

GRANT AGREEMENT ATTACHMENTS A-F

ATTACHMENT A

SCOPE OF WORK

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee with respect to the contents of this attachment, provisions within this attachment shall take precedence.

1. Scope of Work:

Utility improvements to Main Street (from 1st Avenue to 6th Avenue), including:

- Acquisition of permanent property easements necessary for the project;
- Repair, rehabilitation, relining and/or replacement of designated sanitary sewer mains, service laterals, and manholes;
- Replacement of existing Lift Station #2 with new Lift Station #5, with subsequent demolition of Lift Station #2;
- Installation of gravity sanitary sewer to new Lift Station #5;
- Replacement of watermain, with installation of new curb stop shutoff valves and hydrants;
- Replacement of storm sewer & inlets, with installation of new storm sewer services to provide an outlet for sump pumps & surface discharges; and
- Reconstruction of roadway, concrete curbs, gutters, and sidewalks along both sides of the street.

Completion of engineering & grant administration work necessary for the project.

2. Timetable:

This Timetable is based on an August 4, 2025 – December 31, 2027, PF Performance Period.

Due Date	Activity
Prior to Acquisition/Relocation (if applicable to project)	• Execute Grant Agreement (<i>execution is required prior to acquiring property and/or paying relocation benefits if funded, in whole or in part, with CDBG funds</i>). • Complete <i>Environmental Report</i> (ER) and obtain official approval from DEHCR Environmental Desk (<i>approval is required prior to acquiring property and/or paying relocation benefits if funded, in whole or in part, with CDBG funds</i>). • Submit copy of ER approval received from DEHCR Environmental Desk to assigned DEHCR CDBG Project Representative. • Submit <i>Notice of Acquisition/Relocation to DEHCR</i> form if any acquisition (including easements) and/or relocation activities will be required for the CDBG Project. • Complete all other applicable acquisition and relocation related activities specified in the Program Implementation Handbook as required before acquiring property and paying relocation benefits.

Due Date	Activity
Prior to Starting Construction	• Execute Grant Agreement. • Complete <i>Environmental Report</i> (ER) and obtain official approval from DEHCR Environmental Desk. • Submit copy of approval received from DEHCR Environmental Desk to assigned DEHCR CDBG Project Representative. • Complete all applicable acquisition and relocation related activities specified as required prior to the start of construction for any property purchase(s), easement(s), etc. (if applicable to the CDBG Project). • Establish record keeping system. • Establish financial management system. • Procure engineering and administrative services, if contracting with third-party firm(s) for these services. • Enter into the grant administration contract, if contracting with a third-party for grant administration, and submit executed contract to DEHCR CDBG Project Representative. • Obtain federal Davis-Bacon wage decision(s) for the construction contract(s) to insert in the bid packet(s) if federal labor standards are applicable to Project. • Complete <i>Record of Wage Decision Selection</i> form prior to bidding if federal labor standards are applicable to project and submit to DEHCR CDBG Project Representative for review. • Prepare and solicit construction and/or demolition related bids. • Check for wage decision updates prior to the bid opening date in accordance with the guidance in the Program Implementation Handbook. If there are any changes, update the bid packet(s) and inform known potential bidders of the update(s). • Record the updated wage decision(s) information in effect at the time of bid opening, or on the contract award date if the contract award occurs more than 90 days after bid opening, on the <i>Notice of Contractor Award</i> form. • Submit <i>Notice of Contractor Award</i> form(s) for each prime contract awarded to DEHCR CDBG Project Representative. • Submit detailed bid tabulation summary to DEHCR CDBG Project Representative. • Submit copies of the advertisement(s) for bids along with the publisher's affidavit(s) to DEHCR CDBG Project Representative. • Obtain all necessary permits. • Submit <i>Force Account Affidavit</i> form to DEHCR if local government employees will be conducting any construction work on the project. • Hold pre-construction meeting (optional but strongly recommended) and submit meeting minutes/notes to DEHCR CDBG Project Representative (if held). • Ensure required project sign and labor standards documents are posted at the project site (i.e., construction location) in accordance with the requirements set forth in the Program Implementation Handbook (prior to or within the first week of starting construction). Obtain photographic evidence verifying that required documentation has been posted, and retain photos in the project file.

Due Date	Activity
January 15, 2026	• Submit <i>Single Audit Statement</i> for calendar year 2025 (CY2025) to DEHCR CDBG Project Representative. • Arrange for single audit, <i>if required</i>. <i>Single Audit Report</i> will be due to Federal Audit Clearinghouse (FAC) within 30 days of single audit being completed or September 30, 2026, whichever date is <i>earlier</i>.
March 25, 2026	• Submit semi-annual <i>CDBG Project Data Report</i> for the reporting period of October 1, 2025, through March 31, 2026 (reporting project activities from the Award Date through March 31, 2026), unless notified by DEHCR CDBG Project Representative of another submission date.
April 15, 2026	• Submit <i>Semi-Annual Summary Narrative Report</i> (including all applicable supporting documentation) for the reporting period of October 1, 2025, through March 31, 2026 (reporting project activities from the Award Date through March 31, 2026). Reporting must follow the guidance provided in the Program Implementation Handbook.
July 1, 2026	• Begin construction.
September 25, 2026	• Submit semi-annual <i>CDBG Project Data Report</i> for the reporting period of April 1, 2026, through September 30, 2026, unless notified by DEHCR CDBG Project Representative of another submission date.
September 30, 2026	• Complete the Fair Housing Actions as described in the Attachments of this Agreement. • Complete single audit and submit <i>Single Audit Report</i> for CY2025 to Federal Audit Clearinghouse (FAC) if the Grantee was required to complete a single audit for CY2025 (submit within 30 days of single audit completion or September 30, 2026, whichever date is <i>earlier</i>). • Submit record of submission from the FAC website to DEHCR CDBG Project Representative, <i>if applicable</i>. Reporting must follow the guidance provided in the Program Implementation Handbook.
October 15, 2026	• Submit <i>Semi-Annual Summary Narrative Report</i> (including all applicable supporting documentation) for the reporting period of April 1, 2026, through September 30, 2026. Reporting must follow the guidance provided in the Program Implementation Handbook. • Report Fair Housing Actions completed (in the Fair Housing section of the <i>Semi-Annual Summary Narrative Report</i>) and submit supporting documentation to DEHCR CDBG Project Representative in accordance with the guidance and requirements specified in the Program Implementation Handbook and this Agreement.

Due Date	Activity
January 15, 2027	- Submit <i>Single Audit Statement</i> for CY2026 to DEHCR CDBG Project Representative. - Arrange for single audit, <i>if required</i>. <i>Single Audit Report</i> will be due to Federal Audit Clearinghouse (FAC) within 30 days of single audit being completed or September 30, 2027, whichever date is <i>earlier</i>.
March 25, 2027	Submit semi-annual <i>CDBG Project Data Report</i> for the reporting period of October 1, 2026, through March 31, 2027, unless notified by DEHCR CDBG Project Representative of another submission date.
March 31, 2027	Give proper notice for and conduct second Citizen Participation Public Hearing to report progress to, and receive input from, local community regarding the CDBG Project in accordance with the guidance and requirements specified in the Program Implementation Handbook, the Grantee's <i>Citizen Participation Plan</i>, and this Agreement. <i>The second hearing must be held <u>AFTER</u> construction has started and <u>DURING</u> the construction period.</i>
April 15, 2027	- Submit <i>Semi-Annual Summary Narrative Report</i> (including all applicable supporting documentation) for the reporting period of October 1, 2026, through March 31, 2027. Reporting must follow the guidance provided in the Program Implementation Handbook. - Report status of second Citizen Participation Public Hearing completion (in the 2nd Citizen Participation Public Hearing section of the <i>Semi-Annual Summary Narrative Report</i>) and submit supporting documentation to DEHCR CDBG Project Representative, including: - The hearing notice [with the affidavit of publication from the newspaper publisher and/or clerk certification of notice postings, as applicable in accordance with the Grantee's <i>Citizen Participation Plan</i>], 2nd <i>Citizen Participation Public Hearing Certification</i> form, - Hearing minutes, and - Attendance list (if all attendees are not listed in the hearing minutes).
September 25, 2027	Submit semi-annual <i>CDBG Project Data Report</i> for the reporting period of April 1, 2027, through September 30, 2027, unless notified by DEHCR CDBG Project Representative of another submission date.
September 30, 2027	- Complete single audit and submit <i>Single Audit Report</i> for CY2026 to Federal Audit Clearinghouse (FAC) if the Grantee was required to complete a single audit for CY2026 (submit within 30 days of single audit completion or September 30, 2027, whichever date is <i>earlier</i>). - Submit record of submission from the FAC website to DEHCR CDBG Project Representative, <i>if applicable</i>. Reporting must follow the guidance provided in the Program Implementation Handbook.

Due Date	Activity
October 15, 2027	• Submit <i>Semi-Annual Summary Narrative Report</i> (including all applicable supporting documentation) to DEHCR CDBG Project Representative for the reporting period of April 1, 2027, through September 30, 2027. Reporting must follow the guidance provided in the Program Implementation Handbook.
October 31, 2027	• Complete all construction activities. • End of construction period. <i>No construction expenses may be incurred after this date.</i>
December 31, 2027	• Submit final CDBG payment request and supporting documents. • Submit <i>Project Completion Report</i> (including the <i>Final Summary Narrative</i> for the period of October 1, 2027, through December 31, 2027, which appears within the <i>Project Completion Report</i>, and all supporting documentation). Reporting must follow the guidance provided in the Program Implementation Handbook. • Submit semi-annual <i>CDBG Project Data Report</i> for the reporting period of October 1, 2027, through March 31, 2028 (reporting project activities October 1, 2027, through December 31, 2027). • Submit <i>Final Labor Standards Compliance Report</i> (FLSCR) for each prime construction contractor.
January 15, 2028	• Submit <i>Single Audit Statement</i> for CY2027 to DEHCR CDBG Project Representative. • Arrange for single audit, <i>if required</i>. <i>Single Audit Report</i> will be due to Federal Audit Clearinghouse (FAC) within 30 days of single audit being completed or September 30, 2028, whichever date is <i>earlier</i>.
Within 60 Days of Receipt of Final CDBG Payment	• Submit <i>Financial Certification of Completion</i> and supporting documentation (following the guidance provided on the <i>Financial Certification</i> and in the Program Implementation Handbook).
September 30, 2028	• Complete single audit and submit <i>Single Audit Report</i> for CY2027 to Federal Audit Clearinghouse (FAC) if the Grantee was required to complete a single audit for CY2027 (submit within 30 days of single audit completion or September 30, 2028, whichever date is <i>earlier</i>). • Submit record of submission from the FAC website to DEHCR CDBG Project Representative, <i>if applicable</i>. Reporting must follow the guidance provided in the Program Implementation Handbook.

ATTACHMENT B**BUDGET**

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee with respect to the contents of this attachment, provisions within this attachment shall take precedence.

Project	CDBG-PF Award Amount	Grantee Match Amount	Total
Main Street Infrastructure Improvements	\$ 1,000,000	\$ 500,000	\$ 1,500,000

Grantee Match:

The Grantee must contribute a minimum match amount that meets the 2:1 ratio requirement (maximum \$2 CDBG for every \$1 Grantee Match) to receive the full CDBG Award Amount.

Engineering/Architectural Costs:

No CDBG funds will be used for engineering/architectural costs. All engineering/architectural costs will be borne by the Grantee.

Administrative Costs:

Eligible administration costs for the purposes of this Agreement to be paid with CDBG funding shall not exceed the amount designated on the CDBG Payment Request form. Any administration costs exceeding the designated amount shall be borne by the Grantee.

ATTACHMENT C

SOURCE OF FUNDS

Program Name: The United States Government, through the Housing and Community Development Act (HCDA) of 1974, as amended, has established the Community Development Block Grant (CDBG) Program and has allowed each state to elect to administer CDBG funds for its non-entitlement areas, subject to certain conditions.

Assistance Listing Number (ALN): The ALN for the CDBG Program is 14.228.

Federal Award Identification Number (FAIN): <Entry by DEHCR Fiscal>

Federal Award Date: <Entry by DEHCR Fiscal>

Total Amount of the Federal Award: <Entry by DEHCR Fiscal>

Amount of Federal Funds Obligated by this Award: Award Amount in Attachment B

Funding Source:

The funds awarded under this Agreement have been encumbered and are subject to continued availability of funding from the U.S. Department of Housing and Urban Development.

The contact information for the federal awarding official is:

Garry Werra
Director

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
310 West Wisconsin Avenue, Suite 950W
Milwaukee, WI 53203-2289

Phone: 414-935-6644
garry.m.werra@hud.gov
Fax: 414-935-6779

The contact information for the pass-thru agency official is:

David Pawlisch, Division Administrator

Department of Administration
Division of Energy, Housing & Community Resources
101 E. Wilson Street
Madison, WI 53707

Phone: 608-261-7538
David.Pawlisch@wisconsin.gov

ATTACHMENT D

METHOD OF PAYMENT

CDBG Funds:

CDBG funds awarded through this Agreement shall be released upon submission of required reporting. Request for final payment of any and all funds awarded by this Agreement, including Project and administrative funds, must be received by the Department as set forth in the Timetable in Attachment A. If the cost of making payments to eligible CDBG grantees under this and other outstanding CDBG agreements exceeds the total amount appropriated by HUD, the Department, in its sole discretion, may:

1. Prorate and reduce the amount payable to the Grantee hereunder;
2. Terminate this Agreement under Articles 10 and 21 of this Agreement.

10% of the total grant award, up to a maximum of \$25,000.00, will be withheld from disbursement until the Grantee successfully completes the Project and submits Project Completion documentation. The Department must approve the Project Completion report for the Project to be considered complete.

Upon receipt by the Department of all CDBG Program required working documents, Grantee may request CDBG funds under this Agreement. The Grantee must comply with the payment request requirements in the Program Implementation Handbook.

The Department is not responsible for Grantee's disbursement of funds to contractors, sub-grantees and/or other creditors.

Project Funds:

Project funds will be disbursed pursuant to the Budget described in Attachment B. The Grantee is responsible for requesting all payments as described in the Financial Management chapter of the Department's Program Implementation Handbook.

Administrative Funds:

CDBG administrative funds are to be disbursed pursuant to the Budget described in Attachment B and according to the procedures in the Department's Program Implementation Handbook.

Matching Funds:

The Grantee shall provide sufficient funds to ensure that the Grantee match requirement is met, as established in the Budget for the work described in the Scope of Work in Attachment A. Costs in excess of the amounts established in the Budget will be the responsibility of the Grantee. Funds spent on activities outside the Scope of Work or funds spent in violation of the standards established in this Agreement cannot be claimed as Grantee match. It shall be considered an event of default if the Department determines the Grantee has not satisfied the Grantee match funds requirement. The Department may require repayment in an amount determined by the Department in order to bring the Grantee into compliance with the Grantee match requirement.

ATTACHMENT E

REPORTING REQUIREMENTS

The Grantee agrees to follow the reporting procedures of the Department as specified in the most recently published Program Implementation Handbook and 24 CFR Part 570, and any subsequent revisions including but not limited to:

Reporting:

The reporting shall be in the format as described in the Program Implementation Handbook.

Semi-Annual Reporting:

Semi-Annual Summary Narrative Reports for the reporting periods of April 1st through September 30th and October 1st through March 31st shall be submitted during the Performance Period and are due per the Timetable in Attachment A.

Single Audit Reporting:

The Grantee shall submit a Single Audit Statement letter advising the Department of whether or not a Single Audit will be performed. The Single Audit Statement letter shall be submitted each calendar year during the Performance Period and thereafter until this Agreement has been closed out, and is due per the Timetable in Attachment A. If a Single Audit is required for a calendar year, then the Single Audit Report shall be submitted in accordance with the Timetable in Attachment A.

Section 3 Reporting:

The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very low-income residents and for low- or very low-income businesses in connection with projects and activities in their communities. The Section 3 data reporting shall be submitted in accordance with the Timetable in Attachment A if applicable to the Project in accordance with the Program Implementation Handbook.

Labor Standards Reporting:

The U.S. Department of Labor (USDOL) requires federal agencies administering programs subject to the Davis-Bacon and Related Act (DBRA) and the Contract Work Hours and Safety Standards Act (CWHSSA) to furnish a Semi-annual Labor Standards Enforcement reporting form, even if the number of hours worked for the reporting period are equal to zero. The Labor Standards data reporting shall be submitted in accordance with the Timetable in Attachment A, if applicable to the Project in accordance with the Program Implementation Handbook.

Equal Opportunity Reporting:

Grantee shall submit the following reports concerning equal opportunity reporting compliance:

- Minority-owned Business Enterprise/Women-owned Business Enterprise (MBE/WBE) reporting; and
- Fair Housing Actions reporting.

These reporting requirements shall be submitted in accordance with the Timetable in Attachment A.

CDBG Jobs Project Employee Self-Certification Report:

For CDBG projects that require job creation and/or retention by a business, reporting of jobs created and/or retained by the business is required. If applicable, the CDBG Jobs Project Employee Self-Certification Report and supporting documents shall be submitted in accordance with the Timetable in Attachment A.

Client Income Certification Report:

For CDBG projects that require client income certifications for clients receiving services, a Client Income Certification Report is required. If applicable, the Client Income Certification Report and supporting documents shall be submitted in accordance with the Timetable in Attachment A.

Project Completion Report:

The Project Completion Report and supporting documents must be submitted no later than sixty (60) days (i.e., approximately 2 months) after the Construction End Date as listed in the Timetable in Attachment A. The report shall be in the format designated by the Department in the Program Implementation Handbook and include a summary of Program performance compared to Program goals and use of Program Income.

Financial Certification of Completion:

The Financial Certification of Completion and supporting documents must be submitted no later than sixty (60) days after the Grantee receives the final CDBG payment, in the format designated by the Department in the Program Implementation Handbook.

Additional Reports and Information:

The Department reserves the right to amend and require additional information or reports as needed.

ATTACHMENT F

PROGRAM RULES

The Grantee shall comply with the Program Rules as follows:

1. DEPARTMENT POLICIES AND PROCEDURES

The Grantee agrees to follow policies and procedures of the Department including, but not limited to, the most recently published Program Implementation Handbook and 24 CFR Part 570, and any subsequent applicable amendments or changes to either.

The Grantee understands the Department has discretion to establish and revise the policies and procedures necessary to administer the CDBG Program.

In the event of a conflict between Department policies and procedures and 24 CFR Part 570, the Department, in its discretion, shall determine which Department policies and procedures or parts of Department policies and procedures apply.

2. FAIR HOUSING

The Grantee shall comply with Title VIII of the Federal Civil Rights Act of 1968 (as amended), and s. 106.50, Wis. Stats., and any subsequent relevant laws or amendments.

The Grantee will accomplish the following three (3) Fair Housing activities, as specified in the Grantee's CDBG application and response to the pre-agreement letter, to further Fair Housing throughout the distribution area according to Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.

- Enact, strengthen, or advertise a local fair housing law;
- Have the local governing body or Chief Elected Official (CEO) publicly endorse the principle of fair housing and of adherence to the fair housing law in the form of a proclamation, resolution, or similar publicized statement of importance; and
- Display a fair housing poster or provide fair housing information at an appropriate public place.

These activities must be completed no later than the due date as listed in the Timetable in Attachment A. Failure to complete these activities may result in suspension of funds until these activities are completed.

3. AMENDMENT

The Grantee understands that the Department will not entertain a request for an amendment within thirty (30) days of the end of this Agreement.

4. ADMINISTRATIVE STAFF

The Grantee shall maintain a staff sufficient to administer this Agreement and the activities and requirements arising therefrom. All records pertaining to this Agreement shall be kept at the Grantee's official place of business or at the office of the Grantee's administrator of this Agreement during the Performance Period. However, at completion of the Project all records shall be in the possession of the Grantee and maintained at the Grantee's official place of business. All

subcontracts for the administration of this Agreement must be submitted to the Department for review prior to execution.

5. MONITORING

The Grantee will be monitored at least once during the Performance Period of this Agreement. Grantees may be monitored on-site at the Grantee's office or the Grantee will be asked to submit their files to the Department for a desk monitoring session.

6. ENVIRONMENTAL PROTECTION

The Grantee's chief executive officer or equivalent shall assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 CFR Part 58. The Grantee hereby consents to the jurisdiction of the federal courts for the purpose of enforcement of their responsibilities under NEPA and 24 CFR Part 58. The Grantee shall comply with the terms in the Environmental Review section of the Program Implementation Handbook.

7. BUILD AMERICA, BUY AMERICA ACT

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC § 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's Project. Pursuant to the U.S. Department of Housing and Urban Development's (HUD's) notice, "Public Interest Phased Implementation Waiver for FY2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates are subject to BABA requirements, unless excepted by a waiver.

8. LABOR STANDARDS

The Grantee shall comply with and assure compliance of all Project contractors and subcontractors with the Davis-Bacon Act, 40 U.S.C. § 276a-276a-5 as amended, the Contract Work Hours and Safety Standards Act, 40 U.S.C. Chapter 37, and other applicable Federal laws and regulations pertaining to labor standards, and the Labor Standards section of the Program Implementation Handbook.

9. ACQUISITION/RELOCATION

The Grantee shall:

- Comply with Ch. 32, Wis. Stats., and related administrative rules issued by the Wisconsin Department of Administration.
- Comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the Wisconsin Department of Transportation Implementing Instructions related to 49 CFR Part 24.
- Comply with the requirements in the Acquisition and Relocation section of the Program Implementation Handbook.
- Comply with the Acquisition and Relocation related requirements of Section 104(d) and Section 106(d) of the HCDA (42 USC § 5304(d)).

10. ACQUISITION AND DISPOSITION OF PROPERTY AND EQUIPMENT

The Grantee shall comply with the Procurement Policy section of the Program Implementation Handbook and account for any tangible personal property acquired with CDBG funds. All proceeds derived from the disposition of real property acquired with CDBG funds shall be treated as Program Income as described within this Agreement.

11. LOBBYING

The Grantee shall comply with Section 319 of Public Law 101-102 and 24 CFR Part 87. The Grantee shall maintain a file containing signed copies of 24 CFR 87, Appendix A, 'Certification Regarding Lobbying', and 24 CFR 87, Appendix B, 'Disclosure of Lobbying Activities' for all contracts, if applicable.

12. RECORD KEEPING

The Grantee must maintain all documentation related to the Project and program requirements specified in this Agreement, Program Implementation Handbook, Code of Federal Regulations, Wisconsin Statutes, and other pertinent requirements. In general, records are to be retained indefinitely until notified by the DOA that the records may be disposed of, unless there is litigation, claims, negotiations, or other actions involving the records, which started before the notification has been received from DOA. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or until receipt of DOA disposal notification, whichever is longer.

Representatives of the State of Wisconsin, HUD, the Comptroller General of the United States, or of other authorized governmental agencies have the right of access to any pertinent records of a subrecipient to make audits, examinations, excerpts, and transcripts.

13. PROGRAM INCOME

"Program Income" means gross income received by the Grantee directly generated from the use of the Agreement award including, but not limited to, the following:

- (a) repayments of funds that had been previously provided to eligible beneficiaries;
- (b) interest earned on any or all Agreement funds obtained from the Department;
- (c) proceeds derived after the Agreement close-out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program Income pending its disposition.

The Grantee shall record all Program Income which shall be used in accordance with the rules and regulations of the Program funding source. If at any time changes in the use of Program Income are considered, the Grantee shall submit a plan detailing the proposed uses of Program Income to the Department for approval. Should the Grantee decide following Agreement close out to discontinue using Program Income for such purposes, the Grantee shall return the Program Income balance and any additional Program Income accrued to the State by January 31 of the following year.

14. FAILURE TO PERFORM

The Department shall require repayment for failure to perform, including, but not limited to, any failure to meet any HUD requirement.