

**KNOX COUNTY HOME REHABILITATION PROGRAM**  
*PRESERVING THE QUALITY OF OUR EXISTING AFFORDABLE  
MANUFACTURED HOUSING STOCK*

**2024 PRESERVATION AND REINVESTMENT INITIATIVE FOR COMMUNITY ENHANCEMENT  
(PRICE) MAIN GRANT PROPOSAL**

SUBMITTED BY: KNOX COUNTY, TENNESSEE

## CONTENTS

EXHIBIT A: EXECUTIVE SUMMARY .....	4
EXHIBIT B: THRESHOLD REQUIREMENTS AND OTHER SUBMISSION .....	6
EXHIBIT C: NEED .....	9
<b>APPLICATION CATEGORY</b> .....	10
<b>PROJECT AREA AND NEED</b> .....	10
<b>DISTRESS CRITERIA</b> .....	11
<b>DISASTER RESILIENCE</b> .....	12
<b>BARRIERS</b> .....	12
EXHIBIT D: SOUNDNESS OF APPROACH .....	14
<b>PROJECT DESCRIPTION, MANAGEMENT, AND IMPACT</b> .....	15
<b>AFFORDABILITY AND EQUITY</b> .....	19
<b>ENVIRONMENT AND RESILIENCE</b> .....	19
<b>COMMUNITY ENGAGEMENT</b> .....	21
EXHIBIT E: CAPACITY .....	23
<b>APPLICANT EXPERIENCE</b> .....	24
<b>PROMOTING RACIAL EQUITY</b> .....	26
<b>ENVIRONMENTAL REVIEWS</b> .....	26
<b>CROSS-CUTTING FEDERAL REQUIREMENTS</b> .....	26
EXHIBIT F: MATCH OR LEVERAGE .....	28
<b>LEVERAGED RESOURCES</b> .....	29
<b>CONTINGENCY PLAN</b> .....	29
EXHIBIT G: LONG TERM EFFECT .....	30
APPENDICES .....	32
<b>APPENDIX A: SHARE OF HOUSEHOLDS WITH AN ANNUAL INCOME LESS THAN \$100,000</b> .....	33
<b>APPENDIX B: MANUFACTURED AND MOBILE HOMES IN KNOX COUNTY, TN</b> .....	34
<b>APPENDIX C: MANUFACTURED HOME COMMUNITIES IN KNOX COUNTY, TN</b> .....	35
<b>APPENDIX D: PRIORITY POPULATIONS MAP</b> .....	36
<b>APPENDIX E: KCHR WAITLIST – MANUFACTURED HOMES</b> .....	37

ATTACHMENT A: ADVANCING RACIAL EQUITY ..... 38

ATTACHMENT B: AFFIRMATIVE MARKETING ..... 40

ATTACHMENT C: AFFIRMATIVELY FURTHERING FAIR HOUSING ..... 42

ATTACHMENT D: ELIGIBLE APPLICANT DOCUMENTATION ..... 44

ATTACHMENT E: EVIDENCE OF PARTNERSHIP LETTERS ..... 48

ATTACHMENT F: MATCH OR LEVERAGE DOCUMENTATION ..... 50

ATTACHMENT G: CERTIFICATIONS AND STANDARD FORMS ..... 52

ATTACHMENT H: SUMMARY OF PUBLIC COMMENTS..... 54

### ACRONYM AND ABBREVIATION LIST

AMI	Area Median Income
CEP	Citizen Engagement Plan
CDBG	Community Development Block Grant
CEJST	Climate & Economic Justice Screening Tool
DBE	Disadvantaged Business Enterprise
FEMA	Federal Emergency Management Agency
HOME	HOME Investment Partnerships Program
HUD	U.S. Department of Housing and Urban Development
KCGCD	Knox County Grants and Community Development
KCHR	Knox County Home Rehabilitation
LEP	Limited English Proficiency
LMI	Low-to-Moderate-Income
MHC	Manufactured Housing Community
MSA	Metropolitan Statistical Area
NEPA	National Environmental Policy Act
NoFo	Notification of Funding Opportunity
ULTRA	Uniform Residential Landlord Tenant Act

# EXHIBIT A: EXECUTIVE SUMMARY

*“Knox County Home Rehabilitation Program: Preserving the Quality of Our Existing Affordable Manufactured Housing Stock”*

Knox County Grants and Community Development (KCGCD) seeks to utilize funding provided through the Preservation and Reinvestment Initiative for Community Enhancement (PRICE) grant to provide essential emergency and minor home repairs for a minimum of 400 owner-occupied manufactured housing units. This initiative specifically targets critical deficiencies that threaten the safety, health, and security of residents, ensuring that the most vulnerable populations receive timely and effective support.

Administered by KCGCD, the Knox County Home Rehabilitation (KCHR) Program collaborates with licensed contractors for both emergency and minor repairs. The strategic goals of the KCHR program include supporting aging in place, preserving affordable homeownership, enhancing accessibility and safety, fostering housing stability, and building generational wealth for low- to moderate-income homeowners living within Knox County.

The KCHR program represents a proactive and strategic effort by Knox County to improve the living conditions of our most vulnerable residents through leveraging federal funds and community resources to enhance the quality, resilience, and long-term affordability of the County’s housing stock.

**EXHIBIT B: THRESHOLD  
REQUIREMENTS AND OTHER  
SUBMISSION**

***Knox County, Tennessee*** meets all the Threshold and Other Submission Requirements specified in the PRICE Competition Notice of Funding Opportunity (NoFo).

## **RESOLUTION OF CIVIL RIGHTS MATTERS**

Knox County has no outstanding civil rights matters. The County complies with federal civil rights laws and regulations, ensuring that all residents, including those in low-income households, have equal access to housing and community services.

## **ELIGIBLE APPLICANT**

Knox County is eligible to apply for the PRICE Competition as a local government.

*UEI:* HLNTP7H1UCM7

## **NUMBER OF APPLICATIONS**

Knox County is submitting one application for the Knox County Home Rehabilitation Program (KCHR) under the PRICE Main competition.

## **STANDARD FORMS, ASSURANCES, CERTIFICATIONS AND DISCLOSURES**

The following application forms, assistance, certifications, and disclosures are included in the attachments of this PRICE application:

- Standard Form 424 (SF-424) Application for Federal Assistance
- Assurances (HUD 424-B)
- Budget Form (424-CBW)
- Assurances for Non-Construction Programs (SF-424B)
- Assurances for Construction Programs (SF-424D)
- Applicant Disclosure Report Form 2880 (HUD 2880)
- Disclosure of Lobbying Activities (SF-LLL)
- Certification of Lobbying Activities
- Affirmatively Furthering Fair Housing

The Federal Assistance Representations and Certifications were completed in SAM.gov. The expiration date for Knox County's certification is March 20, 2025.

Knox County's Code of Conduct has been submitted to HUD.

## **FAIR HOUSING AND NONDISCRIMINATION**

Knox County's Title VI Management Policy contains the authorities, responsibilities, complaint procedures, training, and dissemination of Title VI information across the County. The County's Title VI Management Policy is available, but not limited to, the public, subrecipients, contractors, employees, and vendors on the County's website. KCGCD is committed to affirmatively furthering Fair Housing as a HUD entitlement grantee.

## **LIMITED ENGLISH PROFICIENCY (LEP)**

Language assistance, including interpretation and translation, is available through Knox County's Human Resources Department. KCGCD will arrange for interpretation for LEP persons upon request and to the best of its ability for any program, activity, or service. All Public Notices regarding Knox County's draft application and public hearings for the PRICE grant will contain contact information for the Foreign Language Academy for interpretation or translation service regarding the notice. Public Notices will also be available in Spanish on the KCGCD webpage. Additionally, we will coordinate with local area nonprofits to advertise the program to underserved and LEP communities. Program information and applications for assistance will be available in English and Spanish. If interested applicants need applications, documents, or translation services in another language, KCGCD will coordinate translation both oral and written with the Knox County Human Resources Department.

## **PHYSICAL ACCESSIBILITY**

Knox County provides citizens with reasonable and timely access to local public hearings relating to the County's proposed and actual use of the PRICE funds. Public hearings will be located at handicapped accessible locations at times that are generally convenient to the public. All hearings will be hosted in a hybrid format to accommodate those who are unable to attend in person. Public notices regarding the hearings will contain contact information on how to request accommodation, such as interpretation. KCGCD's Policies and Procedures address the requirements of Section 504- Handicap Accessibility.

## **ENVIRONMENTAL REVIEW**

In accordance with HUD regulations, the environmental effects of each activity carried out with federal funds is assessed. Knox County is responsible for conducting an environmental review of projects selected for the KCHR in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) and the related authorities listed in HUD's implementing regulations at 24 CFR Parts 50 and 58. Compliance with environmental review requirements is mandatory prior to the applicant entering into any choice-limiting agreements or taking any physical action on a dwelling unit.

## **AFFORDABILITY**

Knox County will follow the affordability standards outlined in the NoFo for all PRICE assisted manufactured housing. The KCHR program encourages access to resources and financing for underserved communities and persons by providing grant assistance to make eligible emergency repairs and providing 0% loans for minor home repairs.



## EXHIBIT C: NEED

## APPLICATION CATEGORY

Located in the heart of East Tennessee, *Knox County, Tennessee* sits at the foothills of the Great Smoky Mountains and encompasses both the City of Knoxville and a variety of rural communities within its 500 square mile footprint. Over the past four decades, the county has experienced rapid population growth resulting in a significant need for additional safe and affordable housing. In 1980, the county's population stood at 320,000, but by early 2024, that number had increased by 64%, and today over 500,000 people call Knox County home. To further support the County's ongoing efforts to meet the housing needs of our low- to moderate-income residents, Knox County is applying for funding through the U.S. Department of Housing and Urban Development's (HUD) **PRICE Grant under the PRICE Main Category**.

## PROJECT AREA AND NEED

According to the East Tennessee Realtors' *2023 State of Housing Report*, home prices in the Knoxville Metropolitan Statistical Area (MSA) increased 15.9% from the fourth quarter of 2022 to the fourth quarter of 2023. Additionally, due to the mortgage lending rates hitting 7% or more<sup>1</sup> monthly mortgage payments have risen by over 20% since 2022 resulting in thousands of potential homebuyers now being priced out of the market. With median-priced single family homes being priced at \$324,000, a November 2023 study from Redfin, showed that home buyers in the Knoxville MSA needed to have an annual household income of \$102,276 to buy a home in the area. Per the *2022 American Community Survey*, the median household income in Knox County is \$68,580, making homeownership out of reach for nearly two-thirds of our residents (see **Appendix A**).

While our current housing market is challenging for residents at all income levels, the increase in home prices and limited housing supply brought on by the county's rapid growth in population have resulted in extremely limited housing options for the county's low-to-moderate-income (LMI) residents. Despite the availability of federal affordable housing programs, including Section 8 Housing Choice Vouchers, Public Housing, and numerous supportive housing programs, the demand for affordable housing has significantly outpaced supply. In the County's *2022 Report on Homelessness*, a lack of affordable housing was Knox County's leading cause of homelessness, or becoming at risk of homelessness. With evidence-based research proving time and again that access to stable, safe, and affordable housing is critical for social health and emotional well-being, Knox County is committed to addressing the housing needs of all residents to ensure our community remains a vibrant and thriving place to live, work, and play.

While Knox County is currently supporting multiple projects focused on the development of additional affordable housing units, the significance of our housing shortage demands that we equally prioritize the goal of preserving the naturally occurring affordable housing options currently available within our community. One way in which the County is supporting this goal is through the expansion of our Knox County Home Repair (KCHR) program. For many years, the County has operated this program for low- to moderate-income homeowners through

---

<sup>1</sup> <https://www.redfin.com/news/homebuyer-income-afford-home-record-high/>

subrecipient contracts with local nonprofits; however, the increased demand for homeowner assistance has now exceeded the capacity of these nonprofits and resulted in a backlog of homes in need of critical repairs. To better serve our residents, the County has increased funding for the program and brought the operations and management of the KCHR program in-house under the Knox County Grants and Community Development Department (KCGCD). The County has hired additional housing staff, and now with these subject-matter experts onboard, KCGCD has the capacity to meet the emergency repair needs of the 663 homeowners currently on the nonprofit's waitlist.

The current housing situation in Knox County underscores the urgency of prioritizing initiatives that uphold the preservation of naturally occurring affordable housing options and the expansion of affordable housing. KCHR primarily involves cases of critical failing housing systems, which impact the health and safety of the residents, or pose a threat to the integrity of the structure. Through subrecipient execution of the KCHR, since HUD Program Year 2019, repairs have been provided to 219 households, 50.2% of which were female-headed and 43.4% of which were extremely low income, or 30% or below AMI.

The median value of a manufactured home in Knox County is currently \$61,200. When compared to the county's \$324,000 median home price, it is clear that maintaining the manufactured housing stock in the county is essential to preserving the county's naturally occurring affordable housing stock. Currently, 202 of the residents on the County's inherited waitlist live in manufactured housing, and while the County has funding set aside for critical emergency repairs focused on habitability, for a home to be a place where a family can thrive and increase generational wealth, a larger financial investment will be required. The funding requested in our PRICE grant application would provide not only the additional investment needed to ensure these homes promote the well-being of the residents living within them but would also allow us the opportunity to improve a significant number of additional homes to meet the County's goal of ensuring our stock of manufactured housing is safe and continues to remain affordable to our low- to moderate-income residents for many years to come.

Our proposed PRICE project, the Knox County Home Rehabilitation Program (KCHR) will provide emergency and minor home repairs for LMI manufactured homeowners in unincorporated areas of the County, outside the boundaries of the City of Knoxville and the Town of Farragut. Within the County 12,826 residents reside in 4,986 owner-occupied manufactured housing units. (see **Appendix B and C**).

## **DISTRESS CRITERIA**

Knox County communities do not meet federally defined Distress Criteria; however, 11.6% of residents are living in poverty.<sup>2</sup> The Knoxville-Knox County Planning Commission has identified census tracts in Knox County that are considered Priority Populations. Priority Populations are neighborhoods characterized by above-average concentrations of socioeconomic

---

<sup>2</sup> U.S. Census Bureau, "2022 American Community Survey"

stress. Very High Priority areas lack access to housing, services, and community infrastructure, while also experiencing economic stress and sensitivity to societal changes. In 2022, Knox County Census Tracts 43, 48, 54.02, 62.08 63.02, and 65.02 were identified as Priority Populations (**see Appendix D**). While manufactured homes on the KCHR waitlist are spread throughout the County, manufactured homes on the waitlist in zip codes 37914 and 37918 fall within these vulnerable populations. These are two of the highest-need zip codes on the KCHR waitlist, making up 31.2% of the manufactured homes waiting for repair (**see Appendix E**). The median income for both zip codes are well below the median for the County, with residents in 37914 having a median household income of \$49,909 and residents in 37918 at \$43,606.

## **DISASTER RESILIENCE**

While Knox County is not considered a Community Disaster Resilience Zone, the East Tennessee region is prone to a variety of natural disasters, including tornadoes, flooding, and extreme weather. The Climate and Economic Justice Screening Tool (CEJST) has identified 28 Census Tracts in Knox County as disadvantaged communities. If disaster strikes, the affordable housing stock in these communities are at risk. About 28% of the manufactured homes on the KCHR waitlist require roof repairs or replacement. Failing roofs that are met with damaging winds may lose shingles or gutters, which could lead to a problematic sequence of leaks, mold, and major damage within a home. Any structural deficiency may inhibit the ability for a house to withstand inclement weather, let alone a potentially damaging storm. Aging manufactured homes are especially important to preserve. Per the Knox County Property Assessor, 65% of the manufactured homes in Knox County were placed prior to 2000. Additionally, 41% of the manufactured homes on the KCHR waitlist are over 25 years old. The rehabilitation of structural components and safety features of manufactured homes will enhance their ability to withstand severe weather conditions, provide safety for residents, and allow residents to recover more quickly by maintaining a livable environment.

## **BARRIERS**

The KCHR program has seen a decrease in contractors bidding on available projects, with only three general contractors submitting project bids within the recent few years. KCGCD is combating this by increasing outreach to local businesses, with an emphasis on minority, women, and veteran-owned licensed construction companies. By attending outreach events, working with area nonprofits that serve specific minorities and disadvantaged populations, and hosting Contractor Workshops, KCGCD will expand the pool of eligible contractors to support the program and keep costs reasonable. Due to these robust outreach efforts, over half of the contractors who have expressed an interest in responding to the 2024 Request for Bid are Disadvantaged Business Enterprises (DBE). Contractor Workshops will be held annually with the goal of continuing outreach to address this barrier. Additionally, a new procurement process will utilize a "Round Robin" method to ensure equitable opportunities for DBE construction companies. This also helps to provide consistent work for construction companies and expand the service capacity of the KCHR.

Existing housing problems within Knox County's affordable housing stock include the lack of complete kitchen facilities and/or functional plumbing, overcrowding, and cost burden. The impact of these housing problems varies primarily by income level. However, Black/African American households with 30-80% AMI, Hispanic households with 30-50% AMI, and Asian households with 0-100% AMI experienced these barriers at a rate of at least ten percentage points higher than Knox County residents as a whole. Of existing manufactured housing stock in the County, the Knox County Property Assessor has rated 30% of the stock physical condition as fair or poorer.

# EXHIBIT D: SOUNDNESS OF APPROACH

## **PROJECT DESCRIPTION, MANAGEMENT, AND IMPACT**

As the lead agency for the County's CDBG and HOME programs, KCGCD leans heavily on input from citizens and community partners to determine community development and housing needs and to ensure related actions are consistent with the strategies of the County's five-year HUD Consolidated Plan. The Knox County Home Rehabilitation Program (KCHR), created from the consolidated planning process, provides emergency and minor home repairs to eligible low-to moderate-income residents. The program supports the County's commitment to preserving our existing affordable housing stock and ensuring safe and stable housing is available for residents of all ages and incomes.

Our proposed project utilizes PRICE funds to rehabilitate a minimum of 400 owner-occupied manufactured homes through the KCHR program. Depending on the level of need, and cost of repairs, the services may be provided through grants, partially forgivable loans, and/or no interest loans. Our KCHR team will administer these projects by working directly with licensed contractors that perform specified emergency and minor repairs to the dwellings of eligible homeowners. Rehabilitation is available to LMI households residing in the unincorporated parts of Knox County. To be eligible for the program, homeowners must complete the home repair application and have a household annual income at or below 80% of the AMI. Our program meets HUD's National Objective to benefit low-to-moderate income persons. To determine household income eligibility, calculations will be conducted in accordance with HUD regulations identified at 24 CFR, Part 5.

### **PROPOSED PROJECT ACTIVITIES**

#### **Emergency Home Repairs**

Emergency Home Repairs for eligible manufactured housing will be provided as a repair grant. These repairs will address deficiencies which present a high risk of permanent disability, serious injury or illness, or the physical security or safety of a resident or their property. This may include but is not limited to major inoperable systems in the home, such as non-functioning HVAC, electrical, plumbing, gas, and septic systems; repair or installation of accessibility modifications; mitigating the presence of lead, mold, asbestos, radon, or damaging pests; or any other emergency home repairs that present health and safety risks. The amount allowed under this component of the program is the cost of the needed repair or replacement.

#### **Minor Home Repair Loans**

In many instances, additional work may need to be completed on the manufactured home that cannot be addressed through Emergency Home Repairs. Homeowners may request additional repairs to be made based on eligibility for a Minor Home Repair Loan. These 0% interest loans are partially forgivable for applicants with a household annual income at or below 30% AMI and offer residents a low-cost option to make significant repairs to their home. These repairs may include, but are not limited to, repairing/replacing light fixtures, cabinets, countertops, or flooring; and other activities not that may not qualify as Emergency Home Repairs.

## **PROJECT APPROACH AND TIMELINE**

Details on the proposed PRICE project approach are included below. Project performance will take place from October 2024 through September 2030.

### **Outreach – (Yearly in April and May)**

*Contractor Workshops* – In April and May of each year during the period of performance, workshops will be held to educate contractors on the KCHR and the steps to submit term project bids.

*Engagement Events* – KCGCD’s Community Relations Manager will attend DBE-focused expos and outreach events to foster a diverse pool of contractors.

### **Procurement – (Yearly in June and July)**

*Construction Bids* – In June of each year, interested construction companies will submit a response to the Request for Bid released by the Knox County Procurement Department for consideration to enter into a fixed-price term contract. Responses will include a pricing schedule of repair activities and labor. Bids will be scored on a Pass/Fail system and evaluated based on price reasonableness and the contractor’s qualifications.

*Construction Contract Awards* – Contracts will be awarded in July and contractors will be placed in a workflow queue for their trade. They will be offered the opportunity to complete repair activities on a project on a rational basis using a “Round Robin” method of procurement. Utilizing a workflow queue will ensure that work can be quickly completed for homeowners to prevent further disrepair of homes, that work is ready and available for local DBEs, and to ensure competitive pricing for the program.

### **Application Acceptance (Ongoing)**

*Program Application* – Homeowners will apply for rehabilitation assistance on our online grant management portal, Neighborly. In the event a homeowner has literacy or digital literacy challenges, or does not have reliable access to the internet, they can contact staff to schedule an in-person appointment for application assistance. Applications allow homeowners to describe their home repair needs, upload photographs, and submit required documentation.

*Application Review* – The KCHR team reviews applications and supporting documentation to determine eligibility and severity of repairs. Once qualified, a project may be assessed and ranked against other qualified applications in terms of prioritization. Elderly (65 years of age or older) and disabled homeowners will be prioritized above others, except in the cases of other applicants whose emergency repairs constitute an immediate threat to health and safety.



### **Program Management (Ongoing)**

*Inspection* – Once an application is determined to be eligible and has an urgent need, the KCHR Construction Manager will conduct an initial onsite inspection. During this initial inspection, the scope of work will be determined, and a work estimate will be completed.

*Environmental Review* – KCGCD will conduct an environmental review on each selected manufactured home prior to proceeding with rehabilitation efforts.

*Cost-Estimates and Contractor Assignment* – Utilizing the "Round Robin" procurement method, the next contractor in the workflow queue will be notified of a work opportunity and provided with the scope of work. The contractor will then submit a cost estimate based on the scope of the work. Upon cost agreements, a Notice-To-Proceed agreement will then be granted to the contractor to begin work.

*Manufactured Home Rehabilitation* – Work will be completed on an ongoing basis as applicants are found eligible for assistance. PRICE funds will support direct construction costs, with initial PRICE supported projects assigned upon HUD's acceptance of our grant application. After the work is completed, the KCHR Construction Manager will complete a final inspection approving the work and payment for the repairs. The displacement of residents is not anticipated to occur when installing modifications in the home. Rather, the program is designed in a way to minimize the disturbance to the occupants so that they may continue to reside in their homes during construction.

*KCHR Administration* – The utilization of Neighborly allows the KCHR team to include case notes, maintain licensed contractor information, submit and approve invoices, and retain records for all KCHR functions. The KCHR team will support contractors with creating and maintaining their Neighborly account, so that they can upload photos, documentation, cost estimates, licensure, insurance, and invoices. In Neighborly, the KCHR Grants Program Manager will be able to review progress on applications, upload Environmental Reviews, review invoices, and approve or decline requested payments.

### **Program Evaluation (Ongoing)**

The KCHR team utilizes an analyses of client satisfaction surveys, program invoices and repairs, and program waitlists for evaluation. Using this information, we are able to identify trends in repairs, create projections on materials and labor costs to ensure that the program is keeping up with pricing trends specific to the region, and better develop the program to meet the needs of our community.

### **PROJECT BUDGET**

Knox County's request of \$7,900,000 for its PRICE project includes a comprehensive program to rehabilitate existing owner-occupied manufactured homes through the KCHR. PRICE funding will be used in support of program personnel, increasing current staffing to support enhanced services, program development, and construction costs for activities included under "Proposed

Project Activities” in this exhibit. KCGCD anticipates the overall budget for the KCHR to be \$13,216,668 over the six-year period of performance, this is contingent upon the PRICE award and CDBG allocations.

### **Sustainment Plan**

Knox County has received a CDBG entitlement allocation from HUD since 1988. We maintain a positive status regarding our HUD funding, fully adhering to the timeliness stipulations associated with its block grant allocations. Owner-occupied home rehabilitation has been a constant need identified and an established project in Knox County’s Consolidated Plan since 1995. If our proposed PRICE project is approved, the grant will support increasing the number of households living in manufactured homes served during the grant period. KCGCD will leverage the PRICE award to secure additional funds to continue the enhanced reach beyond the PRICE award.

### **PROJECT IMPACT**

Knox County’s proposed PRICE project has four main objectives:

1. *Preserve Homeownership* – Homeowners will be able to avoid the loss of their housing as a direct result of the repairs made by the KCHR.
2. *Support Aging in Place* – Home rehabilitation will allow homeowners to age in their home.
3. *Enhance Accessibility and Safety* – Homeowners will receive necessary accessibility modifications to their homes which will allow residents to safely occupy and navigate their residence.
4. *Foster Economic Stability* – Grants and low-cost repairs will allow homeowners to build generational wealth by ensuring affordability and cost-reasonableness.

This project will help to preserve the quality of the existing affordable manufactured housing stock in Knox County. Rehabilitation efforts not only improve the living conditions of low-to-moderate income households, but also enhance the resilience of the manufactured homes. KCGCD anticipates serving a minimum of 400 households through the PRICE grant.

### **Anticipated Performance Goals**

- *Year 1* – 40 unique households served
- *Year 2* – 60 unique households served
- *Year 3* – 75 unique households served
- *Year 4* – 75 unique households served
- *Year 5* – 75 unique households served
- *Year 6* – 75 unique households served

To ensure that we reach the goals and objectives of our PRICE project, we will annually review demographic information of households served and the types and numbers of repair services

provided. To help support community resilience and promote equity, it is important to KCGCD that more DBE construction companies receive opportunities for work. The KCHR team will track and annually review demographic information of business owners who perform repairs. To serve more LMI households, we will track applications from when they are received to the time that repairs begin, with the goal of reducing overall wait times for households needing repairs within the first three years.

### **AFFORDABILITY AND EQUITY**

All PRICE assisted manufactured housing through the KCHR will have a standard 15-year Period of Affordability. To ensure long-term affordability of the assisted homes, Knox County has set enforcement mechanisms in compliance with HOME. Knox County will place a lien on the property to ensure affordability and the rehabilitation investment. In the event of relocation during the period of affordability, homeowners may sell to a qualifying LMI family. If a homeowner enters foreclosure, Knox County reserves the right to obtain the property to maintain affordability.

Our proposed PRICE project offers financial assistance and favorable terms that make essential home repairs more accessible and affordable. Projects that require eligible Emergency Home Repairs will receive repairs in the form of a grant. Non-emergency repairs will be provided through a Minor Home Repair Loans, available with 0% interest. Applicants with an annual income of 30% or lower AMI are eligible for a partial forgivable loan, 50% of which is forgiven annually on a prorated basis as long as the recipient lives in the dwelling unit for the term of its period of affordability following the completion of the project. The remaining 50% of the loan must be repaid in full. Loans shall be repaid to Knox County upon the sale of the property; however, an immediate family member who qualifies under the income guidelines may assume the loans with the same terms as in the original agreement. Immediate family shall include the owner's spouse, child, stepchild, sister, brother, mother, father, grandchildren, and/or grandparents. The family member assuming the repayable or forgivable loan must continue residing in the home until the loan has been satisfied.

PRICE funds will provide LMI manufactured home homeowners the opportunity to make necessary improvements to their homes to which they otherwise would not have access. As a direct result of these improvements the value of the home increases, and in turn the character of the neighborhoods in which these homes are located improves. This opportunity to enhance the community will support equity and building generational wealth of residents. Improvements to manufactured homes for elderly program participants allow them to age in place, which reduces the cost of elderly care. All applicants and participants of the KCHR are protected by Civil Rights Laws applicable to Fair Housing and Non-Discrimination.

### **ENVIRONMENT AND RESILIENCE**

Knox County is considered to have Relatively Moderate Risk according to the FEMA National Risk Index. The East Tennessee region, in which Knox County is located, is prone to a variety of natural disasters, including tornadoes, flooding, strong winds, and extreme weather. While all

households in Knox County are susceptible to damage and risk associated with the hazards identified above, LMI, minority, and elderly households tend to be more vulnerable and are less likely to have the resources to recover. The CEJST has identified 28 Census Tracts in Knox County as disadvantaged communities.

According to HUD's Building Codes Toolkit, *"A non-resilient housing stock can create significant financial stresses for individuals as well as larger economic impacts at the municipal and regional levels. ...Some of the greatest impacts to individuals and communities are tied to the inability to resume what were once daily activities. These include loss time from work, the inability to attend school, maintain employment, often brought about from both short-term or longer-term impacts of being temporarily dislocated or permanently relocated after these events."*<sup>3</sup>

The KCHR seeks to advance Environmental Justice for these vulnerable residents by not only protecting their homes from environmental harm but also mitigating exposure to health hazards. By focusing on strengthening structural integrity, enhancing weatherproofing measures, and incorporating resilient building materials and techniques, rehabilitation efforts significantly reduce the vulnerability of manufactured homes. This proactive approach not only safeguards the physical property and the lives of the residents within but also contributes to the overall resilience of the community. With the increase of extreme weather events, the importance of rehabilitating manufactured homes to withstand these challenges cannot be overstated. Through KCHR efforts, communities are better prepared to face and recover from natural disasters, ensuring the safety and stability of residents now and in the years to come.

Roofing problems make up 28.2% of the current KCHR waitlist request for emergency repairs, most of which involve leaking; damage from severe storms/winds; caving in due to age or downed trees; or other extensive damage. Damaged roofs that present a risk to the health and safety of a homeowner are prioritized through the KCHR. Making these roofing improvements provides for a structurally sound home that will keep the occupants safe from damaging winds, rain, or other severe weather. Weatherization in the form of window and door repair/replacement accounts for 26.7% of the waitlist requests and improving these elements will create a safer and more weather-resilient condition for a manufactured home. Roofs, windows, and doors in disrepair allow for internal leaking or moisture buildup, which creates the potential for mold. Resolving these issues through the PRICE grant will eliminate the presence of mold, prevent future mold growth, and mitigate associated health concerns. Our PRICE project will address non-functioning and aging HVAC units, which make up 17.8% of the existing waitlist. Combating the extreme temperatures with an HVAC unit that adequately heats and cools will provide necessary protection from the threats variations in temperature pose for elderly, disabled, or otherwise vulnerable residents.

Reduction of lead-based paint hazards is proactively addressed through the KCHR. We ensure provisional controls are implemented to reduce the lead-based paint hazards in the existing housing stock. PRICE eligible manufactured housing constructed before 1978 will be evaluated

---

<sup>3</sup> U.S Department of Housing and Urban Development, 2022, p.12

for the presence of lead-based paint hazards, and controls or abatement are performed if identified. At the point that KCGCD is required to complete the next Tier 1 Environmental Review, we will comply with radon testing in the site-specific environmental review and will complete radon mitigation activities as necessary.

The KCHR will serve residents in areas that are environmentally and economically disadvantaged. Of the manufactured homes currently on the waitlist, 11.9% are in the 37914-zip code, where the populations are at extremely low-income levels and are in the 91st national percentile for the share of homes without indoor plumbing. Lack of indoor plumbing is a code violation per Knox County, and any homes that are being served for emergency home repairs would be required to have an indoor plumbing system installed. The installation of indoor plumbing will decrease the percentage of the population that currently exists without this necessity and increase the quality and livability of these homes. Multiple areas being served through the KCHR are over the 90th percentile for low-income populations with concurrent low life expectancy. Of the current KCHR waitlist, 30.2% of manufactured homes fall into these low life expectancy zip codes. Repairs to homes where there is an emergency need will help solidify safe standards of living and allow for safe aging in place for elderly residents.

Knox County is committed to not only increasing resilience of structures, but also our community. As the lead agency for Tennessee Homeland Security District 2, we were awarded the FEMA Regional Catastrophic Preparedness Grant in 2023 to build community resiliency for vulnerable populations. This planning grant will focus on increasing the number of people who stay housed in the wake of a disaster, updating building codes to be risk-appropriate, and identifying and addressing the needs of disadvantaged communities. Our proposed PRICE project will support this effort by increasing the disaster resiliency of manufactured housing occupied by vulnerable populations.

## **COMMUNITY ENGAGEMENT**

Knox County values public involvement in defining and understanding community needs, including community development, economic development, and fair housing needs. To support diverse input, Knox County utilizes a Community Engagement Plan (CEP) for Citizen Participation and Consultation in all grant planning processes. The plan was designed to provide residents of all ages, genders, economic levels, races, ethnicities, and special needs with equal access to becoming involved. KCGCD will utilize the CEP for its PRICE project, incorporating stakeholder engagement and consultation through various communications channels and public meetings. Ongoing feedback will be encouraged from project beneficiaries and contractors to continuously seek input on program success, challenges, and recommended improvements. This approach ensures that all stakeholders, including those from underserved communities, are included and valued throughout the PRICE project.

Knox County will encourage the participation of minority, veteran, and women-owned enterprises in the procurement of services for the KCHR. The Community Development Division of KCGCD will oversee all aspects of the program. KCGCD's Community Relations Manager will oversee outreach to local contractors through email, the Knox County website, and

social media. The goal of the outreach and communication is to inform businesses that have not traditionally bid on the projects of the program and reduce barriers to submitting a bid. The KCHR Construction Manager will host at minimum a yearly workshop focused on the program and procurement process.

Additionally, KCGCD will collaborate with local nonprofits to promote the program among underserved communities and those with limited English proficiency. All program details and application forms will be accessible in both English and Spanish. Should applicants require application materials, documents, or translation services in additional languages, KCGCD will arrange for both spoken and written translations through the Knox County Human Resource Department.

The proposed PRICE project was selected through community input and consultation. The project aligns with Knox County's 2020 – 2024 Consolidated Plan. During the planning process, one of the priority needs identified for the area was to improve the quality of existing housing stock. Knox County has set goals and projects associated with providing homeowner rehabilitation assistance in the previously associated Annual Action Plans and the forthcoming 2024 Annual Action Plan.

# EXHIBIT E: CAPACITY

## APPLICANT EXPERIENCE

KCGCD is responsible for the administration and oversight of a variety of programs funded through local, state, and federal grants, including the County's HUD CDBG and HOME allocations. KCGCD utilizes these funds in support of initiatives focused on attainable housing; the prevention and response to housing instability; nonprofit public services; economic and workforce development; public infrastructure enhancements; abatement of substance misuse; fire and technical rescue services; and regional homeland security programs. The Senior Director of KCGCD oversees the administration and operations of four departmental divisions, with a chief administrative officer and three division directors managing the day-to-day operations of their respective divisions and the team members assigned to them.

The *Administrative Division* is responsible for managing financial and information technology resources, internal and external reporting, and other administrative functions required for the day-to-day operations of the department. The *Community Development Division* oversees projects focused on maintaining and increasing the availability of affordable housing, improving public facilities and infrastructure, and supporting economic growth in the County. The *Community Service Division* oversees public service programs focused on reducing housing instability, reducing substance misuse, improving public health outcomes, and supporting workforce development in the County. The *Public Safety Division* oversees the County's fire and technical rescue program, the Fire Prevention Bureau, and the TN District 2 Homeland Security Office.

The *Community Development Division* will oversee our proposed PRICE project, the KCHR. The Division works with the Knox County Procurement Department to locate qualified vendors to perform residential home repairs. Currently, the number of construction businesses registered with the County to conduct home repairs consists of more than 150 unique companies. As part of the County's management of KCHR operations, it will partner with the Procurement Department to advertise with registered companies and facilitate a competitive process in alignment with 2 CFR 200 Subpart D. There are several mechanisms in place to track the expenditures of funding, including using the County's internal financial management system (MUNIS) and the department's online grant portal.

## KEY STAFF

### **Community Development Division's Knox County Home Rehabilitation Team**

*Portia Taylor, Housing Coordinator*, will review applications submitted through Neighborly and determine eligibility for the program. They will also assist residents with the application and ensure that all required documentation has been gathered prior to the initial home inspection.

#### **7 years of relevant experience**

*Dana Walter, Grants Program Manager*, is responsible for implementing the KCHR in alignment with local, state, and federal funding guidelines. This position is key to ensuring programmatic goals and standards are met, while also conducting an ongoing program evaluation to promote



effectiveness of the dollars dedicated towards this program. Additionally, they will oversee the procurement of contractors to perform the repairs to citizens' homes.

**10 years of relevant experience**

*Nathan Whitley, Construction Manager*, will carry out initial home inspections to assess the severity of the deficiencies that are grant-eligible. From the time that the initial inspection is carried out through the end of construction, they will be on-site to oversee compliance with building codes, repair measure write-ups, contracted home improvement measures, and client satisfaction with the work performed. Prior to disbursement of payment for completed work, the Construction Manager will conduct a final inspection to ensure that all rehabilitation work meets specifications and is of good quality and workmanship.

**2 years of relevant experience**

*Jessica Lindbom, Grants Program Manager*, is responsible for the effective implementation, reporting, and monitoring of environmental reviews.

**28 years of relevant experience**

*Jennifer Slaiman, Community Development Division Director*, is responsible for planning, implementing, and managing the operations of the KCHR and development and support of personnel working within the program.

**12 years of relevant experience**

**Knox County Grants and Community Development Administration Division**

*Jen Aldrovandi, Grants System Administrator*, is responsible for administering the internal system, Neighborly, utilized to manage applications, reporting, and digital records management.

**10 years of relevant experience**

*Rachael Crigger, Compliance Specialist*, is responsible for ensuring that the department's policies and procedures, process documents, contracts, and timelines follow local, State, and Federal laws and regulations.

**15 years of relevant experience**

*Alanna McKissack, Community Relations Manager*, is responsible for implementing community outreach and public participation in KCGCD programs.

**8 years of relevant experience**

*Crystal Widener, Budget Manager*, is responsible for the management of departmental budgets and revenue and the production of internal reporting needed to effectively administer local, State, and Federal funding.

**7 years of relevant experience**

*Jenny Holden, Senior Director of Grants and Community Development*, oversees the publicly funded programs in support of housing affordability and security, nonprofit public services, economic development, public infrastructure, fire services, and regional public safety initiatives.

**19 years of relevant experience**

## **PROMOTING RACIAL EQUITY**

Knox County is proactive in promoting racial equity, especially in matters related to affordable housing, public services, and economic opportunity. We have taken steps to ensure that public services and resources are distributed equitably. This includes the implementation of fair housing policies to prevent discrimination and ensuring that all residents have access to affordable housing. Through the Consolidated Planning process, the County obtains input from underserved communities through surveys and public meetings. Additionally, Knox County seeks input from public and private agencies that have established relationships with underserved communities to ensure planning, programs, and activities meet the needs of the community.

## **ENVIRONMENTAL REVIEWS**

In accordance with the regulations of CDBG, HOME, and NEPA all Knox County projects funded through HUD funds receive a project Environmental Review Record and environmental clearance before funds are committed, expended or other choice limiting action are taken. Knox County utilizes the process and regulations identified in 24 CFR Part 58 to conduct its review. The KCHR utilizes a tiered environmental review process. Staff will generate a Tier II review for each manufactured home assisted with PRICE funds.

## **CROSS-CUTTING FEDERAL REQUIREMENTS**

KCGCD has a robust history of navigating and implementing cross-cutting federal requirements within its community development initiatives including:

- Environmental Reviews
- Minority/Veteran/Women Owned Business Enterprises
- Section 3
- Labor Standards
- Section 504 - Handicapped Accessibility
- Lead- Based Paint
- Radon Testing (and Mitigation when necessary)
- Relocation/Displacement

These requirements have been integral to Knox County's approach to addressing housing, economic, and social needs rooted in promoting fair housing and equal access. Knox County seeks to implement programs and initiatives aimed at promoting fair housing, including the rehabilitation of manufactured housing, the enforcement of fair housing laws, and the provision of resources and support for LMI families.

All funding administered by Knox County are managed utilizing the same internal controls outlined in 2 CFR Part 200 Subpart D to ensure the effectiveness and efficiency of operations, reliability of internal and external reporting, and compliance with all applicable local, state, and federal laws and regulations. KCGCD works closely with Knox County's Finance, Law, and

Procurement Departments to ensure effective administration of funding and compliance with policies and procedures.

Our proposed PRICE project is exempt from the Davis-Bacon Act with rehabilitation occurring on single-family owner-occupied properties. Despite this exemption, KCGCD is well-versed in the administration and compliance of the Davis-Bacon Act, ensuring that all applicable federally funded construction projects meet the required wage standards and regulations. Applicable construction projects contain a contract provision requiring the payment of not less than the wages prevailing in the locality, to all laborers and mechanics on the job site. Knox County then monitors compliance during construction.

Knox County complies with all fair housing and non-discrimination requirements enacted at the federal, state, and local levels. This includes training for all staff involved in the program on fair housing principles and practices, ensuring that all actions taken by our programs promote equity and do not inadvertently perpetuate existing disparities. KCGCD also conducts an Analysis of Impediments to Fair Housing and utilizes that to develop specific actions to address the identified impediments. To ensure that the programs created as a result of these impediments are effectively furthering fair housing, Knox County conducts regular monitoring and evaluation of the program's impact. This includes assessing whether the program is reaching the intended audiences, whether participants are satisfied with the services received, and whether the program is contributing to a reduction in housing disparities.

Knox County has the appropriate policies in place for the Uniform Relocation Act. In the event displacement occurs, all applicable regulations related to the Uniform Relocation Act and Section 104 (d) are followed. Respective regulations apply to all contractors, subrecipients and other entities who enter into an agreement with Knox County. The KCHR and its associated activities under the program are individual repair projects that are initiated on a voluntary basis and the program is designed in a way that displacement does not occur.

# EXHIBIT F: MATCH OR LEVERAGE

## LEVERAGED RESOURCES

We will leverage \$416,415 of our Program Year 2024 and \$308,093 from Program Year 2022 CDBG allocations for the proposed PRICE project. This will cover KCHR site-based home rehabilitation expenses and program operations, as well as additional accessibility improvements completed through a subrecipient contract. Funding from subsequent CDBG program years will be allocated to the KCHR based on actual allocation amounts. Additionally, an award of \$279,650 from the Department of Energy's Energy Efficient and Conservation Block Grant will be leveraged for weatherization improvements for site-built homes.

A minimum of 900 households will receive rehabilitation through the KCHR over the six-year PRICE grant period. This includes a minimum of 400 households living in manufactured homes served through PRICE funds and 500 single-family home households using other funds.

The Knox County Septic Repair Hardship Fund was created to solve ongoing septic system failure issues where sewage is outcropping to the ground's surface. The fund is available to homeowners in Knox County who have received a notice of violation and have no monetary resources to fix the failing septic system. If the applicant qualifies for the program, then they are assisted with hiring a licensed septic system installer and paying for the repair. \$71,000 is set aside through the Knox County Health Department to assist residents through December 2026. PRICE assisted manufactured homes in need of septic system repairs will be referred to the Health Department to utilize the fund.

*Total Applicable Leverage Amount – \$795,508.44*

We are committed to the success of the PRICE program and the overall success of the KCHR. The impact of PRICE funds will be maximized through the dedicated staff of KCGCD's *Administrative Division*. Administrative staff will contribute \$53,652 in staff time, which represents approximately 1,600 hours, each year to the administrative needs of the PRICE grant. Over the six-year grant period it equates to about \$321,914. The staff contributions are critical to the project's success and are intended to enhance the capacity of KCGCD to manage the project efficiently.

## CONTINGENCY PLAN

If our full PRICE funding request of \$7,900,000 is not awarded, Knox County will prioritize rehabilitation projects based on their impact and feasibility, modifying the number of manufactured homes rehabilitated to fit the available funds. This approach will allow us to maintain momentum and achieve significant project objectives, even with reduced funding.

# EXHIBIT G: LONG TERM EFFECT

While developing our application for PRICE funding, KCGCD worked to establish partnerships with two manufactured housing communities. Although we were not able to finalize these partnerships, the County intends to continue conversations with these communities, and others, to build relationships in hope of establishing partnership agreements in support of the efforts we are undertaking to preserve the affordability of our manufactured housing stock. The long-term effects of rehabilitating manufactured housing extend beyond the immediate improvements to the physical structures. These efforts contribute to a healthier, safer, and more sustainable Knox County, offering a pathway to economic stability and prosperity for homeowners.

*Preservation of Affordable Housing*— By extending the life of manufactured homes, KCHR efforts help preserve affordable housing options in the market. This is particularly important in Knox County where housing costs are rising and LMI families are at risk of being priced out. Only 10.7% of the homes available in the area are considered affordable for median-income families<sup>4</sup>.

*Increased Housing Stability*—The KCHR serves residents that are low-income and may be disabled and/or elderly, both of which are at a higher risk of not finding affordable or accessible housing. Keeping low-income and disadvantaged residents in their homes limits the risk of homelessness and allows owners to stay in their current residence. Rehabilitation improves the durability and longevity of manufactured homes, ensuring they remain viable housing options for longer periods. This stability is crucial for LMI families who rely on affordable housing solutions.

*Increased Resilience of Manufactured Homes* – Rehabilitated manufactured homes that are updated to comply with current building codes and standards are better equipped to withstand natural disasters, reducing the risk of damage and loss. This resilience is increasingly important in the event of extreme weather events. KCHR repairs roofs and HVAC units, as well as necessary weatherization, allowing for sustained protection from the elements for manufactured home occupants.

*Legacy and Wealth Building* – For many families, their home is their most significant asset. Rehabilitating manufactured housing allows homeowners to maintain or increase the value of their homes, potentially passing on wealth to future generations and contributing to the reduction of wealth gaps.

*Enhanced Safety and Health* – The KCHR provides mold, lead, and asbestos remediation services to make homes livable and protects the health and safety of both the residents and their homes. Upgrades to electrical systems, plumbing, insulation, and ventilation not only increase the safety of these homes but also improve indoor air quality. This can have a profound impact on the health and well-being of residents, reducing the risk of accidents and exposure to harmful pollutants.

*Community Revitalization* – The rehabilitation of manufactured homes can serve as a catalyst for broader community development and revitalization efforts. Improved housing can attract new residents and investments, fostering a sense of pride and belonging among community members.

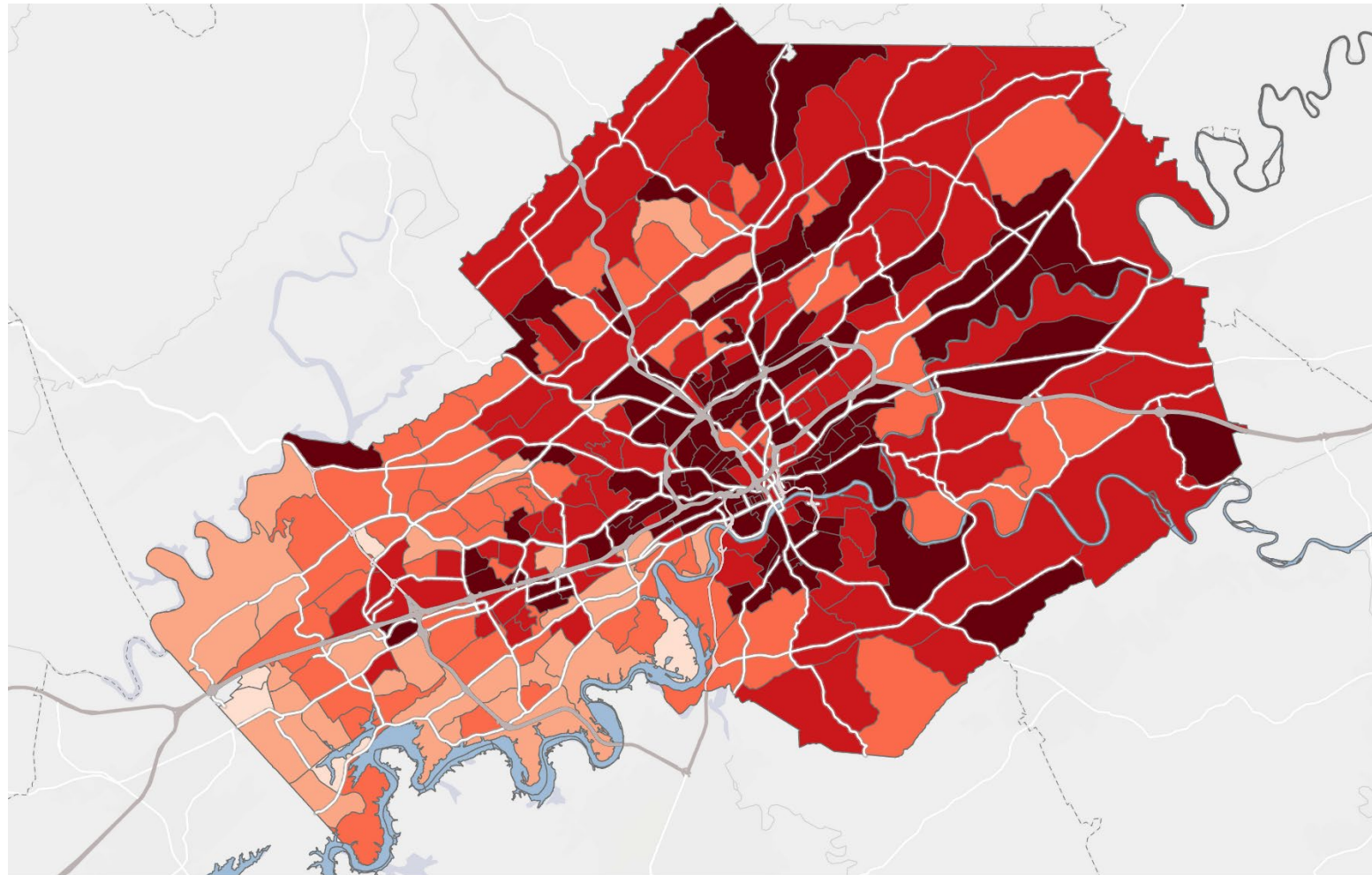
---

<sup>4</sup> <https://www.redfin.com/news/share-of-homes-affordable-new-2023/>

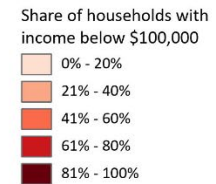
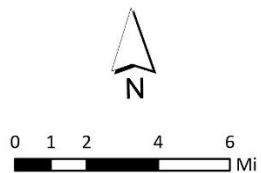
# APPENDICES



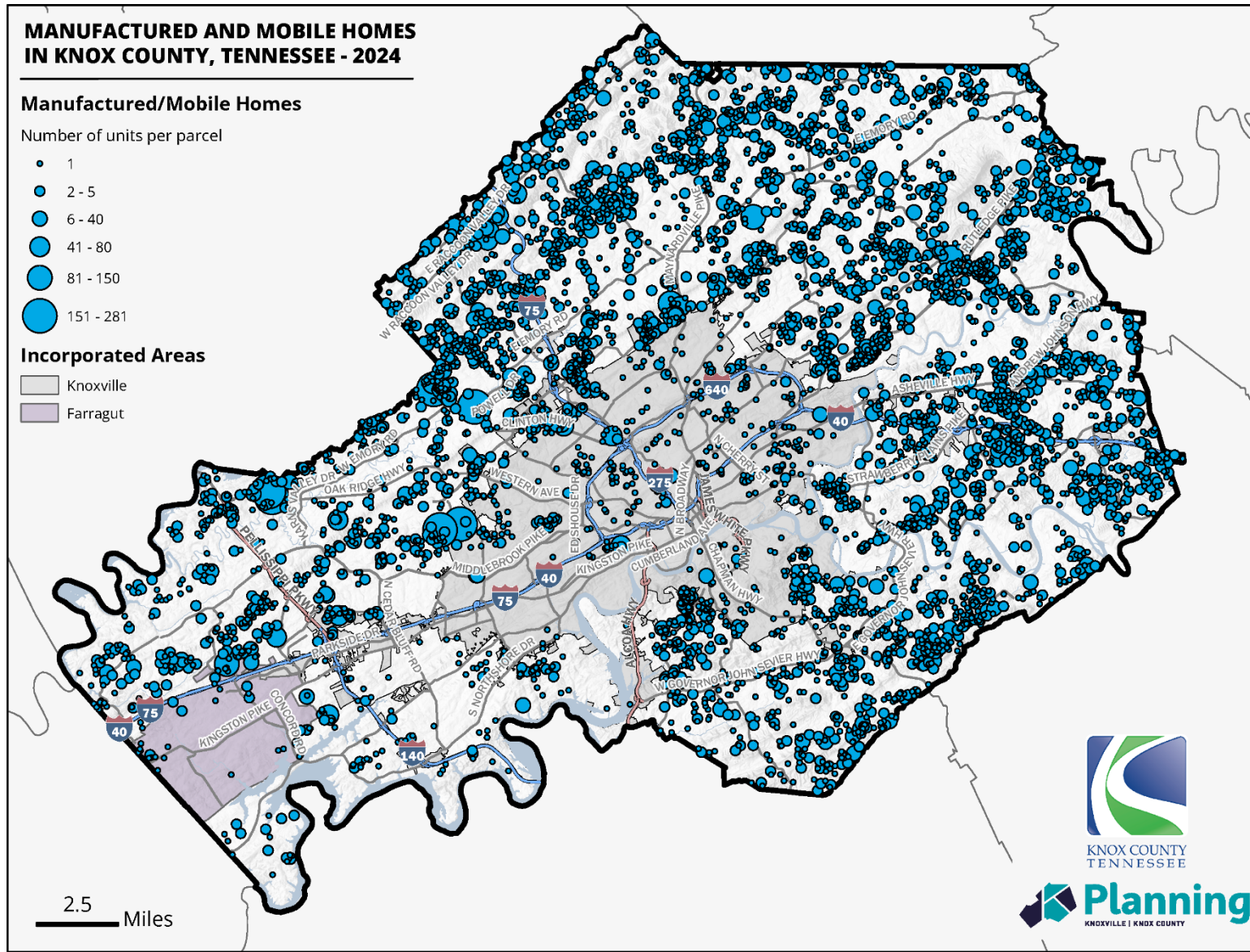
**APPENDIX A: SHARE OF HOUSEHOLDS WITH AN ANNUAL INCOME LESS THAN \$100,000**



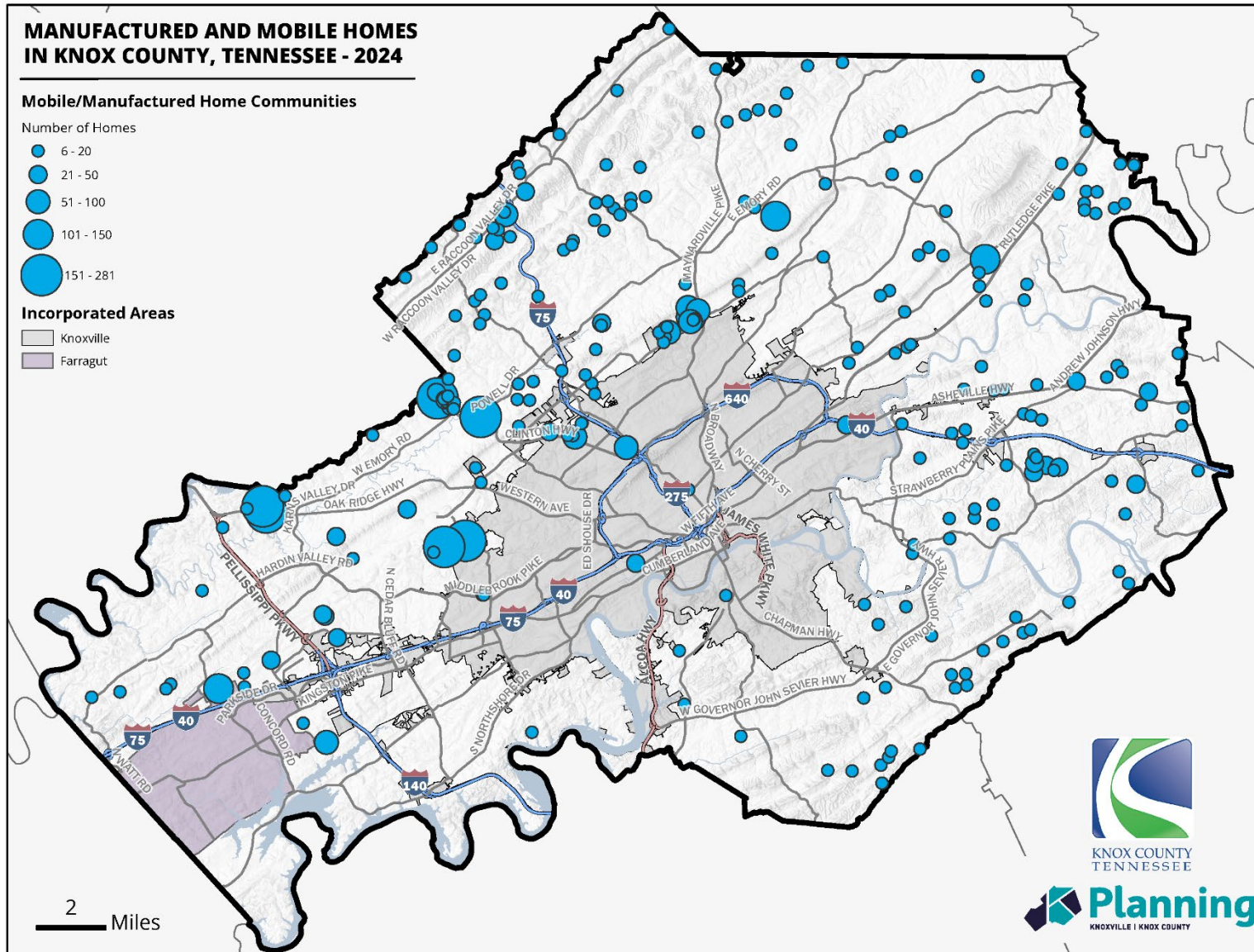
Source: U.S. Census Bureau, 2018-2022  
American Community Survey  
5-Year Estimates



### APPENDIX B: MANUFACTURED AND MOBILE HOMES IN KNOX COUNTY, TN

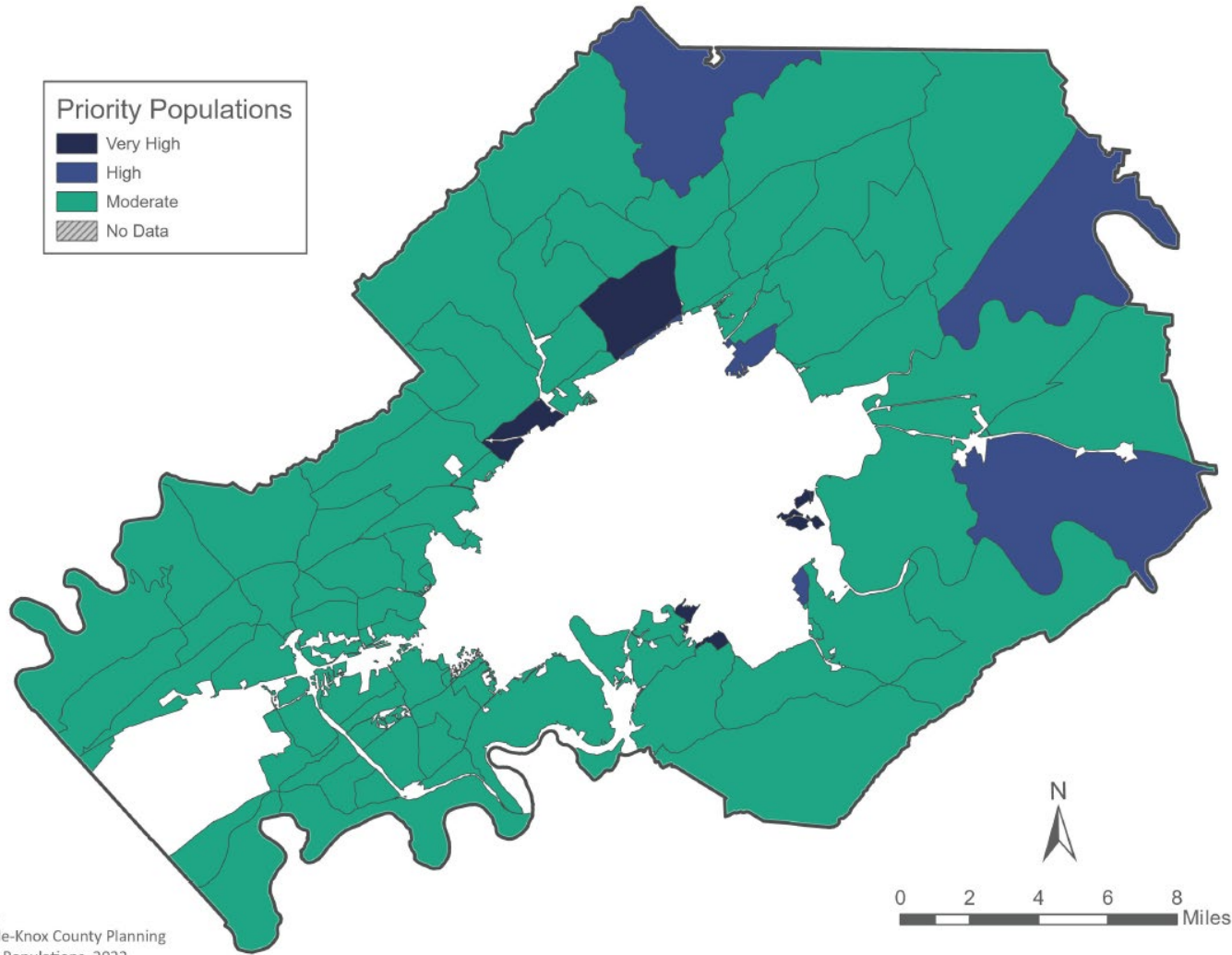


### APPENDIX C: MANUFACTURED HOME COMMUNITIES IN KNOX COUNTY, TN



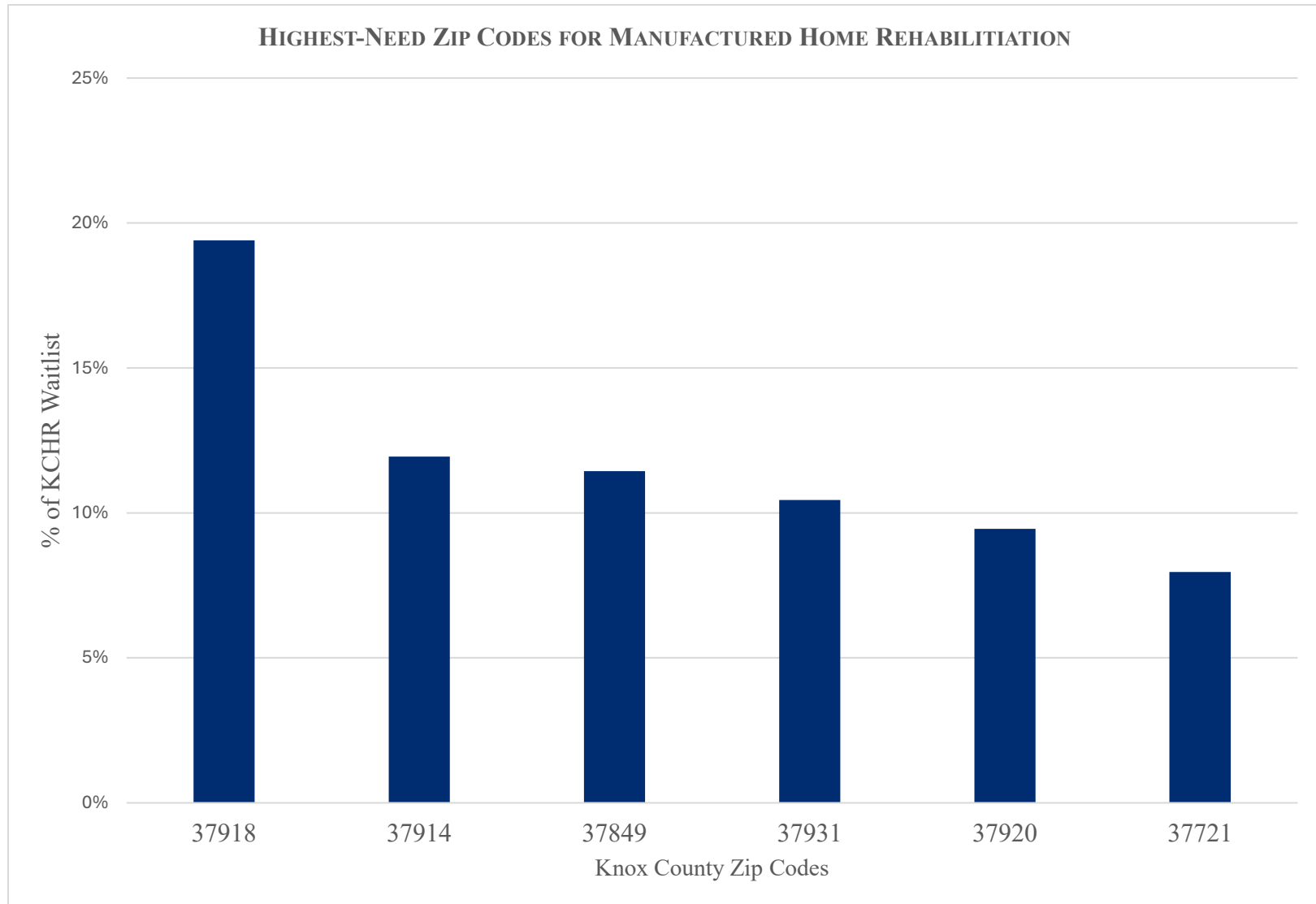
**APPENDIX D: PRIORITY POPULATIONS MAP**

**Priority Populations: Composite Score, 2022**



Source:  
Knoxville-Knox County Planning  
Priority Populations, 2022

**APPENDIX E: KCHR WAITLIST – MANUFACTURED HOMES**



# ATTACHMENT A: ADVANCING RACIAL EQUITY

As a HUD entitlement community, Knox County, TN, is committed to advancing racial equity and ensuring that all community members, regardless of race, have equitable access to housing resources, economic opportunities, and essential services. As part of this process, Knox County conducts an Analysis of Impediments to Fair Housing Choice, which identifies barriers to equal housing opportunities and outlines strategies to mitigate these impediments.

To further these efforts, Knox County engages in targeted outreach programs to ensure that minority and underserved communities are not only aware of but actively involved in the planning and implementation of HUD-funded programs. The County prioritizes continuous training for its staff on racial equity and inclusion principles, ensuring these critical values are embedded in every facet of program execution. By integrating these steps into the Consolidated Planning process and actively addressing identified impediments, Knox County is dedicated to fostering a more inclusive and equitable community where the benefits of growth and development are accessible to all residents.

*Racial Composition of Proposed Beneficiaries*— Per the U.S. Census Bureau, 2018-2022 American Community Survey 5-Year Estimates, 12,826 Knox County residents live in an owner-occupied manufactured home. Through our consolidated planning process in 2020, we found that the percentage of households with a housing problem is highest for the lowest income brackets (0 to 50% AMI) and decreases as income increases. The following groups experience one or more housing problems at a disproportionate level in Knox County:

- Black/African American households with 30-80% AMI
- Hispanic households with 30-50% AMI
- Asian households with 0-100% AMI (note small sample size)

*Potential Barriers to Equitable Access*— Barriers to equitable access and benefit from PRICE services are described in **Exhibit C** of this proposal. They include escalating demand for home rehabilitation services, difficulty in identifying contractors to work on smaller government jobs, and existing disparities in housing problems for protected classes. Additional barriers may include limited English proficiency and insufficient technology or internet access.

*Steps to Prevent, Reduce, or Eliminate Barriers*— KCGCD has increased outreach, is providing pre-bid workshops, and has implemented a “Round Robin” procurement process to reduce barriers for DBEs when responding to the KCHR Request for Bid. KCGCD will work with agencies, such as the Community Action Committee and Centro Hispano, to engage in efforts to increase availability of information to LEP populations. The KCHR team will be available to assist potential beneficiaries with literacy or digital literacy issues in completing the program application. We are also increasing outreach, through multiple platforms, to beneficiaries to increase awareness of the program, with outreach targeted to the highest need groups experiencing housing problems.

*Evaluation* – Through our online grant management portal, Neighborly, we can track project beneficiaries, areas served, and ensure compliance.

# ATTACHMENT B: AFFIRMATIVE MARKETING



In accordance with the regulations of 24 CFR Part 92 and in furtherance of the Knox County's commitment of non-discrimination and equal opportunity in housing, KCGCD has established an Affirmative Marketing Policy and Procedures to affirmatively market rental units and homeownership units developed with HUD funds. KCGCD will apply the policy to all PRICE assisted units. We will annually assess the success of affirmative marketing actions.

To inform the public and owners about Federal fair housing laws and the policy, KCGCD will undertake the following efforts:

- Include the Equal Housing Opportunity ("EHO") logo and the words "Equal Housing Opportunity" in press releases, advertisements, and in written communications to fair housing and other groups regarding the PRICE programs.
- Include in future Action Plans a description of the affirmative marketing procedures prescribed hereunder so they are subject to public review and comment.
- Provide translated material if determined that there is opportunity to reach non-English speaking people that would be denied housing opportunity without such translation.
- Ensure accessibility to people with disabilities of program-related meetings.
- Maintain documentation of all program outreach efforts.

KCGCD is fully committed to implementing a robust and inclusive strategy to ensure that all community members, especially those from historically underrepresented groups, are well informed about the opportunities available through our PRICE funded project. Our approach involves a multi-faceted outreach campaign that leverages a variety of communication channels, including local newspapers, mail, community newsletters, and social media platforms, to reach a broad audience. We will work hard to ensure that no resident faces any challenge because of their religion, familial status, disability, or other protected class when it comes to taking advantage of the project. KCGCD will collaborate with local community organizations and leaders who serve these groups to help spread the word more effectively.

**ATTACHMENT C: AFFIRMATIVELY  
FURTHERING FAIR HOUSING**

Knox County affirmatively furthers fair housing by actively promoting and enforcing policies that ensure equal access to housing for all residents, regardless of race, sex, national origin, religion, family status, military status, or ancestry. The KCHR is a direct result of the County's Analysis of Impediments and Consolidated Plan for 2020 through 2024.

The KCHR is strategically designed to affirmatively further fair housing, the program conducts targeted outreach to ensure that information about housing rehabilitation opportunities reaches diverse populations, including racial and ethnic minorities, persons with disabilities, and other underserved groups. This includes distributing materials in multiple languages and formats and partnering with community organizations that have direct connections with these communities. KCHR's eligibility criteria are designed to be inclusive, ensuring that assistance is accessible to low- to moderate-income households without discriminatory barriers.

As part of its ongoing commitment to fair housing, the program regularly reviews community feedback and housing data to identify and respond to specific needs within the community. This includes adapting strategies to address the unique challenges faced by different groups, such as providing additional support for accessibility modifications for persons with disabilities.

The KCHR strictly adheres to all federal, state, and local fair housing laws and regulations. This includes training for all staff involved in the program on fair housing principles and practices, ensuring that all actions taken by the program promote equity and do not inadvertently perpetuate existing disparities. To ensure that the program is effectively furthering fair housing, Knox County conducts regular monitoring and evaluation of the program's impact. This includes assessing whether the program is reaching the intended audiences, whether participants are satisfied with the services received, and whether the program is contributing to a reduction in housing disparities.

By implementing these strategies, the KCHR not only meets its legal obligations to affirmatively further fair housing but also plays a proactive role in creating a more equitable housing landscape in the community. During the PRICE grant period, Knox County will conduct a new Consolidated Plan, Analysis Impediments, and an Analysis of Fair Housing to continue its efforts to affirmatively further fair housing and meet the needs of Knox County residents.

# ATTACHMENT D: ELIGIBLE APPLICANT DOCUMENTATION

*Applicant:* Knox County, Tennessee

*Type:* Local Government

*UEI:* HLNTP7H1UCM7

*EIN:* 62-6007979

*Included Documentation:*

- SAM.gov Registration

Last updated by Jennifer Bodie on Mar 20, 2024 at 04:52 PM

KNOX, COUNTY OF



## KNOX, COUNTY OF

Unique Entity ID <b>HLNTP7H1UCM7</b>	CAGE / NCAGE <b>38HG2</b>	Purpose of Registration <b>Federal Assistance Awards Only</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Mar 20, 2025</b>	
Physical Address <b>400 W Main ST RM 615 Knoxville, Tennessee 37902-2424 United States</b>	Mailing Address <b>400 Main Street Suite 615 Knoxville, Tennessee 37902-2424 United States</b>	

### Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Tennessee 02</b>	State / Country of Incorporation <b>(blank) / (blank)</b>	URL <b>(blank)</b>

### Registration Dates

Activation Date <b>Mar 22, 2024</b>	Submission Date <b>Mar 20, 2024</b>	Initial Registration Date <b>Apr 10, 2005</b>
--	--	--

### Entity Dates

Entity Start Date <b>Jun 11, 1792</b>	Fiscal Year End Close Date <b>Jun 30</b>
--	---

### Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

### Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

### Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

### Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

### Exclusion Summary

Active Exclusions Records?

No

### SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

### Entity Types

#### Business Types

Entity Structure <b>U.S. Government Entity</b>	Entity Type <b>US Local Government</b>	Organization Factors <b>(blank)</b>
---	---	--

Profit Structure  
**(blank)**

May 20, 2024 08:22:30 PM GMT  
<https://sam.gov/entity/HLNTP7H1UCM7/coreData?status=all>

Last updated by Jennifer Bodie on Mar 20, 2024 at 04:52 PM

KNOX, COUNTY OF

**Socio-Economic Types**

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Government Types**

U.S. Local Government  
County

**Financial Information**

Accepts Credit Card Payments <b>No</b>	Debt Subject To Offset <b>No</b>
---	-------------------------------------

EFT Indicator <b>0000</b>	CAGE Code <b>38HG2</b>
------------------------------	---------------------------

**Points of Contact**

**Electronic Business**

 Jennifer Bodie	400 Main Street Suite 615 Knoxville, Tennessee 37902 United States
Susan Corlew	400 Main Street Suite 630 Knoxville, Tennessee 37902 United States

**Government Business**

 Chris Caldwell	400 Main Street Suite 615 Knoxville, Tennessee 37902 United States
---	---

**Service Classifications**

**NAICS Codes**

Primary	NAICS Codes	NAICS Title
---------	-------------	-------------

**Disaster Response**

This entity does not appear in the disaster response registry.

**ATTACHMENT E: EVIDENCE OF  
PARTNERSHIP LETTERS**



*Not Applicable* – Knox County is not utilizing a partner for our proposed PRICE project.

# ATTACHMENT F: MATCH OR LEVERAGE DOCUMENTATION

*Included documentation:*

- EECBG Terms & Conditions
- KCHDC Septic Repair Program Balance
- PY 2024 Knox County HUD Allocations

## Special Terms and Conditions

Entity Name: Knox County, Tennessee (“Recipient”), which is identified in the Assistance Agreement, and the Office of State and Community Energy Programs (“SCEP”), and Energy Efficiency and Conservation Block Grant Program (“EECBG”), an office within the United States Department of Energy (“DOE”), enters into this Award, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Special Terms and Conditions
Attachment 1	Federal Assistance Reporting Checklist (FARC) <sup>1</sup>
Attachment 2	NEPA Determination <sup>2</sup>

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- National Policy Requirements (November 12, 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- The Recipient’s application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

---

<sup>1</sup> The FARC will be provided at a later date.

<sup>2</sup> The NEPA Determination is attached to your application in the EECBG Program Voucher Application Portal

## Table of Contents

<b>Subpart A. General Provisions .....</b>	<b>4</b>
Term 1. Legal Authority and Effect .....	4
Term 2. Flow Down Requirement .....	4
Term 3. Compliance with Federal, State, and Municipal Law .....	4
Term 4. Inconsistency with Federal Law .....	4
Term 5. Federal Stewardship .....	4
Term 6. NEPA Requirements .....	4
Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress .....	5
Term 8. Reporting Requirements .....	5
Term 9. Lobbying .....	5
Term 10. Publications .....	5
Term 11. No-Cost Extension .....	6
Term 12. Property Standards .....	6
Term 13. Insurance Coverage .....	6
Term 14. Real Property .....	7
Term 15. Equipment .....	7
Term 16. Supplies .....	8
Term 17. Property Trust Relationship .....	8
Term 18. Record Retention .....	8
Term 19. Audits .....	8
Term 20. Indemnity .....	9
Term 21. Foreign National Participation .....	9
Term 22. Post-Award Due Diligence Reviews .....	9
<b>Subpart B. Financial Provisions .....</b>	<b>10</b>
Term 23. Maximum Obligation .....	10
Term 24. Refund Obligation .....	10
Term 25. Allowable Costs .....	10
Term 26. Decontamination and/or Decommissioning (D&D) Costs .....	10
Term 27. Use of Program Income .....	10
Term 28. Payment Procedures .....	11
Term 29. Budget Changes .....	11
<b>Subpart C. Miscellaneous Provisions .....</b>	<b>12</b>
Term 30. Environmental, Safety and Health Performance of Work at DOE Facilities .....	12
Term 31. System for Award Management and Universal Identifier Requirements .....	12
Term 32. Nondisclosure and Confidentiality Agreements Assurances .....	14
Term 33. Contractor Change Notification .....	15
Term 34. Recipient Integrity and Performance Matters .....	16
Term 35. Export Control .....	18
Term 36. Interim Conflict of Interest Policy for Financial Assistance .....	18
Term 37. Organizational Conflict of Interest .....	18
Term 38. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment .....	19
Term 39. Human Subjects Research .....	20
Term 40. Fraud, Waste and Abuse .....	21
<b>Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements .....</b>	<b>21</b>
Term 41. Reporting, Tracking and Segregation of Incurred Costs .....	21

<b>Term 42. Davis-Bacon Requirements</b> .....	22
<b>Term 43. Buy American Requirement for Infrastructure Projects</b> .....	23
<b>Term 44. Affirmative Action and Pay Transparency Requirements</b> .....	29
<b>Term 45. Potentially Duplicative Funding Notice</b> .....	29
<b>Term 46. Transparency of Foreign Connections</b> .....	29
<b>Term 47. Foreign Collaboration Considerations</b> .....	30

## Subpart A. General Provisions

### Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically The EECBG Program Voucher Portal (<https://doerebates.my.site.com/eecbgvouchers/s/>), constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via the EECBG Program Voucher Portal by the Recipient's authorized representative constitutes the Recipient's electronic signature.

### Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable to all subcontractors as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all sub contractors and to require their strict compliance therewith.

### Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

### Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

### Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

### Term 6. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a

NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Application approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, except where such activity is subject to a restriction set forth elsewhere in this Award.

This authorization is specific to the project activities and locations as described in the Application approved by the Contracting Officer and the DOE NEPA Determination.

***If the Recipient later intends to add to or modify the activities or locations*** as described in the approved Application and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

**Condition(s):**

NEPA Logs if conducting potentially ground disturbing activities.

**Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

**Term 8. Reporting Requirements**

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

**Term 9. Lobbying**

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

**Term 10. Publications**



The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* “This material is based upon work supported by the U.S. Department of Energy’s Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant (EECBG) Program Application # XXXXXXXXX”
- *Full Legal Disclaimer:* “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

*Abridged Legal Disclaimer:* “The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government.”

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

### **Term 11. No-Cost Extension**

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

### **Term 12. Property Standards**

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

### **Term 13. Insurance Coverage**

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

#### **Term 14. Real Property**

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award.

#### **Term 15. Equipment**

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as

described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. See also 2 CFR 200.439 Equipment and other capital expenditures.

### **Term 16. Supplies**

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

### **Term 17. Property Trust Relationship**

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

### **Term 18. Record Retention**

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

### **Term 19. Audits**

#### **A. Government-Initiated Audits**

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference

with ongoing work, to the maximum extent practicable.

**B. Annual Independent Audits (Single Audit or Compliance Audit)**

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

**Term 20. Indemnity**

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

**Term 21. Foreign National Participation**

If the Recipient (including any of its contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

**Term 22. Post-Award Due Diligence Reviews**

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

## **Subpart B. Financial Provisions**

### **Term 23. Maximum Obligation**

The maximum obligation of DOE for this Award is the total “Funds Obligated” stated in Block 13 of the Assistance Agreement to this Award.

### **Term 24. Refund Obligation**

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

### **Term 25. Allowable Costs**

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subcontractors, and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

### **Term 26. Decontamination and/or Decommissioning (D&D) Costs**

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient’s facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

### **Term 27. Use of Program Income**

If the Recipient earns program income during the project period as a result of this Award, the

Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

## **Term 28. Payment Procedures**

### **A. Method of Payment**

Payment will be made by reimbursement by CFO through ACH. Equipment rebate voucher applications will be approved for payment by DOE once the equipment has been installed and all required documentation has been provided.

### **B. Payments**

All payments are made by electronic funds transfer to the bank account identified attached to the Recipient's UEI and identified in the Recipient's SAM.gov account.

### **C. Unauthorized Drawdown of Federal Funds**

For each budget period, the Recipient may not spend more than the Federal share authorized to that award, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent in excess of the authorized amount.

### **A. Supporting Documents for Agency Approval of Payments**

DOE may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary. The Recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, vendor quotes, proof of installation and other expenditure explanations that justify the payment requests.

## **Term 29. Budget Changes**

### **A. Budget Changes Generally**

The Contracting Officer has reviewed and approved the budget in Attachment 1 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

**B. Transfers of Funds Among Direct Cost Categories**

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost stated in the budget on the recipient's application.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, stated in the budget on the recipient's application.

**Subpart C. Miscellaneous Provisions**

**Term 30. Environmental, Safety and Health Performance of Work at DOE Facilities**

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its contractors.

**Term 31. System for Award Management and Universal Identifier Requirements**

**A. Requirement for Registration in the System for Award Management (SAM)**

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, tThe Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

**B. Unique Entity Identifier (UEI)**

SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information

is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.
- ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

### C. Definitions

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at ).
- ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
  1. A Governmental organization, which is a State, local government, or Indian Tribe.
  2. A foreign public entity.
  3. A domestic or foreign nonprofit organization.
  4. A domestic or foreign for-profit organization.
  5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Subaward:
  1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
  2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients*



*and Contractors and/or 2 CFR 910.501 Audit requirements, (f) Subrecipients and Contractors).*

3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.
- v. Subrecipient means an entity that:
  1. Receives a subaward from the Recipient under this Award; and
  2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

### **Term 32. Nondisclosure and Confidentiality Agreements Assurances**

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
  - i. *“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”*
  - ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
  - iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity,

other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

### **Term 33. Contractor Change Notification**

Except for contractors specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified contract agreements, including naming any To Be Determined contractors. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the service to be provided or the equipment to be purchased.
- An assurance that the process undertaken by the Recipient to solicit the contractor complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected contractor and that the Recipient's written standards of conduct were followed.<sup>3</sup>
- A completed Environmental Questionnaire, if applicable.
- An assurance that the contractor is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting contract agreement.

---

<sup>3</sup> It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

The Recipient is responsible for making a final determination to award or modify contractor agreements under this agreement, but the Recipient may not proceed with the contractor agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the contractor documentation stipulated above, the Recipient may proceed to award or modify the proposed contractor agreement.

### **Term 34. Recipient Integrity and Performance Matters**

#### **A. General Reporting Requirement**

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

#### **B. Proceedings About Which You Must Report**

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
  1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
  2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

4. Any other criminal, civil, or administrative proceeding if:
  - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
  - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
  - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

**C. Reporting Procedures**

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

**D. Reporting Frequency**

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

**E. Definitions**

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

### **Term 35. Export Control**

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as “Export Controls.” The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

### **Term 36. Interim Conflict of Interest Policy for Financial Assistance**

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term “Investigator” means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any contracting non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE’s interim COI Policy.

### **Term 37. Organizational Conflict of Interest**

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to

be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any contracting non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring contractor compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

### **Term 38. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

- (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video

surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

### **Term 39. Human Subjects Research**

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects (subpart A which is referred to as the "Common Rule")*, and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

- 1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
- 2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at <https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home>. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: <https://science.osti.gov/ber/human-subjects>

#### **Term 40. Fraud, Waste and Abuse**

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

### **Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements**

#### **Term 41. Reporting, Tracking and Segregation of Incurred Costs**



BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

#### **Term 42. Davis-Bacon Requirements**

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2,000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the “Davis-Bacon Act” (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

- (1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts.
- (2) being responsible for compliance by any subcontractor with the Davis-Bacon labor standards.
- (3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.
- (4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).
- (5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and as requested or directed by the DOE.
- (6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.

(7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.

(8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, , contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.

(9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://doeibenefits2.energy.gov>) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

#### **Davis Bacon Act Electronic Certified Payroll Submission Waiver**

A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.

### **Term 43. Buy American Requirement for Infrastructure Projects**

*\*NOTE: Buy American Requirements only apply to awards over \$250,000. Please disregard this section if your total EECBG Program award is less than \$250,000.*

**A. Definitions**

**Components** are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

**Construction Materials** are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engine wood products.

**Domestic Content Procurement Preference Requirement-** means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

(A) all iron and steel used in the project are produced in the United States;

(B) the manufactured products used in the project are produced in the United States; or

(C) the construction materials used in the project are produced in the United States.

Also referred to as the **Buy America Requirement**.

**Infrastructure** includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.

The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

**Manufactured Products** are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials' aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

**Primarily of iron or steel** means greater than 50% iron or steel, measured by cost.

**Project-** means the construction, alteration, maintenance, or repair of infrastructure in the United States.

**Public-** The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose" if it is privately operated on behalf of the public or is a place of public accommodation.

## **B. Buy America Requirement**

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

### **C. Certification of Compliance**

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

## D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;
2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;

- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- **Time-limited:** Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).
- **Targeted:** Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.
- **Conditional:** The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this waiver. DOE may reject or grant

waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

#### **Term 44. Affirmative Action and Pay Transparency Requirements**

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

- (1) Recipients and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
- (2) Recipients and contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
- (3) Recipients and contractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide<sup>4</sup> should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

#### **Term 45. Potentially Duplicative Funding Notice**

If the Recipient have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

#### **Term 46. Transparency of Foreign Connections**

---

<sup>4</sup> See OFCCP's Technical Assistance Guide at:

<https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8c6fecb6c710ec> Also see the National Policy Assurances <http://www.nsf.gov/awards/managing/rtc.jsp>




During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or contractors:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or contractors that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

**Term 47. Foreign Collaboration Considerations**


- a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.
- b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.
- c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published

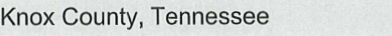
process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

  
Authorized Signature

  
Date

Name:  Glenn Jacobs

Title:  Knox County Mayor

Entity Name:  Knox County, Tennessee

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

JOURNAL DETAIL 2024 1 TO 2024 13

ACCOUNTS FOR: 102	GENERAL FUND GRANTS							
ORIGINAL	APPROP	REVISED	BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED

1020655 KCHD SEPTIC REPAIR PROGRAM-ARPA

102-50-520-58190-51655	-0000-0000-CD-472322-	0.00	-85,487.50	US TREASURY DIRECT COVID FEDERAL	0.00	0.00	-77,987.50	8.8%
------------------------	-----------------------	------	------------	----------------------------------	------	------	------------	------

2024/01/002153	07/01/2023	BUA	-85,487.50	REF BUDGET				KCHD SEPTIC REPAIR BUDGET FY24
2024/03/001904	09/30/2023	GEN	-1,850.00	REF Q1FY24				QTR1 FY24 KCHD SEPTIC REPAIR
2024/06/001853	12/31/2023	GEN	-250.00	REF ARPA				ARPA SEPTIC QTR2FY24 DEFREV
2024/09/002184	03/31/2024	GEN	-5,400.00	REF ARPA				QTR3 FY24 ARPA EXPENSES

102-50-520-58190-51655	-0000-0000-CD-530900-	0.00	90,312.50	CONTRACT WITH OTHER AGENCIES	19,000.00	0.00	0.00	71,312.50	21.0%
------------------------	-----------------------	------	-----------	------------------------------	-----------	------	------	-----------	-------

2024/01/001794	07/01/2023	BUA	4,825.00	REF				ENCUMBRANCE CARRY FORWARD 2024
2024/01/002153	07/01/2023	BUA	85,487.50	REF BUDGET				KCHD SEPTIC REPAIR BUDGET FY24
2024/02/001677	08/31/2023	POE	1,850.00	VND 077821 PO	24001329 HARVEY EXCAVATI	Septic Tank Repair -		
2024/03/001268	09/25/2023	API	1,850.00	VND 077821 IN	9/18/23	HARVEY EXCAVATING LL 5708 BURNETT C		2557978
2024/03/001268	09/25/2023	POL	-1,850.00	VND 077821 PO	24001329 HARVEY EXCAVATI	5708 BURNETT CREEK RD 2024		
2024/04/001352	10/25/2023	API	250.00	VND 015352 IN	VARNER 9/29/23	KNOXVILLE-KNOX COUNT PRE-DETERMINAT		2560451
2024/06/000560	12/12/2023	POE	4,650.00	VND 077821 PO	24002491 HARVEY EXCAVATI	Septic Tank Repair		
2024/07/000352	01/08/2024	API	4,650.00	VND 077821 IN	GOFF 12/21/23	HARVEY EXCAVATING LL 5025 MARVEL LA		2566459
2024/07/000352	01/08/2024	POL	-4,650.00	VND 077821 PO	24002491 HARVEY EXCAVATI	5025 MARVEL LANE 2024		
2024/08/001109	02/20/2024	POE	10,500.00	VND 077821 PO	24003114 HARVEY EXCAVATI	Septic Tank Repair		
2024/08/001348	02/22/2024	API	500.00	VND 015352 IN	2/13/24	KNOXVILLE-KNOX COUNT SOLOMON ELIGIB		2570136
2024/08/001782	02/28/2024	POM	-4,825.00	VND 077821 PO	23003919 HARVEY EXCAVATI	PER LESLIE C EMAIL ON 2/272023		
2024/09/000915	03/15/2024	API	250.00	VND 015352 IN	GOFF 12/5/23	KNOXVILLE-KNOX COUNT PRE-DETERMINAT		2572042
2024/10/000763	04/11/2024	API	500.00	VND 015352 IN	FARRO 4/9/24	KNOXVILLE-KNOX COUNT APPLICATION EL		2574198
2024/11/000525	05/07/2024	API	10,500.00	VND 077821 IN	SOLOMON 4/30/24	HARVEY EXCAVATING LL HEALTH DEPT (7		2576738
2024/11/000525	05/07/2024	POL	-10,500.00	VND 077821 PO	24003114 HARVEY EXCAVATI	HEALTH DEPT (7712 ALKI LN)2024		
2024/11/000987	05/15/2024	API	500.00	VND 015352 IN	DRAIN 5/10/24	KNOXVILLE-KNOX COUNT ELIG DETERMINA		2577404

TOTAL KCHD SEPTIC REPAIR PROGRAM-A	0.00	4,825.00	11,500.00		0.00	0.00	-6,675.00	238.3%
------------------------------------	------	----------	-----------	--	------	------	-----------	--------

TOTAL GENERAL FUND GRANTS	0.00	4,825.00	11,500.00		0.00	0.00	-6,675.00	238.3%
---------------------------	------	----------	-----------	--	------	------	-----------	--------

TOTAL REVENUES	0.00	-85,487.50	-7,500.00		0.00	0.00	-77,987.50	
TOTAL EXPENSES	0.00	90,312.50	19,000.00		0.00	0.00	71,312.50	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

JOURNAL DETAIL 2024 1 TO 2024 13

ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
GRAND TOTAL 0.00	4,825.00	11,500.00	0.00	0.00	-6,675.00	238.3%

\*\* END OF REPORT - Generated by Crystal widener \*\*

YEAR-TO-DATE BUDGET REPORT

REPORT OPTIONS

Sequence	Field #	Total	Page Break
Sequence 1	1	Y	Y
Sequence 2	9	Y	N
Sequence 3	0	N	N
Sequence 4	0	N	N

Year/Period: 2024/13  
 Print revenue as credit: Y  
 Print totals only: N  
 Suppress zero bal accts: Y  
 Print full GL account: Y  
 Double space: N  
 Roll projects to object: N

Report title:  
 YEAR-TO-DATE BUDGET REPORT

Print Full or Short description: F  
 Print MTD Version: Y  
 Print Revenues-Version headings: N  
 Format type: 1  
 Print revenue budgets as zero: N  
 Include Fund Balance: N  
 Include requisition amount: N  
 Multiyear view: D  
 Amounts/totals exceed 999 million dollars: N

Carry forward code: 1  
 Print journal detail: Y  
 From Yr/Per: 2024/ 1  
 To Yr/Per: 2024/13  
 Include budget entries: Y  
 Incl encumb/liq entries: Y  
 Sort by JE # or PO #: J  
 Detail format option: 1

Find Criteria	
Field Name	Field Value
Org	1020655
Object	
Project	
Rollup code	
Account type	
Account status	

	A	B	C	D	E	F	G	H	I	J
1	<b>FY 2024 Community Planning and Development Formula Program Allocations</b>									
2	<b>NAME</b>	<b>STA</b>	<b>CDBG</b>	<b>RHP</b>	<b>HOME</b>	<b>ESG</b>	<b>HOPWA</b>	<b>HTF</b>	<i>KEY</i>	<i>CNSRTKEY</i>
072	Smyrna	TN	\$390,599	\$0	\$0	\$0	\$0	\$0	471722	
073	Spring Hill	TN	\$160,530	\$0	\$0	\$0	\$0	\$0	471800	
074	Knox County	TN	\$1,143,385	\$0	\$404,695	\$0	\$0	\$0	479093	
075	Shelby County	TN	\$1,190,239	\$0	\$414,932	\$0	\$0	\$0	479157	

# ATTACHMENT G: CERTIFICATIONS AND STANDARD FORMS

*Attachments Included:*

- Standard Form 424 (SF-424) Application for Federal Assistance
- Assurances (HUD 424-B)
- Budget Form (424-CBW)
- Assurances for Construction Programs (SF-424D)
- Assurances for Non-Construction Programs (SF-424B)
- Applicant Disclosure Report Form 2880 (HUD 2880)
- Disclosure of Lobbying Activities (SF-LLL)
- Certification of Lobbying Activities
- Appendix B I Entitlement Local Government
- Appendix B VIII Lobbying Certifications for All Applicants



**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:**

**4. Applicant Identifier:**

479093

**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:**

Knox County

**\* b. Employer/Taxpayer Identification Number (EIN/TIN):**

62-6007979

**\* c. UEI:**

HLNTP7H1UCM7

**d. Address:**

**\* Street1:**

400 W. Main Street

**Street2:**

Suite 364

**\* City:**

Knoxville

**County/Parish:**

**\* State:**

TN: Tennessee

**Province:**

**\* Country:**

USA: UNITED STATES

**\* Zip / Postal Code:**

37902-2499

**e. Organizational Unit:**

**Department Name:**

Grants & Community Development

**Division Name:**

Finance

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

**Prefix:**

**\* First Name:**

Jenny

**Middle Name:**

**\* Last Name:**

Holden

**Suffix:**

**Title:**

Senior Director

**Organizational Affiliation:**

**\* Telephone Number:**

865-215-3929

**Fax Number:**

**\* Email:**

jenny.holden@knoxcounty.org

**Application for Federal Assistance SF-424**

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

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

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

U.S. 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:

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

Add Attachment

Delete Attachment

View Attachment

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

Enhance the quality of life fore residents by preserving affordable housing, ensuring that manufactured housing remains safe and stable for all income levels.

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.

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="7,900,000.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="7,900,000.00"/>

**\* 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

**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:

**Applicant and Recipient  
Assurances and Certifications**

U.S. Department of Housing  
and Urban Development

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

**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

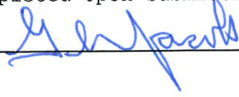
- is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.
5. Will comply with all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

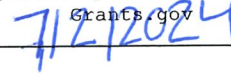
\*Signature:

Completed Upon Submission to Grants.gov



\*Date:

Completed Upon Submission to  
Grants.gov



**Grant Application Detailed Budget Worksheet**

OMB Number 2501-0044  
Expiration: 2/28/2027

<b>Applicant Name:</b>	Knox County, TN
<b>Applicant Address:</b>	400 West Main Street, Suite 364 Knoxville, TN 37902-2499

Category				Detailed Description of Budget (for full grant period)							
1. Personnel (Direct Labor)	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
Position or Individual											
Dana Walter	3,120	\$28.96	\$90,355.20	\$90,355.20		\$90,355.20					
Portia Taylor	3,120	\$25.05	\$78,156.00	\$78,156.00		\$78,156.00					
Nathan Whitley	3,120	\$27.60	\$86,112.00	\$86,112.00		\$86,112.00					
Construction Manager Open Position	6,240	\$26.79	\$167,169.60	\$167,169.60		\$0.00					
Housing Assistant Open Position	6,240	\$19.10	\$119,184.00	\$119,184.00		\$0.00					
<b>Total Direct Labor Cost</b>			\$540,976.80	\$540,977	\$0	\$254,623	\$0	\$0	\$0	\$0	\$0
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
Dana Walter	23.00%	\$ -	\$20,781.70	\$20,781.70		\$20,781.70					
Portia Taylor	23.00%	\$ -	\$17,975.88	\$17,975.88		\$17,975.88					
Nathan Whitley	23.00%	\$ -	\$19,805.76	\$19,805.76		\$19,805.76					
Construction Manager Open Position	23.00%	\$ -	\$38,449.01	\$38,449.01		\$0.00					
Housing Assistant Open Position	23.00%	\$ -	\$27,412.32	\$27,412.32		\$0.00					
<b>Total Fringe Benefits Cost</b>			\$124,425	\$124,425	\$0	\$58,563	\$0	\$0	\$0	\$0	\$0

**Grant Application Detailed Budget Worksheet**

OMB Number 2501-0044  
Expiration: 2/28/2027

Applicant Name: Knox County, TN											
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
Personal Vehicle Use for Site Visits	50000	\$0.670	\$33,500.00	\$33,500.00		\$22,110.00					
Subtotal - Trans - Local Private Vehicle			\$33,500.00	\$33,500.00	\$0	\$22,110.00	\$0	\$0	\$0	\$0	\$0
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
Conferences & Workshops (destination TBD)	8	\$800.00	\$6,400.00	\$6,400.00		\$9,600.00					
Subtotal - Transportation - Airfare			\$6,400.00	\$6,400.00		\$9,600.00					
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
Conferences & Workshops (destination TBD)	8	\$200.00	\$1,600.00	\$1,600.00		\$2,400.00					
Subtotal - Transportation - Other			\$1,600.00	\$1,600.00		\$2,400.00					
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
Conferences & Workshops (destination TBD)	32	\$90.00	\$2,880.00	\$2,880.00		\$4,320.00					
Subtotal - Per Diem or Subsistence			\$2,880.00	\$2,880.00		\$4,320.00					
<b>Total Travel Cost</b>			<b>\$44,380.00</b>								
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
<b>Total Equipment Cost</b>											

**Grant Application Detailed Budget Worksheet**

OMB Number 2501-0044  
Expiration: 2/28/2027

Applicant Name: Knox County, TN											
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
Subtotal - Non-Consumable Materials											
<b>Total Supplies and Materials Cost</b>											
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
Mullin & Lonergan Associates	30	\$300.00	\$9,000.00			\$9,000.00					
<b>Total Consultants Cost</b>			\$9,000.00			\$9,000.00					
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											
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											
<b>Total Contracts and Sub-Grantees Cost</b>											



**Grant Application Detailed Budget Worksheet**

OMB Number 2501-0044  
Expiration: 2/28/2027

Applicant Name: Knox County, TN											
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 Number 2501-0044  
Expiration: 2/28/2027

Applicant Name: Knox County, TN											
	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
<b>8g. Site work</b>											
Subtotal - Site work											
<b>8h. Demolition and removal</b>											
Demolition and removal											
Subtotal - Demolition and removal											
<b>8i. Construction</b>											
Construction fees	-	-	\$6,628,000.00	\$6,628,000.00		\$ 2,700,000.00	\$279,650.00				
Subtotal - Construction			\$6,628,000.00	\$6,628,000.00		\$2,700,000.00	\$279,650.00				
<b>8j. Equipment</b>											
Subtotal - Equipment											
<b>8k. Contingencies</b>											
Subtotal - Contingencies											
<b>8l. Miscellaneous</b>											
Subtotal - Miscellaneous											
<b>Total Construction Costs</b>			\$6,628,000.00								

# Grant Application Detailed Budget Worksheet

OMB Number 2501-0044  
Expiration: 2/28/2027

Applicant Name: Knox County, TN				HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
9. Other Direct Costs	Quantity	Unit Cost	Estimated Cost								
Item											
Knox County Administrative Costs	1	-	\$ 553,218.54	\$ 553,218.54		\$ 1,320,000.00					
<b>Total Other Direct Costs</b>											
<b>Subtotal of Direct Costs</b>			\$553,218.54	\$553,218.54		\$1,320,000.00					
10. Indirect Costs	Rate	Base	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Type											
<b>Total Indirect Costs</b>											
<b>Total Estimated Costs</b>			\$7,900,000.00	\$7,900,000		\$5,037,018.00	\$279,650.00				

<b>Grant Application Detailed Budget Worksheet</b>	OMB Number 2501-0044 Expiration: 2/28/2027
--	---

Detailed Description of Budget		
Analysis of Total Estimated Costs	Estimated Cost	Percent of Total
1 Personnel (Direct Labor)	540,976.80	6.8%
2 Fringe Benefits	124,424.66	1.6%
3 Travel	44,380.00	0.6%
4 Equipment	0.00	0.0%
5 Supplies and Materials	0.00	0.0%
6 Consultants	9,000.00	0.1%
7 Contracts and Sub-Grantees	0.00	0.0%
8 Construction	6,628,000.00	83.9%
9 Other Direct Costs	553,218.54	7.0%
10 Indirect Costs	0.00	0.0%
<b>Total:</b>	<b>7,900,000.00</b>	<b>100.0%</b>
<b>Federal Share:</b>		
<b>Match</b> (Expressed as a percentage of the Federal Share):		

## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009  
Expiration Date: 02/28/2025

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.

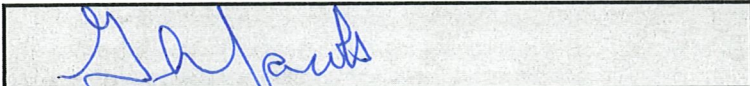
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**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 	TITLE Knox County Mayor
APPLICANT ORGANIZATION Knox County	DATE SUBMITTED 7/2/24

## 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.

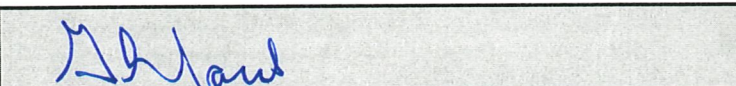
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**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 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 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).
6. Will comply with all Federal statutes relating to nondiscrimination. 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.
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.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Knox County Mayor
APPLICANT ORGANIZATION Knox County	DATE SUBMITTED 7/8/24



**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:

U.S. Department of Housing and Urban Development

Government Agency Address:

\* Street1: 451 7th Street, S.W.

Street2:

\* City: Washington

County:

\* State: D.C.

\* Zip Code: 20410

\* Country: USA

\* Type of Assistance: CDBG

\* Amount Requested/Provided: \$ 358,200.20

\* Expected Uses of the Funds:

Home rehabilitation for low-to-moderate income families in Knox County.

Department/State/Local Agency Name:

\* Government Agency Name:

Government Agency Address:

\* Street1:

Street2:

\* City:

County:

\* State:

\* Zip Code:

\* Country:

\* Type of Assistance:

\* Amount Requested/Provided: \$

\* Expected Uses of the Funds:

Note: Use additional pages if necessary.

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 %)

			\$		%

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**

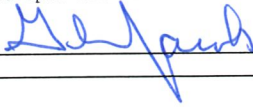
I/We, the undersigned, certify under penalty of perjury that the information provided above is true, correct, and accurate.

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

7/2/24

## 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.

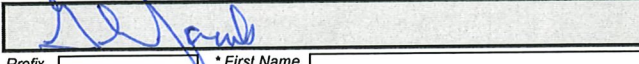
4. "Other government assistance" is defined to include any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the Federal government (other than that requested from HUD in the application), a State, or a unit of general 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.

# 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

<b>1. * Type of Federal Action:</b> <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	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: <input type="text" value="Knox County"/> * Street 1: <input type="text" value="400 W. Main Street"/> Street 2: <input type="text" value="Suite 364"/> * City: <input type="text" value="Knoxville"/> State: <input type="text" value="TN: Tennessee"/> Zip: <input type="text" value="37902"/> Congressional District, if known: <input type="text"/>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:		
<b>6. * Federal Department/Agency:</b> <input type="text" value="Housing and Urban Development"/>	<b>7. * Federal Program Name/Description:</b> <input type="text" value="Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Competition"/> CFDA Number, if applicable: <input type="text" value="14.024"/>	
<b>8. Federal Action Number, if known:</b> <input type="text"/>	<b>9. Award Amount, if known:</b> \$ <input type="text"/>	
<b>10. a. Name and Address of Lobbying Registrant:</b> Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
<b>b. Individual Performing Services</b> (including address if different from No. 10a) Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
<b>11.</b> 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:  * Name: Prefix <input type="text"/> * First Name <input type="text" value="Glenn"/> Middle Name <input type="text"/> * Last Name <input type="text" value="Jacobs"/> Suffix <input type="text"/> Title: <input type="text" value="Knox County Mayor"/> Telephone No.: <input type="text" value="865-215-2005"/> Date: <input type="text" value="7/2/24"/>		
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

## 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	
<input type="text" value="Knox County"/>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text" value="Glenn"/> Middle Name: <input type="text"/>
* Last Name: <input type="text" value="Jacobs"/>	Suffix: <input type="text"/>
* Title: <input type="text" value="Knox County Mayor"/>	
* SIGNATURE: <input type="text" value="Completed on submission to Grants.gov"/>	* DATE: <input type="text" value="Completed on submission to Grants.gov"/>

*[Handwritten Signature]*

*7/2/24*

## Appendix B.I Entitlement Local Government

### PRICE CERTIFICATIONS FOR ENTITLEMENT LOCAL GOVERNMENT APPLICANTS

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

**Affirmatively Further Fair Housing** --The jurisdiction 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 jurisdiction'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 paragraph 1 and 2 of this anti-lobbying 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 Jurisdiction** -- The submission of the PRICE application is authorized under state and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** --The housing activities to be undertaken with PRICE funds are consistent with the strategic plan in the jurisdiction'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.



**Community Development Plan** -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that 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.

**Following a Plan** -- It is following a current consolidated plan that has been approved by HUD.

**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 has adopted and is 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.

 Signature of Authorized Official

7/2/24 Date

Knox County Mayor Title


**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.



\_\_\_\_\_  
Signature of Authorized Official

7/2/24 Date

Knox County Mayor

\_\_\_\_\_  
Title

# ATTACHMENT H: SUMMARY OF PUBLIC COMMENTS

*Attachments Included:*

- Knox Focus Affidavit of Publication
- Tear Sheet for June 17, 2024
- KCGCD Website Screenshot

**PUBLIC NOTICE**

Knox County published a notice in the Knoxville Focus and on the Knox County website on June 17, 2024. Information regarding the application comment period and public hearing were included in the Public Notice. KCGCD emailed out information on the Public Hearing and application to stakeholders.

**PUBLIC HEARING**

Knox County Grants & Community Development hosted a hybrid Public Hearing on July 1, 2024 at 3:00pm. Attendees are invited to attend in-person at Knox County's Grants Community Development office at 405 Dante Road, or register to attend on Zoom at <https://knoxcounty.org/communitydevelopment/>. There were no attendees.

**PUBLIC COMMENT PERIOD PARTICIPATION**

Knox County residents and stakeholders are encouraged to share their verbal or written comments about the County's PRICE Main Application. The application was made available for public comment from June 17 through July 4, 2024. A digital copy of the application was made available on the KCGCD website. Hard copies of the application are available upon request. No comments were received.



# The Knoxville FOCUS



www.knoxfocus.com

4109 Central Avenue Pike | Knoxville TN 37912  
686-9970 Office | 686-9966 Fax

## Affidavit of Publication

Type of Advertisement: PUBLIC NOTICE

Docket No.: KNOX CO GRANTS & COMMUNITY DEV PUBLIC HEARING,  
JULY 1, 2024

Case of: KCGCD

STATE OF TENNESSEE  
County of Knox

Comes the Affiant, Pam Poe, and having been duly sworn deposes and states:

I, Pam Poe, of Knox County and having been duly authorized to do so on behalf of The Knoxville Focus, a "newspaper of general circulation" circulated to Knox County, and that the advertising notice, of which a copy is attached hereto, was published in said newspaper on the following dates:

6/17/2024

\_\_\_\_\_

6/17/2024

Date

*Pam Poe*  
Signature

Sworn to and subscribed before me this 17TH DAY OF JUNE

Notary Public:

*Ruthie H. Akers*



**The Knoxville Focus**  
P.O. Box 18377  
4109 Central Avenue Pike  
Knoxville, TN 37912





## Public Notices

### Knox County 2024 PRICE Application

The Knox County Grants & Community Development (KCGCD) office is releasing its draft application for the U.S. Department of Housing and Urban Development (HUD) Preservation and Reinvestment Initiative for Community Enhancement (PRICE) program. We are seeking public comment on the draft from June 17 through July 4, 2024.

KCGCD will host a Public Hearing at 3:00 p.m. on Monday, July 1, 2024, at 405 Dante Road, Knoxville, TN 37918. Citizens are encouraged to share input at the public hearing, which can be attended in person or virtually through Zoom.

[2024 PRICE Public Notice](#)

[2024 PRICE Aviso Público](#)

[Register to Attend the Public Hearing Virtually](#)

[Knox County 2024 PRICE Application](#)

### Get Connected



Grants and Community Development

▼ Main Office

City County Building

Suite 364  
400 Main Street  
Knoxville, TN 37902

▼ Dante Office

▼ Public Safety

Phone: 865-215-3980  
Fax: 865-215-3997

Hours:  
Monday - Friday  
8:00 am - 4:30 pm