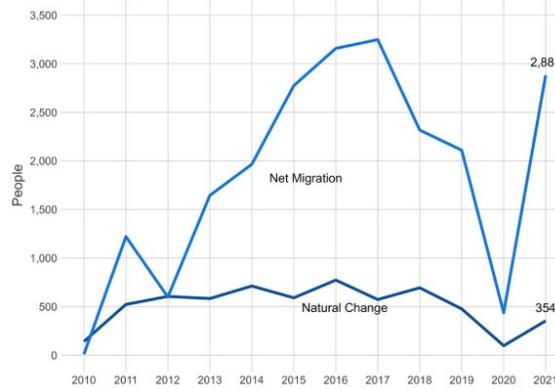
Flathead

Flathead County is in the northwestern portion of Montana just south of the Canadian border and west of Glacier National Park. Flathead County has experienced rapid growth for the last 20 years with a substantive increase associated with the Covid pandemic. A February 2023 housing study completed by the University of Montana, Bureau of Business and Economic Research indicates that Flathead County currently has a housing shortage of roughly 3,000 units. In addition, the study indicates that Flathead County would need to build almost 1,500 new housing units per year for the next decade to keep up with demand.

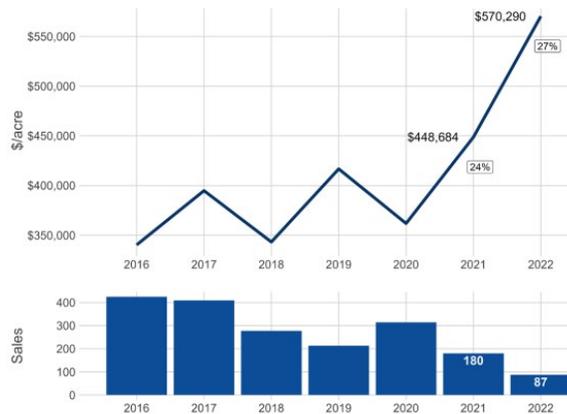


Gallatin

Gallatin County is in the southwestern side of the state and is considered a gateway to Yellowstone National Park. Gallatin County has also experienced rapid growth. Net migration, as reported by the U.S. Census Bureau, reflects a surge taking place in 2021, when nearly 2,900 people migrated to the Gallatin Valley.



With this influx of migration, Gallatin County realized an equally substantial increase in the cost of residential lots, exceeding 20 percent year over year for the last two years. This has created a housing market in Gallatin that is unaffordable, even to those earning in the 75th percentile.

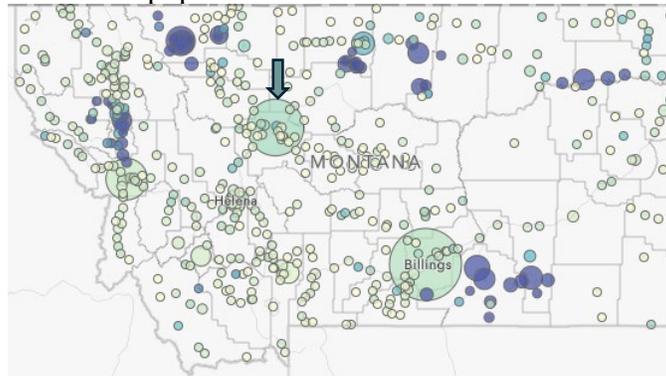




Source: U.S. Census American Community Survey, Big Sky Country MLS, Freddie Mac, BBER Analysis.

Cascade

Cascade County is located just east of the Rocky Mountain front range and is the home of Malmstrom Air Force Base. Additionally, the Little Shell Chippewa Tribe is headquartered in Cascade County. The City of Great Falls, which is the county seat, conducted a needs assessment and a gap analysis as part of the HOME-ARP funding process. This report estimated that there was a housing deficit of 1,235 units for households earning 0-30% AMI. The analysis that was completed also identified "...there are 4,145 renter households with 0-50% AMI living in Great Falls. Of those renters, 3,190, or nearly 77%, are experiencing 1 or more housing problems; 3,105, or 75%, are cost burdened; and 1,765, nearly 43%, are severely cost burdened." There is a disproportionate number of American Indian/Alaska Natives who are homeless in Great Falls, based upon the Point in Time survey, they make up 6% of Great Falls population but account for 31% of the homeless population.



Montana Department of Commerce

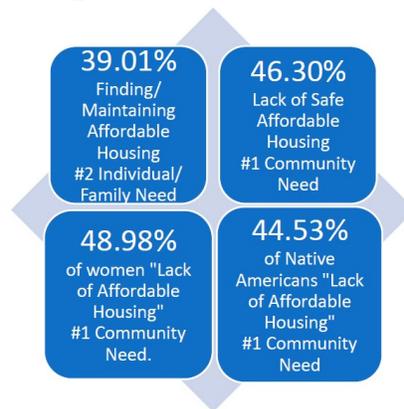
This map represents the location of American Indian/Alaska Natives across Montana. As shown, Great Falls has the second highest concentration of the American Indian/Alaska Natives population in the state that is not on a reservation.

Hill County

Hill County sits on the hi-line in north-central Montana and borders with Canada to the north. Havre is the county seat and based on the 2022 U.S. Census data, has a population of 16,068. Hill county is considered a frontier and remote area. According to the U.S. Department of Agriculture, Hill County is at a Frontier and Remote (FAR) Zip Code Area level 3 with parts reaching the level 4 criteria indicating areas with majority populations living 60 minutes or more from urban areas of 50,000 or more people; and 45 minutes or more from urban areas of 25,000-

49,999 people; and 30 minutes or more from urban areas of 10,000- 24,999 people; or areas with majority populations living 60 minutes or more from urban areas of 50,000 or more people; and 45 minutes or more from urban areas of 25,000-49,999 people; and 30 minutes or more from urban areas of 10,000- 24,999 people; and 15 minutes or more from urban areas of 2,500-9,999 people, respectively. According to their website, the land area of Hill County is 2,897 and the population distribution is six people per square mile. Being a frontier community presents its' own unique challenges.

Based on a needs assessment conducted by the Human Resources Development Council, District 4, when asked what their greatest challenge the community is facing, the number one response was the lack of safe affordable housing.



District 1, Human Resource Development Council
2022 Community Needs Assessment

Lake County

Lake County is on the north-west side of the state and the majority Lake County overlaps with the Flathead Indian Reservation. The Salish and Kootenai Housing Authority (SKHA) initiated a housing needs assessment to better understand the housing needs of the communities located on the Reservation. The assessment was prepared by Big Water Consulting Group in partnership with the Flathead Housing Coalition and SKHA. The assessment’s key takeaways showed that many households on the Flathead Indian Reservation are affected by an acute housing shortage, resulting in high rates of overcrowding, a high incidence of substandard housing, and difficulty in finding new housing for sale or rent for both existing and potential residents. Overcrowding and concerns about healthy housing disproportionately affect American Indian and Alaska Native (AIAN) households and households with children, while difficulty finding new housing affects all residents.

- Affordable homeownership units and low-rent housing are the most desired types of new housing. To comfortably house the current population, an estimated 2,400 housing units would be required. Residents expressed a strong preference for living close to their current location, necessitating growth in all communities across the Reservation. The study also found that elder housing and sober living housing are areas of need and pointed to barriers in utilization of Low-Income Home Energy Assistance and Weatherization Programs. Increasing support for these programs may help to address barriers and maintain the existing housing stock.

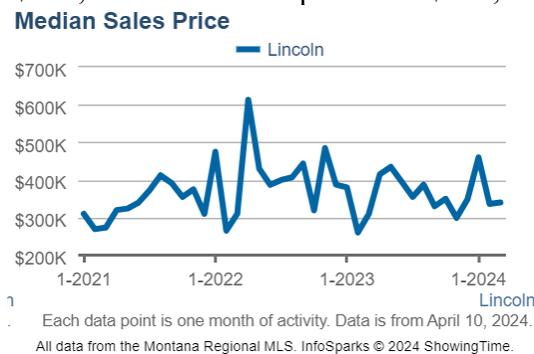
Lincoln County

Lincoln County is in northwestern Montana, Libby is the county seat. Libby accounts for 3,097 of Lincoln County's population at 21,525. Libby's history is deeply rooted in mining and timber, however, with those industries fading out, the people of Libby have had to diversify their workforce options.

In addition, Libby and the surrounding areas have had to combat asbestosis and asbestos related lung cancers due to its proximity to the Zonolite vermiculite mining site, which is the Libby Asbestos Superfund site. However, this did not dissuade people from moving to Libby when the state experienced such a high influx of in-migration, which is reflected in the graph below.



Libby also experienced a substantial upturn in the real estate market, spurred on by the pandemic. Based on data from the Montana Regional MLS, median sale prices for homes in Libby nearly doubled, from \$310,000 in 2021 and peaked at \$613,500 in 2022.



This left many people looking for other housing options in Libby or having to relocate due to the lack of affordable housing. At a recent housing convening Cassidy Kipp, Deputy Director of Community Action Partners of Northwest Montana summarized the dynamics: “The current housing market is just putting more strain on the (rental market). Because of that, people are being squeezed out of the market.”

Missoula County

Missoula County is in northwestern Montana, approximately 45 miles from the Idaho border. Missoula County encompasses 2,593 square miles and has both rural and urban areas. The City of Missoula conducted a Community Needs Assessment in 2022. The assessment found that most respondents identified the lack of affordable housing as their main concern and over half of the respondents stated they were either unsatisfied (26.6%) or very unsatisfied (26.1%) with their current housing options.

The City of Missoula conducted a Housing Landscape Assessment, 2023, that identified the home prices that were affordable to the Missoula area median incomes and compared that to the urban area home sales prices.

Home Price Compared to Area Median Income (AMI) Over Time



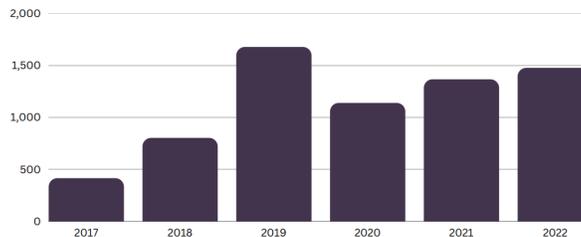
Source: Missoula Organization of Realtors, US Census Bureau, ACS 2022

As represented, Missoula’s housing landscape has become increasingly unaffordable over the past 10 years.

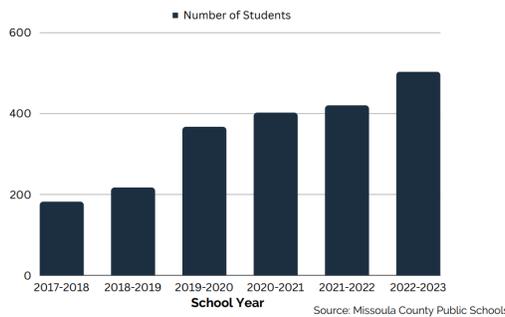
The assessment also looked at Missoula’s homeless population. The County has experienced an increase in the number of residents who are homeless over time.

Number of Unique Households Identified by MCES

Source: Missoula Coordinated Entry System



The most profound finding is that as per the Missoula County Public School (MCPS) System, there has been a substantial increase in unhoused students, more than doubling in the past five years. The report attributed this to the increase in housing costs. Missoula is no doubt in a housing crisis and there is a need for all levels of housing, but especially for those that are low-income households.



Park and Stillwater Counties

While Park and Stillwater are two separate counties with their own specific needs, it is important to discuss them together in the context that they both suffered from the 2022 flooding event that was declared a presidential major disaster by President Biden in June 2022. Montana did not meet the Housing and Urban Development minimum threshold to qualify for Community Development Block Grant, Disaster Recovery (CDBG-DR) funding, and therefore, has been left with substantial unmet needs.

It is estimated that in Stillwater, 51 houses were destroyed or required repairs. FEMA provided assistance for 15 homes, leaving 36 homes with unmet needs. For Park, the unmet needs were even greater. An estimated 100 homes were destroyed or required repairs, of those, only 37 were assisted by FEMA, leaving 63 homes with unmet needs.

Prior to the flooding, Park County had approximately 37.3% of mortgage units that were cost burdened, and Stillwater had approximately 26.2% that were cost burdened. The 2022 flooding event exacerbated the already existing housing crisis in both communities.

Summary

All over Montana there is a high demand for affordable housing. The resident owned communities included in this proposal support 818 households with safe, affordable and stable housing. PRICE projects will provide economic, health, and environmental relief for the communities and allow these primarily low and very low-income households to have safe quality infrastructure and maintain their affordable housing by:

- Increasing affordable housing supply for low-to-moderate income households.
- Preserving and revitalizing existing manufactured housing and manufactured home communities.
- Promoting homeownership opportunities and advancing resident owned sustainable communities.
- Supporting needed repairs and replacements of deteriorating manufactured housing.
- Filling gaps in current funding to support the completion of essential projects.

The Montana Department of Commerce, in partnership with NeighborWorks Montana are uniquely poised to administer this grant funding if awarded, both having extensive experience in administering federal dollars and with NWMT, creating Resident Owned Communities.

Is your project within or does it include any communities that meet Distress Criteria?

Based on the CDFI Distress Criteria, the projects in Libby, Pablo, and Missoula's Midtown neighborhood are all in communities that are defined as distressed. The Libby Creek project includes electrical upgrades, storm drainage, road improvements, lighting, fencing to secure their drain field, removal of an abandoned home, infrastructure for lots to ready them for infill, and a playground. Libby's history is deeply rooted in mining and timber, however, with those industries fading out, the people of Libby have had to diversify their workforce options. In addition, Libby and the surrounding areas have had to combat asbestosis and asbestos related lung cancers due to its proximity to the Zonolite vermiculite mining site, which is the Libby Asbestos Superfund site. With increasing home prices combined with these community factors, many people have been left without housing options in Libby.

The Northwood project is in Pablo, located within the Flathead Indian Reservation with high rates of poverty over 20%, and is an underserved rural area, and is a Low-Income Housing Tax Credit qualified census tract. The PRICE projects for Northwood are focused on community stabilization including infrastructure, community improvements, removal of abandoned homes, and infill development.

Missoula Midtown project is in a distressed census tract in the core of the City of Missoula. Households in this area with incomes below 50% AMI have high housing cost burdens with over 66% of renters and over 80% of homeowners at these income levels experiencing housing cost burden. This neighborhood is poised for redevelopment and the local Midtown association is committed to preserving existing affordable homes and maintaining affordability for current residents. This neighborhood also has a high concentration of small manufactured home communities. The PRICE project in this census tract would preserve up to 12 homes across multiple small parcels, preserving homes for low-income residents.

Does your proposal increase resilience in any disaster-prone areas?

The projects proposed in this application are not located in a Community Disaster Resilience Zone as defined by FEMA.

What are the barriers to manufactured housing preservation or revitalization in your project area?

In Montana there are approximately 42,000 occupied mobile homes. Of this number roughly 19,000 or 45 percent were constructed prior to 1980.(Montana Mobile Homes – American Community Survey (ACS) Data, U.S. Census Bureau 2022 ACS 1 – year, Table(s): DP04, B25127, Compiled by RIS 4/15/2024) Barriers to preservation or revitalization of these units may include land use regulations, insufficient infrastructure or facilities, access challenges for materials and shipping logistics in remote and rural areas, permitting procedures and fees, few financing options to purchase units and/or lots, local or political opposition to manufactured housing, low capacity for resident organizing or self-governance, and escalating land values that make purchasing by low and moderate income households difficult, and attractive for portfolio investors.

Historically these types of property acquisition and preservation projects have been supported entirely with private and non-profit loans. There are very few funding sources that can support property acquisition given the tight timelines and unique property type being served by the Resident Owned Community (ROC) Program. The HUD-funded Community Development Block Grant (CDBG), HOME, and USDA Rural Development are the only grant sources that have been available nationally and in Montana for this type of preservation work. However, funding has been extremely limited as ROC project proposals must compete with all types of proposed affordable housing projects in a very competitive process to secure scarce funding resources during this time of statewide housing crises.

In the last three years the landscape of manufactured housing in Montana has changed significantly. Property values have increased dramatically, alongside increased interest rates for financing. These two factors have moved resident ownership even further out of reach in Montana. Without significant, increased grant support from federal and state sources, local municipalities, and nonprofit organizations, acquisition for resident ownership will not be possible.

As an additional note, ROCs are often further challenged by extremely aged site infrastructure – water lines, wastewater mains, and roads, which are often 60 or more years old. It is not unusual for a Montana ROC to inherit a 1950's era, seasonal tourist court that was not built for nor

intended to provide support for year-round living, especially through Montana winters. While some funding has been available for infrastructure improvements (State Renewable Resource Grants and Loans, CDBG, the State Revolving Loan Fund, and the Montana Coal Endowment Program), these funds are very limited and extremely competitive.

Homeownership in Indigenous communities in Montana presents a unique set of circumstances which are not present in other communities across the state. Lenders' inexperience with doing business on reservation land, lack of available housing stock, regulatory variations across tribal courts, and the need to improve homebuyer readiness are some of the issues to be addressed to significantly increase the number of Native American families purchasing homes in Montana.

Exhibit D: Soundness of Approach
Montana Department of Commerce, State of Montana

What are your vision and goals?

Commerce has long recognized the importance of manufactured housing as a critical source of affordable housing in Montana. In 2006 Montana Human Resource Councils (HRDC) commissioned a report on manufactured home replacement and manufactured home park preservation. Two strategies were identified: 1. To finance the acquisition and renovation of existing manufactured home communities (MHC) or the development of replacement manufactured home subdivisions with terms and conditions that preserve affordability and provide appreciating home values for residents, and 2. To finance the decommissioning and replacement or rehabilitation of individual pre-HUD Code manufactured homes with terms and conditions that assure affordability. Commerce took action on both strategies, establishing a mobile home replacement program and partnering with NeighborWorks Montana (NWMT) to support the first resident acquisition of a MHC in the state.

These strategies are still relevant today, and during the course of 18 years of dedicated work on these issues, Commerce and partners have identified additional strategies that are needed to ensure the availability and affordability of manufactured homes for low-income people (LMI) households. These include: 1. Improvement of community infrastructure to ensure continued stability and affordability of MHC, 2. Preservation of communities that are not a viable fit for resident ownership such as those with fewer than 10 homes or those with a high proportion of rental units, and 3. Development of new MHC's.

Our goal is to provide resources that advance impact across four strategies: 1. Resident ownership, 2. Infrastructure improvement, 3. Alternative park preservation, and 4. New park development.

Through this multi-pronged approach, we will put PRICE funds to work across the state, building on existing strengths, and meeting current and urgent community needs. While replacement of pre-HUD code manufactured homes is another core area of need it is not the focus of this application. Critical barriers including local developer capacity, underlying local regulatory barriers, and non-profit partner capacity will be important factors for us to address in future home replacement program work. It is our strong hope that PRICE funds will be available again in the future, and home replacement can be the focus of a future PRICE application.

All proposed activities will meet the CDBG national objective of providing benefit to LMI persons. All PRICE activities will assist in preserving and revitalizing MHCs. This work will be conducted across multiple sites and is focused on advancing projects with existing affordable housing partners including NWMT, HRDC, Community Land Trusts, and other non-profit partners active in this sector. The projects have been selected based on impact to LMI people and distressed communities, alignment with national objectives, and with local community housing priorities, readiness for completion within the six-year grant period, and commitment to long-term affordability with a preference for permanent affordability through resident ownership and/or community land trusts.

For PRICE activities of the 25 projects across 21 communities, 16 communities are resident owned (ROCs), 1 is owned by non-profit partner HRDC Bozeman, and the other 4 are in the process of becoming either resident or non-profit owned. All activities are being conducted in

collaboration and partnership with current landowners. ROCs are owned and operated as non-profit member run organizations with resident boards elected by the members. NWMT provides ongoing technical assistance to all existing ROCs, working closely with their boards and membership on community projects.

Which eligible activities will you use to address the need(s) described in Factor (a)?

We are pursuing four strategies and related activities as part of our PRICE request. The four PRICE strategies and activities are as follows:

1. Resident Ownership

Resident ownership has been an effective manufactured housing preservation strategy in Montana since Green Acres in Kalispell became resident owned in 2010. There are now 21 ROCs with 818 households across the state. All ROCs have been formed with the assistance of NWMT, which is a Certified Technical Assistance Provider, as part of the national ROC USA Network. The resident ownership strategy includes continued resident acquisition of additional MHC, stabilization of existing ROCs through community rehab and revitalization, and ongoing support of existing ROCs to ensure continued housing stability and affordability and community resiliency. NWMT provides ongoing technical assistance to communities, including assistance with implementing community plans such as capital improvements and community management, assistance with governance of the ROCs including training and education for members and leadership, assistance with loan and grant compliance, and support with community projects. Community projects focus on those that improve community health, safety, and quality of life including large-scale infrastructure projects, playgrounds, community gardens, and disaster preparedness. These technical assistance activities will be supported in part with PRICE administrative funds as detailed in the PRICE budget.

There are times when existing ROCs face significant barriers to long-term stability and require more comprehensive housing stability support. There are two existing ROCs that have faced challenging setbacks as resident owners, due largely to underlying market and environmental factors. The Northwood Community is located on the Flathead Indian Reservation, an area of economic distress. The community has struggled with high turnover and vacancy, including dilapidated and abandoned homes. These factors have led to financial instability for the ROC. As they near ten years of resident ownership they continue to make investments in home replacement and lot infill development and will be restructuring their community financing as part of their work to support long-term stability. The Crossroads Cooperative is located in Great Falls Montana. This community faced enormous barriers to preservation with a four-year path to secure the infrastructure funding they needed to completely overhaul their failing sewer and water systems and secure resident ownership. Like Northwood they are nearing ten years of resident ownership and face high lot vacancies and increasing costs. PRICE funding will be used in these cases to provide community rehab and revitalization to provide needed stability and maintain affordability for the residents, including infrastructure and infill development.

Park acquisition through resident ownership is also a priority. There are two ROC acquisitions proposed in this application. Belgrade Trailer Court in Belgrade and Old Hellgate Village in Missoula. Gallatin County where Belgrade is located, and Missoula County are two of the fastest growing counties in the state. Home to the two largest universities in Montana and gateways to world class outdoor recreation, they are desirable places to live that have seen unprecedented

housing price growth over the past five years. This desirability has created enormous pressure for new development, and consequently pressure for redevelopment of MHC. These parks are at high risk of redevelopment and resident displacement.

Resident ownership is a proven and effective approach for MHC preservation, leading to long-term affordability and stability through local resident control. NWMT has a strong track record of success and over 15 years of supporting ROCs in Montana making ROCs a powerful preservation strategy in the state. With these proposed ROC acquisitions two manufactured home parks with 69 homes will be preserved.

2. Infrastructure improvement

Failing community infrastructure is a wide-spread concern for MHC. NWMT has worked closely with state and federal programs to support significant infrastructure improvements in Montana ROCs. PRICE funding will be layered with other sources to complete infrastructure improvements in 16 of the existing ROCs and the 2 communities proposed to become ROCs in this application. The focus of this work is on ROCs because the communities are already preserved for long-term affordability and the priority is to ensure they have well-functioning, safe, quality infrastructure that continues to support the needs of these LMI households. Here is a summary of each community and the infrastructure work to be undertaken, grouped by location within the state. Documentation of partnerships and committed match are included in the appendix.

Flathead County: There are four ROCs in the Flathead Valley that have infrastructure needs with active infrastructure projects. Country Court in Kalispell needs upgrades to their water system and electrical meters, resurfacing and paving of roads, and addition of security lighting and a bus shelter for community safety. Both Green Acres and Morning Star in Kalispell have been pursuing funding sources to support replacement of their wastewater systems, and as part of these projects will need to resurface their roads and parking pads. In addition, Morning Star needs to upgrade their water system and their electrical meters. Hideaway Community in Columbia Falls has been working for two years to prepare for a replacement of their water and wastewater systems. They have established their own sewer and water district and raised a portion of the funding needed for this project. They also need electrical upgrades, road resurfacing and paving, road lighting, storm drainage, removal of an abandoned home, lot improvements to ready them for new home placement, and improvements to their community area.

Missoula County: There are three ROCs and one potential ROC in the Missoula area that have infrastructure needs with active infrastructure projects. Buena Vista in Missoula is one of the most well-established ROCs in the state, resident owned since 2013 they have already made major infrastructure improvements, including connecting to municipal sewer. They have some additional infrastructure needs to finish including upgrades to their water system and electrical meters, and a boundary line adjustment to delineate a distinction between a commercial building and the residential portion of their property. These improvements were identified as part of their recent ten-year refinance as priorities to support ongoing community stability and affordability. Bonnie's Place in Missoula became resident owned in 2023 and set aside funds to improve water, electrical, storm drainage, roads, and community areas. They have a gap in the funding

needed to complete the projects. Two Rivers in Lolo became resident owned earlier this year. PRICE funding will allow them to move forward with needed community water, wastewater, electrical, storm drainage, and road improvements that otherwise would be maintained in poor condition. The fourth infrastructure project in Missoula will be for Old Hellgate Village. This community is pursuing resident ownership and will need infrastructure support to ensure an affordable acquisition for the residents. This includes water, wastewater, electrical, storm drainage, roads, and lighting.

Cascade County: There are two ROCs in Great Falls that have infrastructure needs with active infrastructure projects. Pleasant Park became resident owned in 2020 and knew they would need to undertake significant infrastructure improvements in the first ten years of ownership. Their priorities include water and wastewater system upgrades, electrical upgrades, road improvements, and improvements to their community areas. Crossroads Community has been resident owned since 2015. They have seen some of the most extensive infrastructure work of any ROC in the state, with a complete replacement of their water and wastewater systems that were failing prior to resident purchase. As the community nears ten years of ownership they need additional improvement to secure the next decade of stability and affordability. These include upgrades to electrical meters, road resurfacing and paving, improvements to community areas, removal of abandoned homes, and infrastructure of lots to ready them for infill.

Park County: There are two ROCs in Park County that have infrastructure needs with active infrastructure projects. Sleeping Giant in Emigrant needs upgrades to water, wastewater, electrical, roads, and lighting. Improvements to existing lots to enable infill is also needed. View Vista in Livingston has secured significant funding for their water and wastewater system replacement but has a funding gap for these projects which includes road resurfacing, paving, lighting, and storm drainage. They also need upgrades to electrical meters and their community areas.

Other Areas: There are four ROCs in other areas that have infrastructure needs with active infrastructure projects. Centennial Trail in Columbus, part of the Billings Metro area, needs upgrades to water, wastewater, and electrical systems as well as storm drainage, fencing, and road improvements. The other three remaining projects are in ROCs located in rural areas of Montana. Clear Creek Court in Havre and Libby Creek in Libby have both already secured significant funding for their water and wastewater system replacement but have a funding gap for these and additional infrastructure projects. At Clear Creek Court this includes electrical upgrades, storm drainage, road improvements, and infrastructure for lots to ready them for infill. At Libby Creek this includes electrical upgrades, storm drainage, road improvements, lighting, fencing to secure their drain field, a removal of an abandoned home, infrastructure for lots to ready them for infill, and a playground. Lastly, Northwood Community in Pablo, which is also seeking stabilization support needs electrical upgrades, removal of abandoned homes, infrastructure for lots to ready them for infill, new homes on two vacant lots, and road and community area improvements.

Infrastructure improvements are critical to the health and safety, stability and preservation of affordability, and broader environmental impacts of MHC. Commerce is focused on infrastructure support for ROCs, prioritizing these communities as places where LMI households have already been engaged in preservation of their communities and have committed to

affordability for LMI people long-term. Failing infrastructure was identified in the previously mentioned 2006 report as the second most likely cause of manufactured home community closure and resident displacement, second only to redevelopment pressures. Failing infrastructure continues to pose a risk to communities, even when they become ROCs. Residents do not have the resources personally to bear the burden of major infrastructure costs. To maintain stability and affordability, infrastructure support is essential.

3. Alternative park preservation

The ROC strategy is critical for manufactured home community preservation in the state, but there are properties and situations in which a ROC is not a viable option at the time an owner is ready to sell. While the state and non-profit partners prioritize resident ownership as the preferred outcome, there is a need for alternative park preservation strategies. There are two manufactured home community acquisitions proposed by non-profit organizations that PRICE funds would support in addition to ROCs.

One limitation of the ROC model is that it is best suited to larger properties. ROC USA Capital finances projects with 25 or more homes, and NWMT has preserved communities as small as 11 homes with financing from local lenders and their own CDFI loan fund. Projects smaller than 10 homes are typically not viable for ROCs. In small MHCs there are fewer households to carry the burden of fixed costs and ongoing operating costs. Small MHCs also struggle with cooperative ownership, having so few people to carry on the work of governing and managing the community is not always possible. Another property type that is difficult for resident ownership is MHCs with a high concentration of rental units. In ROCs at least 75% of the homes must be owner-occupied, with a maximum of 25% as rental units. Many MHCs do have high concentrations of rental and investor-owned homes, making them difficult to convert to resident ownership.

The North Missoula Community Development Corporation (NMCDC) has been a long-time partner of the state and of NWMT. They are the longest established community land trust in the state and have over 55 homes in their land trust portfolio. Over the past three years NMCDC has partnered with NWMT to establish housing cooperatives with residents of multi-family apartment buildings. Recently NMCDC was approached by the Missoula Midtown Association who is concerned about the lack of homeownership in their district, and the risk of displacement for the many residents living in small MHCs within their neighborhood. NMCDC has identified two small MHCs with a willing seller and will be working to preserve these homes through a combination of community land trust, housing cooperative, and non-profit ownership. We hope that this can serve as a pilot and model for how to approach small MHC preservation for other communities in the state.

The HRDC in Bozeman has also been a long-time partner of the state and of NWMT. The HRDC recently purchased a MHC in Belgrade and is now working with NWMT to support a resident purchase of that property. The previous owner did not have interest in selling to the residents, so HRDC acted as the intermediary buyer to preserve the community. The HRDC is pursuing other similar opportunities with one active acquisition as part of this application. The West College Park in Bozeman houses many LMI residents including students at Montana State University. In conversations with the current owners HRDC estimates that over half of the

homes are rental or investor-owned units. HRDC is pursuing a purchase of this community to preserve the homes and housing affordability.

Support from PRICE for these acquisitions is particularly important, as both are in high-cost high-growth areas of the state where resident displacement is a significant risk. Sellers are demanding a premium on their properties in expectation of developers creating new housing targeting high income households and generating higher returns. In this environment preservation of MHCs is not possible without deeply affordable financing and funding.

4. New park development

Most of the MHCs in Montana were built in the 60s or before. There has been very little new MHC development since then. This is due to several factors including other homeownership and rental opportunities available to residents, the price of land, and underlying land use requirements driving other uses or making manufactured home development cost prohibitive. In the past five years there have been a few developers working to establish new MHCs and non-profit partners piloting developments with the use of manufactured homes, all in response to the demand for more affordable homeownership opportunities. New park development is still very challenging due to the high cost of land, a complex regulatory environment, and what many see as an unproven homebuyer market. Encouraging new approaches to manufactured home development is important, and support of these approaches can help chart viable paths to development. A group of non-profit partners in Great Falls is pursuing development of a new MHC and requires grants and flexible financing to make the project viable. This project is planned as a 25-unit small home development to reduce the impact of homelessness. Homes will provide stable housing paired with case management, healthcare, public services, and job services for unhoused and unsheltered individuals. The PRICE funds are for the MHC development while other fundraising efforts are underway for the resident services. This is a great opportunity for existing partners to flex their development and resident experience to pilot a new MHC development approach. While the targeted populations being served are unique to this project, the lessons from the development process will be relevant for other MHC development in Great Falls and the state.

In all activities the state will be supporting long-term stability and affordability by working with ROCs, community land trusts, and non-profit partners who are committed to preserving and creating manufactured housing that serves LMI households long-term. While most of these projects are not targeting voucher holders or users of other HUD programs, these properties will be affordable to voucher holders. There are many voucher holders in MHC's and ROCs in the state, and vacancies are broadly advertised with a preference for LMI people. Furthermore, all projects receiving PRICE funding will be encouraged to create preference for voucher holders and users of other HUD programs, and none will be allowed to discriminate based on source of income.

What is your timeline and key tasks along that timeline?

The projects identified in this application were selected in part due to project readiness. Commerce anticipates projects implementation for ROC stabilization and acquisition, infrastructure, and new park acquisition will be largely concentrated in the first three years of the grant period. New park development will span a longer period, up to five years. Ongoing support

to communities, technical assistance, training, and compliance will continue for the six-year grant period and beyond.

The purchases of the Belgrade Trailer Park and Old Hellgate Village are in process and will be completed within the first 6 months. NWMT has a seasoned ROC team already working with these park owners and communities. Additional PRICE compliance requirements such as seller and resident disclosures are well understood and easily integrated into the purchase process. West College Park and the Missoula Mid-Town Small Park acquisition are also in process but may require a longer period to complete due to less standard approaches and have different acquisition and financing partners. These are projected to be completed within 24 months. The new park development will be a longer project with a development and implementation timeline of up to 5 years.

Infrastructure projects are complex and time intensive. NWMT works closely with each ROC to secure initial engineering reports, complete all necessary environmental review, secure financing and funding, coordinate with local and state officials and navigate all necessary approvals, complete the appropriate procurement process, hire contractors, and see through project construction and completion. Many of the projects proposed in this application are well along the path of this process. Libby Creek and Clear Creek expect to be ready to begin construction within three months of grant award, and the remaining 14 existing ROCs expect to be ready to begin infrastructure project construction within nine months of grant award. The remaining two projects with infrastructure projects are new park acquisitions with infrastructure starting after acquisition. With up to eighteen months for acquisition and up to three years for infrastructure projects these are not expected to reach completion until year four of the grant period.

Each project has varying levels of complexity and durations of implementation timelines. The first projects to be completed are expected to be Morning Star, Green Acres, View Vista, and Libby Creek within 18 months of grant award. The other 14 existing ROCs expect to have projects completed within two and a half years of grant award. Some of the project timelines are already set by other funding sources, while others will be driven primarily by PRICE funding timelines. All projects will have regular monitoring, labor compliance oversight, and construction progress meetings to ensure projects are completed on time, within budget, and in full compliance with all PRICE and other funding requirements.

Additional stabilization activities at Northwood and Crossroads will take place over the first eighteen months of the grant period, with Northwood stabilization completed by the end of 2025 and Crossroads stabilization completed by the spring of 2026.

Ongoing community support, training, and assistance is active currently and will increase with the support of PRICE dollars, lasting through the grant period. This includes ongoing support from NWMT's ROC Program Specialists for the wide range of community needs, challenges, and projects.

What is your budget?

The combined total of PRICE and match funds for this application is \$58,859,619.30. This includes \$46.7 million in direct project costs from PRICE funds, \$8.45 million in committed

match for these projects, \$2.2 million in administrative and technical assistance services to support these projects, and \$1.4 million in administrative support for the State of Montana to administer these funds. The 18 infrastructure projects include \$33.3 million in PRICE funds and \$8.45 million in committed matching funds, making up the total infrastructure development costs of \$41.76 million. All funds are committed and ready to implement. Budgets are based on bids and actual engineer estimates of costs in the current market. Projects are defined in more detail elsewhere in this application, but include significant improvements to sewer, water, electrical systems, roadways and drainage, community areas, removal of abandoned homes, and infill development.

There are four acquisition projects proposed, two communities to become resident owned and two to become non-profit owned. The PRICE portion of these projects is \$10.82 million. Other projects costs are not represented in the budget as the match funds have not yet been finalized, however the State of Montana and NWMT have long-standing financing partners and initial commitments for financing, including from the State's Board of Housing and from NWMT's CDFI loan fund. The total project costs for these four acquisitions is projected to be \$15.375 million.

There are two stabilization projects to support ROC communities struggling with financial and community stability. For these projects the PRICE request is \$1.775 million. As with the acquisition projects, match funds are not fully committed but have strong sources in development. The total project need is anticipated to be \$2.94 million and will be supported by existing financing partners including ROC USA and NWMT who have long-standing interest in the stability and future success of these communities.

Finally, there is one new park development project proposed. The PRICE portion of this project is budgeted at \$800k with additional project sources of \$1.54 million. The funding for this project is in development and includes a combination of local non-profit partners, local municipalities including HOME and CDBG funds, and private funders.

These 25 projects would be transformational for the communities and require significant support to be accomplished. NWMT has built the ROC program across Montana over the past 15 years and has existing relationships and technical assistance contracts with the ROCs. Support for NWMT's technical assistance to communities is a critical component for the success of these projects. The administrative and technical assistance budget includes \$1.686 million in staff and fringe for NWMT ROC staff over the six-year grant period. This includes the portion of the existing FTEs that would be dedicated to PRICE activities, and a portion of three additional staff all of which are already contemplated in NWMT's organizational growth plan, but which would become all the more necessary with the increase in capacity needed to support the PRICE projects. These roles include one more staff providing post-purchase assistance to ROCs, and an administrative support person and a compliance specialist to support the ROC and PRICE work. In addition, support is requested for laptops and cell phones for PRICE staff activities (\$27,720), in-state mileage and per diem for PRICE project work (\$93,067), staff training and development to best support PRICE projects and communities (\$42,000), and indirect costs to support NWMT grant administration (\$177,913). Lastly there are two areas of outside consulting support that will be valuable to the success of the proposed PRICE projects. These include contracted support for

resident training (\$60,000) and contract support to help communities with disaster preparedness (\$125,000).

Commerce will retain \$1.4 million to support grant administration.

PRICE funds will provide a critical new resource that will make the proposed projects possible and leverage other sources to complete the critical manufactured home projects that are ready to move forward across Montana. PRICE funding will allow manufactured home communities to be preserved and created that will remain affordable and meet the needs of low-income residents.

What are the projected impacts of your activities if implemented?

Through the projects and activities we are prioritizing for this application 2 ROCs with a total of 134 households will receive stabilization, infrastructure, and infill support, 14 ROCs with a total of 471 households will receive much needed infrastructure improvements, 4 communities with a total of 133 homes will be preserved through new ROC, community land trust, or non-profit acquisition, and 1 new community with 25 homes will be developed. The total number of homes preserved or created will be 763. These projects span across the state. MHC provides a critical source of largely unsubsidized affordable homes in Montana. Investments in infrastructure, community preservation, and new development will provide long-term attainable, accessible homes affordable to LMI people.

As homeownership becomes ever further out of reach, ROCs provide stability, affordability, and a wealth building opportunity for resident homeowners. In national studies of ROCs, they have found lot rents to be below market within five years of resident purchase, and home sales in ROCs to be at up to a 12% premium compared to homes in investor owned MHCs. Residents in ROCs not only do not have to carry the stress of never knowing when they may be displaced, but they have lower housing costs, and more appreciation in the value of their homes. In a third-party study conducted of ROCs in Montana in 2021 researchers found additional benefits to resident ownership, including improved infrastructure, policies to support a safer community, a better quality of life, greater financial security for residents, more social connections, and stronger civic engagement. Some of these benefits are also present in MHCs with community land trusts or non-profit ownership. The impact of this funding on the MHCs and to their broader communities cannot be overstated.

How will you ensure the availability of affordable manufactured housing options to LMI households?

The focus of our strategies is on preservation of long-term affordability first and wealth building second. ROCs comprise a large portion of our proposed activities, and the stabilization, infrastructure, and other activities are all targeted at creating community stability and affordability long-term. ROCs commit to permanent affordability within their community governance structures and often through their financing and funding agreements. PRICE funds will require current ROCs continue to operate as ROCs at least for the duration of the affordability compliance period, and that they meet the affordability standards as part of their community management. Community land trust and non-profit owned properties will commit to affordability standards as part of their program agreements. Affordability will be maintained in accordance with HUD standards defined in the HOME Investment Partnership Program

requirements. In an analysis of the current lot rents in the projects in this application all are within the required affordability standards. Our Action Plan after award will further detail the process and procedures we will use to ensure ongoing compliance with these standards. Commerce has extensive experience managing HUD affordability and program requirements. NWMT and the community land trust and non-profit partners Commerce is working with are also well versed in HUD compliance as all have used CDBG and other HUD programs in the past. Commerce and its partners are well prepared to meet these standards.

As described above, wealth building is an additional benefit of resident ownership where homeowners see up to a 12% premium on the value of their homes compared to similar homes in investor-owned MHC. This is part of the reason resident ownership is prioritized as a strategy for our state and in this application.

What protections will be in place for residents?

MHC in Montana are governed by the Montana Residential Manufactured Home Lot Rental Act, and properties with PRICE funding will follow Fannie Mae and Freddie Mac requirements at a minimum. By Montana law, residents have protections affirming their right to organize and meet as a resident association. The law requires residents be given a 30-day written notice of any rent or lot rent increase and a six month notice for change of property use, meeting or exceeding Fannie and Freddie requirements. Local rental and mobile home lot ordinances are not allowed to be more restrictive than the state, so municipalities follow the state law.

There are no rental protections in Montana for lot lease or fees, however all projects that receive PRICE funds will be subject to affordability requirements, effectively limiting lot leases and fees. The state does not require a grace period on late rent payments and does not require anything longer than a one-month lease. ROCs typically provide at least a 5-day grace period on rents and some are 10-days or longer. A set of recent Montana State Supreme Court cases sided in favor of manufactured home park residents to clarify that evictions are only allowed for cause such as non-payment of rent or community rules violations and clarifies that the end of a lease term is not justifiable cause. ROC residents who become members of the ROC hold a perpetual lease, and those who are non-members receive a minimum of a one-year renewable lease. Residents in other PRICE funded properties will be given a minimum of a 5-day grace period on rent, will have the right to cure defaults on rent, and will receive a minimum of one-year renewable leases.

Montana law is generally in alignment with Fannie and Freddie requirements. Montana law does define that a mobile homeowner who owns the mobile home but rents the lot has the exclusive right to sell the mobile home without interference from the landlord. This includes resident ability to post signage that conforms with community rules. The law goes on to say that the new purchaser shall make suitable arrangements with the landlord to become a tenant in the mobile home lot and the purchase of the home does not automatically entitle the purchaser to rent the lot. While homeowners have the right to sell the home in place generally, they do not have the ability to sublease or assign their lease, and landlords can deny buyers on arbitrary grounds. For properties receiving PRICE funding, buyers meeting the minimum MHC rules, regulations and credit quality will not be denied a lease, and residents who are evicted will have 45 days after eviction to sell the home in place.

In ROCs residents are well informed of their rights through community bylaws, rules, and lease agreements. While the primary purpose of ROCs is to support owner occupied residences, residents are allowed to sublease their homes in ROCs in approved situations such as for extended health, family, or work issues that requires a homeowner to live away from home.

While Montana does not have an opportunity to purchase the state has made efforts to encourage the sale of MHCs to residents and other entities to preserve this housing. There is a state capital gains tax reduction for any MHC owner who sells to a resident organization, non-profit, or housing authority and the state is required to send annual notice of this benefit and viable sales options to all MHC owners annually. This is another example of how the state has recognized the value of preservation of MHCs as affordable homes.

How does your proposal encourage access to resources and financing, especially for underserved communities and persons?

Residents of MHC are often households living in poverty, people with disabilities, and other underserved groups. PRICE will bring new and needed funding to these communities, and leverage other resources for acquisition, stabilization, and infrastructure. As noted elsewhere, the focus on resident and non-profit ownership provides stability and strong affordability protections, allowing residents to achieve more financial security and additional personal and community benefits described elsewhere in this application. The new park development project in Great Falls will directly integrate housing and supportive services to serve some of the state's most vulnerable residents including youth aging out of the foster care system, citizens returning to the community after incarceration, and residents who were experiencing homelessness.

How will you provide opportunities to low-income individuals?

Commerce has created a [toolkit](#) for the provision of Section 3 in Montana. All of Commerce's contracts for covered projects specify that grantees will comply with all applicable local, state, and federal laws as well as all applicable regulations, ordinances, and resolutions. Compliance includes meeting Section 3 requirements, which are extended from Commerce to the grantee (via the contract) and then to subcontractors (via subcontract supplemental conditions or required clauses) if the grantee sublets or subcontracts any portion of the assisted project.

Commerce reports its Section 3 compliance to HUD according to HUD's prescribed processes, reporting periods, and deadlines. Section 3 reporting occurs on the project level at the close of covered projects. Commerce monitors Section 3 data as it is submitted with each draw to ensure compliance and provide technical assistance as needed. Except for legacy and transitional projects, Section 3 data are entered into HUD's data repository, the Integrated Disbursement and Information System, also referred to as "IDIS" at project closeout. Data are also included in the Consolidated Annual Performance and Evaluation Report (CAPER) that Commerce submits to HUD annually. Grantees must maintain documentation supporting Section 3 data claims. Although Commerce does not require that documentation supporting data claims be submitted with each draw or at project closeout, Commerce may request documentation if questions arise or for monitoring purposes.

The Section 3 benchmarks are minimum targets established by HUD that must be reached for purposes of compliance. Commerce and its grantees are required to make best efforts, to the greatest extent feasible, to achieve benchmarks as follows:

- 25 percent or more of the total number of labor hours worked by all workers on a Section 3 covered project are Section 3 workers;
- 5 percent or more of the total number of labor hours worked by all workers on a Section 3 covered project are targeted Section 3 workers.

As mentioned previously, grantees provide a summary of their employment, training, and contracting activities for specific projects with each request for reimbursement. If Section 3 benchmarks are not met for a project by closeout, the grantees are required to report on the qualitative nature of their Section 3 compliance activities and those of its contractors and subcontractors. Because it is difficult to gauge whether a Section 3 covered project will ultimately meet required benchmarks, all grantees are asked to complete outreach activities proactively throughout their project.

What significant hazards could impact your project site(s)?

Most of Montana is fortunate to rank very low and moderately low on the National Risk Index. Two counties, Flathead and Ravalli, are ranked Relatively Moderate. There are four proposed projects in Flathead County as part of this application. Risks that are high on the index for this county include cold wave, earthquake, landslide, lightning, riverine flooding, wildfire, and winter weather. Two of the three ROCs in Kalispell are in census tract identified as relatively high risk with high social vulnerability and low community resilience. Pablo, where Northwood is located, is also ranked relatively high and is very high for social vulnerability.

The proposed projects address or mitigate many of these risks including through infrastructure improvements that secure safe drinking water and secure wastewater treatment systems, and property improvements such as road improvements and storm drainage that mitigate flood risks. Residents in these communities also receive training and support for disaster preparedness. Continued training and support on this topic are part of the technical assistance included in the administrative costs for this application.

In addition to these direct tangible property improvements and community readiness, the social connectivity created through resident ownership contributes substantially to community resiliency. Planning and mitigation for disasters increasingly recognizes how community connections foster better outcomes in the face of disaster. ROCs create high social connectivity with resident leaders and members taking a strong interest in their communities and the welfare of their neighbors. We have seen the results of this connectivity through the small disasters communities have already experienced such as the loss of an individual home due to fire, high wind events that have caused damage to homes and other property, and power outages. In all cases residents have shared stories of checking on their neighbors, communicating informally as residents and more formally as a board of directors, and ensuring that residents were informed, safe, and supported. PRICE funding will help to further formalize these efforts through continued resident engagement and training.

How will your activities address the current and future threat of natural hazards, extreme weather, and disaster events?

Engineers and contractors will be consulted to integrate weather resistant and climate appropriate materials where possible in development, stabilization, and infrastructure projects. New community acquisition considers hazards such as fire and flood risk, focusing on preservation of communities that do not have these vulnerabilities. As many LMI households are particularly vulnerable to impacts from weather related hazards, and often have difficulty recovering from disasters, preparedness efforts recognize these vulnerabilities and are designed to be appropriate to these populations and the needs of each community. In addition, PRICE funding helps provide resiliency through the financing structure. If faced with hazards or setbacks, communities will have flexible and affordable financing underlying their community ownership which helps to mitigate the risk of community insolvency even in the face of disaster.

How does your proposal help advance Environmental Justice (as defined in Section I.A.4 of this NOFO)?

The FEMA Climate and Economic Justice screening tool illuminates additional risks to some Montana communities. Of the proposed projects a number are in census tracts with identified risks including five disadvantaged due to climate change, three due to health, one due to workforce development, two due to energy, four due to water and wastewater, one due to legacy pollution, and three due to housing. Specific issues flagged include risk of flood, risk of fire, expected population loss, high air particulate, homes lacking indoor plumbing, underground storage tanks and releases, and proximity to a national priority hazardous waste site. To be considered disadvantaged a census tract must be in the 90th percentile or above for the issue and be in the 65th percentile or higher for low-income. This data is on the census tract level. Individual project sites do meet the HUD environmental standards and will comply with all PRICE environmental requirements.

Many of the infrastructure projects expand environmental benefits and overcome prior disinvestment in environmental infrastructure. The water and wastewater system projects are particularly impactful for both resident and community health. Many projects will also be improving drainage systems and community green spaces, quality infrastructure and community assets that these communities have largely not been afforded. Both Hideaway and Libby Creek are in census tracts with high fine particulate air pollution and both have identified road improvements as priorities for this application. Dirt roads and the associated dust particulate is a known health and environmental hazard in MHC which will be remedied through road paving in many of the PRICE infrastructure projects. This is another good example of the type of disinvestment these communities have faced that cannot be remedied without resident and non-profit ownership and new financial resources like PRICE.

How will you seek and encourage diverse stakeholder participation?

Commerce and our partners have long-standing relationships with communities and partners across the state. This includes local municipalities including City and County elected officials and staff, financing partners including banks, credit unions, and CDFIs other real estate sector partners such as realtors and appraisers, housing developers and contractors, non-profit organizations across diverse sectors including housing, health, social services, food security, the

environment, disability rights, and fair housing. These stakeholders are engaged regularly in community and program planning, and in direct project work.

Residents of manufactured home parks are one of the most active stakeholder groups in this work. Of the 25 proposed projects 20 are with existing ROCs or to support the acquisition of new ROCs. In ROCs residents are at the lead for community decision making and are engaged at every stage of the projects in their communities. The five other projects are with non-profit partners, all of which actively engage residents in planning and project development. Within communities a variety of efforts are made to engage residents who are least likely to participate. Meetings are scheduled at times/places convenient for residents. Many ROCs have some type of community meeting space that they maintain within their communities, making it easy to host events and bring residents together. Communication and outreach is done through multiple modes including email, text, phone, community flyers, and door knocking. Often ROC residents are the ones reaching out to their neighbors, establishing relationships, and encouraging participation.

How does your proposal align with existing community plans and policies?

This proposal aligns with the state consolidated plan, fair housing plan, and other plans or policies in the communities of the projects areas. The consolidated planning process is the framework Montana uses to identify eligible housing and community development priorities consistent with the demonstrated and projected needs of local governments. The State of Montana encourages community and economic development that catalyzes local revitalization to build an economy that provides good jobs and creates enduring prosperity and resiliency. These goals are used to assess Montana's affordable housing and community development needs and market conditions, make data-driven, place-based investment decisions, and measure the impact of HUD funds.

Historically, in tandem with the development of the Consolidated Plan, the State has participated in efforts to develop an Analysis of Impediments (AI) to Fair Housing Choice in Montana. The AI has allowed the State, as well as entitlement communities—the Cities of Billings, Great Falls, and Missoula—to examine barriers to fair housing that exist within the state, including discriminatory actions, omissions, or decisions related to housing; or actions, omission, or decisions that have a discriminatory effect of restricting housing choices for protected classes.

The federally established goals of the HUD programs administered by Commerce are to provide decent housing, a suitable living environment, and expanded economic opportunities for the state's LMI residents. Montana strives to accomplish these goals by maximizing and effectively utilizing all available funding resources to conduct housing and community development activities that serve the economically disadvantaged residents. By addressing need and creating opportunity at the individual and neighborhood levels, Montana aims to improve the quality of life for all residents of the state.

Montana is fortunate to have widespread support for manufactured housing from local counties and municipalities. Many of the infrastructure and development projects have pursued state funding opportunities that required sponsorship from a local municipality. In all cases these municipalities were able to point to local community priorities, and the importance of

manufactured housing as a source of affordable homes in their communities, as part of their support.

Preservation of existing MHC is generally supported by state and local land use plans, zoning, and codes. Often communities are classified as allowable non-conforming uses, meaning that although local zoning has changed, existing uses are valued and can be maintained. Development of new communities present more challenges, but local municipalities have more latitude to support different types of development when the project involves non-profit partners who are creating a community benefit of affordable homes that meet the needs of the most vulnerable community residents. This is the type of support being offered for the new development proposed in Great Falls.

Exhibit E: Capacity

Montana Department of Commerce, State of Montana

CAPACITY

The Montana Department of Commerce (Commerce), State of Montana, will be responsible for leading the implementation of the proposed activities. Commerce effectively and efficiently delivers programs and resources through technical assistance, funding/investments, training/consulting, promotion, research, reporting, and outreach to provide affordable housing, create sustainable business and economic growth to enhance community vitality to benefit the citizens of Montana. The Director of Commerce, Paul Green, reports directly to Montana's Governor, providing leadership capacity and legal authority to effectively implement this proposal.

Montana Housing within Commerce has extensive experience managing federal and state funding sources and coordinating with contractors, funders, subrecipients, community stakeholders, and other government agencies relating to housing and community planning as outlined below. Our professional staff work to create a variety of housing opportunities for Montanans by partnering with local organizations across the state and leveraging federal housing funds available to Montana. Commerce is committed to working closely with our partners to complete projects that successfully meet local needs and comply with program requirements.

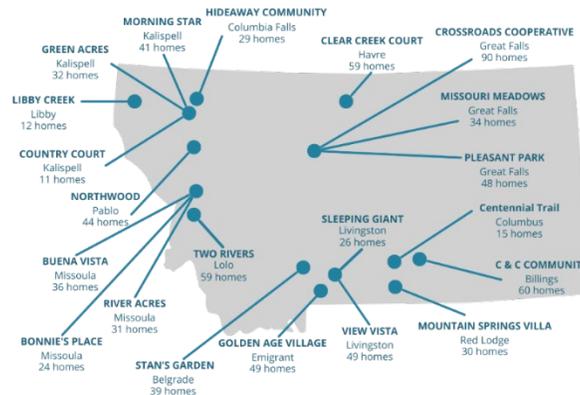
NeighborWorks Montana (NWMT) has over a twenty-five-year history of successfully administering federal grants, including CDBG and HOME. NWMT has been a HUD Housing Counseling Intermediary since 2014, supporting a network of 15 housing counseling sub-grantees providing housing counseling and education to over 3,000 clients annually statewide.

NWMT also has a long history of successfully implementing infrastructure and development projects. One of the first mobile home parks NWMT worked on required a combination of CDBG and HOME funds to build new infrastructure, including sewer, water, and roads. In more recent history, NWMT supported \$4,000,000 infrastructure project at the Crossroads Community ROC in Great Falls where the 90 households went without potable water for over four years prior to resident purchase and now have a new public water system. NWMT's role in these and other similar projects has ranged from applicant, to intermediary, to project manager, to developer depending on the needs of the community. NWMT is well equipped to manage this type of project with strong project oversight, grant management and contract administration. NWMT has been a ROC USA® Certified Technical Assistance Provider since April 2010. NWMT strives to preserve and develop manufactured housing.

Through their ROC program, NWMT helps homeowners purchase and successfully manage their manufactured housing community. They have helped 21 resident owned communities form in Montana with 818 homes, attracting over \$25 million in acquisition financing and \$14 million in infrastructure investment. NWMT is a Community Development Financial Institution (CDFI) that bring financing capacity and expertise to these and other manufactured housing projects NWMT also work on other aspects of manufactured housing such as home finance, home rehab for health and aging in place, and quality new manufactured housing construction.

Montana Resident Owned Communities

There are currently 21 resident owned cooperatives (ROCs) in the state of Montana. These 21 communities represent 818 homes.



What experience do you have managing projects?

Commerce has extensive experience in managing federal and state funding sources and coordinating with contractors, funders, subrecipients, community stakeholders, and other government agencies relating to housing and community planning as listed below.

Montana Housing Programs

- Community Development Block Grant (CDBG) Housing (1986-current)
- Community Development Block Grant (CDBG) CARES (2021-current)
- HOME Program (1992-current)
- HOME Investment Partnerships American Rescue Plan Program (HOME-ARP) (2020-current)
- Emergency Shelter Facility Grant (ESFG) Program(2023-current) - ESFG Program is a one-time funding opportunity to award grant funding to nonprofit corporations that provide emergency shelter for the homeless.
- Housing Trust Fund (2016-current) - The Housing Trust Fund Program (HTF) is an affordable housing production program that will complement existing federal, State, and local efforts to increase the supply of decent, safe, and sanitary affordable housing for extremely low income (ELI) households, including special needs households, homeless households, and those at risk of homelessness.

Montana Board of Housing Programs

Since 1975, the Montana Board of Housing (MBOH) has been attached to Commerce. The MBOH's purpose is to support the development of safe, accessible, and affordable homes for individuals and families in Montana. The board does this by partnering with organizations that provide affordable homes in Montana, issuing tax-exempt bonds, allocating federal Low-Income Housing Tax Credits, and administering federal housing programs. Examples include:

- Multifamily Development
- Housing Credits
- Coal Trust Multifamily Homes Program
- Multifamily Loan Program
- Conduit Bond Program - Conduit Bonds are issued, for the purpose of financing a mortgage loan made to a sponsor of a multifamily housing project located in the State of

Montana for the construction, acquisition, or rehabilitation of a Project which incorporates the use of low-income housing tax credits.

- Housing Montana Fund (HMF)(1999-current) HMF is a revolving loan fund that is to be used for activities such as matching funds, bridge financing, acquisition of existing housing stock, preconstruction technical assistance, acquisition of land for housing developments, land banking, and land trusts; and short-term, site-based housing vouchers for needy individuals.

In addition, Montana Housing hosts the Housing Coordination Team, a group of public, private, and nonprofit organizations across the state working collaboratively to meet the need for affordable homes for all Montanans.

Community MT Division

Community MT, which is a division within Commerce, has managed the Community Development Block Grant (CDBG) Program since 1986.

What is your experience with grant funds?

Commerce manages annual allocations of federal funds totaling \$12 - \$14 million a year via the HOME, CDBG and HTF programs as well as one-time funds through NSP, CDBG-CV (\$10.2 million) and HOME-ARP (\$11.3 million).

One specific example with a complex \$4.8 million capital stack is the rehabilitation of Crowley Building in rural Lewistown, Montana. Commerce invested \$1.13 million in HOME funds, which was paired with Brownfields funds, low-income housing tax credits, historic tax credits, private grants and deferred developer's fees. The non-profit developer, Homeword, Inc. purchased the upper floors of the historic building on Main Street from a health care provider that rehabilitated the lower floors for its community health center. The building had contamination from its proximity to property with past uses as a farm equipment mechanic shop, as well as hazardous materials and potential radon exposure. In addition, the rehabilitation had to be coordinated with the health center to ensure no choice limiting actions were taken prior to HUD issuing the environmental release of HOME funds. Because Commerce's annual allocations from HUD are small, all projects in which Commerce plays a role have multiple funders, with differing regulations to manage and coordinate. The property has been successfully renovated to meet Department of Interior requirements, contaminants have been fully mitigated to meet EPA and HUD standards, and the building now provides safe, healthy homes to households with incomes from 30% to 60% of the area-median income.

Commerce granted \$850,000 in CDBG-CV funds to the City of Missoula to help finance the \$2.4 million purchase of a 24-home manufactured housing community. The remaining purchase price was financed by ROC USA Capital, NeighborWorks Montana (NWMT), and City housing trust funds. NWMT provided technical assistance to organize the residents so that they were able to acquire their community, ensuring housing stability for the residents during the COVID pandemic. The market conditions in Montana created a compressed timeline to execute the purchase, at a time when Missoula was experiencing yet another wave of increasing land and housing costs. In addition, Commerce has granted \$3.7 million in CDBG funds to towns and counties around the state that are partnering with NWMT to address infrastructure issues in 6 different resident-owned communities where 216 households thrive. As part of this work, Commerce has lead NWMT and the resident organizations through the process of Uniform

Relocation Act compliance, 24 CFR Part 58 environmental review compliance, as well as 2 CFR Part 200 property standard, procurement and cost principal requirements.

Who are your key staff?

Commerce

Vacant, Project Manager. The Montana Department of Commerce will hire a dedicated compliance specialist if awarded this funding who will be responsible for project management and compliance throughout the period of performance.

Melissa Higgins, Housing Program Executive, will be responsible for the interim leadership, management, and implementation of the PRICE award and provide project oversight upon hiring the Project Manager.

Erika Cooney, Compliance Specialist, will be responsible for compliance and reporting requirements.

NeighborWorks Montana (NWMT)

Kaia Peterson, Executive Director, provides oversight of NWMT, including the Resident Owned Community (ROC) program and manufactured housing projects.

Danielle Maiden, Cooperative Housing Director, manages the ROC program. This team includes a ROC Acquisition Specialist who manages the process for new potential ROCs and three ROC Program Specialists who support ROCs after resident purchase, including infrastructure and community projects.

Damona Williams, Director Finance, manages all financial affairs of NWMT.

Lawrence Phillips, Real Estate Development Director, oversees real estate lending including financing for ROCs and other manufactured home projects. Mr. Phillips will support the financing and grant needs for the ROCs as well as for the new acquisition and development projects outside of the ROC program.

Chelsey Lyle, Communications Manager, is responsible for NWMT marketing and outreach efforts.

In the event of staff turnover, NWMT has a strong team that can continue project development, and the organization has a track record of attracting and retaining talented staff. Ms. Peterson has been with the organization for 11 years, and served as Executive Director for four, starting her time at NWMT directing ROC program work. Ms. Maiden has been with the organization and in the ROC program for 7 years. This longevity of experience supports continuity in the program, and cross training and development of the rest of the ROC team is prioritized and on-going to ensure there are no gaps in services, projects, or compliance.

The ROC communities and other project partners are well established with strong capacity and commitment to affordable housing. In the event any one project or partner does not move forward there is capacity across these partners and through other land trust and affordable housing partners in the state to achieve the goals defined in this application.

Commerce will work closely with NWMT to ensure successful project implementation. This will include a comprehensive contract detailing the expectations and requirements, meetings at a regular cadence to support continuous communication, and monitoring data. NWMT has long-standing experience in working with ROCs and managing federal compliance for multiple sources and projects and is dedicated to the successful implementation of the proposed projects.

What is your experience promoting racial equity?

During the development of the Analysis of Impediments and the Consolidated Plan, Commerce conducted a Fair Housing Survey and a Housing and Community Development Survey. The survey responses are provided on our website at [AnalysisImpediments.pdf \(mt.gov\)](#).

Demographic, economic, and housing information collected is from the Census Bureau, the Bureau of Economic Analysis, the Bureau of Labor Statistics, and other sources. Data is used to analyze a broad range of socio-economic characteristics, including population growth, race, ethnicity, disability, employment, poverty, and housing trends.

The largest non-white group in Montana is American Indian/Alaskan Native. This ethnic group is largely located on seven Indian reservations, but the population is disbursed throughout all areas of the state and has a significant presence in select urban centers (e.g., Billings). While needs vary across income categories and geographic locations for this group, data show that American Indians/Alaska Natives in the 30% AMI and below bracket experience disproportionately greater need in comparison to other racial groups.

Table 21 - Greater Need: Housing Cost Burdens

Housing Cost Burden	Less than or equal to 30%		Between 30% and 50%		Greater than 50%		Household has no/negative income (not computed)	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Jurisdiction as a whole	319,065	100%	62,695	100%	50,055	100%	4,235	100%
American Indian or Alaska Native	12,460	4%	2,500	4%	2,105	4%	630	15%
Asian	2,090	1%	345	1%	300	1%	30	1%
Black or African American	830	0%	295	0%	155	0%	25	1%
Pacific Islander	105	0%	45	0%	0	0%	20	0%
White	288,460	90%	55,750	89%	44,010	88%	3,125	74%
Other (including multiple races)	7,060	2%	1,470	2%	1,855	4%	195	5%
Hispanic	8,060	3%	2,290	4%	1,630	3%	210	5%

Data Source: 2016-2020 CHAS; Table 9

Commerce's Director Green is a member of the State Tribal Economic Development Commission, established in the Native American Economic Development Act of 1999 (ACT). The Commission is composed of eleven Governor-appointed members. This commission assists, promotes, develops, and provides initiative recommendations for accelerating economic development on these Reservations in the areas of business expansion, manufacturing, tourism, agriculture, and community development. Per Section 3 of the ACT, the commission's core duties and responsibilities are to identify, obtain, and/or coordinate economic development funding opportunities for Montana's tribes, oversee a comprehensive assessment of the economic development needs and priorities of each Indian reservation in Montana and establish and maintain a set of economic development-oriented partnerships and alliances with government and private sector organizations.

Since 2005, Commerce has administered the Indian Country Economic Development (ICED) program. The family of programs funded under the ICED program allow the Office of Indian Country Economic Development of Commerce to continue to articulate measurable successes of the program to tribal communities, the administration, and to the elected leadership such as Tribal Business Development Grant, Tribal Tourism Grant, Indian Equity Fund (IEF) Small Business Grant, and the Native American Business Advisors (NABA). The businesses worked hard with our team and the Native American Business Advisors to build and expand upon their business, helping hundreds of Native American businesses achieve success.

NWMT is the fiscal sponsor and co-lead of the Montana Native Homeownership Coalition working to address the unique set of circumstances that create barriers to homeownership on tribal land which are not present in other communities across the state. Montana is home to thousands of tribal citizens from several tribal nations living both on and off the reservation areas, and in no place is the disparity in racial equity and opportunity more glaring than in Native housing and homeownership.

As our nation and our state seeks to build racial equity and as individuals and organizations, we will practice inclusion and we will explore new solutions to the housing crisis we see in Montana's Native population. A steering committee made up of diverse stakeholders including representatives of tribes, tribal housing authorities, Native community development financial institutions, lending institutions, and other stakeholders is guiding data gathering and planning efforts with the support of Fannie Mae and Seven Sisters Community Development Group, LLC. There are substantial assets and capacity in the housing development experience of tribes and tribal housing authorities, existing homebuyer education and counseling efforts, and Native CDFIs and other lending partners already working on reservations in Montana. The Montana Native Homeownership Coalition will build on this work to support more homeownership opportunities for Native people.

What is your experience completing environmental reviews?

Commerce conducts environmental reviews in accordance with 24 CFR part 58 to ensure compliance for its HOME and CDBG programs. For activities where HOME or CDBG funds are provided to units of general local government (UGLG) that act as Responsible Entities, Commerce takes on the role of HUD to ensure the accuracy of the environmental review record, the resulting findings, the contents of the applicable notices and requests for release of funds (RROF), as applicable, and then provides the authority to use the grant funds to the UGLG.

Similarly, for HOME activities where Commerce acts as the Responsible Entity, Commerce ensures the environmental reviews include all pertinent documentation demonstrating compliance with the applicable statutes, sufficient mitigation plans, if needed, are detailed and achievable, the resulting findings are correct, information is uploaded to HEROS, applicable notices and RROFs are published and submitted, and comments and objections are addressed. Commerce works closely with its recipients to ensure no choice limiting actions are taken prior to HUD or Commerce approving the recipient's request for release of funds, in compliance with 24 CFR 58.22.

Are you familiar with cross-cutting federal requirements?

As part of implementing Montana's HOME, HTF and CDBG programs, Commerce complies with 2 CFR part 200, Davis-Bacon labor standards, fair housing and nondiscrimination requirements and the Uniform Relocation Act. Each of the program's application guidelines and administration manuals reference each of the cross-cutting federal regulations and the recipients' responsibilities to ensure compliance with them. Contracts between Commerce and recipients of HOME, HTF and CDBG funds contain language enforcing the applicable requirements. Each recipient of a HOME, HTF or CDBG award sign certifications attesting that they will comply with the program requirements and applicable cross-cutting federal requirements.

**ATTACHMENT A
REFERENCE
FORM**

Respondent's Name: Montana Homeownership Network DBA NeighborWorks Montana

The Respondent must list a minimum of three (3) separate and verifiable clients, other than **CLIENT**, for which work similar to that specified in this Scope of Work has been for a period of at least five (5) continuous year(s). Any information not submitted in this attachment shall not be considered. **The performed clients listed shall be for services similar in nature to that described in this Scope of Work.** The same client may not be listed as more than one (1) reference **CLIENT** shall choose two (2), clients at its discretion to contact. Confidential clients shall not be included. **DO NOT LIST CLIENT WORK ON THIS FORM.** (Please provide at least two (2) Contact Names for each client.)

Company Name:	ROC USA
Address:	6 Loudon Road, Suite 501, Concord, NH 03301
Contact Name:	Nic Solerno
Alternate Contact Name:	Rob Wilson
Phone:	(603) 513-2791
Email:	Contact_us@rocusa.org
Description of Work:	ROC USA Technical Assistance Provider for all resident owned communities in Montana (21 currently). Includes real estate development assistance, organizational development assistance and training to the residents of manufactured home communities.
Service Dates: Dates must demonstrate at least five (5)	05/01/2008-ongoing
Approximate Contract Value:	

Company Name:	ROC USA Capital, LLC
Address:	1200 G St. NW, Suite 220, Washington, DC 20005
Contact Name:	Michael Sloss
Alternate Contact Name:	Kevin Porter
Phone:	(603) 724-8370
Email:	msloss@rocusa.org
Description of Work:	CTAP Loan Servicer. Provide Technical Assistance and Asset Management Services including training, technical assistance, quarterly financial reviews, loan covenant compliance reviews, annual borrower reviews for all ROC USA Capital financed properties in Montana.
Service Dates: Dates must demonstrate at least five (5)	07/23/2010 – ongoing.
Approximate Contract Value:	\$59,597.04 annually

Company Name:	Morning Star Community, Inc.
Address:	1717 S Woodland #29, Kalispell, MT 59901
Contact Name:	Cheryl Mills
Alternate Contact Name:	Marcy King
Phone:	406-755-1102
Email:	kiasgranma@yahoo.com
Description of Work:	Community Technical Assistance Provider (CTAP) providing technical assistance to the community board and residents including training, technical assistance, quarterly financial reviews, loan covenant compliance reviews, annual borrower reviews to lender.
Service Dates: Dates must demonstrate at least five (5)	10/27/2016 – ongoing.
Approximate Contract Value:	\$5,985.72 annually.

Exhibit F: Match or Leverage
Montana Department of Commerce, State of Montana

LEVERAGE

NeighborWorks Montana (NWMT) is a Community Development Financial Institution (CDFI) that strengthens communities through education and financing that gives every Montanan the opportunity to live in a home where they can thrive. NWMT was founded in 1998 as a statewide network to support homeownership for low-income Montanans. In 2009 NWMT began to preserve manufactured home communities through resident ownership. Whether creating home rehab programs to improve health outcomes, getting COVID-19 assistance to the renters most in need, or growing the impact of their core programs, NWMT strives to collaborate and build capacity with their many partners to best serve Montana communities. NWMT has a twenty-year history of successfully administering federal grants, including CDBG and HOME.

As a CDFI with a sizable and growing loan fund, NWMT is fortunate to sustain as much as 75% of our operations through earned revenue. Most of the earned revenue comes from fees and interest on the loans we make but we also earn revenue on fees from resident-owned community conversions and loan servicing, and from grant administration income as an intermediary managing grants across our network of housing organizations. The remainder of our organizational support comes from grants and donations, including support from NeighborWorks America. As a NeighborWorks organization we receive annual support from NeighborWorks America, both for loan capital and for ongoing operating support. The operating support is typically flexible unrestricted funding. In addition to annual budgeting for fee revenue, and fundraising for the balance of our budget, NWMT maintains healthy financial reserves.

NWMT is leveraging the following funds specific to the PRICE Notice of Funding Opportunity:

Project	County / MSA	Rural	# Units	TDC	MCEP	RRGL	CDBG	ARPA	WiiN	Other Source	ROC Investment	Total Leveraged
Green Acres	Flathead	Yes	32	\$ 1,553,719	\$ -	\$ -	\$ 750,000	\$ -	\$ -	\$ -	\$ 24,500	\$ 774,500
Hideaway	Flathead	Yes	30	\$ 3,210,313	\$ 750,000	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ 35,200	\$ 910,200
Morning Star	Flathead	Yes	41	\$ 3,009,717	\$ 750,000	\$ 125,000	\$ 750,000	\$ -	\$ 500,000	\$ -	\$ 25,000	\$ 2,150,000
Clear Creek	Hill	Yes	39	\$ 3,891,400	\$ -	\$ 125,000	\$ 366,117	\$ -	\$ -	\$ -	\$ 80,000	\$ 571,117
Northwood	Lake	Yes	44	\$ 1,276,712	\$ -	\$ -	\$ 230,000		\$ -	\$ 84,479	\$ -	\$ 314,479
Libby Creek	Lincoln	Yes	18	\$ 3,423,683	\$ 460,000	\$ 140,000	\$ 580,000	\$ 1,363,000	\$ -	\$ 400,000	\$ 15,000	\$ 2,958,000
View Vista	Park	Yes	51	\$ 6,295,603	\$ -	\$ 15,000	\$ 750,000	\$ -	\$ -	\$ -	\$ 9,500	\$ 774,500
			255	22,661,146	1,960,000	530,000	3,426,117	1,363,000	500,000	484,479	189,200	8,452,796

Montana Coal Endowment Program (MCEP)

The MCEP is a state-funded program that is designed to help address the "affordability" of local infrastructure projects by providing grants to lower the cost of constructing public facilities. The program was authorized by Montana's voters with the passage of Legislative Referendum 110 on June 2, 1992. The law has been codified as Sections 90-6-701 through 90-6-710, MCA.

Renewable Resources Grant and Loan Program (RRGL)

The RRGL was created by the 1993 Legislature. This program combines the former Renewable Resource Development Program, established in 1975, and the Water Development Program, established in 1981. As outlined under Title 85, Chapter 1, part 6, MCA, the purpose of the RRGL is to fund projects that "enhance Montana's renewable resources through projects that measurably conserve, develop, manage, or preserve resources." The program is administered by the Department of Natural Resources and Conservation (DNRC)

Community Development Block Grant (CDBG)

The CDBG program is administered by the State of Montana Department of Commerce and makes available to eligible local governments funding for housing, economic development, public facilities, public infrastructure, and planning activities, with the principal purpose of benefitting low/moderate income persons.

American Rescue Plan Act (ARPA)

The American Rescue Plan Act of 2021 (PUB. L. NO 117-2 SEC 602 (c)(1)(d)) provided State and Local Fiscal Recovery Funds to make necessary investments in water and sewer infrastructure. The 67th Montana Legislature passed HOUSE BILL 632 which directed the federal funds available under the American Rescue Plan Act for use in Montana. Visit arpa.mt.gov for information on the distribution of the State of Montana's ARPA funds.

Water Infrastructure Improvements for the Nation (WIIN)

The WIIN Act establishes the Small, Underserved, and Disadvantaged Communities (SUDC) grant to award funding to states, territories, and tribes to assist public water systems in meeting Safe Drinking Water Act (SDWA) requirements.

ROC Investment

ROC USA® was launched in May 2008 by national and regional nonprofits that joined together to serve one mission: To make quality resident ownership viable nationwide and to expand economic opportunities for homeowners in manufactured (mobile) home communities. NWMT works closely with ROC USA, our national partner, on projects related to resident-owned communities. ROC USA often serves as the first mortgage lender. In addition to their role as a lender, part of the function of ROC USA is to share expertise across network organizations like NWMT and across resident-owned communities across the country.

Proposal or Project Funding Risks

In the event we are awarded less than the full PRICE funding requested, we will evaluate the project pipeline and first consider any cost reduction measures or other funding sources that can fill gaps and complete the full scope of the projects identified. Other potential sources will not be as flexible as PRICE and may include debt financing that would require additional increases to residents' lot rents. The project costs and urgency will be balanced with resident affordability needs in all cases. If these measures do not fill the gaps and we are not able to do all 25 projects, we will evaluate the projects and prioritize them based on community benefit, impact on low-income people, maintaining housing affordability, avoiding resident displacement, and project readiness.

The timelines proposed are realistic given that all projects are in process, with many already planned and ready for procurement and construction. However, as with an infrastructure or real estate project, there are many variables that can cause delays including access to labor, supply chain challenges, and managing the development process. In addition, the use of federal funding adds complexity to the timing of managing regulatory and compliance requirements, and the nature of these projects requires coordination across multiple partners, and taking the time needed to appropriately engage residents in a transparent decision-making process. All of that said, the State of Montana and its partners have extensive experience managing these types of projects, coordinating across partners, and working with resident owners. The timelines proposed have most projects completed within the first three years of the PRICE grant period, leaving ample time for projects to be completed within the six-year grant period should any projects experience delays.

Both Commerce and our primary project partner NWMT have strong staffing with high rates of staff retention and well-managed teams, as well as strong underlying budgets and fiscal health. Both entities have managed similar manufactured home projects for over 15 years and are well equipped to take on the scope of work in this PRICE application.

Exhibit F: Long-Term Effect
Montana Department of Commerce, State of Montana

LONG-TERM EFFECT

How will your proposed activities retain other affordable housing opportunities for LMI households in the community? How will you ensure LMI households are not eventually priced out of the community? How will you help current renters and homesite renters become homeowners or otherwise acquire an interest in the lot?

Our proposal includes the acquisition of two additional MHCs, adding 69 more manufactured homes to the Montana ROC community. NeighborWorks Montana (NWMT) will assist the resident groups come together and purchase their neighborhoods. As a Certified Technical Assistance Provider with ROC USA, NWMT has extensive experience in guiding this process. They will complete a study of the economics of the resident purchase. If it is viable, they will then speak to the residents about how to move forward, form a cooperative and hire their own impartial experts to assess the community's infrastructure and the purchase itself. By becoming resident owned communities, they can then ensure the long-term affordability of these new units.

How will your proposed activities ensure the long-term affordability, including lot rents and other fees as applicable, of housing without future federal subsidies?

The ROC's have a considerable amount of support. NWMT has helped residents in 21 parks across the state of Montana convert to resident ownership and worked to secure financing, helped with budgets and projections, and supported development of overall governance. NWMT is an affiliate of ROC USA, the national non-profit organization that supports this work, and has significant resources to help the members of these communities with organizing as well as ongoing governance. NWMT remains as a CTAP for at least the initial term of the ROC's loan and ownership – typically a minimum of 10 years – to assist in their operations once the conversion to resident ownership is completed.

Once the community is resident owned it will operate as a manufactured home community under the ROC model. The community is established as a Mutual Benefit Non-Profit Corporation under Montana law. The purpose of the community, as defined in their bylaws, is to operate on a non-profit "cooperative" basis for the benefit of the current and future resident homeowners, and to conduct its business in a manner designed to preserve the affordability of the sites within the Community for low to moderate income homeowners.

Outside property management is a requirement of the ROC model. The property manager manages all day-to-day needs of the community including rent collection, paying bills, bookkeeping, enforcing community rules, and managing community maintenance and repairs. The property manager pays all accounts payable items for the community and produces monthly financial statements that include Balance Sheet, AP Aging, AR Aging, P&L, Budget to Actual, Cash Flow and Bank Reconciliation Statements. The Communities CTAP, NWMT, reviews the financial statements on a quarterly basis at minimum and produces reports to the community's lenders. Community's Board of Directors meets monthly with their CTAP and property manager and reviews their financial statements and approve for records. The community also creates an annual budget that is approved by their lender and the full membership each year and takes into consideration all expenses incurred in the past and expected increases.

How will your proposed activities promote stable homeownership options in the long-term, including both the house itself and the lot on which it sits?

Resident ownership is a proven and effective approach for MHC preservation, leading to long-term affordability and stability through local resident control. NWMT has a strong track record

of success and over 15 years of supporting ROCs in Montana making ROCs a powerful preservation strategy in the state. In national studies of ROCs, they have found lot rents to be below market within five years of resident purchase, and home sales in ROCs to be at up to a 12% premium compared to homes in investor owned MHCs. Residents in ROCs not only do not have to carry the stress of never knowing when they may be displaced, but they have lower housing costs, and more appreciation in the value of their homes.

How will your proposal support underserved communities in the long term? How will your proposed activities advance housing access and justice for vulnerable populations or underserved communities? How will your proposal enable underserved communities, particularly those of color, to build wealth over the long term?

As stated in Exhibit C, Needs, Native Americans make up about 10% of residents in the Montana ROCs. Resident ownership of manufactured home communities is a proven method of stabilizing, improving, and preserving this form of affordable housing. Once a manufactured home community becomes a ROC, the homeowners know that their homes are secure. The danger of closure of the community, leaving hundreds of families without housing and creating a local affordable housing crisis, or lot rents being grossly increased, is gone. With stable land ownership, the manufactured home becomes a true asset for the household and a means to build wealth. The stable land tenure and stable rent that come with resident ownership may also provide the groundwork for residents to secure mainstream mortgage financing for the purchase, replacement, or improvement of their homes, build equity in their homes, and stabilization of their housing costs.

How will your proposal make manufactured housing or MHCs livable, sustainable, and resilient?

Many older manufactured communities have aging infrastructure. Improving home energy efficiency and community infrastructure can help reduce cost burden, making them more sustainable. ROCs have an interest in maintaining their own infrastructure in the most efficient, affordable, and healthy ways possible.

PRICE funding will be used for infrastructure improvements in 16 of the existing ROCs and the 2 communities proposed to become ROCs as part of this application. Many of the infrastructure projects expand environmental benefits and overcome prior disinvestment in environmental infrastructure. The water and wastewater system projects are particularly impactful for both resident and community health. Many projects will also be improving drainage systems and community green spaces, quality infrastructure and community assets that these communities have largely not been afforded historically.

Attachment A: Advancing Racial Equity
Montana Department of Commerce, State of Montana

Advancing Racial Equity

Racial Composition

US Census data demonstrates Montana historically is not racially diverse, though it is a state diverse in income levels, ages, gender, and persons with disabilities. The goal of this proposal is to reduce population displacement based on economic disadvantage and incorporate environmental justice as a central factor.

2022: ACS 5-year Estimates Data Profile		
Total Population	1,091,840	
White	943,827	86%
American Indian and Alaska Native	63,493	6%
Black or African American	6,026	1%
Asian	9,211	1%
Native Hawaiian and Other Pacific Islander	681	0%
Some Other Race	11,592	0%
Two or more races	57,010	5%

While the population in Montana is not vastly diverse, American Indian and Alaska Native makes up the second highest population within our state. Montana is home to thousands of tribal citizens from several tribal nations living both on and off the reservation areas, and in no place is the disparity in racial equity and opportunity more blaring than in Native housing and homeownership. As our nation and our state seeks to build racial equity and as individuals and organizations, we will practice inclusion and we will explore new solutions to the housing crisis we see in Montana’s Native population.

The table below represents the racial composition where the proposed projects are located by county:

2022: ACS 5-year Estimates Data Profile - Counties Where Projects Are Located								
County	Total Population	White	American Indian and Alaska Native	Black or African American	Asian	Native Hawaiian and Other Pacific Islander	Some Other Race	Two or more races
Missoula	118,541	111,800	4,981	1,112	3,672	263	3,672	6,315
Hill	16,238	12,128	4,471	144	149	6	279	894
Flathead	105,950	97,452	1,138	355	871	0	3,406	5,143
Lincoln	20,157	19,697	785	55	165	31	619	1,121
Park	17,320	16,836	571	104	134	18	388	723
Gallatin	119,685	109,207	925	978	2,989	203	4,295	5,725
Stillwater	8,978	8,759	257	86	76	0	238	379
Lake	31,509	23,690	9,418	331	453	247	847	3,301
Cascade	84,423	77,407	5,668	2,241	1,576	208	3,339	5,580

Racial Composition, Montana’s Homeless Population

Homelessness in Montana has many faces: mothers fleeing domestic violence with their children, veterans sleeping in tents or on sidewalks in need of shelter and supportive services, young students couch surfing or sleeping in vehicles, and transient families without work and with few resources. In rural areas, homelessness is not noticeable in the way it is in urban areas. Many households experiencing homelessness in rural Montana are doubled up with family or friends or are able to find assistance from a faith-based community organization for days at a time. Yet, they lack a “fixed, regular and adequate nighttime residence.” With limited economic opportunities and few resources for navigating factors that contribute to or put households at risk of homelessness (e.g., job loss, substance use, mental illness), many of Montana’s poor, rural households have to make the difficult decision to stay and face uncertainty or leave and abandon their communities and social networks.

According to the 2023 Annual Homelessness Assessment Report (AHAR) issued by the U.S Department of Housing and Urban Development (HUD), the composition of Montana’s homeless population is as follows:

HUD 2023 Continuum of Care Homeless Assessment Programs Homeless Populations and Subpopulations				
	Emergency Shelter	Transitional Housing	Unsheltered	Total
White	963	179	338	1480
American Indian and Alaska Native	290	66	105	461
Black or African American	43	8	12	63
Asian	8	1	1	10
Native Hawaiian and Other Pacific Islander	11	1	6	18
Multiple Races	99	13	34	146

As documented in the AHAR, the nation’s homelessness increased 12% from 2022 to 2023 while Montana’s homelessness increased 37%. The AHAR also acknowledged that Montana experienced the second largest percent increases from 2007 – 2023 in the 25 states who experienced increases (89%), with only Vermont experiencing a higher increase (218%).

In nine states, the number of individuals experiencing chronic patterns of homelessness has more than doubled between 2007 and 2023, with the largest increases in Montana (551% more individuals experiencing chronic patterns of homelessness), Rhode Island (334%), Idaho (275%), Maine (253%), and Washington (195%). (The 2023 Annual Homelessness Assessment Report to Congress. The U.S. Department of Housing and Urban Development)

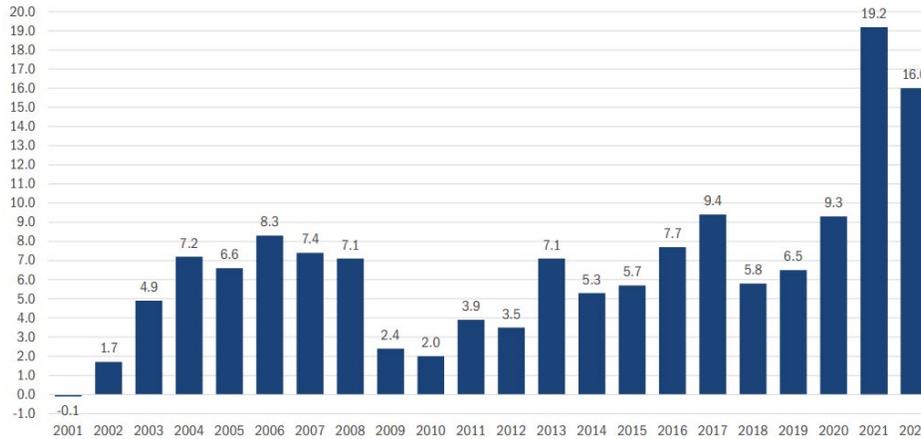
Potential Barriers and Solutions

Homeownership in Indigenous communities in Montana presents a unique set of circumstances which are not present in other communities across the state. Improving homebuyer readiness, limited availability of housing stock, and inexperience of finance and real estate sectors with

doing business on reservation land are some of the issues to be addressed to increase the flow of mortgage financing to Native American borrowers from the eight tribes in Montana.

While historically Montana has not been a racially diverse state, based on the Montana Department of Labor and Industry, Montana has seen a significant increase in in-migration due to the COVID-19 pandemic.

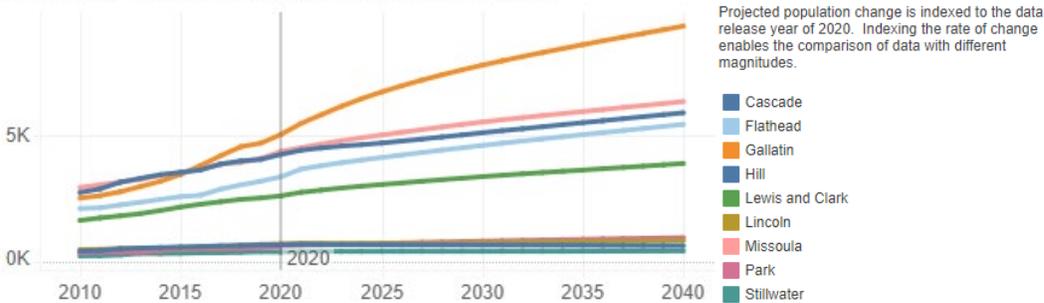
Net Migration Rate in Montana



Source: Census Bureau, Components of Population Change, Rate per 1000 population.

With this in-migration, the demographics of Montana are changing. The image below represents projected population changes in Montana by race in the locations of the proposed projects. The first image reflects Montana’s Hispanic population projections, and the second image reflects Montana’s Black or African American population projections.

Projected Population Total for Selected Counties



Data Source: eRemi Montana State and County Population Projection, Montana Department of Commerce

These representations suggest that Montana has a unique opportunity to proactively address Montana’s racial equity, setting the expectations for future opportunities as the state’s racial composition changes, as outlined below.

Measures to Prevent, Reduce, or Eliminate Barriers

The state acts in accordance with Executive Order 13985, Executive Order On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, and federal fair housing and civil rights laws. The Department of Commerce (Commerce), in the delivery of housing related activities, such as mortgage servicing and rental assistance programs, and

administration of federal funds for housing activities, is required to comply with all applicable federal, state and local laws, rules, and requirements, including the following specific nondiscrimination and equal opportunity laws:

- Federal Fair Housing Act
- The Americans with Disabilities Act of 1990 (ADA)
- Montana Code Annotated §49-2-305 Montana Human Rights Act
- Age Discrimination Act of 1975
- Title VI of the Civil Rights Act of 1964
- Section 504 of the Rehabilitation Act of 1973

Commerce, through its employees and contracted third parties that engage in housing activities on behalf of the Department, is committed to ensure that the letter and spirit of the Federal Fair Housing Act and Montana Fair Housing laws are followed by respecting the diversity and differences within our customer base.

Commerce issued a Request for Proposal (RFP) to address the U.S. Department of Housing and Urban Development’s proposed rulemaking. As summarized on HUD’s website, “On February 9, 2023, HUD published in the Federal Register a Notice of Proposed Rulemaking (NPRM) entitled “Affirmatively Furthering Fair Housing”. Although not final and subject to change, the proposed rule would faithfully implement the Fair Housing Act’s statutory mandate to affirmatively further fair housing (“AFFH”), which “directs HUD to ensure that [the Department] and its program participants proactively take meaningful actions to overcome patterns of segregation, promote fair housing choice, eliminate disparities in opportunities, and foster inclusive communities free from discrimination. The selected Offeror will act as directed by Commerce to help Commerce to develop an Equity Plan and/or Analysis of Impediments to Fair Housing Choice in accordance with all applicable AFFH guidance that becomes effective, including the Notice of Proposed Rulemaking (NPRM) and any subsequent AFFH Final Rule to be released by HUD.

Evaluation

Commerce will engage the members of the ROCs to assess how the work being completed through the PRICE funding has benefited the overall health and wellbeing of the ROC communities. This evaluation will center around the social determinants of health, prioritize the well-being of the communities, and capture the appropriate demographics to determine the effectiveness of our efforts to advance racial equity in our grant activities. The evaluation will not only be used as a measurement of success, but also as a means to learn where there could be areas of improvement. The evaluation will be completed within one year of the completion of each project and consist of one onsite visit to each of the communities and a survey.

In addition, to track our progress, we will collect data on occupants of mobile homes within our projects and compare them year over year to reasonableness within that community.

Attachment B: Affirmative Marketing
Montana Department of Commerce, State of Montana

Affirmative Marketing

Commerce and our partners are committed to reaching areas and people who are least likely to access services without outreach and support. Commerce maintains an active community presence through our website, regular email news communications, hosted webinars, and public meetings. The Housing Division within Commerce co-hosts an annual statewide housing conference with NeighborWorks Montana with an audience of over 300 attendees from across the housing sector. This includes social service agencies, local municipalities, private sector real estate and finance partners, non-profit housing organizations, and other stakeholders. Commerce staff work closely with these partners and stakeholders to ensure programs and services are well understood and broadly communicated across Montana communities.

In working directly with manufactured home park residents our partners use a variety of approaches to ensure residents with barriers to participation are supported. This includes holding meetings in locations that are handicapped accessible and other accommodations are made as necessary to ensure accessibility and inclusivity. Meetings are held in close proximity to communities to reduce transportation barriers. Partners communicate with residents through multiple modes including email, text, phone, community flyers, and door knocking. Materials are developed with different abilities in mind, including being written to a 7th grade level and with attention to easy readability including larger font and color choices that are accessible to people with vision impairments. Partners also make translation services available and ROC documents are available in Spanish.

Attachment C: Affirmatively Furthering Fair Housing
Montana Department of Commerce, State of Montana

Affirmatively Furthering Fair Housing

The Montana Department of Commerce (Commerce) sought a consultant to take a lead role in facilitating a citizen participation process and to provide research, analysis, and preparation of reports and informational documents in support of Montana’s 5-Year Consolidated Plan (the “Plan”), which will include an analysis of housing, homelessness, community development, public facilities, and economic development issues in Montana. The Plan, and related documents, are required by the U.S. Department of Housing and Urban Development (“HUD”). The contractor also will support Commerce on issues related to developing its Affirmatively Furthering Fair Housing (“AFFH”) Plan, including the HUD-required Equity Plan, in tandem with the 5-Year Consolidated Plan, and/or the Department’s Analysis of Impediments to Fair Housing Choice (“AI”).

The selected offeror will act as directed by Commerce to help the Commerce to develop an Equity Plan and/or AI in accordance with all applicable AFFH guidance that becomes effective, including the Notice of Proposed Rule Making and any subsequent AFFH Final Rule to be released by HUD.

The expected timeline for this project is to have the State’s AFFH Plan, including its Equity Plan and/or AI, on or before September 30, 2024; and the State’s 5-Year Consolidated Plan and associated documents for the 2025–2029 program years on or before April 30, 2025.

The selected offeror will conduct, at minimum, the following tasks to develop the AFFH Plan and related documents required by federal law, including the Equity Plan and/or AI, as directed by the Commerce.

- 1) Analyze HUD-provided data that will include maps and tables.
- 2) Generate, tabulate, and analyze state and local data.
- 3) Timely respond to directives issued by Commerce staff and its representatives related to AFFH Plan, Equity Plan, the AI, and related matters.
- 4) Incorporate data that will inform the Equity Plan and/or AI outline, which must address all factors required by federal law and include at least the following on a state-wide and county-by-county basis:
 - a. Demographics
 - b. Segregation and integration
 - c. Racially or ethnically concentrated areas of poverty (R/ECAPs)
 - d. Access to community assets
 - e. Access to affordable housing opportunities
 - f. Access to homeownership and economic opportunity
 - g. Policies and practices impacting fair housing
- 5) Compile data into comprehensive forms to be able to perform several forms of analyses. This will include both data gathered directly by the consultant, as well as data provided by HUD.
- 6) Analyze data to identify areas where there are significant fair housing issues in the State of Montana. These should be characterized by both community type and types of fair housing issues identified.
- 7) Consult with communities and stakeholders across the state about issues related to fair housing. This will assist in further interpretation of county-by-county data, as well as issues

facing those in protected classes under the Fair Housing Act such as, race, color, religion, sex, familial status, national origin, and those with disabilities. The contractor will aid in identifying stakeholders for the agency to meet with to gather feedback on the Equity Plan and/or AI being developed by Montana Housing.

- 8) Based on the data that has been gathered and analyzed by the contractor as well as data provided and analyzed by HUD, the contractor will collaborate with the Commerce to identify and prioritize the fair housing issues in Montana.
- 9) Contractor will use information gathered from community visits, consultations with area professionals and data to develop an Equity Plan and/or AI to establish and address top priority fair housing issues in Montana.

Informed by community engagement, HUD-provided data, and local data and local knowledge – to identify the fair housing issues in the state of Montana. Analysis must comply with federal law and include seven areas of inquiry (fair housing goal categories):

- (1) Segregation and integration;
- (2) Racially or ethnically concentrated areas of poverty (R/ECAPs);
- (3) Disparities in access to opportunity;
- (4) Inequitable access to affordable housing opportunities and homeownership opportunities;
- (5) Laws, ordinances, policies, practices, and procedures that impede the provision of affordable housing in well-resourced areas of opportunity, including housing that is accessible for individuals with disabilities;
- (6) Inequitable distribution of local resources, which may include municipal services, emergency services, community-based supportive services, and investments in infrastructure; and
- (7) Discrimination or violations of civil rights law or regulations related to housing or access to community assets based on race, color, national origin, religion, sex, familiar status, and disability.

The resulting AFFH Plan will ensure compliance with HUDs requirements and be Montana’s guiding document to maintain compliance with the civil rights laws. The AI will allow the State, as well as entitlement communities, to examine barriers to fair housing that exist within the state, including discriminatory actions, omissions, or decisions related to housing; or actions, omission, or decisions that have a discriminatory effect of restricting housing choices for protected classes.

Attachment D: Eligible Applicants
Montana Department of Commerce, State of Montana

Eligible Applicant

1. Resolution of Civil Rights Matters

The Montana Department of Commerce (Commerce) acknowledges the requirement that all outstanding civil rights matters must be resolved prior to the application deadline. Commerce takes affirmative action to equalize opportunity for those classes of people who have traditionally denied equal opportunity by following all applicable state and federal laws pertaining to the fair and equal treatment of all people. Commerce has no current or past Civil Rights violations.

2. Timely Submission of Applications

Commerce acknowledges that we are aware of the timely submission requirements for the PRICE Notice of Funding Opportunity.

3. Eligible Applicant

Commerce attests that we meet the eligibility criteria under III.A as 00 state government under the Executive Branch of Montana's state government per Montana Code Annotated 2-15-104. The Certification for State Applicants is provided in Attachment G.

4. Number of Applications

Commerce acknowledges that only one application per applicant is allowed. A Partnership Agreement with NeighborWorks Montana is included in Attachment E, as well as Partnership letters between NeighborWorks Montana, Northern Missoula Community Development Corporation, and Housed Great Falls

Attachment E: Evidence of Partnership
Montana Department of Commerce, State of Montana

Montana Department of Commerce

AND

Montana Homeownership Network dba NeighborWorks Montana

FOR

Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)

THIS AGREEMENT, entered this _____ day of May, 2024 by and between the Montana Department of Commerce (herein called the “Applicant”) and NeighborWorks Montana (herein called the “Partner”).

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD’s Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant’s CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee’s application for CDBG-PRICE assistance and the Applicant/Grantee’s Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

Activity #1 Increase the housing supply for low-to-moderate income households.

Activity #2 Preserve and revitalize resident owned Manufactured Home Communities.

Activity #3 Increase the resilience of existing and new created Manufactured Home Communities.

Activity #4 Promote homeownership and advance resident-controlled sustainable communities.

See Attachment A - CDBG-PRICE Application

B. Project Schedule

The Partner agrees to implement the following:

Stabilization, acquisition, and infrastructure of Resident Owned Communities (ROC) – First three years of the grant period.

New park development – up to five years of the grant period.

Any changes in the Project Schedules outlined above are subject to the prior approval of the Applicant/Grantee.

C. Staffing

Kaia Peterson, Executive Director, provides oversight of NWMT, including the Resident Owned Community (ROC) program and manufactured housing projects. NWMT has a statewide team of 18 staff working across resident ownership, housing financing, homeownership lending, and housing education and counseling.

Danielle Maiden, Cooperative Housing Director, manages the ROC program. This team includes a ROC Acquisition Specialist who manages the process for new potential ROCs and three ROC Program Specialists who support ROCs after resident purchase, including infrastructure and community projects. This team continues to grow and expects to bring on a ROC Post-Purchase Manager and a Program Administrative Assistant next year.

Damona Williams, Director Finance, manages all financial affairs of NWMT including grant financial reporting and compliance with all federal grant financial requirements.

Lawrence Phillips, Real Estate Development Director, oversees real estate lending including financing for ROCs and other manufactured home projects. Mr. Phillips will support the financing and grant needs for the ROCs as well as for the new acquisition and development projects outside of the ROC program.

Chelsey Lyle, Communications Manager, is responsible for NWMT marketing and outreach efforts. Ms. Lyle will support the communications efforts related to the PRICE request, including affirmative marketing activities to reach diverse and disadvantaged people and places, and related efforts to affirmatively further fair housing.

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner

IV. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

V. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VI. WAIVER

The Applicant’s failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS OF THE TERMS SET OUT ABOVE, the Parties have executed this contract as of the date first written above.

APPLICANT

DocuSigned by:
Mandy Rambo
C1288DD421CA4E2...

Mandy Rambo, Deputy Director

Montana Department of Commerce

5/17/2024

Date

PARTNER

DocuSigned by:

Kaia Peterson

DDF9273DF0CE4BD...

Kaia Peterson, Executive Director

Montana Homeownership Network dba

NeighborWorks Montana

5/17/2024

Date



North Missoula Community Development Corporation
1500 Burns Street
Missoula, MT 59802

Re: Intent to Participate

This letter is to confirm the mutual intent of both NeighborWorks Montana and the North Missoula Community Development Corporation to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition, to carry out eligible activities as provided in the Montana Department of Commerce's CDBG-PRICE application.

The North Missoula Community Development Corporation (NMCDC) has been a long-time partner of the state and of NWMT. NMCDC is the longest established community land trust in the state and has over 84 homes in our land trust portfolio. Over the past three years NMCDC has partnered with NWMT to establish housing cooperatives with residents of multi-family apartment buildings. Recently NMCDC was approached by the Missoula Midtown Association who is concerned about the lack of homeownership in their district, and the risk of displacement for the many residents living in small MHCs within their neighborhood. NMCDC has identified two small MHCs with a willing seller and will be working to preserve these homes through a combination of community land trust, housing cooperative, and non-profit ownership. We hope that this can serve as a pilot and model for how to approach small MHC preservation for other communities in the state. For the purposes of PRICE NMCDC would be a contractor supporting small park preservation.

It is understood that this letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-PRICE funds, if awarded.

Sincerely,

A handwritten signature in cursive script that reads 'b palmer'.

Brittany Palmer
Executive Director, NMCDC

Housed Great Falls
P.O. Box 3592
Great Falls, MT 59403



Re: Intent to Participate

This letter is to confirm the mutual intent of both NeighborWorks Montana and the Housed Great Falls intend to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition, to carry out eligible activities as provided in the Montana Department of Commerce's CDBG-PRICE application.

A group of non-profit partners in Great Falls, with Housed Great Falls as the lead entity, is pursuing development of a new MHC and requires grants and flexible financing to make the project viable. This project is planned as a 25-unit small home development to reduce the impact of homelessness. Homes will provide stable housing paired with case management, healthcare, public services, and job services for unhoused and unsheltered individuals. The PRICE funds are for the MHC development while other fundraising efforts are underway for the resident services. This is a great opportunity for existing partners to flex their development and resident experience to pilot a new MHC development approach. While the targeted populations being served are unique to this project, the lessons from the development process will be relevant for other MHC development in Great Falls and the state. For the purposes of PRICE, Housed Great Falls would be a contractor supporting this new park development.

It is understood that this letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-PRICE funds, if awarded.

Sincerely,

Morgan Yegerlehner
Board of Directors Secretary/Project Director

Attachment F: Match or Leverage
Montana Department of Commerce, State of Montana

June 24, 2022

Jerry Bennett, Commissioner
Lincoln County
512 California Ave
Libby, MT 59923

RE: Notice of ARPA Water & Sewer Infrastructure Grant Award

Dear Jerry Bennett:

On behalf of the State of Montana, it is my pleasure to notify you that Lincoln County has been conditionally approved for an ARPA Water & Sewer Infrastructure Competitive Grant award in the amount of \$1,363,000 for the **Lincoln County - Libby Creek Community Water and Wastewater Improvements Project**.

Montana is leading the nation in making critical water and sewer infrastructure investments, with more water and sewer infrastructure needs of our local communities, allowing them to prepare for long-term growth and take action to address immediate community needs. I appreciate the planning and dedication that your community has taken to advance this critical project, so that all Montana communities and families may thrive.

Please note that pursuant to section 28 of HB 632, if a local government awardee or any of its authorized agents have health regulations related to COVID-19 that are more strict than those imposed by the state in effect at the time a grant is awarded, the grant will be reduced by 20 percent. In your application, you were required to certify whether relevant regulations were in effect. Please update the Department of Natural Resources and Conservation (DNRC), in writing, if that has changed between the date you submitted your application and the date of this award letter.

Staff at the Montana Department of Natural Resources and Conservation (DNRC) will contact you directly with more information in the upcoming weeks. In the meantime, if you have any questions, please contact Samantha Kemp, the ARPA Grant Manager at the DNRC, at (406) 444-6477 or samantha.kemp@mt.gov.

Sincerely,



GREG GIANFORTE
Governor

DEPARTMENT OF NATURAL RESOURCES
AND CONSERVATION



GREG GIANFORTE, GOVERNOR

1539 ELEVENTH AVENUE

STATE OF MONTANA

DIRECTOR'S OFFICE: (406) 444-2074
FAX: (406) 444-2684

PO BOX 201601
HELENA, MONTANA 59620-1601

11/08/2021

Michael Kardoes
City of Livingston
220 E Park Street
Livingston, MT 59047

RE: Notice of RRGL Planning Grant Award

Dear Michael:

Congratulations! You have been awarded an RRGL planning grant for \$15,000 for the View Vista Community Water and Sewer PER. We are excited to be working with you on your planning project. I appreciate the planning and dedication that your community has taken to advance this critical project, so that all Montana communities and families may thrive.

Pursuant to section 28 of HB 632, if a local government awardee or any of its authorized agents have health regulations related to COVID-19 that are more strict than those imposed by the state in effect at the time a grant is awarded, the grant will be reduced by 20 percent. In your application, you certified whether relevant regulations were in effect. Please update the Department of Natural Resources and Conservation (DNRC), in writing, if that has changed between the date you submitted your application and the date of this award letter.

To begin your project, the grant manager will develop the grant agreement and you will receive the approved agreement by mail. Please sign both copies of the contract and return to us or let us know if any changes to the contract are needed.

Thank you for your application and I look forward to working with you on your project and planning needs. Please contact me at 444-9766 with any questions.

Sincerely,

A handwritten signature in green ink, appearing to read "Lindsay Volpe".

Lindsay Volpe
RRGL Program Manager

OFFICE OF THE GOVERNOR
STATE OF MONTANA

Greg Gianforte
GOVERNOR



Kristen Juras
LT. GOVERNOR

December 28, 2021

Tim Solomon, Mayor
City of Havre
PO Box 231
Havre, MT 59501

Re: Notice of Community Development Block Grant Award

Dear Mayor Solomon:

Congratulations! On behalf of the State of Montana, it is my pleasure to notify you that the City of Havre has been selected for a Community Development Block Grant (CDBG) grant award in the amount of \$366,117 to install upgraded sewer lines in the Clear Creek Court resident owned community area.

Projects such as this help local governments fund infrastructure and facilities that primarily benefit low- to moderate-income Montanans, as well as provide good-paying jobs for residents of those communities.

All awardees will be contacted directly with more information in the upcoming weeks by program staff. If you have any questions, please contact the Community Development Division at the Montana Department of Commerce, at 406-841-2770 or email DOCCDD@mt.gov.

Again, congratulations and good luck on the successful completion of your project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Gianforte".

GREG GIANFORTE
Governor

OFFICE OF THE GOVERNOR
STATE OF MONTANA

Greg Gianforte
GOVERNOR



Kristen Juras
LT. GOVERNOR

June 9, 2022

Jerry Bennett, Commissioner
Lincoln County
512 California Avenue
Libby, MT 59923

Re: Notice of Community Development Block Grant Award

Dear Commissioner Bennett:

Congratulations! On behalf of the State of Montana, it is my pleasure to notify you that Lincoln County has been selected for a Community Development Block Grant award in the amount of \$600,000 to connect centralized water and wastewater to the Libby Creek community.

Projects such as this help local governments fund infrastructure and facilities that serve our state's citizens, as well as provide good-paying Montana jobs.

Awardees will be contacted directly with more information by program staff. If you have questions, please contact the Montana Department of Commerce, at 406-841-2770.

Again, congratulations, and I wish you great success for the completion of your project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Gianforte".

Greg Gianforte
Governor

OFFICE OF THE GOVERNOR
STATE OF MONTANA

GREG GIANFORTE
GOVERNOR



KRISTEN JURAS
LT. GOVERNOR

April 27, 2023

Grant Gager, City Manager
City of Livingston
220 E. Park Street
Livingston, MT 59047

Dear City Manager Gager:

Congratulations! On behalf of the State of Montana, it is my pleasure to notify you that the City of Livingston has been selected for a Community Development Block Grant Program (CDBG) planning grant award in the amount of \$47,500 for a preliminary architectural report for the View Vista Apartments.

The CDBG Program assists towns, cities, and counties in promoting access to affordable housing, providing services to the most vulnerable in our communities, and creating and retaining jobs. CDBG provides funding and technical assistance to help local governments plan for future growth and development, develop specific plans for individual projects, and take action to address community needs.

All planning grant awardees will be contacted directly with more information in the coming weeks by program staff. If you have any questions, call Community Planning Program Manager Cody Ferguson in the Community MT Division at the Montana Department of Commerce at 406-841-2819, or email cody.ferguson@mt.gov.

Again, congratulations. I wish you great success in the completion of your project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Gianforte".

Greg Gianforte
Governor

DEPARTMENT OF NATURAL RESOURCES
AND CONSERVATION



STEVE BULLOCK, GOVERNOR

1539 ELEVENTH AVENUE

STATE OF MONTANA

DIRECTOR'S OFFICE: (406) 444-2074
FAX: (406) 444-2684

PO BOX 201601
HELENA, MONTANA 59620-1601

February 12, 2020

David Peterson
City of Havre
PO Box 231
Havre, MT 59501

RE: RRGL Planning Grant Application Winter 2020

Dear Applicant,

Congratulations! You have been awarded an RRGL planning grant for \$15,000. We are excited to be working with you on your planning project.

The applications were competitively evaluated and were evaluated on the renewable resource benefits. We received \$753,000 in requests and we were able to award \$519,000 this round.

To begin your project, the grant manager will contact you and work with you on your grant agreement. The manager will mail you your grant agreement contract. Please sign both copies of the contract and return to us or let us know if any changes to the contract are needed.

Thank you for your application and I look forward to working with you on your project and planning needs. Please contact me at 444-9766 with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lindsay Volpe".

Lindsay Volpe
RRGL Program Manager
406-444-9766 lmvolpe@mt.gov

OFFICE OF THE GOVERNOR
STATE OF MONTANA

GREG GIANFORTE
GOVERNOR



KRISTEN JURAS
LT. GOVERNOR

June 8, 2023

Devynn Fetter
Hideaway Community County Water and Sewer District
282 4th Avenue W North
Kalispell, MT 59901

Re: 2023 Renewable Resource Grant Award

Dear Devynn,

Congratulations! On behalf of the State of Montana, it is my pleasure to notify you that \$125,000 in the DNRC Renewable Resource Grant and Loan Program (RRGL) funding has been awarded through House Bill 6 for your Community Sewer project.

Projects such as yours help conserve, manage, develop, and protect Montana's renewable resources for future generations.

An RRGL grant manager will be contacting you shortly with more information. Please feel free to contact Lindsay Volpe, RRGL Program Manager, at 406-444-9766 or lmvolpe@mt.gov, if you have any questions.

Again, congratulations. I wish you great success in the completion of your project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Gianforte".

Greg Gianforte
Governor

OFFICE OF THE GOVERNOR
STATE OF MONTANA

Greg Gianforte
GOVERNOR



Kristen Juras
LT. GOVERNOR

April 26, 2023

Board President Devynn Fetter
Hideaway Community County Water & Sewer District
282 4th Ave W. North
Kalispell, MT 59901

Re: Notice of Montana Coal Endowment Program Grant Award

Dear President Fetter:

On behalf of the State of Montana, I am pleased to notify you that the Hideaway Community County Water & Sewer District has been approved for a Montana Coal Endowment Program grant award in the amount of \$750,000 to construct a new collection system and drainfield.

Projects such as yours help address the infrastructure and public facility needs of our communities, promoting the health and safety of Montanans. Thank you for partnering with the state to make this project possible.

The Hideaway Community County Water & Sewer District will be contacted directly with more information in the upcoming weeks by program staff. If you should have any questions, please contact the Community MT Division at the Montana Department of Commerce at 406-841-2770 or email DOCCDD@mt.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Gianforte".

Greg Gianforte
Governor

February 26th, 2024

To whom it may concern,

This letter confirms commitment of \$35,200 From Hideaway Water & Sewer District to the Hideaway Community Wastewater Project.

DocuSigned by:
Devynn Fetter
CFFB6FB4689E477...

Devynn Fetter

Hideaway Community, Board President

OFFICE OF THE GOVERNOR
STATE OF MONTANA

Greg Gianforte
GOVERNOR



Kristen Juras
LT. GOVERNOR

April 26, 2023

Mayor Peggy Williams
City of Libby
PO Box 1428
Libby, MT 59923

Re: Notice of Montana Coal Endowment Program Grant Award

Dear Mayor Williams:

On behalf of the State of Montana, I am pleased to notify you that the City of Libby has been approved for a Montana Coal Endowment Program grant award in the amount of \$460,000 to construct water main extensions.

Projects such as yours help address the infrastructure and public facility needs of our communities, promoting the health and safety of Montanans. Thank you for partnering with the state to make this project possible.

The City of Libby will be contacted directly with more information in the upcoming weeks by program staff. If you should have any questions, please contact the Community MT Division at the Montana Department of Commerce at 406-841-2770 or email DOCCDD@mt.gov.

Sincerely,


Greg Gianforte
Governor

LINCOLN COUNTY

STATE OF MONTANA

BRENT TESKE, COMMISSIONER
DISTRICT NO. 1, LIBBY

JERRY BENNETT, COMMISSIONER
DISTRICT NO. 2, TROY

JOSH LETCHER, COMMISSIONER
DISTRICT NO. 3, EUREKA

ROBIN A. BENSON
CLERK OF THE BOARD AND COUNTY RECORDER

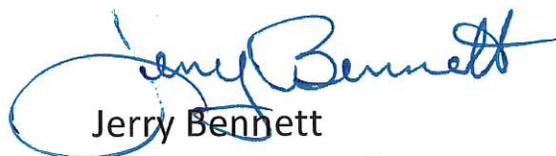
January 13, 2022

RE: Letter of Commitment

To Whom It May Concern:

Lincoln County is in full support of the Libby Creek Water & Sewer Project. The Commissioners feel this is a very important project to the residents of this community. Therefore, Lincoln County is committed to the success of this project and will allocate \$400,000 to the project.

Respectfully,



Jerry Bennett
Chairman, Lincoln County Commission

OFFICE OF THE GOVERNOR
STATE OF MONTANA

GREG GIANFORTE
GOVERNOR



KRISTEN JURAS
LT. GOVERNOR

December 13, 2023

Grant Gager, City Manager
City of Livingston
220 East Park Street
Livingston, MT 59047

Re: Notice of Community Development Block Grant Award

Dear Mr. Gager:

Congratulations! On behalf of the State of Montana, it is my pleasure to notify you that the City of Livingston has been selected for a Community Development Block Grant award in the amount of \$750,000 for water and sewer updates for the View Vista community.

Projects such as yours help promote and strengthen our communities, while supporting residents with good-paying jobs.

All awardees will be contacted directly with more information in the upcoming weeks by program staff. If you have any questions, please contact the Community MT Division at the Montana Department of Commerce at 406-841-2770 or DOCCDD@mt.gov.

Again, congratulations. I wish you great success on the completion of your project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Gianforte".

Greg Gianforte
Governor

OFFICE OF THE GOVERNOR
STATE OF MONTANA

GREG GIANFORTE
GOVERNOR



KRISTEN JURAS
LT. GOVERNOR

December 13, 2023

Doug Russell, City Manager
City of Kalispell
201 1st Avenue East
Kalispell, MT 59901

Re: Notice of Community Development Block Grant Awards

Dear City Manager Russell:

Congratulations! On behalf of the State of Montana, it is my pleasure to notify you that the City of Kalispell has been selected for Community Development Block Grant awards in the amount of \$750,000 for wastewater updates for the Green Acres community, and \$750,000 for water and sewer updates for the Morning Star community.

Projects such as yours help promote and strengthen our communities, while supporting residents with good-paying jobs.

All awardees will be contacted directly with more information in the upcoming weeks by program staff. If you have any questions, please contact the Community MT Division at the Montana Department of Commerce at 406-841-2770 or DOCCDD@mt.gov.

Again, congratulations. I wish you great success on the completion of your projects.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Gianforte".

Greg Gianforte
Governor

OFFICE OF THE GOVERNOR
STATE OF MONTANA

Greg Gianforte
GOVERNOR



Kristen Juras
LT. GOVERNOR

April 26, 2023

City Manager Doug Russell
City of Kalispell
201 1st Avenue East
Kalispell, MT 59901

Re: Notice of Montana Coal Endowment Program Grant Award

Dear City Manager Russell:

On behalf of the State of Montana, I am pleased to notify you that the City of Kalispell for the Morning Star Community has been approved for a Montana Coal Endowment Program grant award in the amount of \$750,000 to construct water and sewer main extensions.

Projects such as yours help address the infrastructure and public facility needs of our communities, promoting the health and safety of Montanans. Thank you for partnering with the state to make this project possible.

The City of Kalispell for the Morning Star Community will be contacted directly with more information in the upcoming weeks by program staff. If you should have any questions, please contact the Community MT Division at the Montana Department of Commerce at 406-841-2770 or email DOCCDD@mt.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Gianforte".

Greg Gianforte
Governor

OFFICE OF THE GOVERNOR
STATE OF MONTANA

GREG GIANFORTE
GOVERNOR



KRISTEN JURAS
LT. GOVERNOR

June 8, 2023

Doug Russell
Kalispell, City of
201 1st Avenue East
Kalispell, MT 59901

Re: 2023 Renewable Resource Grant Award

Dear Doug,

Congratulations! On behalf of the State of Montana, it is my pleasure to notify you that \$125,000 in the DNRC Renewable Resource Grant and Loan Program (RRGL) funding has been awarded through House Bill 6 for your Kalispell Morning Star Court Water and Wastewater Improvement Project

Projects such as yours help conserve, manage, develop, and protect Montana's renewable resources for future generations.

An RRGL grant manager will be contacting you shortly with more information. Please feel free to contact Lindsay Volpe, RRGL Program Manager, at 406-444-9766 or lmvolpe@mt.gov, if you have any questions.

Again, congratulations. I wish you great success in the completion of your project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Gianforte".

Greg Gianforte
Governor

WIN Grants

Page 81

October 18, 2023

Doug Russell, City Manager
City of Kalispell
201 1st Ave East
Kalispell, MT 59901

Re: FY 21 WIIN Grant - \$178,000.00
FY 22/23 WIIN Grant - \$322,000.00

Dear Doug Russell,

Congratulation on your WIIN grant awards for the Kalispell - Morning Star Court Water and Wastewater Improvements Project. I will be the DNRC WIIN grant manager for this project. I am looking forward to working with you on your project. Please contact me with any changes or updates regarding your award.

To enter into an agreement with DNRC you will need to submit your updated project schedule, scope, and budget as required in our contract. Once we begin the contracting process, you'll be required to provide a grant management plan, and any other necessary items which need to be updated related to your project. A start up checklist will be sent out to start this process.

Sincerely,



Melissa Downing, Grant Manager
melissa.downing@mt.gov
406-444-0697

Cc: File



November 9, 2023

RE: Clear Creek Infrastructure Project Financing

To Whom it May Concern:

NeighborWorks Montana provides both technical assistance and financing to the Clear Creek Community. We are aware that the community has a financing gap in their current infrastructure project and are committed to working with the community to fill that gap. They have requested an additional \$45,000 in financing from NWMT which combined with the funds they are committing from their community reserves will provide the dollars needed to fill the funding gap.

Please be assured that NWMT will continue to work with Clear Creek to ensure the community has the funding available to complete this critical project.

Thank you for your support.

Sincerely,

A handwritten signature in black ink, appearing to read "Kaia Peterson".

Kaia Peterson
Executive Director

**MONTANA DEPARTMENT OF COMMERCE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACT AMENDMENT #MT-CDBG-17HSP-01-C**

This Contract Amendment is entered into by and between Lake County (UEI #U4TDZNAM8PA6) (the Grantee), and the Montana Department of Commerce (the Department).

The Grantee and the Department mutually agree to amend **Contract #MT-CDBG-17HSP-01** executed on October 22, 2018, **#MT-CDBG-17HSP-01-A** executed on March 11, 2021 and **#MT-CDBG-17HSP-01-B** executed November 23, 2022 on as follows:

- I. Section 5. **EFFECTIVE DATE AND TIME OF PERFORMANCE** is amended to read as follows:

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- A. This Contract shall take effect upon execution by the parties and will terminate on September 30, 2024 or upon approval of Grantee's Project completion report by the Department, whichever is later, unless otherwise terminated in accordance with this Contract.
- B. All authorized expenses to be reimbursed must be incurred by the Grantee between June 7, 2018 and June 30, 2024. All requests for reimbursement must be submitted to the Department within ninety (90) days after June 30, 2024.
- C. The activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit B-3. The Grantee may modify the implementation schedule set forth in Exhibit B-3 only with prior written approval of the Department.
- D. The Department may grant an extension to this Contract upon request by the Grantee if the Department determines, in its sole discretion, that the Grantee has demonstrated progress toward completion of the Project, has engaged in a good faith effort to comply with the duties, terms, and conditions of this Contract, and that the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an extension must be submitted at least sixty (60) days prior to September 30, 2024.

- 2. Exhibit B has been amended. Please refer to Amended Exhibit B-3, which is attached to the Contract and specifically incorporated herein by this reference. Amended Exhibit B-3 supersedes and replaces previous versions of Exhibit B-1 and B-2 in their entirety.
- 3. All other provisions of the Contract remain in full force and effect.

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties have caused this Contract Amendment to be executed.

LAKE COUNTY:

DocuSigned by:
Gale Decker 10/31/2023

 Gate Decker, Chair Lake County Commission Date

APPROVED AS TO FORM:

DocuSigned by:
James Raymond

 James Raymond, Civil County Attorney

MONTANA DEPARTMENT OF COMMERCE:

DocuSigned by:
Mandy Rambo 10/31/2023

 Mandy Rambo, Deputy Director Date

EXHIBIT B-3
Project Implementation Schedule

TASKS	QUARTERS 2022				QUARTERS 2023				QUARTERS 2024			
	1ST JFM	2ND AMJ	3RD JAS	4TH OND	1ST JFM	2ND AMJ	3RD JAS	4TH OND	1ST JFM	2ND AMJ	3RD JAS	4TH OND
PROJECT START UP												
Land/Structure/Easement Acquisition						X						
Submit firm commitment of all funding				X								
Submit all required start-up documents				X								
Secure Environmental Release of Funds					X							
PROJECT DESIGN												
Prepare construction bid documents					X							
CONSTRUCTION BIDDING												
Publish public bid solicitation							X					
Open bids and examine proposals.							X					
Complete debarment check								X				
Award contract								X				
PROJECT CONSTRUCTION												
Conduct pre-construction conference.								X				
Issue Notice to Proceed								X				
Monitor contractor(s)								X	x	x		
Document labor standards compliance								X	x	x		
Final Inspection										x		
PROJECT CLOSE OUT												
Submit Certificate of Occupancy (or its equivalent)											X	
Submit final Request for Reimbursement and Project Completion Report											X	

DEPARTMENT OF NATURAL RESOURCES
AND CONSERVATION



GREG GIANFORTE, GOVERNOR

1539 ELEVENTH AVENUE

STATE OF MONTANA

DIRECTOR'S OFFICE: (406) 444-2074
FAX: (406) 444-2684

PO BOX 201601
HELENA, MONTANA 59620-1601

6/14/2021

David Peterson
PO Box 231
Havre, MT 59501

RE: Havre Clear Creek Court-Sanitary Sewer System Improvements

Dear David,

Congratulations! We are pleased to announce House Bills 6, 14, and 632 from the 67th legislative session has been signed by the Governor and your project has been awarded \$125,000 for a DNRC Renewable Resource Grant.

A DNRC grant manager will be contacting you to collect contract requirement information. You will be asked to provide the following:

- A. Updated scope, schedule, and budget,
- B. MEPA Checklist, and
- C. American Rescue Plan Act (ARPA) Certification.

A grant agreement between you and the department must be prepared and agreed upon by both parties prior to beginning any work that would require reimbursement under this contract.

We look forward to working with you on your project. Please feel free to contact me at 406-444-9766 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Volpe", with a long horizontal line extending to the right.

Lindsay Volpe
DNRC Renewable Resource Grant Program Manager
lmvolpe@mt.gov

cc: Joseph Murphy, Tim Solomon, file

DEPARTMENT OF NATURAL RESOURCES
AND CONSERVATION



GREG GIANFORTE, GOVERNOR

1539 ELEVENTH AVENUE

STATE OF MONTANA

DIRECTOR'S OFFICE (406) 444-2074
FAX: (406) 444-2684

PO BOX 201601
HELENA, MONTANA 59620-1601

12/23/2021

Patrick McFadden, Lincoln County Administrator
Lincoln County
512 California Avenue
Libby, MT 59923

RE: Notice of RRGL Planning Grant Award

Patrick McFadden:

Congratulations! You have been awarded a \$15,000 RRGL planning grant for the Libby Creek Water and Wastewater System Evaluation. We are excited to be working with you on your planning project. I appreciate the planning and dedication that your community has taken to advance this critical project, so that all Montana communities and families may thrive.

Pursuant to section 28 of HB 632, if a local government awardee or any of its authorized agents have health regulations related to COVID-19 that are more strict than those imposed by the state in effect at the time a grant is awarded, the grant will be reduced by 20 percent. In your application, you certified whether relevant regulations were in effect. Please update the Department of Natural Resources and Conservation (DNRC), in writing, if that has changed between the date you submitted your application and the date of this award letter.

To begin your project, the grant manager will develop the grant agreement and you will receive the approved agreement by mail. Please sign both copies of the contract and return to us or let us know if any changes to the contract are needed.

Thank you for your application and I look forward to working with you on your project and planning needs. Please contact me at 444-9766 with any questions.

Sincerely,

A handwritten signature in blue ink that reads "Lindsay Volpe".

Lindsay Volpe
RRGL Program Manager

DIRECTOR'S
OFFICE
(406) 444-2074

CONSERVATION & RESOURCE
DEVELOPMENT DIVISION
(406) 444-6667

OIL & GAS
DIVISION
(406) 444-6675

TRUST LAND
DIVISION
(406) 444-2074

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “Agreement”) is made on the 21.00 day of March 2024 (the “Effective Date”), by and between Human Resource Development Council of District IX Inc. (“Seller”) and Montana Homeownership Network dba NeighborWorks Montana, a Montana non-profit corporation (“Buyer”) and/or assigns.

In consideration of the mutual covenants and representations herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE 1

PURCHASE AND SALE

1.1 **Purchase and Sale.** Subject to the terms and conditions of this Agreement. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller (the “Sale”), the property described in this Section 1.1 (the “Property”).

(a) **Land.** Those certain parcels of land (the “Land”), which is more particularly described on **Exhibit A** attached hereto, having a street address of 315 W Main St, Belgrade, MT 59714 together with all easements and other rights appurtenant to Land, all on-site parking and other parking right appurtenant to such Land, and all mineral or similar rights, riparian rights and water rights appurtenant to such Land.

(b) **Improvements.** All buildings and other improvements located on the Land including, but not limited to the cinderblock apartment.

(c) **Leases and Contracts.** All leases (the “Leases”) of space in the Property and Seller’s interest in all refundable security deposits or other refundable tenant deposits of any kind and all prepaid rent, if any, and to the extent assignable, the Contracts (defined below).

(d) **Fixtures and Personal Property.** All appliances, fixtures, equipment, machinery, furniture, carpet, drapes, supplies, manuals, books, records, and other personal property, if any, owned by Seller and located on or about the Land the Improvements or used in the ownership, use, leasing, maintenance, or operation thereof (the “Personal Property”).

(e) **Intangible Property.** To the extent assignable, all intangible property (the “Intangible Property”), in which Seller has a transferable right and pertaining to the Land, the Improvements or the Personal Property. For the purposes of this Agreement, Intangible Property shall include but not be limited to Seller’s right, if any, but without any warranty with respect thereto, to use the name Belgrade Trailer Court in connection with the Property, and any other trademarks, trade names or other intangible personal property or rights associated with the Property, or used in the ownership, use, leasing, maintenance or operation thereof, and in which Seller has a

transferable right including, without limitation, any telephone numbers associated with on-site management and leasing operations.

(d) **Additional Provisions.** It is understood and acknowledged that the Seller is NOT conveying CALDEWELL ADD, S01, T01 S, R04 E, BLOCK 1, Lot 10-14, ACRES 0.373, PLUS VACANT ALLEYS (including stick built home built in 1939) with this transaction. The Sellers will prepare a shared well, shared septic and or electrical agreements for any utilities that are conjoined with the parcels that are selling for Buyer's review prior to closing. A timeline of use will be included in the prepared documents.

ARTICLE 2

TITLE COMPANY

2.1 **Title Company.** Upon the execution of this Agreement by Buyer and Seller, and the acceptance of this Agreement by First American Title (the "Title Company") in writing, this Agreement shall constitute the instructions of Buyer and Seller to Title Company for the consummation of the sale of the Property to the Buyer pursuant to the terms of this Agreement. Upon Title Company's written acceptance of this Agreement, Title Company is authorized to act in accordance with the terms of this Agreement. Prior to the Closing Date, Seller and Buyer each shall give appropriate written closing instructions, consistent with this Agreement, to the Title Company for the Closing in accord and with this Agreement and upon giving such instruction such party need not be physically present at the Closing.

ARTICLE 3

PURCHASE PRICE AND EARNEST MONEY

3.1 **Purchase Price.** Subject to and pursuant to the following terms and conditions, Seller shall sell and transfer the Property to Buyer and Buyer shall purchase the Property from Seller and pay to the Seller the sum of One-Million Three-Hundred and Fifty-Thousand and No/100 Dollars (\$1,350,000.00) (the "Purchase Price"). At Closing (as defined below), the Earnest Money (as defined below) shall be paid to Seller and credited against the Purchase Price, and Buyer shall deliver to Seller immediately available and collectible funds equal to the balance of the Purchase Price, plus or minus Buyers share of the closing costs, prorations, credits and charges payable pursuant to this Agreement.

3.2 **Earnest Money.**

(a) Upon the execution of this Agreement by Buyer and Seller, and the acceptance of this Agreement by the Title Company, this Agreement shall constitute the joint escrow instructions of Buyer and Seller to Title Company to open an escrow (the "Escrow") for the consummation of the sale of the Property to the Buyer pursuant to the term of this Agreement. Upon Title Company's receipt of the Earnest Money (as hereinafter defined) and Title Company's written acceptance of this Agreement, Title Company is authorized to act in accordance with the terms of this Agreement. Prior to the Closing Date, Seller and Buyer each shall give appropriate written escrow instructions, consistent with this Agreement, to the Title Company for the

Closing in accord and with this Agreement and upon giving such instruction such party need not be physically present at the Closing.

(b) Within three (3) Business Days after the Effective Date, Buyer shall deliver an earnest money deposit in the amount of five-thousand and No/100 Dollars (\$5,000.00) (the “Earnest Money”) into escrow with the Title Company. “Business Days” Shall mean each Monday through Friday, excluding United States and State holidays, and “Business Day” shall mean any one of the days otherwise comprising Business Days.

(c) If Buyer elects to terminate (or is deemed to have terminated) this Agreement prior to the expiration of the Approval Period, or if Buyer elects to terminate this Agreement pursuant to its terms, Title Company, without requirement for any authorization or other notice from Seller, shall immediately return the Earnest Money Note to Buyer, whereupon this Agreement shall terminate and no party hereto shall have any further rights, obligations or liabilities hereunder, except for matters that, by the terms of this Agreement, expressly survive termination of this Agreement. Except as otherwise provided in the immediately preceding sentence, upon Title Company’s receipt of written notice from either party hereto claiming the Earnest Money pursuant to the other provisions of this Agreement, Title Company shall promptly forward a copy thereof to the other party hereto and, unless such party within ten (10) Business Days or receipt thereof notifies Title Company of any objecting to such requested disbursement of the Earnest Money, Title Company shall disburse the Earnest Money in accordance with the provisions of this Agreement based upon the demand of the party demanding the same, and thereupon Title Company shall be released and discharged from any further duty or obligations hereunder.

ARTICLE 4

INSPECTION OF THE PROPERTY AND APPROVAL PERIOD

4.1 **Inspection.** After the Effective Date through the Closing, Buyer shall have the right to inspect the Property upon twenty-four (24) hours prior notice to Seller. Buyer’s physical inspection of the Property shall be conducted during normal business hours at a time mutually acceptable to Buyer and Seller. Inspection of any occupied interior units shall require four (4) days written notice to Seller so that Seller may give two (2) days written notice to the tenants so affected. No invasive testing or boring shall be done without the prior notification to Seller and Seller’s consent, which shall not be unreasonably withheld.

(a) Seller shall provide Buyer with adequate opportunity to make such surveys, tests, studies, and inspections of the Property as Buyer has, in Buyer’s discretion, deemed necessary or advisable as a condition precedent to Buyer’s purchase of the Property and to determine the physical, environmental and land use characteristics of the Property and its suitability for Buyer’s intended use.

4.2 **Due Diligence Items.** Seller has, or will within fifteen (15) days of the Effective Date, make the due diligence items identified on **Exhibit B** (the “Due Diligence Item”) available to Buyer.

4.3 **Evidence of Title.** (a) Not more than 15 days prior to the closing the Seller will deliver to the Buyer a commitment for a standard ALTA owner's title insurance policy issued by the Title Company. The commitment will describe the Property, will be in the amount of the purchase price of the Property and will show that the Property is subject only to the general exceptions contained in the commitment and the liens, encumbrances, easements and defects in title described in the previous section of this Agreement.

(b) The Buyer will examine the title commitment and notify the Seller within 15 days after receiving the commitment in writing if, in the opinion of the Buyer, the title insurance commitment discloses liens, encumbrances, easements, or defects in title other than those referred to in paragraph (a) of this section. If the Buyer objects to any liens, encumbrances, easements, or defects in title, the Seller will make good faith efforts to remove or cure the matter objected to on or before the date of closing. If the Seller cannot remove or cure the matter objected to on or before the date of closing, then the Buyer will have the right to rescind and terminate this Agreement and recover the earnest money paid to the Seller. The failure of the Buyer to object to the condition of the title in writing within 15 days will constitute acceptance of the condition of the title and waiver of any defects in title.

(c) After the closing a title insurance policy will be issued pursuant to the title insurance commitment described in paragraph (a) of this section to insure the Buyer's title to the Property.

(d) Unless as otherwise provided above, it is specifically understood that Buyer shall have One-Hundred Fifty (150) days from the effective date to conduct the inspection and investigation described in Article 4 of this Agreement (the "Approval Period")

4.4 **First and Second Mortgage Financing.** Within Two-Hundred (200) days of the execution of this agreement by all parties, Buyer shall provide the Seller with written evidence, acceptable to Seller, as to Buyer's ability or inability to obtain mortgage financing in the marketplace available to Buyer at the time of execution of Buyer's financial plans for acquiring and operating the property. If the Buyer does not notify the Seller of its inability to obtain financing within the time period set forth above, this contingency shall be deemed waived by the BUYER.

4.5 **Appraisal.** The property must appraise by a qualified commercial appraiser of good reputation in the community, hired by Buyer or Buyer's lending institution, at or above the Purchase Price. Said appraisal shall be completed within Two-Hundred (200) days of the execution of this Agreement. In the event the property does not appraise at or above the Purchase Price, the Buyer will have the option of terminating this Agreement and receiving a full refund of the deposit paid.

4.6 **Acceptance of Homeowners Cooperative Corporations.** Buyer is providing assistance to the current tenants that are attempting to create a Homeowner's Cooperative Corporation. An association of at least 60% of the homeowners living within the property must form a legal corporation and agree to accept the assignment of this Agreement from the Buyer and Buyer shall provide Seller written proof of such agreement between Buyer and Homeowner's Cooperative Corporation within Sixty (60) days of the date hereof. Seller must agree to allow

assignment of this Agreement to the Homeowners Cooperative Corporation. At the time of assignment, the Buyer shall become the Homeowners Cooperative Corporation.

4.7 **Seller Due Diligence, Board Approval.** This agreement is contingent upon Seller's approval of the purchase by the Seller's Board of Directors. This contingency's Release Date is thirty (30) days after Execution of this Agreement.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES

5.1 **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller that as of the date it executes this Agreement and as of Closing:

(a) Buyer is duly organized, validly existing and in good standing under the laws of the state of its formation.

(b) Buyer has the full power and authority to execute, deliver, and perform its obligations under this Agreement.

(c) This Agreement and all agreements, instruments, and document provided to be executed by Buyer are and as of the Closing will be herein duly authorized, executed and delivered by and are, and will be, binding upon Buyer.

5.2 **Seller's Representations and Warranties.** Seller represents and warrants to Buyer that as of the date it executes this Agreement and as of Closing:

(a) Seller is duly organized, validly existing and in good standing under the laws of the state of its formation.

(b) Seller has the full power and authority to execute, deliver, and perform its obligations under this Agreement.

(c) This Agreement and all agreements, instruments, and documents provided to be executed by Seller are and as of the Closing will be herein duly authorized, executed, and delivered by and are and will be binding upon Seller.

(d) All due diligence materials to be delivered to Buyer, including, without limitation, all leases, lease correspondence, rent rolls, reports, surveys, studies, books and records, and exhibits to this Agreement, have been prepared and assembled in the ordinary course of business by Seller and are believed by Seller to be true, complete and accurate and have been relied upon by Seller.

(e) All of the Leases are described in the materials to be delivered to Buyer by Seller during the Approval Period which includes an accurate and complete list of all presently effective Leases as of the date set forth thereon and is otherwise true, complete and accurate in all material respects. The copies of the Leases provided to Buyer contain all of the information

pertaining to any rights of any parties to occupy the Property, including, without limitation, all information regarding any rent concessions, tenant improvements, or other inducements to lease.

(f) The operating statements of the Property for the most recent calendar year to be delivered by Seller to Buyer during the Approval Period were prepared in the ordinary course of business by Seller, were prepared in accordance with generally accepted accounting principles or standard accounting practices respecting apartment projects, consistently applied, are believed by Seller to accurately reflect all items of income and expense and the results of operations from the Property for such period, and have been relied upon by Seller.

(g) To Seller's knowledge, all permits required for the Property have been duly and validly issued, are in full force and effect, have been fully paid for (other than normal recurring annual permit or license fees set forth in the operating statements of the Property provided to Buyer), and has received no notice of violation of any permit.

(h) There is no litigation or arbitration or other legal or administrative suit, action, or proceeding of any kind (each, a "Preceding") pending (or, to the knowledge of Seller, threatened) against Seller or the Property that; (i) could detrimentally and materially affect the value, ownership, use, or operation of the Property or the ability of Seller to perform its obligations under this Agreement or, (ii) has an uninsured claim for damages in excess of Five Thousand and No/100 Dollar (\$5,000.00) or, when taken together with all other Proceedings, have uninsured claims for damages in excess of Fifteen Thousand and no/100 (\$15,000.00). There is no condemnation, environmental, or zoning proceedings instituted or planned to be instituted that would affect the Property and has not received notice of any special assessment proceedings affecting the Property. Seller shall notify Buyer promptly of any such proceedings or litigation.

(i) Seller is not a "foreign person" as defined in § 1445 of the Internal Revenue Code of 1986, as amended, and the Income Tax Regulations thereunder.

(j) Seller owns fee simple title to the Property.

(k) There exists no material defaults, events which, with giving of notice or passage of time, or both, would constitute a material default that would give rise to a termination right (i) by Seller under the Contracts, (ii) by the tenant or their respective party under any Lease except as described in the Rent Roll, or (iii) by the respective other parties to any of the Contracts.

(l) There exists no violation or noncompliance events, which, with the giving of notice or passage of time, or both, would constitute a violation or noncompliance under the Deed Restrictions.

(m) There will be no outstanding written or oral contracts made by Seller for any improvements to the Property which have not been fully paid for and Seller shall cause to be discharged or bonded over all mechanics' and materialmen's liens arising from any labor or materials furnished to the Property prior to the time of Closing.

(n) There are no obligations in connection with the Property which could be binding upon Buyer or affect the Property after Closing and there are no assessments or bonds assessed or, to the knowledge of Seller, proposed to be assessed, against the Property. There are no existing or proposed easements, covenants, conditions, restrictions, agreements, or other documents which affect title to the Property and which are not disclosed by the Title Policy. Seller has not granted any option or right of first refusal or first opportunity to any party to acquire any interest in any of the Property.

(o) No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or threatened against Seller, nor are any such proceedings contemplated by Seller.

(p) Seller has no actual knowledge of any prior owner or occupant of the Property having engaged in or permitted any activity on the Property involving the handling, manufacture, treatment, storage, use, release, or disposal of any "Hazardous Materials" (defined below), or has transferred Hazardous Materials from the Property to another location in violation of any applicable codes, laws, rules, or regulations. Seller has not received written notice that removal or other remedial action with respect to Hazardous Materials in, on, under, or about the Property is required by any governmental authority having jurisdiction over the Property. Further, the best of Seller's actual knowledge, (a) there are no Hazardous Materials present on or under the Property or any property adjacent to the Property; (b) there is no asbestos present at, contained in, or forming part of any building, structure, or facility at the Property; (c) there is no mold, yeast, fungi, or other similar biological agent, whether visible or invisible, or hidden, that exceeds permissible or regulated limits, requires remediation or abatement, or may have adverse health effects contained in or forming part of any improvement on the Property; and (d) Seller has provided to Buyer all assessments, reports, data, results of investigations or audits, or other information that is in Seller's possession or reasonable control relating to the environmental matters at or the environmental condition of the Property. For purposes of this Agreement, the term "Hazardous Materials" shall mean any toxic or hazardous waste, material or substance, including, without limitation, asbestos, asbestos containing materials, petroleum, petroleum products, or underground storage tanks now or previously containing any other Hazardous Materials, substances defined as "hazardous substances." "Hazardous waste" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; Hazardous Materials Transportation Act, 49 U.S.C. § 1801; and Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; and other substances defined as hazardous waste and/or hazardous substances in applicable state or local laws and/or in any regulations and publications promulgated pursuant to said laws and shall also include mold (which has been or is proven to be harmful to human beings), fungus (which has been or is proven to be harmful to human beings), and toxic mycotoxin spores.

(q) There are no underground storage tanks or other storage tanks on, in, or under the Property that contain, or were designed or used to store, Hazardous Materials.

(r) Seller has not received any notice, of any liens, or other legal actions to be assessed or which anyone claims or has a right to claim, against the Property.

(s) To Seller's knowledge, the Property complies with all applicable Federal, State, and municipal laws, ordinances, rules, and regulations, including, but not limited to zoning and building codes, rules or regulations, fire codes, rules or regulations and environmental laws, rules and regulations (including, but not limited to, those laws, rules and regulations related to wetlands protection).

(t) Prior to Closing, Seller shall continue to lease units at the Property in accordance with its normal business practices and shall continue to operate the Property in accordance with its prior practices.

(u) Prior to Closing, Seller shall establish and deliver to Buyer an itemized list of all the Personal Property to be conveyed to Buyer with the Land and Improvements.

(v) Prior to Closing, Seller shall establish and deliver to Buyer an itemized list of all the Intangible Property to be conveyed to Buyer with the Land and Improvements.

All representations and warranties of Seller contained herein shall survive the execution and delivery of this Agreement, the Deed and the Closing for a period of three (3) years from Closing, and any claim from breach thereof must be commenced, if at all, within such three (3) year period. If, at any time prior to Closing, Seller shall discover that any representation or warranty contained in this Section 5.2 is, or has become, inaccurate in any material respect Seller shall so notify Buyer in writing (the "Correction Notice"), and Buyer shall have the right by notice given in writing not more than five (5) business days after receipt of the Correction Notice to terminate this Agreement, and be entitled to seek recovery of its out-of-pocket costs.

ARTICLE 6

CLOSING

6.1 Conditions Precedent to Closing.

(a) The obligation of Seller to sell the Property to Buyer pursuant to this Agreement is subject to the satisfaction or waiver of the following conditions;

(i) Buyer's payment of the Purchase Price to Seller in accordance with the terms of this Agreement; and

(ii) Buyer has made all deposits and deliveries which are due to Title Company.

If any of the foregoing conditions have not been satisfied by the scheduled Closing Date, then unless Seller waives such conditions in writing or proceeds to close the transaction (in which event such conditions shall be deemed waived), the Agreement shall be deemed terminated, and Seller shall have no further obligation to sell the Property to Buyer.

(b) Buyer's obligation to purchase the Property shall be subject to the satisfaction or waiver of the following conditions precedent:

(i) The due performance by Seller of each and every undertaking and agreement to be performed by Seller hereunder;

(ii) The representations and warranties of Seller contained in this Agreement shall be true and correct as of the Closing Date.

(ii) The written irrevocable commitment of Title Company to issue, upon the sole condition of the payment of its regularly scheduled premium, Buyer's Title Policy, together with such endorsements Buyer requests in the event any of the conditions set forth in this Section 6.1 are not fulfilled or waived, this Agreement shall terminate, all rights and obligations hereunder of each party shall be at an end, and neither party shall have any further liability hereunder except for those obligations that expressly survive the termination of this Agreement. Either Party may, at its election, at any time or times on or before the date specified for the satisfaction of the condition, waive in writing the benefit of any of the conditions set forth in Sections 6.1.a. and 6.1.b. above. In any event, Buyer's consent to the Closing pursuant to this Agreement shall waive any remaining unfulfilled conditions.

(iv) If Buyer is required to get a Phase II Environmental Site Assessment, then a site assessment report that is determined to be satisfactory to the Buyer, in the Buyer's sole and absolute discretion.

6.2 **Place and Date.** (a) The Closing (the "Closing") shall occur on or before October 31, 2024 (the "Closing Date"), at the offices of the Title Company, unless the parties mutually agree in writing upon another place, time or date, and at Seller's or Buyer's election, the Closing may be effectuated by forwarding all executed documents and other items necessary to affect the Closing to the Title Company, without the necessity of the parties actually being present at the office of the Title Company for the Closing. The date of Closing can be extended by written agreement of the Buyer and Seller.

(b) Phase II Requirement. If for any reason the Buyer is required to get a Phase II Environmental Site Assessment, all remaining contingency deadlines and the Closing date will be automatically extended by Sixty (60) days.

6.3 **Possession.** Possession of the Property shall be delivered to Buyer at the Closing.

6.4 **Proration.** All rents, other amounts payable by the tenants under the Leases, income, utilities, and all other operating expenses with respect to the Property for the month in which the Closing occurs, and real estate and personal property taxes and other assessments and any payments in lieu of taxes with respect to the Property for the year in which the Closing occurs, shall be prorated to the date of Closing, with Buyer receiving the benefits and burdens of ownership on Closing. Proration shall be made consistent with local customs and practices, including, without limitation, proration of real estate taxes based on the fiscal year.

(a) If the Closing shall occur before rents and all other amounts payable by the tenants under the Leases and all other income from the Property have actually been paid for the month in which the Closing occurs, the apportionment of such rents and other amounts and other income shall be upon the basis of such rents, other amounts and other income actually received by Seller. Subsequent to the Closing, if any rents and other income are actually received by Buyer for periods prior to the Closing, all such amounts shall first be applied to post-closing rents due to

Buyer and the balance shall be immediately paid by Buyer to Seller. Buyer shall make a good faith effort and attempt to collect any such rents and other amounts and other income, not apportioned at the Closing for the benefit of the Seller; provided, however, that Buyer shall not be required to expend any funds or institute any litigation in its collection efforts. Nothing in this paragraph shall restrict Seller's right to collect delinquent rents directly from tenant by any legal means but not prior to sixty (60) days after the Closing.

(b) If the Closing shall occur before the actual amount of utilities and all other operating expenses with respect to the Property for the month in which the Closing occurs are determined, and apportionment of such utilities and other operating expenses shall be upon the basis of a reasonable estimate by Seller and approved by Buyer of such utilities and other operating expenses for such month. Subsequent to the Closing, when the actual amount of such utilities and other operating expenses with respect to the Property for the month in which the Closing occurs are determined, the parties agree to adjust the proration of such utilities and other operating expenses and, if necessary, to refund or repay such sums as shall be necessary to affect such adjustment.

6.5 **Closing Costs.** Except as otherwise expressly provided herein, Buyer shall pay, on Closing the cost of all recording fees, city, county, and state transfer and excise taxes, any escrow fees, Broker sales commissions and the costs of any ALTA extended coverage and *any* endorsements to the owner's policy.

6.6 **Seller's Deliveries at Closing.** At the Closing, Seller shall deliver the following:

(a) **Deed.** A Statutory Warranty Deed (the "Deed"), duly authorized executed and acknowledged, conveying the Land and Improvements to Buyer.

(b) **Rent Roll.** A rent roll for the Property (the "Closing Rent Roll") dated as of Closing and certified by Seller listing each tenant, the monthly base rent payable, lease expiration date, refundable security deposit and any other refundable deposits or prepaid rent paid by such tenant, reflecting any rent due at the time of closing, and containing such other information as is contained on the Rent Roll.

(c) **Leases.** The originals of all the Leases in the possession of Seller (to be delivered in place at the Property). Buyer shall receive the security deposits (i.e., all amounts due to tenants under the Leases) and Seller's liability for the last month's rent, and all other prepaid rents, including, without limitation, all interest accrued on such amounts in accordance with the terms of the Leases or applicable law which must be paid to tenants.

(d) **Keys and Plans.** Keys and/or codes to all locks and security devices or systems, and to the extent available all plans and specifications for the Property, if in the possession of Seller or its fee manager, which shall be delivered to Buyer's representative at the Property.

(e) **Costs and Fees.** All costs and fees required to be paid by Seller pursuant to this Agreement.

(f) **Contracts.** The originals of all the Contracts, if any, in the possession of Seller (to be delivered in place at the Property).

(g) **Foreign Person.** A certification of Seller certifying that Seller is not a “foreign person,” in the form of **Exhibit F** attached hereto and made a part hereof, and any required Montana tax affidavits.

(h) **Disclosure Schedule.** The Disclosure Schedule as appropriate, in the form of **Exhibit D** attached hereto and made a part hereof.

(i) **Other Seller Deliveries.** Such other instruments, affidavits and tax returns as are customarily executed by Seller of an interest in real property in connection the required Montana tax affidavits.

6.7 **Buyer’s Deliveries at Closing.** At the Closing, Buyer shall deliver to Title Company for delivery to Seller, the following:

(a) **Purchase Price.** The balance of the Purchase Price by wire transfer of immediately available funds.

(b) **Evidence of Authority.** Such organizational and authorizing documents of Buyer as shall be reasonably required by the Title Company, authorizing Buyer’s acquisition of the Property pursuant to this Agreement and the execution of this Agreement and any documents to be executed by Buyer at the Closing.

6.8 **Documents to be Executed by Seller and Buyer.** At the Closing, Seller and Buyer shall also execute and deliver to the Title Company the following for delivery of an original, fully executed counterpart to Seller and Buyer, respectively, at Closing:

(a) **Bill of Sale and Assignment and assumption of Personal Property Service Contracts, Warranties, Leases, and Permits.** Assignment in the form agreed upon by the Buyer and Seller.

(b) **Closing Statements.** Closing statements prepared by the Title Company reflecting all payments, proration, charges, and costs of transfer.

6.9 **Risk of Loss.** Risk of loss or damage to the Property or any part of it by fire, storm, burglary, vandalism, or other casualty between the effective date of this Agreement and the date of closing is retained by the Seller. If prior to the date of closing all or a material portion of the Property is damaged, destroyed or taken by right of eminent domain, the Buyer may, by written notice to the Seller, elect to cancel this Agreement. If the Buyer elects to cancel this Agreement, both parties will be relieved of and released from any further liability or obligation under this Agreement, and the Seller will repay to the Buyer all amounts paid or deposited pursuant to this Agreement. If the Buyer does not cancel this Agreement, the Agreement will remain in full force and effect, and the Seller will assign to the Buyer all right to recovery on account of such damage, destruction or taking.

ARTICLE 7

OPERATING COVENANTS

7.1 **Maintenance and Leasing of Property.** Between the Effective Date and the Closing, Seller shall maintain the Property in the same order, condition, and repair, reasonable wear and tear excepted, shall perform all work required to be performed by the landlord under the terms of any Lease, shall make all repairs, maintenance and replacements to the Property and any Personal Property consistent with past operating practices, and shall operate the Property in material compliance with all applicable laws, rules, and regulations and otherwise in the same manner as before the making of this Agreement, as if Seller were retaining the Property. Any Personal Property that is removed shall be replaced by Seller with personal property or such asset of at least equal quality and utility. Seller shall use commercially reasonable efforts until Closing to lease any vacant space, or space becoming vacant, to tenants utilizing the criteria Seller used prior to execution of this Agreement. Seller shall not, after the Effective Date, enter into any lease (except in the case of residential leases or as provided in the preceding sentence) or contract affecting the Property, or any amendment thereof, or permit any tenant to enter into any sublease, assignment or agreement pertaining to the Property, or waive, compromise or settle any rights of Seller under any Contract, or modify, amend, or terminate any Contract, without in each case obtaining Buyer's prior written consent thereto, which consent shall not be unreasonably withheld

7.2 **Vacated and Leased Units.** Prior to and as of the Closing Date, Seller shall cause all vacant units vacated more than twenty (20) days prior to the Closing to be made tenant ready and available for occupancy to the next available tenant, in accordance with Seller's reasonable operating policies. As of the Effective Date, eighteen (18) of the Lots located on the Property are occupied, while Zero (0) of the Lots located on the Property are vacant.

7.3 **Insurance.** Through Closing, Seller shall maintain or cause to be maintained in full force and effect, at Seller's sole cost and expense: (a) a policy or policies of casualty insurance, each in the amount and form consistent with what is generally maintained in the industry for similar properties; and (b) a policy or policies of workers' compensation and employers' liability insurance, commercial general liability insurance, and automobile liability insurance, each in compliance with law and consistent with what is generally maintained in the industry for similar properties.

7.4 **Seller Cooperation.** Seller shall cooperate and do all acts as may be reasonably required or requested by Buyer and with regard to obtaining any necessary consent and approval to transfer the Property as contemplated hereunder, without any cost or expense to Seller. Seller hereby irrevocably authorizes Buyer and its agents to make all inquiries with and applications to any third party, including any governmental authority, as Buyer may reasonably require to complete its due diligence.

7.5 **No Modification to Title.** From and after the Effective Date, Seller shall not take any actions that would, (i) create any additional, or modify, amend, or terminate any existing covenants, conditions, restrictions, easements, liens, rights, right of way, or other encumbrances affecting title the Property, or (ii) modify the current zoning, land use entitlements or permits

affecting the Property, without in each case obtaining Buyer's prior written consent thereto, which consent shall not be unreasonably withheld.

7.6 **Marketing.** From and after the Effective Date, Seller can continue to seek back up offers.

ARTICLE 8

MISCELLANEOUS

8.1 **Notices.** All notices, demands, and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be given by either: (a) personal delivery to the address below, as evidenced by written receipt therefore, whether or not actually received by the person to whom addressed with a copy via telecopy; (b) certified mail, return receipt requested, addressed to the intended recipient at the address specified below, whether or not actually received by the person to whom addressed with a copy via telecopy; or (c) by a nationally recognized overnight delivery service such as FedEx, addressed to such party at the address specified below, whether or not actually received by the person to whom addressed with a copy via telecopy. Such notices shall be deemed delivered on the date shown on the delivery receipt as the date of delivery, the date delivery was refused or the date the item was returned as undeliverable. For purposes of this Section 10.1 the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to Seller:

Heather Grenier
HRDC
206 E Griffin Dr
Bozeman, MT 59715
Phone: 406-587-4486
Email: hgrenier@thehrdc.org

If to Buyer:

Danielle Maiden, Cooperative Housing Director
NeighborWorks Montana
PO Box 1025
Great Falls, MT 59403
Phone: 406-407-6444
Email: dmaiden@nwmt.org

8.2 **Entire Agreement.** This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written or written agreements

between the parties, nor any representation made by either party relative to the subject matter hereof, which are not expressly set forth herein.

8.3 **Amendment.** This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

8.4. **Headings.** The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

8.5 **Time of Essence.** Time is of the essence of this Agreement; however, if the final date of any period which is set out in any provisions of this Agreement falls on a Saturday, Sunday, or legal holiday under the law of the United States or the State of Montana, then in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday, or legal holiday.

8.6 **Governing Law.** This Agreement shall be governed by the laws of the State of Montana without regard to principles of conflicts of laws.

8.7 **Assignment.** This Agreement shall bind and inure to the benefit of Seller and Buyer and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns. Buyer may assign its purchase rights under this Agreement, at or before the Closing, to an entity owned or controlled, directly or indirectly, by Buyer, or as otherwise provided in Section 9.15 of this Agreement.

8.8 **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never compromised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

8.9 **Facsimile Deemed Original.** This Agreement and any amendment hereto, may be executed and distributed by facsimile or electronically and a copy of this Agreement and any amendment thereto executed and distributed by facsimile or electronically shall be deemed an original for all purposes.

8.10 **Attorneys' Fees.** In the event it becomes necessary for either party hereto to take legal action to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages, as provided herein, reasonable attorneys' fees incurred in such legal action.

8.11 **Multiple Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement.

8.12 **No Recordation.** Seller and Buyer hereby acknowledge that neither this Agreement nor any memorandum of affidavit thereof shall be recorded of public record in any county.

8.13 **Merger Provision.** Except as otherwise expressly provided herein, any and all rights of action of Buyer for any breach by Seller of any representation, warranty, or covenant contained in this Agreement shall merge with the Deed and other instruments executed at Closing, shall terminate at Closing and shall not survive Closing.

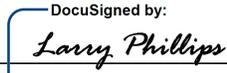
8.14 **Confidentiality.** Buyer shall keep confidential and shall not disclose the terms of the transfers contemplated in this Agreement, including, without limitation, the Purchase Price and all other financial terms, without the written consent of Seller, except to Buyer's directors, officers, parties, investors, lenders, employees, legal counsel, accountants, engineers, architects, financial advisors, and similar professionals and consultants to the extent such party deems it necessary or appropriate in connection with the transaction contemplated hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

SELLER:

By:  DocuSigned by:
HRDC 47D4FA44BB... Heather Grenier
President/CEO

BUYER:

By:  DocuSigned by:
AC0593ACF4B443C... Larry Phillips
Larry Phillips
Real Estate Lending Director

BUYER:

By:  DocuSigned by:
264FFBB15657454... Danielle Maiden
Danielle Maiden
Cooperative Housing Director

EXHIBIT A

Legal Description

CALDWELL ADD, S01, T01 S, R04 E, BLOCK 1, Lot 1-5, ACRES 0.895, PLUS VACANT ALLEYS

and

CALDWELL ADD, S01, T01 S, R04 E, BLOCK 1, Lot 8-9, ACRES 0.161, PLUS VACANT ALLEYS

EXHIBIT B
Due Diligence List

- (i) Seller's existing policy of title insurance, a preliminary title report and any other documents or items relating to the state of title to the Property;
- (ii) Seller's existing survey of the Property, if any, and any updated, recertified or new survey obtained by Buyer at its sole cost and expense (the "Survey");
- (iii) copies of all current approvals and permits relative to the construction and operation of the property as a Mobile Home Park, and copies of all permits, plans, specifications, and approvals for any expansion or land use change planned or underway;
- (iv) any information, notices, plans, specifications, or estimates regarding and septic, sewer or water improvement projects planned or underway and any environmental, health department, or Department of Environmental Quality reports or notices affecting the property, or water, septic or sewer system;
- (v) copies of all contracts pertaining to the Property (the "Contracts") including but not limited to employment, rent supplement, management agreements, or service contracts;
- (vi) the Leases or rental agreements;
- (vii) copies of any notices of liens provided to the Seller by holders of liens on tenants' manufacture homes;
- (viii) copies of any pending eviction actions, notices to quit and writs of possession;
- (ix) a rent roll (the "Rent Roll") for each of the past three months which contains an accurate and complete list of all presently effective Leases and listing each tenant, the monthly base rent payable, lease expiration date, refundable security deposit and any other refundable deposits or prepaid rent paid by such tenant, reflecting any rent due at the time the Rent Roll is prepared, and containing such other information as may be desired by Buyer, provided, however, Buyer shall comply with any Federal or State requirements to maintain the privacy requirements of Tenants information contained on Rent Roll. Updated rent rolls will be provided upon request;
- (x) financial statements and operating budgets for the Property including operating statements for the Property for the most recent calendar year and prior two years, certificates of occupancy and reports on historical and proposed capital expenditures;
- (xi) copies of the most recent tax bills covering all taxes and assessments due for the property, and the last twelve months of utility bills;
- (xii) all Regulatory and Use Agreements or any other Deed Restriction whether recorded or not which impose effecting leasing and affordability restriction or requirements on the units within the Property (the "Deed Restrictions");

(xiii) any engineering or environmental reports prepared by or on behalf of Seller, soil boring test, as-built plans and specifications;

(xiv) all other documentation reasonably required by Buyer to assess the impact of the Sale on the Property's taxes (i.e., assessment);

(xv) any other agreements, documents, plans, or information, including but not limited to environmental or hazardous material information, in the possession or control of Seller that materially affect the ownership, use or operation of the Property (provided that such information is not privileged or contains Seller's internal underwriting or financial analysis of the Property).

All information provided by Seller to Buyer or obtained by Buyer relating to the Property in the course of Buyer's review, including, without limitation, any environmental assessment or audit (collectively, the "Reports") shall be treated as confidential information by Buyer and Buyer shall instruct all of its employees, agents, representatives, and contractors as to the information's confidentiality. Seller acknowledges that Buyer may intend to apply for financing from public agencies and that information submitted to such agencies, including any Reports, will become public records that will not be subject to any agreement between Buyer and Seller regarding confidentiality.

EXHIBIT C
Personal Property

OFFICE OF THE GOVERNOR
STATE OF MONTANA

GREG GIANFORTE
GOVERNOR



KRISTEN JURAS
LT. GOVERNOR

December 13, 2023

Doug Russell, City Manager
City of Kalispell
201 1st Avenue East
Kalispell, MT 59901

Re: Notice of Community Development Block Grant Awards

Dear City Manager Russell:

Congratulations! On behalf of the State of Montana, it is my pleasure to notify you that the City of Kalispell has been selected for Community Development Block Grant awards in the amount of \$750,000 for wastewater updates for the Green Acres community, and \$750,000 for water and sewer updates for the Morning Star community.

Projects such as yours help promote and strengthen our communities, while supporting residents with good-paying jobs.

All awardees will be contacted directly with more information in the upcoming weeks by program staff. If you have any questions, please contact the Community MT Division at the Montana Department of Commerce at 406-841-2770 or DOCCDD@mt.gov.

Again, congratulations. I wish you great success on the completion of your projects.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Gianforte".

Greg Gianforte
Governor



April 23, 2024

To Whom It May Concern:

This letter will confirm that NeighborWorks Montana (NWMT) has obligated \$84,479 for the Bakken Home Infill Project at Northwood Community, Inc.

Please let me know if you require further documentation.

DocuSigned by:
Kaia Peterson
DDF9273DF0CE4BD...

Kaia Peterson
Executive Director

Together we strengthen our communities by providing education and financing that gives every Montanan the opportunity to live in a home where they can thrive.

Page 110



April 23, 2024

Dear Ms. Stobie-Quinn:

NeighborWorks Montana is interested in acquiring property you own at 6125 Mullan Road, Missoula, MT 59808 for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD).

Please be advised that NeighborWorks Montana does not have authority to acquire your property by eminent domain. In the event we cannot reach an amicable agreement for the purchase of your property, we will not pursue this proposed acquisition.

We are prepared to offer you \$2,700,000.00 to purchase your property. We believe this amount represents the current market value of your property. Please contact us at your earliest convenience if you are interested in selling your property.

In accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), owner-occupants who move as a result of a voluntary acquisition are not eligible for relocation assistance.

If you have any questions about this notice or the proposed project, please contact Danielle Maiden, Cooperative Housing Director, dmaiden@nwmt.org or 406-407-6444.

Sincerely,

DocuSigned by:
Danielle Maiden
264FFBB15657454...

Danielle Maiden
Cooperative Housing Director





April 23, 2024

Dear Ms. Stobie-Quinn:

NeighborWorks Montana is interested in acquiring property you own at 6125 Mullan Road, Missoula, MT 59808 for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD).

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DocuSigned by:

264FFBB15657454...

Danielle Maiden
Cooperative Housing Director

Together we strengthen our communities by providing education and financing that gives every Montanan the opportunity to live in a home where they can thrive.

Page 112

OFFICE OF THE GOVERNOR
STATE OF MONTANA

GREG GIANFORTE
GOVERNOR



KRISTEN JURAS
LT. GOVERNOR

June 8, 2023

Jerry Bennett
Lincoln County
512 California Avenue
Libby, MT 59923

Re: 2023 Renewable Resource Grant Award

Dear Jerry,

Congratulations! On behalf of the State of Montana, it is my pleasure to notify you that \$125,000 in the DNRC Renewable Resource Grant and Loan Program (RRGL) funding has been awarded through House Bill 6 for your Libby Creek Community Water and Wastewater Improvements project.

Projects such as yours help conserve, manage, develop, and protect Montana's renewable resources for future generations.

An RRGL grant manager will be contacting you shortly with more information. Please feel free to contact Lindsay Volpe, RRGL Program Manager, at 406-444-9766 or lmvolpe@mt.gov, if you have any questions.

Again, congratulations. I wish you great success in the completion of your project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Gianforte".

Greg Gianforte
Governor



April 23, 2024

Dear Mr. Fraker:

NeighborWorks Montana is interested in acquiring property you own at 2405 West College Street, Bozeman, MT 59718 for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD).

Please be advised that NeighborWorks Montana does not have authority to acquire your property by eminent domain. In the event we cannot reach an amicable agreement for the purchase of your property, we will not pursue this proposed acquisition.

We are prepared to offer you \$7,300,000.00 to purchase your property. We believe this amount represents the current market value of your property. Please contact us at your earliest convenience if you are interested in selling your property.

In accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), owner-occupants who move as a result of a voluntary acquisition are not eligible for relocation assistance.

If you have any questions about this notice or the proposed project, please contact Danielle Maiden, Cooperative Housing Director, dmaiden@nwmt.org or 406-407-6444.

Sincerely,

DocuSigned by:
Danielle Maiden
264FFBB15657454...

Danielle Maiden
Cooperative Housing Director





April 23, 2024

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Sincerely,

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Danielle Maiden
264FFBB15657454...

Danielle Maiden
Cooperative Housing Director

Together we strengthen our communities by providing education and financing that gives every Montanan the opportunity to live in a home where they can thrive.

Page 115

Attachment G: Application Certification and Standard
Montana Department of Commerce, State of Montana

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OPPORTUNITY & PACKAGE DETAILS:

Opportunity Number:	FR-6700-N-99
Opportunity Title:	Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Competition
Opportunity Package ID:	PKG00285107
CFDA Number:	14.024
CFDA Description:	Community Development Block Grant- PRICE Competition
Competition ID:	FR-6700-N-99
Competition Title:	Fiscal Years 2023 and 2024 Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Competition MODIFICATION
Opening Date:	02/28/2024
Closing Date:	07/10/2024
Agency:	Department of Housing and Urban Development
Contact Information:	Robert Peterson

APPLICANT & WORKSPACE DETAILS:

Workspace ID:	WS01330590
Application Filing Name:	Montana PRICE Proposal
UEI:	QP1EAYPHGCD6
Organization:	DEPARTMENT OF COMMERCE MONTANA
Form Name:	Applicant and Recipient Assurances and Certifications (HUD-424B)
Form Version:	1.0
Requirement:	Mandatory
Download Date/Time:	May 24, 2024 12:06:17 PM EDT
Form State:	No Errors

FORM ACTIONS:

Instructions for the HUD-424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications, which replace any requirement to submit an SF-424-B or SF-424-D. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant:

*Authorized Representative Name:

Prefix: *First Name:
Middle Name:
*Last Name:
Suffix:

*Title:

*Applicant Organization:

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion sex (including gender identity and sexual orientation), disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which

is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

7. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

8. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct.

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

*Signature:

Completed Upon Submission to Grants.gov

*Date:

Completed Upon Submission to
Grants.gov

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Opportunity Number:	FR-6700-N-99
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Agency:	Department of Housing and Urban Development
Contact Information:	Robert Peterson

APPLICANT & WORKSPACE DETAILS:

Workspace ID:	WS01330590
Application Filing Name:	Montana PRICE Proposal
UEI:	QP1EAYPHGCD6
Organization:	DEPARTMENT OF COMMERCE MONTANA
Form Name:	Assurances for Construction Programs (SF-424D)
Form Version:	1.1
Requirement:	Optional
Download Date/Time:	May 24, 2024 12:20:26 PM EDT
Form State:	No Errors

FORM ACTIONS:[CHECK FOR ERRORS](#)[SAVE](#)[PRINT](#)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL Completed on submission to Grants.gov	TITLE Deputy Director
APPLICANT ORGANIZATION State of Montana Department of Commerce	DATE SUBMITTED Completed on submission to Grants.gov

SF-424D (Rev. 7-97) Back

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Contact Information:	Robert Peterson

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Workspace ID:	WS01330590
Application Filing Name:	Montana PRICE Proposal
UEI:	QP1EAYPHGCD6
Organization:	DEPARTMENT OF COMMERCE MONTANA
Form Name:	Assurances for Non-Construction Programs (SF-424B)
Form Version:	1.1
Requirement:	Optional
Download Date/Time:	May 24, 2024 12:21:44 PM EDT
Form State:	No Errors

FORM ACTIONS:[CHECK FOR ERRORS](#)[SAVE](#)[PRINT](#)

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

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As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
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7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>Completed on submission to Grants.gov</p>	<p>TITLE</p> <p>Deputy Director</p>
<p>APPLICANT ORGANIZATION</p> <p>State of Montana Department of Commerce</p>	<p>DATE SUBMITTED</p> <p>Completed on submission to Grants.gov</p>

Standard Form 424B (Rev. 7-97) Back

Appendix B.II State

PRICE CERTIFICATIONS FOR STATE APPLICANTS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the State certifies that:

Affirmatively Further Fair Housing -- The State will affirmatively further fair housing.

The Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended (URA), and Residential Anti-displacement and Relocation Assistance Plan (RARAP) -- It will comply with the acquisition and relocation requirements of the URA (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR part 24. It has in effect and is following a RARAP as required under 24 CFR part 42 in connection with any activity assisted with funding under either the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the State's knowledge and belief:

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

Authority of State -- The submission of the PRICE application is authorized under State law and the State possesses the legal authority to carry out the programs under the consolidated plan for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken PRICE funds are consistent with the strategic plan in the State's consolidated plan.

Section 3 -- It will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 75.

Build America, Buy America (BABA) -- It will comply with Title IX, subpart A of the Infrastructure Investment and Jobs Act of 2021 (41 U.S.C. 8301 et seq.)

Public Participation -- It is in full compliance with the PRICE streamlined public participation requirements found in Section VI.E of the PRICE NOFO and each unit of general local government that receives assistance from the State is in full compliance with the same.

Consultation with Local Governments --

1. It has consulted with affected units of local government in the non-entitlement area of the State in determining the method of distribution of funding, if applicable;
2. It engages in or will engage in planning for community development activities;
3. It provides or will provide technical assistance to units of local government in connection with community development programs; and
4. It will not refuse to distribute funds to any unit of general local government based on the particular eligible activity selected by the unit of general local government to meet its community development needs, except that a State is not prevented from establishing priorities in distributing funding based on the activities selected.

Local Needs Identification – It will require each unit of general local government to be funded to identify its community development and housing needs, including the needs of low-income and moderate-income families, and the activities to be undertaken to meet these needs.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR parts 91 and 570.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with PRICE funds, it has developed its proposal to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The proposal may also include activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional PRICE Certification).
2. Overall Benefit. The aggregate use of PRICE funds shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons.
3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with PRICE funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if PRICE funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with PRICE funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than PRICE funds. In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than PRICE funds if the jurisdiction certifies that it lacks PRICE funds to cover the assessment.

Excessive Force -- It will require units of general local government that receive CDBG funds to certify that they have adopted and are enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K and R; and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

Compliance with RFRA -- The grant will be conducted and administered in conformity with the requirements of the Religious Freedom Restoration Act (42 U.S.C. 2000bb) and 24 CFR 5.109, allowing the full and fair participation of faith-based entities.

Environmental Review -- It will comply with environmental review procedures and requirements at 24 CFR part 58.

Compliance with Laws -- It will comply with applicable laws.

DocuSigned by:

C1288DD421CA4E2... Signature of Authorized Official

5/24/2024
_____ Date

Deputy Director
_____ Title

Attachment H: Summary of Comments
Montana Department of Commerce, State of Montana

Summary of Citizen Participation and Consultation Process

The Montana Department of Commerce published the Preservation and Reinvestment Initiative for Community Enhancement application to our website on May 29, 2024, encouraging public comment. In addition, notification regarding the public hearing was sent to our extensive list of interested parties. A public hearing is scheduled for June 21, 2024, below is a summary of comments received both in writing and verbally.

Content to be provided post public participation.

This Workspace form is one of the forms you need to complete prior to submitting your Application Package. This form can be completed in its entirety offline using Adobe Reader. You can save your form by clicking the "Save" button and see any errors by clicking the "Check For Errors" button. In-progress and completed forms can be uploaded at any time to Grants.gov using the Workspace feature.

When you open a form, required fields are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message. Additional instructions and FAQs about the Application Package can be found in the Grants.gov Applicants tab.

OPPORTUNITY & PACKAGE DETAILS:

Opportunity Number:	FR-6700-N-99
Opportunity Title:	Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Competition
Opportunity Package ID:	PKG00285107
CFDA Number:	14.024
CFDA Description:	Community Development Block Grant- PRICE Competition
Competition ID:	FR-6700-N-99
Competition Title:	Fiscal Years 2023 and 2024 Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Competition MODIFICATION
Opening Date:	02/28/2024
Closing Date:	07/10/2024
Agency:	Department of Housing and Urban Development
Contact Information:	Robert Peterson

APPLICANT & WORKSPACE DETAILS:

Workspace ID:	WS01330590
Application Filing Name:	Montana PRICE Proposal
UEI:	QP1EAYPHGCD6
Organization:	DEPARTMENT OF COMMERCE MONTANA
Form Name:	Application for Federal Assistance (SF-424)
Form Version:	4.0
Requirement:	Mandatory
Download Date/Time:	May 24, 2024 04:18:45 PM EDT
Form State:	No Errors

FORM ACTIONS:

CHECK FOR ERRORS

SAVE

PRINT

Application for Federal Assistance SF-424*** 1. Type of Submission:**

- Preapplication
 Application
 Changed/Corrected Application

*** 2. Type of Application:**

- New
 Continuation
 Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**
 Completed by Grants.gov upon submission.
4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:**6. Date Received by State:**

7. State Application Identifier:

8. APPLICANT INFORMATION:*** a. Legal Name:** State of Montana Department of Commerce*** b. Employer/Taxpayer Identification Number (EIN/TIN):**
 81-0302402
*** c. UEI:**
 QP1EAYPHGCD6
d. Address:*** Street1:**
 301 S. Park Ave

Street2:

*** City:**
 Helena

County/Parish:

*** State:**
 MT: Montana

Province:

*** Country:**
 USA: UNITED STATES
*** Zip / Postal Code:**
 59620-0528
e. Organizational Unit:

Department Name:

 Department of Commerce

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

*** First Name:**
 Melissa

Middle Name:

*** Last Name:**
 Higgins

Suffix:

Title:

 Housing Program Executive

Organizational Affiliation:

*** Telephone Number:**
 14068412092

Fax Number:

*** Email:**
 melissa.higgins@mt.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

A: State Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.024

CFDA Title:

Community Development Block Grant- PRICE Competition

*** 12. Funding Opportunity Number:**

FR-6700-N-99

* Title:

Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Competition

13. Competition Identification Number:

FR-6700-N-99

Title:

Fiscal Years 2023 and 2024 Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Competition MODIFICATION

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Montana's Preservation and Reinvestment Initiative for Community Enhancement

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	50,422,744.55
* b. Applicant	0.00
* c. State	8,179,117.00
* d. Local	0.00
* e. Other	273,679.00
* f. Program Income	0.00
* g. TOTAL	58,875,540.55

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on .
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed: Page 134

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name: State of Montana Department of Commerce

3. Travel											
3a. Transportation - Local Private Vehicle				HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Mileage	Rate per Mile	Estimated Cost									
Annual onsite visit for audit of Sub-Grantee	1,200	\$0.72	\$864	\$864							
Onsite survey at project locations	7,870	\$0.75	\$5,919	\$5,919							
Subtotal - Trans - Local Private Vehicle			\$6,783	\$6,783							
3b. Transportation - Airfare (show destination)				HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Trips	Fare	Estimated Cost									
Subtotal - Transportation - Airfare											
3c. Transportation - Other				HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Quantity	Unit Cost	Estimated Cost									
Subtotal - Transportation - Other											
3d. Per Diem or Subsistence (indicate location)				HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Days	Rate per Day	Estimated Cost									
Meals-onsite Audit subrecipient	6	\$35.93	\$216	\$216							
Meals-onsite survey project location	25	\$51.31	\$1,283	\$1,283							
Lodging-onsite survey project locations over 380 miles	9	\$237.20	\$2,135	\$2,135							
Subtotal - Per Diem or Subsistence			\$3,633	\$3,633							
Total Travel Cost			\$10,416	\$10,416							
4. Equipment (Only items over \$5,000 Depreciated value)				HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Quantity	Unit Cost	Estimated Cost									
Total Equipment Cost											

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name: State of Montana Department of Commerce											
5. Supplies and Materials (Items under \$5,000 Depreciated Value)											
5a. Consumable Supplies	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Consumable Supplies											
5b. Non-Consumable Materials											
5b. Non-Consumable Materials	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Laptop	1	\$3,000.00	\$3,000	\$3,000							
Chair	1	\$600.00	\$600	\$600							
Ergonomic Desk Set-up	1	\$1,500.00	\$1,500	\$1,500							
Subtotal - Non-Consumable Materials			\$5,100	\$5,100							
Total Supplies and Materials Cost			\$5,100	\$5,100							
6. Consultants (Type)											
6. Consultants (Type)	Days	Rate per Day	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Total Consultants Cost											
7. Contracts and Sub-Grantees (List individually)											
7a. Contracts	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Contracts			\$0	\$0							
7b. Sub-Grantees (List individually)											
7b. Sub-Grantees (List individually)	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
NeighborWorks Montana	1	\$57,378,349	\$57,378,349	\$48,925,553	\$8,452,796						
Subtotal - Sub-Grantees			\$57,378,349	\$48,925,553	\$8,452,796						
Total Contracts and Sub-Grantees Cost			\$57,378,349	\$48,925,553	\$8,452,796						

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name: State of Montana Department of Commerce

8. Construction Costs											
8a. Administrative and legal expenses	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Administrative and legal expenses											
8b. Land, structures, rights-of way, appraisal, etc	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Land, structures, rights-of way, ...											
8c. Relocation expenses and payments	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Relocation expenses and payments											
8d. Architectural and engineering fees	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Architectural and engineering fees											
8e. Other architectural and engineering fees	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Other architectural and engineering fees											
8f. Project inspection fees	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Project inspection fees											

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name: State of Montana Department of Commerce											
	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
8g. Site work											
Subtotal - Site work											
8h. Demolition and removal											
Subtotal - Demolition and removal											
8i. Construction											
Subtotal - Construction											
8j. Equipment											
Subtotal - Equipment											
8k. Contingencies											
Subtotal - Contingencies											
8l. Miscellaneous											
Subtotal - Miscellaneous											
Total Construction Costs											

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name: Montana Homeownership Network dba NeighborWorks Montana
Applicant Address: 17 5th Street South
Great Falls, MT 59401

Category				Detailed Description of Budget (for full grant period)							
	Estimated Hours	Rate per Hour	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
1. Personnel (Direct Labor)											
Position or Individual											
Cooperative Housing Director	4,472	48.24	\$215,715	\$215,715							
ROC Post-Purchase Manager	4,472	37.07	\$165,779	\$165,779							
ROC Acquisition Specialist	2,808	37.07	\$104,094	\$104,094							
ROC Program Specialist	4,160	33.11	\$137,754	\$137,754							
ROC Program Specialist	4,160	33.11	\$137,754	\$137,754							
ROC Program Specialist	4,056	33.11	\$134,310	\$134,310							
Administrative Specialist	4,368	24.37	\$106,464	\$106,464							
Compliance Specialist	9,360	37.07	\$346,979	\$346,979							
Total Direct Labor Cost			\$1,348,849	\$1,348,849							
2. Fringe Benefits											
	Rate (%)	Base	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Total Direct Labor Cost	25.00%	\$1,348,849	\$337,212	\$337,212							
Total Fringe Benefits Cost			\$337,212	\$337,212							

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name: Montana Homeownership Network dba NeighborWorks Montana

3. Travel											
3a. Transportation - Local Private Vehicle	Mileage	Rate per Mile	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Travel to ROC communities	121,800	\$0.560	\$68,208	\$68,208							
Subtotal - Trans - Local Private Vehicle			\$68,208	\$68,208							
3b. Transportation - Airfare (show destination)	Trips	Fare	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Transportation - Airfare											
3c. Transportation - Other	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Transportation - Other											
3d. Per Diem or Subsistence (indicate location)	Days	Rate per Day	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Meals - In State	696	\$ 35.72	\$24,859	\$24,859							
Subtotal - Per Diem or Subsistence			\$24,859	\$24,859							
Total Travel Cost			\$93,067	\$93,067							
4. Equipment (Only items over \$5,000 Depreciated value)	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Total Equipment Cost											

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name: Montana Homeownership Network dba NeighborWorks Montana

5. Supplies and Materials (Items under \$5,000 Depreciated Value)											
5a. Consumable Supplies	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Consumable Supplies											
5b. Non-Consumable Materials	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Laptops	6	\$3,000.00	\$18,000	\$18,000							
Subtotal - Non-Consumable Materials			\$18,000	\$18,000							
Total Supplies and Materials Cost			\$18,000	\$18,000							
6. Consultants (Type)	Days	Rate per Day	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Resident training	48	\$1,250.00	\$60,000	\$60,000							
Disaster preparedness support	100	\$1,250.00	\$125,000	\$125,000							
Total Consultants Cost			\$185,000	\$185,000							
7. Contracts and Sub-Grantees (List individually)											
7a. Contracts	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Country Court Infrastructure	1	\$224,326	\$224,326	\$224,326	\$0	\$0	\$0	\$0		\$0	
Green Acres Infrastructure	1	\$1,553,719	\$1,553,719	\$779,219	\$774,500	\$750,000	\$0	\$0		\$24,500	
Hideaway Community Infrastructure	1	\$3,210,313	\$3,210,313	\$2,300,113	\$910,200	\$0	\$0	\$875,000		\$35,200	
Morning Star Infrastructure	1	\$3,009,717	\$3,009,717	\$859,717	\$2,150,000	\$750,000	\$500,000	\$875,000		\$25,000	
Belgrade Trailer Court Infrastructure	1	\$2,135,155	\$2,135,155	\$2,135,155	\$0	\$0	\$0	\$0		\$0	
Stans Garden Community Infrastructure	1	\$449,360	\$449,360	\$449,360	\$0	\$0	\$0	\$0		\$0	
Crossroads Cooperative Infrastructure	1	\$5,783,956	\$5,783,956	\$5,783,956	\$0	\$0	\$0	\$0		\$0	
Pleasant Park Community Infrastructure	1	\$3,267,236	\$3,267,236	\$3,267,236	\$0	\$0	\$0	\$0		\$0	
Clear Creek Court Infrastructure	1	\$3,891,400	\$3,891,400	\$3,320,283	\$571,117	\$366,117	\$0	\$125,000		\$80,000	
Northwood Community Infrastructure	1	\$1,276,712	\$1,276,712	\$962,233	\$314,479	\$230,000	\$0	\$0		\$84,479	
Libby Creek Community Infrastructure	1	\$3,423,683	\$3,423,683	\$465,683	\$2,958,000	\$580,000	\$1,363,000	\$600,000		\$415,000	
Bonnies Place Infrastructure	1	\$1,121,343	\$1,121,343	\$1,121,343	\$0	\$0	\$0	\$0		\$0	
Buena Vista Community Infrastructure	1	\$421,586	\$421,586	\$421,586	\$0	\$0	\$0	\$0		\$0	
Two Rivers Community Infrastructure	1	\$768,740	\$768,740	\$768,740	\$0	\$0	\$0	\$0		\$0	
Sleeping Giant Community Infrastructure	1	\$1,695,793	\$1,695,793	\$1,695,793	\$0	\$0	\$0	\$0		\$0	
View Vista Community Infrastructure	1	\$6,295,603	\$6,295,603	\$5,521,103	\$774,500	\$750,000	\$0	\$15,000		\$9,500	
Centennial Trail Community Infrastructure	1	\$411,275	\$411,275	\$411,275	\$0	\$0	\$0	\$0		\$0	
One Mile HUD-24-CPA structure	1	\$2,827,059	\$2,827,059	\$2,827,059	\$0	\$0	\$0	\$0		\$0	

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name: Montana Homeownership Network dba NeighborWorks Montana											
Belgrade TC Acquisition	1	\$985,000	\$985,000	\$985,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Old Hellgate Village Acquisition	1	\$2,150,000	\$2,150,000	\$2,150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
West College Park Acquisition	1	\$6,000,000	\$6,000,000	\$6,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Missoula Midtown Small Park Acquisition	1	\$1,689,613	\$1,689,613	\$1,689,613	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Northwood Stabilization	1	\$825,000	\$825,000	\$825,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Crossroads Cooperative Stabilization	1	\$950,000	\$950,000	\$950,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Great Falls MH Home Project Development	1	\$800,000	\$800,000	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal - Contracts			\$55,166,587	\$46,713,791	\$8,452,796	\$3,426,117	\$1,863,000	\$2,490,000	\$0	\$673,679	
7b. Sub-Grantees (List individually)	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Sub-Grantees			\$0	\$0							
Total Contracts and Sub-Grantees Cost			\$55,166,587	\$46,713,791	\$8,452,796	\$3,426,117	\$1,863,000	\$2,490,000	\$0	\$673,679	\$0

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name: Montana Homeownership Network dba NeighborWorks Montana

8. Construction Costs											
	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
8a. Administrative and legal expenses											
Subtotal - Administrative and legal expenses											
8b. Land, structures, rights-of way, appraisal, etc											
Subtotal - Land, structures, rights-of way, ...											
8c. Relocation expenses and payments											
Subtotal - Relocation expenses and payments											
8d. Architectural and engineering fees											
Subtotal - Architectural and engineering fees											
8e. Other architectural and engineering fees											
Subtotal - Other architectural and engineering fees											
8f. Project inspection fees											
Subtotal - Project inspection fees											

Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017
Expiration: 1/31/2026

Applicant Name: Montana Homeownership Network dba NeighborWorks Montana											
	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
8g. Site work											
Subtotal - Site work											
8h. Demolition and removal											
Subtotal - Demolition and removal											
8i. Construction											
Subtotal - Construction											
8j. Equipment											
Subtotal - Equipment											
8k. Contingencies											
Subtotal - Contingencies											
8l. Miscellaneous											
Subtotal - Miscellaneous											
Total Construction Costs											

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OPPORTUNITY & PACKAGE DETAILS:

Opportunity Number:	FR-6700-N-99
Opportunity Title:	Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Competition
Opportunity Package ID:	PKG00285107
CFDA Number:	14.024
CFDA Description:	Community Development Block Grant- PRICE Competition
Competition ID:	FR-6700-N-99
Competition Title:	Fiscal Years 2023 and 2024 Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Competition MODIFICATION
Opening Date:	02/28/2024
Closing Date:	07/10/2024
Agency:	Department of Housing and Urban Development
Contact Information:	Robert Peterson

APPLICANT & WORKSPACE DETAILS:

Workspace ID:	WS01330590
Application Filing Name:	Montana PRICE Proposal
UEI:	QP1EAYPHGCD6
Organization:	DEPARTMENT OF COMMERCE MONTANA
Form Name:	HUD Applicant-Recipient Disclosure Report
Form Version:	4.0
Requirement:	Mandatory
Download Date/Time:	May 24, 2024 04:13:37 PM EDT
Form State:	No Errors

FORM ACTIONS:

CHECK FOR ERRORS

SAVE

PRINT

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing and Urban Development

OMB Number: 2501-0017
Expiration Date: 01/31/2026

Applicant/Recipient Information * UEI Number: * Report Type:

1. Applicant/Recipient Name, Address, and Phone (include area code):

* Applicant Name:

* Street1:

Street2:

* City:

County:

* State:

* Zip Code:

* Country:

* Phone:

2. Employer ID Number (do not include individual social security numbers):

* 3. HUD Program Name:

* 4. Amount of HUD Assistance Requested/Received: \$

5. State the name and location (street address, City and State) of the project or activity:

* Project Name:

* Street1:

Street2:

* City:

County:

* State:

* Zip Code:

* Country:

Part I Threshold Determinations

* 1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. For further information see 24 CFR Sec. 4.3.

Yes No

* 2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1-Sep. 30)? For further information, see 24 CFR 4.9.

Yes No

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. However, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name:

* Government Agency Name:

State of Montana Department of Commerce

Government Agency Address:

* Street1: 301 S. Park Ave

Street2:

* City: Helena

County:

* State: MT: Montana

* Zip Code: 59620

* Country: USA: UNITED STATES

* Type of Assistance: Grant

* Amount Requested/Provided: \$ 5,386,117.00

* Expected Uses of the Funds:

Water and Sewer Infrastructure

Department/State/Local Agency Name:

* Government Agency Name:

Montana Department of Natural Resources and Conservation

Government Agency Address:

* Street1: 1539 11th Ave

Street2:

* City: Helena

County:

* State: MT: Montana

* Zip Code: 59601

* Country: USA: UNITED STATES

* Type of Assistance: Grant

* Amount Requested/Provided: \$ 2,793,000.00

* Expected Uses of the Funds:

Water and Sewer Infrastructure

Note: Use additional pages if necessary.

Applicant Disclosure Report_Fund

Add Attachment

Delete Attachment

View Attachment

Part III Interested Parties. You must disclose:

1. All developers, contractors, or consultants involved in the application for assistance or in the planning, development, or implementation of the project or activity.

* Alphabetical list of all persons with a reportable financial interest in the project or activity (for individuals, give the last name first)

* Unique Entity ID

* Type of Participation in Project/Activity

* Financial Interest in Project/Activity (\$ and %)

Montana Homeownership Network		Sub-recipient	\$	57,378,349.00	97.00	%
			\$			%
			\$			%
			\$			%
			\$			%

2. Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

* Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)

City of Residence

* Type of Participation in Project/Activity

* Financial Interest in Project/Activity (\$ and %)

			\$			%
			\$			%
			\$			%
			\$			%
			\$			%

Note: Use additional pages if necessary.

Add Attachment

Delete Attachment

View Attachment

Certification

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, correct, and accurate.

Warning: If you knowingly make a false statement on this form, you may be subject to criminal and/or civil penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

* Signature:

* Date: (mm/dd/yyyy)

Completed Upon Submission to Grants.gov

Completed Upon Submission to Grants.gov

Instructions

Overview.

A. Coverage. You must complete this report if:

- (1) You are applying for assistance from HUD for a specific project or activity **and** you have received, or expect to receive, assistance from HUD in excess of \$200,000 during the fiscal year;
- (2) You are updating a prior report as discussed below; or
- (3) You are submitting an application for assistance to an entity other than HUD, a State or local government if the application is required by statute or regulation to be submitted to HUD for approval or for any other purpose.

B. Update reports (filed by "Recipients" of HUD Assistance):

General. All recipients of covered assistance must submit update reports to the Department to reflect substantial changes to the initial applicant disclosure reports.

Line-by-Line Instructions.

Applicant/Recipient Information.

All applicants for HUD competitive assistance, must complete the information required in blocks 1-5 of form HUD-2880:

1. Enter the full name, address, city, State, zip code, and telephone number (including area code) of the applicant/recipient. Where the applicant/recipient is an individual, the last name, first name, and middle initial must be entered.
2. Entry of the applicant/recipient's EIN, as appropriate, is optional. Individuals must not include social security numbers on this form.
3. Applicants enter the HUD program name under which the assistance is being requested.
4. Applicants enter the amount of HUD assistance that is being requested. Recipients enter the amount of HUD assistance that has been provided and to which the update report relates. The amounts are those stated in the application or award documentation. NOTE: In the case of assistance that is provided pursuant to contract over a period of time (such as project-based assistance under section 8 of the United States Housing Act of 1937), the amount of assistance to be reported includes all amounts that are to be provided over the term of the contract, irrespective of when they are to be received.
5. Applicants enter the name and full address of the project or activity for which the HUD assistance is sought. Recipients enter the name and full address of the HUD-assisted project or activity to which the update report relates. The most appropriate government identifying number must be used (e.g., RFP No.; IFB No.; grant announcement No.; or contract, grant, or loan No.) Include prefixes.

Part I. Threshold Determinations - Applicants Only

Part I contains information to help the applicant determine whether the remainder of the form must be completed. Recipients filing Update Reports should not complete this Part.

If the answer to **either** questions 1 or 2 is No, the applicant need not complete Parts II and III of the report but must sign the certification at the end of the form.

Part II. Other Government Assistance and Expected Sources and Uses of Funds.

A. Other Government Assistance. This Part is to be completed by both applicants and recipients for assistance and recipients filing update reports. Applicants and recipients must report any other government assistance involved in the project or activity for which assistance is sought. Applicants and recipients must report any other government assistance involved in the project or activity. Other government assistance is defined in note 4 on the last page. For purposes of this definition, other government assistance is expected to be made available if, based on an assessment of all the circumstances involved, there are reasonable grounds to anticipate that the assistance will be forthcoming.

Both applicant and recipient disclosures must include all other government assistance involved with the HUD assistance, as well as any other government assistance that was made available before the request, but that has continuing vitality at the time of the request. Examples of this latter category include tax credits that provide for a number of years of tax benefits, and grant assistance that continues to benefit the project at the time of the assistance request.

The following information must be provided:

1. Enter the name and address, city, State, and zip code of the government agency making the assistance available.
2. State the type of other government assistance (e.g., loan, grant, loan insurance).
3. Enter the dollar amount of the other government assistance that is, or is expected to be, made available with respect to the project or activities for which the HUD assistance is sought (applicants) or has been provided (recipients).
4. Uses of funds. Each reportable use of funds must clearly identify the purpose to which they are to be put. Reasonable aggregations may be used, such as "total structure" to include a number of structural costs, such as roof, elevators, exterior masonry, etc.

B. Non-Government Assistance. Note that the applicant and recipient disclosure report must specify all expected sources and uses of funds - both from HUD and any other source - that have been or are to be, made available for the project or activity. Non-government sources of Form HUD-2880 funds typically include (but are not limited to) foundations and private contributors.

Part III. Interested Parties.

This Part is to be completed by both applicants and recipients filing update reports. Applicants must provide information on:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower). Note: A financial interest means any financial involvement in the project or activity, including (but not limited to) situations in which an individual or entity has an equity interest in the project or activity, shares in any profit on resale or any distribution of surplus cash or other assets of the project or activity, or receives compensation for any goods or services provided in connection with the project or activity. Residency of an individual in housing for which assistance is being sought is not, by itself, considered a covered financial interest.

The information required below must be provided.

1. Enter the full names and addresses. If the person is an entity, the listing must include the full name and address of the entity as well as the CEO. Please list all names alphabetically.
2. Entry of the Unique Entity Identifier (UEI), for non-individuals, or city of residence, for individuals, for each organization and person listed is **optional**.
3. Enter the type of participation in the project or activity for each person listed: i.e., the person's specific role in the project (e.g., contractor, consultant, planner, investor).
4. Enter the financial interest in the project or activity for each person listed. The interest must be expressed both as a dollar amount and as a percentage of the amount of the HUD assistance involved.

Note that if any of the source/use information required by this report has been provided elsewhere in this application package, the applicant need not repeat the information, but need only refer to the form and location to incorporate it into this report. (It is likely that some of the information required by this report has been provided on SF 424A, or on various budget forms accompanying the application.) If this report requires information beyond that provided elsewhere in the application package, the applicant must include in this report all the additional

information required. Recipients must submit an update report for any change in previously disclosed sources and uses of funds as provided in Section I.D.5., above.

Notes:

1. All citations are to 24 CFR Part 4, which was published in the Federal Register. [April 1, 1996, at 63 Fed. Reg. 14448.]
2. Assistance means any contract, grant, loan, cooperative agreement, or other form of assistance, including the insurance or guarantee of a loan or mortgage, that is provided with respect to a specific project or activity under a program administered by the Department. The term does not include contracts, such as procurements contracts, that are subject to the Fed. Acquisition Regulation (FAR) (48 CFR Chapter 1).
3. See 24 CFR §4.9 for detailed guidance on how the threshold is calculated.

4. "Other government assistance" is defined to include any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the Federal government (other than that requested from HUD in the application), a State, or a unit of general local government, or any agency or instrumentality thereof, that is, or is expected to be made, available with respect to the project or activities for which the assistance is sought.

5. For the purpose of this form and 24 CFR Part 4, "person" means an individual (including a consultant, lobbyist, or lawyer); corporation; company; association; authority; firm; partnership; society; State, unit of general local government, or other government entity, or agency thereof (including a public housing agency); Indian tribe; and any other organization or group of people.

NonGovernment Fund Sources:

Non-Government Agency Name: NeighborWorks Montana
Non-Government Agency Address: 17 5th Street South Great Falls MT 59401
Type of Assistance: Grant
Amount Requested/Provided: \$ 84,479.00
Expected Uses of the Funds: In fill into vacant lots

Non-Government Agency Name: ROC Investment-Green Acres Cooperative, Inc.
Non-Government Agency Address: 1721 South Woodland Drive, #15 Kalispell, MT 59901
Type of Assistance: Grant
Amount Requested/Provided: \$ 24,500.00
Expected Uses of the Funds: Water and Sewer Projects

Non-Government Agency Name: ROC Investment-Hideaway Community
Non-Government Agency Address: 3849 Hwy 40 West Columbia Falls, MT 59912
Type of Assistance: Grant
Amount Requested/Provided: \$ 35,200.00
Expected Uses of the Funds: Water and Sewer Projects

Non-Government Agency Name: ROC Investment-Morning Star
Non-Government Agency Address: 1717 South Woodland Drive Kalispell, MT 59901
Type of Assistance: Grants
Amount Requested/Provided: \$ 25,000.00
Expected Uses of the Funds: Water and Sewer Projects

Non-Government Agency Name: ROC Investment-Clear Creek Court
Non-Government Agency Address: 632 14th Ave. Havre, MT 59501
Type of Assistance: Grants
Amount Requested/Provided: \$ 80,000.00
Expected Uses of the Funds: Water and Sewer Projects

Non-Government Agency Name: ROC Investment-Libby Creek Community
Non-Government Agency Address: 34561 US Highway 2 Libby MT 59923
Type of Assistance: Grants
Amount Requested/Provided: \$ 15,000.00
Expected Uses of the Funds: Water and Sewer Projects

Non-Government Agency Name: ROC Investment-View Vista Community, Inc.
Non-Government Agency Address: 1 View Vista Drive Livingston, MT
Type of Assistance: Grants

Amount Requested/Provided:
Expected Uses of the Funds:

Water and Sewer Projects

9,500

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OPPORTUNITY & PACKAGE DETAILS:

Opportunity Number:	FR-6700-N-99
Opportunity Title:	Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Competition
Opportunity Package ID:	PKG00285107
CFDA Number:	14.024
CFDA Description:	Community Development Block Grant- PRICE Competition
Competition ID:	FR-6700-N-99
Competition Title:	Fiscal Years 2023 and 2024 Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Competition MODIFICATION
Opening Date:	02/28/2024
Closing Date:	07/10/2024
Agency:	Department of Housing and Urban Development
Contact Information:	Robert Peterson

APPLICANT & WORKSPACE DETAILS:

Workspace ID:	WS01330590
Application Filing Name:	Montana PRICE Proposal
UEI:	QP1EAYPHGCD6
Organization:	DEPARTMENT OF COMMERCE MONTANA
Form Name:	Disclosure of Lobbying Activities (SF-LLL)
Form Version:	2.0
Requirement:	Mandatory
Download Date/Time:	May 24, 2024 12:11:17 PM EDT
Form State:	No Errors

FORM ACTIONS:[CHECK FOR ERRORS](#)[SAVE](#)[PRINT](#)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

Review Public Burden Disclosure Statement

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

4. Name and Address of Reporting Entity:

Prime SubAwardee

* Name: State of Montana Department of Commerce

* Street 1: 301 S. Park Ave * Street 2:

* City: Helena * State: MT: Montana * Zip: 59620

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: Department of Housing and Urban Developm	7. * Federal Program Name/Description: Community Development Block Grant- PRICE Competition
	CFDA Number, if applicable: 14.024

8. Federal Action Number, if known:	9. Award Amount, if known: \$
--	---

10. a. Name and Address of Lobbying Registrant:

Prefix * First Name N/A Middle Name * Last Name N/A Suffix

* Street 1 N/A * Street 2 * City N/A * State * Zip

b. Individual Performing Services (including address if different from No. 10a)

Prefix * First Name N/A Middle Name * Last Name N/A Suffix

* Street 1 N/A * Street 2 * City N/A * State * Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* Signature: Completed on submission to Grants.gov

* Name: Prefix * First Name Mandy Middle Name * Last Name Rambo Suffix

Title: Deputy Director Telephone No.: 14068412727 Date: Completed on submission to Grants.gov

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Agency:	Department of Housing and Urban Development
Contact Information:	Robert Peterson

APPLICANT & WORKSPACE DETAILS:

Workspace ID:	WS01330590
Application Filing Name:	Montana PRICE Proposal
UEI:	QP1EAYPHGCD6
Organization:	DEPARTMENT OF COMMERCE MONTANA
Form Name:	Grants.gov Lobbying Form
Form Version:	1.1
Requirement:	Optional
Download Date/Time:	May 24, 2024 12:17:36 PM EDT
Form State:	No Errors

FORM ACTIONS:[CHECK FOR ERRORS](#)[SAVE](#)[PRINT](#)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*** APPLICANT'S ORGANIZATION**

State of Montana Department of Commerce

*** PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

Prefix: * First Name: Middle Name:

* Last Name: Suffix:

* Title:

* SIGNATURE:

* DATE:

Appendix B.VII Lobbying Certification for All Applicants

LOBBYING CERTIFICATION FOR ALL APPLICANTS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

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

DocuSigned by:
Mandy Rambo Signature of Authorized Official
C1288DD421CA4E2...

5/24/2024 Date

Deputy Director Title