

A Town of Paradise
Sponsored "HOME" Program

OWNER-OCCUPIED HOUSING REHABILITATION

Home Repair Program Guidelines

January 2008

HOMEOWNER REHABILITATION PROGRAM GUIDELINES

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HOUSING REHABILITATION PROGRAM GUIDELINES

1.0. GENERAL

The Town of Paradise, hereinafter referred to as the “Sponsor” has entered into a contractual relationship with the California Department of Housing and Community Development (“HCD”) to administer one or more HCD-funded programs. The home repair program described herein (the “Program”) is designed to provide financial assistance to eligible homeowners with health, safety and code deficiency-related repairs to their homes, also referred to herein as “housing units”, located within the Program’s eligible area, as described in Section 3.0. The Program provides this assistance in the form of deferred payment “silent” second priority loans on housing units that are occupied by the homeowners. The Program will be administered by the Town of Paradise or its designee, (the “Program Operator”). (Note: Program Operator may be the Sponsor, or may be a named contractor, consultant, or subrecipient that has been approved by the Sponsor.)

1.1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation be excluded, denied benefits or subjected to discrimination under the Program. The Sponsor will ensure that all persons, including those qualified individuals with handicaps have access to the Program.

- A. The Fair Housing Lender logo will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program’s eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The Program may sponsor homebuyer classes to help educate homebuyers about the home buying process and future responsibilities.
- B. The Program Operator will work with local non-profit organizations and public service agencies to explain Program requirements and processes.

- C. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The Program Sponsor should take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.

1.2. APPLICATION PROCESS AND SELECTION

An eligible property will be any home valued at or under the HCD maximum sales price limit, after rehabilitation, and located in the incorporated area of the Town of Paradise. See Attachment H for the current After-Rehabilitation Value Limits.

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- A. Homeowner requests or obtains an Interest Form and Program Information Packet from the Town, completes the Interest Form and returns it to the Town. Staff reviews the Interest Form, sends an acknowledgement letter to Applicant, and adds Homeowner to waiting list.
- B. Homeowner is selected from waiting list on a first-come-first-served basis. (NOTE: Applicants with serious health/safety issues may be given a higher priority based on staff determination.). An application form is sent to the homeowner. The homeowner returns completed application form, along with requested verification items (i.e. income verification, bank statements, etc.). Staff reviews the application packet for completeness, orders a property profile from Title Company and runs a credit report on the Homeowner. The Program Supervisor reviews the application packet for pre-qualification.
- C. The Program Supervisor makes an appointment with the Homeowner to inspect the subject property to determine improvements to be made under the program and to discuss the next steps in the process. (See Appendices F and G for eligible activities and rehabilitation standards.)
- D. Program Supervisor provides work write-up to Staff. Staff prepares and mails bid packets to a minimum of three (3) contractors for each phase of work requesting sealed bids to be submitted by a specified cut-off date (approximately 2 ½ weeks).
- E. Sealed bids are received from contractors and opened after the cut-off date by Program Supervisor and Staff Assistant. A Bid Comparison Form is completed showing all bids by category. A Contractor Selection Sheet is completed for the Homeowner to review.
- F. The homeowner reviews the bids and selects the contractor(s). At this time, the Homeowner authorizes the Town to open an escrow and reviews a sample set of loan documents.
- G. The loan document packet is submitted to the Town Manager for loan approval. An escrow is opened with the local Title/Escrow Office and a limited title insurance policy (LCP) is ordered.
- H. The loan document packet is completed by Staff and signed off by the Town Manager and Town Attorney. Appointments are set up with the Program

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Supervisor and the selected contractor(s) to review the project and to sign the Construction Contract(s).

- I. The loan document packet is delivered to the Escrow Officer for the Homeowner's signing. After all documents are completely executed and the 3-day Notice of Recission period has expired, the Deed of Trust is recorded and the loan document packet is returned to Town Staff.
- J. The Town sends out Notice to Proceed forms to the Contractor(s) requesting them to schedule their portion of the work within a ten-day period. Staff creates a work schedule for the project.
- K. If owner cannot live in the home while the repairs are underway, other living arrangements will be made. The homeowner may use HOME grant funds for temporary housing; however, the total HOME funds (grant and/or loan) cannot exceed the subsidy limit.
- L. Contractors obtain required building permits, complete work per their contracts and schedule necessary final inspections. Upon receipt of Contractor's invoice, Staff confirms all permits and final inspection copies are in file, confirms Homeowner's satisfaction with job and releases 90% payment to Contractor (or progressive payments if called for in contract).
- M. Staff files Notice of Completion with the County Recorder.
- N. Thirty days from the date of work completion, Staff checks County Recorder files for any Mechanic's Liens. If record is clear, final 10% payment is released to Contractor.
- O. When all phases of construction have been completed and all payments have been made on project, accounting sheet is completed by Staff and a letter reflecting such accounting, closing out the project, is sent to Homeowner.
- P. All required paperwork is submitted to State for reimbursement and project is closed.
- Q. Town sets up a monitoring procedure for annual review of grant recipient conformance with terms of the loan.

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1.3. CONFLICT OF INTEREST REQUIREMENTS

When the Sponsor's program contains Federal funds, the following shall be addressed: in accordance with title 24, Section 570.611 of the Code of Federal Regulations, no member of the governing body and no official, employee or agent of the local government, nor any other person who exercises policy or decision-making responsibilities (including members of the loan committee and officers, employees, and agents of the loan committee, the administrative agent, contractors and similar agencies) in connection with the planning and implementation of the Program shall directly or indirectly be eligible for this Program. This ineligibility shall continue for one year after an individual's relationship with the Sponsor ends. Exceptions to this policy can be made only after

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public disclosure and **an opinion of the local government's attorney stating that such interest for which the exception is sought would not violate State or local law.**

1.4. NON-DISCRIMINATION REQUIREMENTS

The Program is administered in accordance with the Town's commitment to non-discrimination and applicable Federal and State Regulations. No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination under any program or activity funded in whole or in part with state/federal funds on the basis of his or her religion or religious affiliation, age, race, color, creed, gender, sexual orientation, marital status, familial status (children), physical or mental disability, national origin, or ancestry, or other arbitrary cause.

2.0 APPLICANT QUALIFICATIONS

2.1. CURRENT INCOME LIMITS FOR THE AREA, BY HOUSEHOLD SIZE

The Town of Paradise determines eligibility for HOME assistance by projecting a household's income using the Part 5 (Section 8) method for income determination as described in HUD's "Technical Guide for Determining Income and Allowances for the HOME Program, Third Edition (HUD-1780-CPD, January 2005.) See Attachment I for the current State CDBG's and HOME's Income Limits.

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All applicants must certify that they meet the household income eligibility requirements for the applicable HCD program(s) and have their household income documented and verified. All applicants must have incomes at or below 80% of the County's area median income (AMI), adjusted for household size, as published by HCD each year. See attachment for current income limits for Butte County. **The income limits in place at the time of loan approval will apply when determining applicant income eligibility.**

Household: Determining Household Size: The income limits are adjusted by household size; therefore, one of the first steps in determining eligibility is to determine the size of the applicant household.

Some households may include persons who are not considered as family members for the purposes of determining household size and income eligibility, including foster children, foster adults, live-in aides, and children of live-in aides.

These persons should not be counted as household members when determining household size, and their income, if any, is *not* included when calculating annual income.

A child who is subject to a shared-custody agreement in which the child resides with the household at least 50 percent of the time can be counted in the household.

Annual Income: The Part 5 definition of annual income is the gross amount of income of all adult household members anticipated to be received during the coming 12 month period. HOME regulations require that, for determining eligibility for HOME assistance, you must project a household's income. To do so, a "snapshot" of the household's current circumstances is used to project a future income. Assume that today's circumstances would continue for the next 12 months unless there is verifiable evidence to the contrary.

Income includes wages, overtime, commissions, fees, tips and bonuses, interest, dividends or income from personal property, welfare assistance, alimony, child support payments, etc. Income will be verified by reviewing and documenting tax returns, copies of payroll receipts, subsidy checks, bank statements and third party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the Homeowner's file and held in strict confidence.

A. **Household Income Definition:** Household income is the annual gross income of all adult household members (age 18 and over) that is projected to be received during the coming 12-month period, and will be used to determine program eligibility. For those types of income counted, gross amounts (before any deductions have been taken) are used; and the types of income that are not considered would be income of minors or live-in aides. Certain other household members living apart from the household also require special consideration. The household's projected ability to pay must be used, rather than past earnings, when calculating income.

Attachment A: 24 CFR Part 5 Annual Income Inclusions and Exclusions

B. **Asset Definition:** There is no asset limitation for participation in the Program. Income from assets is, however, recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included.

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including: Penalties or fees for converting financial holdings and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset.

Attachment B: Part 5 Annual Income Net Family Asset Inclusions and Exclusions

2.2. DEFINITION OF AN ELIGIBLE HOMEOWNER

An eligible Homeowner means an individual or individuals or an individual and his or her spouse who meets the income eligibility requirements and is/are currently on title to the real property.

- A. Subject to the exemptions allowed in the Technical Guide for Determining Income and Allowances for the HOME Program, Third Edition, 2005” all persons in the residence are considered household members for the purposes of income eligibility.

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- B. The housing unit shall be the principal residence of the Homeowner at the time of application and throughout the life of the loan.

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3.0. HOUSING UNIT ELIGIBILITY

In order for the home to be eligible for the State HOME Program, there must be at least one code violation. The home is not eligible if it only requires disabled access improvements or weatherization. Weatherization emergency repairs and disabled access can only be paid with HOME funds if these funds are incorporated in a program that meets all rehabilitation standards.

3.1. LOCATION AND CHARACTERISTICS

- A. Housing units to be rehabilitated must be located within the Town of Paradise limits and **must be owner-occupied**, single-family detached houses, or manufactured homes located on land or in a manufactured home park.
- B. Rental property and life estates are not eligible under this program. Property must not be encumbered by federal and/or state tax liens, or other judgements which may adversely impact title to the property.
- C. The after rehabilitation value of the home cannot exceed HCD's maximum purchase price/after-rehabilitation value limit.

Attachment H: Maximum Purchase Price/After-Rehabilitation Value Limits

4.0. THE PROGRAM LOAN

4.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

- A. Housing rehabilitation costs are driven by loan-to-value, and the extent of work needed to bring the house up to program standards. The loan-to-value cannot exceed 100%.

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- B. Also, the amount of assistance cannot exceed the HOME Subsidy Limits Per Unit (based on number of bedrooms) as defined by (SECTION 221(d)(3). See Attachment J.

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4.2. MINIMUM AMOUNT OF PROGRAM ASSISTANCE

The minimum amount of HOME assistance per unit is \$2,000.

4.3. MAXIMUM PROPERTY VALUE

The maximum property value may not exceed HCD's maximum purchase price/after-rehabilitation value limits.

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Attachment H: Maximum Purchase Price/After-Rehabilitation Value Limits

4.4. LEAD-BASED PAINT

Lead Based Paint Hazards: All housing units built prior to 1978 for which HOME or CDBG funding is anticipated are subject to the requirements of this section 3.2.E. Such homes must undergo a visual assessment by a person who has taken HUD's online Visual Assessment course. Deteriorated paint must be stabilized using work safe methods. Clearance must be obtained after paint stabilization by a DHS certified LBP Risk Assessor/Inspector. (Note: The Sponsor may choose to pick up the cost as an incentive to sellers who might not otherwise sell to a Program participant due to costs and potential delays due to dealing with lead-based paint requirements.) HOME and CDBG general administrative and activity delivery funds may be used to pay for lead-based paint visual assessments, and if lead mitigation and clearance costs are incurred, subject to subsidy limits, these programs will incorporate the costs into the calculation of Program assistance.



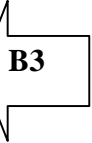
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Mitigation: If stabilization is required, the contractor performing the mitigation work must use appropriately trained workers. Prior to the contractor starting mitigation work the Program Operator shall obtain copies of the contractor's and workers' appropriate proof of LBP training, as applicable to the job in order to assure that only qualified contractors and workers are allowed to perform the mitigation.

4.5. TYPE OF ASSISTANCE PROVIDED

- A. Home assistance will be in the form of a deferred loan, except for relocation and lead-paint costs which are in the form of a grant, consistent with State HOME Regulations at Section 8205(b)(1) and (2). The maximum loan amount will be based on a 100% loan-to-value ratio. The minimum loan amount per property is \$2,000.

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- B. The actual loan amount depends on the extent of work, available owner equity in the property, current monthly housing costs and ability to repay the loan.
- C. After-rehabilitation value will be determined by comparable sales and/or appraisal review by qualified staff; however, a formal appraisal may be ordered where other methods are deemed infeasible. 
- D. The payments of the loan are deferred, which means that the borrower makes no monthly payments.
- E. The Note shall be for a term of thirty (30) years from the recording date of the Deed of Trust at which time all unpaid principal and interest remaining will be due and payable. If the homeowner ceases to reside in the property being rehabilitated under this program, the entire loan is due and payable when the home is no longer occupied by the owner. 
- F. The Note shall bear interest on the unpaid principal balance from the beginning of the term date, as stated above. The interest will be computed as simple interest on the unpaid balance of the principal amount. This computation will be at the annual rate of 3% for ten years. At the end of ten years, the interest rate converts to zero. After 20 years of continuous owner-occupancy of the above property, the interest (only) will be forgiven in its entirety. The entire principal amount will still be due.
- G. The loan will be secured by a Promissory Note and Deed of Trust on the property. The Town may approve a loan that would be in a junior position to an existing lien or deed if adequate security exists to make such a subordinate loan.
- H. All security agreements securing loans against property under this program shall contain a maintenance clause requiring Homeowner to properly maintain their properties.
- I. Loans are due upon sale or transfer of title or when Homeowner no longer occupies the home as his/her principal residence or upon the loan maturity date.
- J. The loan will be in default if the Homeowner fails to maintain required fire or flood insurance or fails to pay property taxes.
- K. Flood insurance is required for homes in 100 year flood zones, naming the city as additional insured. Each file will have documentation of flood zone 

status. See Attachment C on loan defaults for further information on property restrictions.

- L. Program loans are not assumable.

4.6. LOAN SERVICING POLICIES AND PROCEDURES

See Attachment C for local loan servicing policies and procedures. While the attached policy outlines a system that can accommodate a crisis that restricts borrower repayment ability, it should in no way be misunderstood: The loan must be repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies and Procedures will be pursued.

4.7. LOAN MONITORING PROCEDURES

Sponsor will monitor Homeowners and their housing units to ensure adherence to Program requirements including, but not limited to, the following:

- A. Owner-occupancy
- B. Property tax payment
- C. Hazard insurance coverage
- D. Good standing on Primary loans
- E. General upkeep of housing units

5.0 PROGRAM LOAN REPAYMENT

5.1. RECEIVING LOAN PAYOFFS

- A. Program loan payoff will be made to: Town of Paradise, 5555 Skyway, Paradise, California 95969.
- B. The Program lender will accept loan payments from borrowers prepaying deferred loans, and from borrowers making payments in full upon sale or transfer of the property. All loan payments are payable to the Sponsor. The Sponsor may at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

6.0. PROGRAM LOAN PROCESSING AND APPROVAL

- 6.1. INITIAL SCREENING:** Staff will screen the Homeowner and the property to determine potential program eligibility. In order for a Homeowner to qualify for assistance, the household income cannot exceed 80% of the median income for

Butte County, adjusted for family size as published annually by the U. S. Department of Housing and Urban Development (HUD). Current income guidelines are incorporated in this document by reference.

6.2. APPLICATION INTAKE: Staff will schedule an initial interview for Homeowners who appear to be eligible based on the initial screening. At the interview, staff is required to:

- A. Explain to the Homeowner the successive steps of the application/rehabilitation process, estimated time schedule, contractor selection guidelines, and the Homeowner's roles and responsibilities.
- B. Inform the Homeowner that there is no guarantee of approval for their loan application or loan terms.
- C. If, based on the initial interview, the Homeowner meets basic eligibility requirements, the Homeowner will be listed on a prospective client list.
- D. Homeowner will be provided a loan application packet and will be asked to submit it, along with necessary verifications to the Town.

6.3. APPLICATION REVIEW PROCESS

In general, Homeowners seeking assistance through the Town's housing rehabilitation program will be processed on a first-come, first-served basis.

Upon determination by Staff that the application is complete, and preliminary rehabilitation feasibility is determined, the project is added to the end of the waiting list for the applicable program. Projects on the waiting list will move toward the top in order of date of application, with the following exceptions:

- A. A unit, which has been rehabilitated previously with low-interest government financing, will not be eligible to be added to the waiting list unless:
 - i. The prior rehabilitation project failed to adequately address all serious life/safety issues.
 - ii. A workmanship problem exists with prior rehabilitation resulting in non-compliance with program standards.
- B. Properties with serious structural/mechanical defects or health hazards will be given priority.
- C. Projects that enable Town to meet certain grant program milestones and program objectives may be given priority, where necessary, to obtain stated goals.

Upon receipt of the completed application, Staff will review the application for completeness, including:

- A. Verification of documentation providing proof of household income
- B. Credit report
- C. Preliminary title report
- D. Mortgage verification form
- E. Most recent property tax bill
- F. Current California drivers' license, or other appropriate documentation to verify identity and owner occupancy
- G. Evidence of no prior or existing rehabilitation loan on file
- H. Real property appraisal adhering to FNMA forms and SREA/MAI criteria for current as well as "after improvement" value, loan-to-value ratios, and HUD program requirements, if applicable
- I. Additional items as required by regulatory revisions and/or required to satisfy prudent lending criteria

After the application has been deemed complete and the Homeowner has been determined to be eligible for the Housing Rehabilitation Program, the file will be assigned to the Housing Coordinator for a site inspection.

- 6.4. INITIAL INSPECTION:** After the Homeowner's preliminary eligibility is established, the rehabilitation feasibility for the property will be established. The Town's Housing Coordinator or Construction Specialist will perform the initial site inspection to determine the scope of work according to program standards and guidelines. All health and safety code deficiencies will be corrected per the California Uniform Building Code and all local codes and ordinances that apply. (See Attachments F and G)

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- 6.5. WORK WRITE-UP:** The Housing Coordinator will prepare the work write-up and written cost estimates that include the correction of all code deficiencies. It will be a detailed list of specific activities to be undertaken in the course of the rehabilitation project. The Housing Coordinator and Housing Analyst will work together to:

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- A. Make an appointment to visit and inspect the property (Determine if an interpreter or other accommodations are needed.)
- B. Conduct a property inspection including reviewing the property condition with the Homeowner and developing a deficiency list, recommended repairs and preliminary cost estimate. Items requiring replacement may be deemed "incipient," meaning that the item is functional now but likely to fail in a few years. Some items may be considered "luxury" items and may not be eligible for repair/replacement. Minor general property

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improvements may also be eligible. (See Attachment F for further clarification.)

C. Upon inspection of the property, the following factors will be taken into account:

1. Age of property. If the property is fifty years of age or older, a picture and description of the structure will be sent to the California Department of Parks and Recreation, Office of Historic Preservation.

If any of the structures to be rehabilitated by the Town are eligible for the National Register, Staff will forward a description of the proposed rehabilitation work.

2. The Housing Coordinator will review the bids, the Cost Reasonableness Evaluation, and the following factors to determine the amount of HOME assistance provided to the project.
 - Location of structure (zoning/environmental issues)
 - Excessive rehabilitation costs
 - Type of improvements
 - Type of structure
 - Condition of structure
 - Homeowner's needs (i.e. temporary housing, etc.)
 - Economic value after improvement
 - Loan-to-value ratio

D. The work write-up will be reviewed by the Housing Coordinator to ensure the following objectives are met:

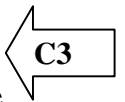
- To assign priority to code deficiencies
- To guarantee and document the allow-ability of financed improvements
- To assure mutual understanding regarding work to be performed between the Homeowner and the program
- To serve Staff as a tool and basis for estimating itemized costs of individual proposed work items
- To serve as a basis for obtaining reliable and comparable bids from contractors and subcontractors
- To serve as a basis for the contract between owner and contractor and to relate that contract to the program's goals
- To serve as a checklist in reviewing work performed
- To honor claims for materials and performance
- To serve as a dispute resolution instrument

6.6. LOAN REVIEW:

- A. A loan summary based on a review of the application and the findings of the site inspection will be prepared. The summary will include a recommendation of the proposed loan amount and applicable terms and conditions.
- B. Approval Authority: The Town Manager is granted loan approval authority. Criteria to be considered by the Committee includes:
 - 1. The cost estimate, proposed scope of work, and Homeowner's income status
 - 2. Credit report information, loan-to-value ratio, debt coverage ratio, preliminary title report and any other relevant information required to minimize the risk of loss to the Town in the event of a foreclosure

6.7. ASSISTANCE PROVIDED: Subject to funding availability, the determination of maximum loan amounts will be based on the cost of required rehabilitation improvements, the Homeowner's income and repayment capacity, the contractor bids, and any restrictions imposed by a Homeowner's mortgage.

7.0. CONTRACTOR SELECTION PROCESS



The Town will prepare and mail out bid documents to contractors. In order to determine cost reasonableness, a minimum of three bids shall be required. In the event three bids are not submitted the Town will complete a "Cost Reasonableness Evaluation".

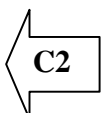
7.1 BID DOCUMENTS: Project bids are to be submitted on standard bid forms that will be provided to the contractor. The bid packet may include:

- Instructions to Bidders
- Bid Form
- Drawings and/or plans (if applicable)
- Job Specifications/Work Write-up

Bid packets will be provided to the bidder for a fee that covers the cost of reproducing the plans and drawings and other necessary bid materials.

7.2 BID PROCESS: Competitive bids will be obtained for all rehabilitation work, with the exception of emergency repairs. Staff will:

- Prepare a detailed work write-up and cost estimate
- Submit the project for open competitive bids



- The Housing Coordinator will prepare a “Cost Reasonableness Evaluation” based on current construction data for Butte County/Paradise. To help ensure cost reasonableness, a minimum of three bids per project are solicited. Bids must be within 10% of the cost estimate/Cost Reasonableness Evaluation, or the Housing Coordinator will provide a rationale for the deviation.
- Verify Contractor’s qualifications and good standing with the State Contractors Licensing Board and the federal list of disbarred and suspended contractors

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7.3. **INSURANCE/PERFORMANCE BOND:**

Insurance: Contractors shall provide the following amounts of insurance coverage:

<u>Contract Amount</u>	<u>Amount of Insurance Required</u>
Up to \$10,000	\$ 300,000
\$10,000 - \$50,000	\$ 500,000
Over \$50,000	\$1,000,000

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7.4. **CONTRACTOR SELECTION:**

After the Town receives the sealed bids, the Homeowner selects a Contractor from those who have submitted acceptable bids. Bids within a range of 10% above or below the cost estimate are considered acceptable unless submitted in a form that deviates from the standard bid documents or that is illegible, unclear, altered or otherwise deficient, as determined by Housing Coordinator.

The Homeowner or Town, on behalf of the Homeowner, reserves the right to disqualify bids before, on, or after opening, upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the bidder.

7.5. **CONSTRUCTION CONTRACT:**

The construction contract shall include the following:

- The proposal and contract form
- The work write-up, including required plans and elevations
- General conditions
- Lead-based paint notice
- Documentation of Contractor’s license, insurance, and workers’ compensation insurance
- Labor standard requirements, if applicable
- Non-discrimination/EEO certifications
- Payment procedures

7.6 **PRE-CONSTRUCTION CONFERENCE:**

The pre-construction conference shall address the following:

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- Review work write-up, making sure both the Homeowner and Contractor understand that only items in the work write-up will be accepted and paid for under the loan (unless there is an approved “change order”)
- Review performance and payment schedule
- Review change order procedure; emphasize no “extra” work to be performed without an approved change order
- Discuss lien release and final payment
- Emphasize Contractor responsibility for purchasing permits and calling for inspections.
- Explain “Notice to Proceed”. The Notice specifies the agreed upon “start date” and gives an agreed upon number of calendar days thereafter for completion of the job (60 days is a common figure). Work performed prior to “start date” is not reimbursable under the program.
- The construction contract will then be executed.

8.0. CONSTRUCTION MANAGEMENT

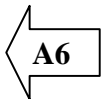
8.1 INTERIM INSPECTION PROCEDURES:

Housing rehabilitation work will be monitored by the Housing Coordinator for compliance with specifications set forth in the work write-up and construction plans (if applicable). Work not performed to specification will not be accepted. The project file narrative will include a record of all inspection and any findings.

- A. Progress Payments: Upon receipt of a Contractor’s request for payment, the Housing Coordinator and the Homeowner or Homeowner’s representative must inspect the work and determine if it is acceptable. In addition, Housing Coordinator must determine if the percentage of work claimed has been completed and if the progress payment schedule has been met. Contractor arranges for all necessary inspections from the Town Building Department.
- B. Change Orders: No changes may be made in the scope of work unless prior approval is obtained in the form of a Change Order signed by the Contractor, Homeowner and Housing Coordinator. The Change Order must contain:
 - Description of modifications
 - Change in contract price
 - Description of how additional costs (if any) will be covered
 - Certification of cost reasonableness by the Inspector

8.2. FINAL INSPECTION

The final inspection is conducted by the Housing Coordinator and the Town Building Inspector follows the general procedures listed above along with:



- A. A punch list of deficiencies will be prepared and given to the Contractor for follow-up. A completion date will be established.
- B. Staff will verify that the Building Department has completed its final inspection.
- C. Re-inspection of the work, if necessary, will be coordinated with the Homeowner.
- D. When applicable, lien releases are to be provided by the contractor.
- E. If all work is acceptable, a progress payment will be issued (less 10% retention).
- F. A Notice of Completion will be signed by the homeowner and filed for recordation at the Butte County Recorder's Office. The Town will cause the document to be recorded and a copy of the original will be kept in the project file.

8.3 DISPUTE RESOLUTION:

Construction-related disputes between the Homeowner and the Contractor shall be resolved prior to the release of the final payment.

8.4. RETENTION:

Ten percent (10%) of the total contract price will be retained from progress payments and from the final payment until all lien releases are received or 35 days after the Notice of Completion is filed.

8.5 CLOSE-OUT:

Upon construction completion, Staff will review loan files for compliance with program standards.

8.6 WARRANTIES AND GUARANTEES:

The Contractor must guarantee all work, materials, and workmanship for a minimum of one year from the date of filing the Notice of Completion. Where materials or subcontracted work are covered by an extended warranty, copies of the warranty must be provided to the Homeowner during project closeout. Requests for warranty repairs must be made in writing. The Homeowner must submit warranty requests directly to the Contractor.

9.0. LOAN MANAGEMENT

- 9.1 MONITORING REQUIREMENTS:** Staff is required to monitor compliance with the terms of the loan and general program requirements such as:

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- A. Occupancy. Homeowners are required, on an annual basis, to certify current occupancy. Non-compliance constitutes default.
- B. Insurance Coverage. The Town requires that all Homeowners receiving rehabilitation loans maintain adequate hazard insurance, with Town designated as Loss Payee in the amount of the loan balance. Homeowners will be advised to take corrective action if insurance coverage is inadequate or lapses. In the event that a property owner ceases to insure the rehabilitation loan, the Town holds the authority and ability to invoke insurance coverage on the property to protect the loan for its duration. The cost of insurance and any associated expenses will be added to the indebtedness of the property for repayment at the time of loan reconveyance. Industry standards will be used to determine the amount and type of coverage required. Failure to maintain adequate coverage constitutes default.

9.2 CHANGE IN OCCUPANCY:

If occupancy changes for any reason, the Homeowner must notify the Town within 10 days. Loans are due and payable when the Homeowner is no longer the occupant of the residence that was rehabilitated.

9.3 DEFAULTS AND FORECLOSURES:

Defaults or foreclosure may be initiated if any of the following violations of the loan agreement occur:

- Payments are more than three months in arrears
- Insurance coverage has lapsed
- Failure to comply with program policies and regulations
- Failure to maintain the property in accordance with adopted codes and standards
- Failure to pay property taxes

9.4 LOAN REPAYMENT:

- A. Staff is responsible for monitoring and reconciling loan repayment records.
- B. Reconveyance. Upon receipt of loan payoff requests, staff will:
 - Verify the amount of the loan payoff
 - Advise the title company or borrower of the amount due
 - Prepare Request for Reconveyance
 - Verify receipt of final pay-off
 - Forward Request for Reconveyance to Town Manager for signature
 - Deliver documents to the Title Company for recording
 - Deposit payment in the appropriate housing rehabilitation revolving loan fund account.

10.0. SUBORDINATION POLICY

In order for the Town of Paradise to subordinate to any first trust deed loan, the primary loan must have a fixed interest rate, be fully amortized, and provided by a bank, savings and loan, mortgage banker, or other institutional lender. No negative amortization financing will be permitted and no balloon payments will be allowed. This subordination process will only be permitted under the following circumstances:

- To reduce the interest rate and/or term of the first trust loan;
- To pay off documented and verified medical costs incurred by members of the subject household; or
- To pay off documented and verified costs of completed capital improvements on subject property.

Neither debt consolidation nor cash-out to the Homeowner are permitted. The newly financed first trust deed and the Town's second trust deed cannot exceed a 90% loan to value ratio.

11.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

11.1. DEFINITION OF EXCEPTION

An exception is any case in which a standard policy or procedure, as stated in the guidelines, does not apply, or in any case in which an applicant is treated differently from others of the same class.

11.2. PROCEDURE FOR EXCEPTIONAL CIRCUMSTANCES

- A. The **Sponsor** or its agent may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the Sponsor's recommended course of action and any written or verbal information supplied by the applicant.
- B. The **Sponsor** shall make a determination of the exception based on the recommendation of the Program Operator. The request can be presented to the Sponsor's loan committee and/or governing body for a decision.

12.0. DISPUTE RESOLUTION AND APPEALS PROCEDURE

Any Homeowner denied assistance from the Program has the right to appeal. The appeal must be made in writing. **Sponsor** has 30 days to review the appeal, seek recommendations from the loan committee, or if none, the sponsor's governing body, and respond in writing to the applicant.

ATTACHMENT A

24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS

Part 5 Inclusions

This table presents the Part 5 income inclusions as stated in the Code of Federal Regulations.

General Category	Statement from 24 CFR 5.609 paragraph (b) (April 1, 2004)
1. Income from wages, salaries, tips, etc.	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. Business Income	The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest & Dividend Income	Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. Retirement & Insurance Income	The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in number 14 of Income Exclusions).
5. Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (except as provided in number 3 of Income Exclusions).
6. Welfare Assistance	<p>Welfare Assistance. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income:</p> <ul style="list-style-type: none"> ▶ Qualify as assistance under the TANF program definition at 45 CFR 260.31; and ▶ Are otherwise excluded from the calculation of annual income per 24 CFR 5.609(c). <p>If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:</p> <ul style="list-style-type: none"> ▶ the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; <i>plus</i> ▶ the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is reduced from the standard of need by applying a percentage, the amount calculated under 24 CFR 5.609 shall be the amount resulting from one application of the percentage.
7. Alimony, Child Support, & Gift Income	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. Armed Forces Income	All regular pay, special day and allowances of a member of the Armed Forces (except as provided in number 7 of Income Exclusions).

Part 5 Exclusions

This table presents the Part 5 income exclusions as stated in the Code of Federal Regulations.

General Category	Statement from 24 CFR 5.609 paragraph (c) (April 1, 2004)
1. Income of Children	Income from employment of children (including foster children) under the age of 18 years.
2. Foster Care Payments	Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Inheritance and Insurance Income	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in number 5 of Income Inclusions).
4. Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR 5.403).
6. Disabled Persons	Certain increases in income of a disabled member of qualified families residing in HOME-assisted housing or receiving HOME tenant-based rental assistance (24 CFR 5.671(a)).
7. Student Financial Aid	The full amount of student financial assistance paid directly to the student or to the educational institution.
8. Armed Forces Hostile Fire Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
9. Self-Sufficiency Program Income	<ul style="list-style-type: none"> a. Amounts received under training programs funded by HUD. b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS). c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program. d. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time. e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
10. Gifts	Temporary, nonrecurring, or sporadic income (including gifts).
11. Reparations	Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
12. Income from	Earnings in excess of \$480 for each full-time student 18 years old or older (excluding

Full-time Students	the head of household or spouse).
13. Adoption Assistance Payments	Adoption assistance payments in excess of \$480 per adopted child.
14. Social Security & SSI Income	Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
15. Property Tax Refunds	Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
16. Home Care Assistance	Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.
17. Other Federal Exclusions	<p>Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24 CFR 5.609(c) apply, including:</p> <ul style="list-style-type: none"> ▶ The value of the allotment made under the Food Stamp Act of 1977; ▶ Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions); ▶ Payments received under the Alaskan Native Claims Settlement Act; ▶ Income derived from the disposition of funds to the Grand River Band of Ottawa Indians; ▶ Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes; ▶ Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; ▶ Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721); ▶ The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands; ▶ Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal workstudy program or under the Bureau of Indian Affairs student assistance programs; ▶ Payments received from programs funded under Title V of the Older Americans Act of 1985 (Green Thumb, Senior Aides, OlderAmerican Community Service Employment Program); ▶ Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation,M.D.L. No. 381 (E.D.N.Y.); ▶ Earned income tax credit refund payments received on or after January 1, 1991, including advanced earned income credit payments; ▶ The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990; ▶ Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs and career intern programs, AmeriCorps); ▶ Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation; ▶ Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990; ▶ Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran;

	<ul style="list-style-type: none"> ▶ Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act; and ▶ Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.
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ATTACHMENT B
PART 5 ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS

This table presents the Part 5 asset inclusions and exclusions as stated in the Code of Federal Regulations. Statements from 24 CFR Part 5 - April 1, 1998

Inclusions

1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance.
2. Cash value of revocable trusts available to the applicant.
3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.
4. Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.
5. Individual retirement and Keogh accounts (even though withdrawal would result in a penalty).
6. Retirement and pension funds.
7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
10. Mortgages or deeds of trust held by an applicant.

Exclusions

1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.
2. Interest in Indian trust lands.
3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
4. Equity in cooperatives in which the family lives.
5. Assets not accessible to and that provide no income for the applicant.
6. Term life insurance policies (i.e., where there is no cash value).
7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.

Attachment C

LOAN SERVICING POLICIES AND PROCEDURES

FOR _____
Name of the City/County/Sponsor)

The City/County of/Sponsor _____, here after called “Lender” has adopted these policies and procedures in order to preserve its financial interest in properties, who’s “Borrowers” have been assisted with public funds. The Lender will to the greatest extent possible follow these policies and procedures but each loan will be evaluated and handled on a case-by-case basis. The Lender has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions, which are associated with them.

The policies and procedures are broken down into the follow areas: 1) making required monthly payments or voluntary payments on a loan’s principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) loans with annual occupancy restrictions and certifications 5) required noticing and limitations on any changes in title or use of property; 6) required noticing and process for requesting a subordination during a refinance; 7) processing of foreclosure in case of default on the loan.

1. Loan Repayments:

The Lender will collect monthly payments from those borrowers who are obligated to do so under Notes, which are amortized promissory notes, (or Lender will use _____ loan collection Company to collect payments). Late fees will be charged for payments received after the assigned monthly date.

For Notes, which are deferred payment loans; the Lender may accept voluntary payments on the loan. Loan payments will be credited to the interest first and then to principal. The borrower may repay the loan balance at any time with no penalty.

2. Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, borrower must maintain property insurance coverage naming the Lender as loss payee in first position or additional insured if the loan is a junior lien. If borrower fails to maintain the necessary insurance, the Lender may take out forced place insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower’s new insurance.

When a property is located in a 100 year flood plain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance will be required at close of escrow. The lender may verify the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes then the lender may pay the taxes current and add the balance of the tax payment plus any penalties to the balance of the loan. Wherever possible, the Lender encourages Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3. Required Request for Notice of Default:

When the Borrower's loan is in second position behind an existing first mortgage, it is the Lender's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Lender's loan. This document requires any senior lien holder listed in the notice to notify the lender of initiation of a foreclosure action. The Lender will then have time to contact the Borrower and assist them in bringing the first loan current. The Lender can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Lender is in a third position and receives notification of foreclosure from only one senior lien holder, it is in their best interest to contact any other senior lien holders regarding the status of their loans.

4. Annual Occupancy Restrictions and Certifications:

On some owner occupant loans the Lender may require that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan. Other loans may have income and housing cost evaluations, which require a household to document that they are not able to make repayments, typically every five years. These loan terms are incorporated in the original note and deed of trust.

5. Required Noticing and Restrictions on Any Changes of Title or Occupancy:

In all cases where there is a change in title or occupancy or use, the Borrower must notify the Lender in writing of any change. Lender and borrower will work together to ensure the property is kept in compliance with the original Program terms and conditions such that it remains available as an affordable home for low income families. These types of changes are typical when Borrowers do estate planning (adding a relative to title) or if a Borrower dies and property is transferred to heirs or when the property is sold or transferred as part of a business transaction. In some cases the Borrower may move and turn the property into a rental unit without notifying the Lender. Changes in title or occupancy must be in keeping with the objective of benefit to low-income households (below 80 percent of AMI).

Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not low-income, the loan is not assumable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the purchaser may either pay the loan in full or assume all loan repayment obligations of the original owner-occupant, subject to the approval of the Lender's Loan Committee (depends on the HCD program).

6. Requests for Subordinations:

When a Borrower wishes to refinance the property, they must request a subordination request to the Lender. The Lender will only subordinate their loan when there is no "cash out" as part of the refinance. Cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third party debt pay offs or additional encumbrance on the property above traditional refinance transaction costs. All subordinations will be subject to the Town of Paradise Subordination Policy.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the Program Operator for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Lender.

7. Process for Loan Foreclosure:

Upon any condition of loan default: 1) non payment; 2) lack of insurance or property tax payment; 3) violation of rent limitation agreement; 4) change in title or use without approval; 5) default on senior loans, the Lender will send out a letter to the Borrower notifying them of the default situation. If the default situation continues then the Lender may start a formal process of foreclosure.

When a senior lien holder starts a foreclosure process and the Lender is notified via a Request for Notice of Default, the Lender, who is the junior lien holder, may cancel the foreclosure proceedings by "reinstating" the senior lien holder. The reinstatement amount or payoff amount must be obtained by contacting the senior lien holder. This amount will include all delinquent payments, late charges and fees to date. Lender must confer with Borrower to determine if, upon paying the senior lien holder current, the Borrower can provide future payments. If this is the case then the Lender may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note.

If the Lender determines, based on information on the reinstatement amount and status of borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lien holder in total and restructure the debt such that the unit is made affordable to the Borrower. If the Lender does not have sufficient funds to pay the senior lien holder in full, then they may choose to cure the senior lien holder and foreclose on the property themselves. As long as there is sufficient value in the property, the Lender can afford to pay for the foreclosure process and pay off the senior lien holder and retain some or all of their investment.

If the Lender decides to reinstate, the senior lien holder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Lender fails to reinstate the senior lien holder before five (5) days prior to the foreclosure sale date, the senior lien holder would then require a full pay off of the balance, plus

costs, to cancel foreclosure. If the Lender determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lien holder to complete foreclosure, the Lender's lien may be eliminated due to insufficient sales proceeds.

Lender as Senior Lien holder

When the Lender is first position as a senior lien holder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Lender may consider foreclosure. Lender's staff will consider the following factors before initiating foreclosure:

- 1) Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?
- 2) Can the Borrower refinance with a private lender and pay off the Lender?
- 3) Can the Borrower sell the property and pay off the Lender?
- 4) Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- 5) Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Lender may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Lender to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Lender should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lien holders. The service will advise the Lender of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Lender informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Lender could sell the home themselves under a homebuyer program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Lender could contract with a local real estate broker to list and sell the home and use those funds for program income eligible uses.

Attachment D

Town of Paradise INSTRUCTIONS TO HOMEOWNER

PURPOSE:

The Town of Paradise Housing Rehabilitation Program (“Program”) provides assistance in the form of a deferred payment “silent” second priority loan as financing toward the housing rehabilitation projects that will be occupied by the Applicant (“Homeowner”). The Program is funded by a grant to the Town of Paradise (“Sponsor”) from the California Department of Housing and Community Development and will be administered by the Town of Paradise (“Program Operator”) or its designee.

- A. Homeowner requests Interest Form and Program Information Sheet from Program Operator, completes the Interest Form and returns it to Town. Staff reviews Interest Form, sends acknowledgement letter to Applicant, and adds Applicant to waiting list.
- B. Applicant is selected from waiting list and is sent an application packet. Applicant completes application packet and returns it to Town, along with requested verification items (i.e. income verification, bank statements, income tax returns, etc.). Staff reviews the packet for completeness, orders a property profile from Title Company and runs a credit report on Applicant. The Program Supervisor then reviews the application packet for pre-qualification.
- C. An appointment is made for the Program Supervisor to inspect the subject property to determine property eligibility. If property deems eligible, Program Supervisor determines what improvements will be made and discusses with applicant the next steps of the Program.
- D. Program Supervisor provides work write-up criteria to Staff. Staff prepares and mails bid packet out to a minimum of three (3) contractors for each phase of work requesting sealed bids to be submitted by a specified date (approximately 2 ½ weeks).
- E. Sealed bids are received from Contractors and opened after the cut-off date by Program Supervisor and Staff Assistant. A Bid Comparison Form is completed showing all bids by category. A Contractor Selection Sheet is completed for the Homeowner to sign.
- F. An appointment is made with the Homeowner to meet with the Program Supervisor to review the bids and to select the contractor(s). At this time, the Program Supervisor will also obtain the Homeowner’s authorization to open an escrow and review a sample set of loan documents with the Homeowner.

- G. The loan packet is submitted to the Town Manager for loan approval. An escrow is opened with the local Title/Escrow Office and a limited title insurance policy (LCP) is ordered.
- H. The Loan document packet is completed by Staff and signed off by the Town Manager and Town Attorney. Appointments are set up with selected contractors for the review of the project and the signing of the Construction Contracts.
- I. The Loan Document Packet is delivered to the Escrow Officer for the Homeowner's signing. After all documents are completely executed and the 3-day Notice of Rescission period has expired, the Deed of Trust is recorded and the Loan Documents are returned to Town Staff.
- J. The Town sends out Notice to Proceed forms to the contractors requesting them to schedule their portion of the work within a ten-day period. Staff creates a work schedule for the project.
- K. Contractors obtain required building permits, complete work per their contracts and schedule necessary final inspections. Upon receipt of contractor's invoice, Staff confirms all permits and final inspection copies are in file, confirms homeowner's satisfaction with job and releases 90% payment to contractor (or progressive payments if called for in contract).
- L. Staff files Notice of Completion with the County Recorder.
- M. Thirty days from the date of work completion, Staff checks County Recorder files for any Mechanic's Liens. If record is clear, final 10% payment is released to contractor.
- N. When all phases of construction have been completed and all payments made on project, accounting sheet is completed by staff and a letter reflecting such accounting, closing out the project, is sent to Homeowner.
- O. All required paperwork is submitted to State for reimbursement and project is closed.
- P. Town sets up a monitoring procedure for annual review of grant recipient conformance with terms of the loan.

**ATTACHMENT E
LEAD-BASED PAINT**

VISUAL ASSESSMENT, NOTICE OF PRESUMPTION AND HAZARD REDUCTION FORM

Section 1: Background Information			
Property Address:			No LBP found or LBP exempt <input type="checkbox"/>
Select one:	Visual Assessment <input type="checkbox"/>	Presumption <input type="checkbox"/>	Hazard Reduction <input type="checkbox"/>

Section 2: Visual Assessment. Fill out Sections 1, 2, and 6. If paint stabilization is performed, also fill out Sections 4 and 5 after the work is completed.	
Visual Assessment Date:	Report Date:
Check if no deteriorated paint found <input type="checkbox"/>	
Attachment A: Summary where deteriorated paint was found. For multi-family housing, list at least the housing unit numbers and common areas and building components (including type of room or space, and the material underneath the paint).	

Section 3: Notice of Presumption. Fill out Sections 1, 3, 5, and 6. Provide to occupant w/in 15 days of presumption.	
Date of Presumption Notice:	
Lead-based paint is presumed to be present <input type="checkbox"/> and/or Lead-based paint <i>hazards</i> are presumed to be present <input type="checkbox"/>	
Attachment B: Summary of Presumption: For multi-family housing, list at least the housing unit numbers and common areas, bare soil locations, dust-lead location, and or building components (including type of room or space, and the materials underneath the paint) of lead-based paint and/or hazards presumed to be present.	

Section 4: Notice of Lead-Based Paint Hazard Reduction Activity. Fill out Sections 1, 4, 5, and 6. Provide to occupant w/in 15 days of after work completed.	
Date of Hazard Reduction Notice:	
Initial Hazard Reduction Notice? Yes <input type="checkbox"/> No <input type="checkbox"/>	Start & Completion Dates:
If "No", dates of previous Hazard Reduction Activity Notices:	
Attachment C: Activity locations and types. For multi-family housing, list at least the housing unit numbers and common areas (for multifamily housing), bare soil locations, dust-lead locations, and/or building components (including type of room or space, and the material underneath the paint), and the types of lead-based paint hazard reduction activities performed at the location listed.	
Attachment D: Location of building components with <u>lead-based paint remaining</u> in the rooms, spaces or areas where activities were conducted.	
Attachment E: Attach clearance report(s), using DHS form 8552 (and 8551 for abatement activities)	

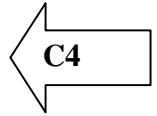
Section 5: Resident Receipt of Notice for Presumption or Lead-Based Paint Hazard Reduction Activity		
Printed Name:	Signature:	Date:

Section 6: Contact Information		Organization:
Contact Name:	Contact Signature:	
Date:	Address:	Phone:

ATTACHMENT F

HOUSING REHABILITATION PROGRAM ELIGIBLE AND INELIGIBLE ACTIVITIES

ELIGIBLE ACTIVITIES



- Work necessary to meet local building code requirements (Appendix D)
- Work necessary to meet locally-adopted rehabilitation standards (Appendix D)
- Energy-related improvements
- Lead-based paint hazard mitigation
- Improvements for handicapped accessibility
- Repair or replacement of major housing systems
- Repairs and general property improvements of a non-luxury nature

The above items include:

- Structural defects (foundation, walls, partitions or other vertical supports, exterior wall coverings, doors, severe dry rot and termite damage repair or fumigation)
- Electrical and lighting defects
- Plumbing defects
- Weather protection against the elements (painting, energy conservation)
- Heating system defects
- Entrance and exit defects
- Repair, or purchase and installation, of a kitchen stove and/or refrigerator. Purchase and installation are acceptable if there is no such equipment in the dwelling unit, or if existing equipment is unsafe or unsanitary.
- Replacement, improvement, or correction of unsafe or unsanitary conditions including, but not limited to walls, floors, and ceilings.
- Room enlargements, additions, and alterations as required for alleviating overcrowding or other health and safety reasons.
- Removal and appropriate replacement of materials and architectural barriers which restrict the mobility and accessibility of handicapped persons.
- Installation of smoke detectors and other fire prevention or protection equipment.
- In the case of mobile homes, permanent foundation systems and/or other items necessary to bring the home into compliance with Town of Paradise Zoning Code requirements and/or HUD Code requirements, such as siding, roofs, etc.

HOUSING REHABILITATION DOES NOT INCLUDE:

- Creation of a secondary housing unit attached to a primary unit.
- Installation of luxury items, such as a swimming pool.
- Costs of equipment, furnishings, or other personal property not an integral structural fixture; such as:
 - Microwave ovens
 - Window air conditioners
 - Washers or dryers (Stoves and refrigerators, even if not built in, are exceptions)
- Labor costs for homeowners to rehabilitate their own property.
- Purchase, installation, or repair of furnishings which are personal rather than real property.

General Property Improvements

Once health and safety items are corrected, funds committed for health and safety items (active and incipient) may be used for general property improvements. Such repairs must generally upgrade the condition of the property. Eligible general property improvement items may include, but are not limited to:

- Garage, fences, steps, walkway, and driveway repairs.
- Grading, filling, or drainage correction.
- Landscaping of a type or quality which does not exceed that customarily used in the locality for property of the same general type as the property to be rehabilitated.

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ATTACHMENT G

REHABILITATION STANDARDS

The property rehabilitation standards for this program shall consist of:

- Housing Quality Standards
- The Uniform Housing Code
- The Council of American Building Officials One and Two Family Dwelling Code
- The Town of Paradise building, electrical, mechanical, plumbing, fire, housing codes, and applicable state codes.
- The Town of Paradise Zoning Ordinance.

For manufactured homes:

- The National Manufactured Housing Construction and Safety Standards Act of 1974
- The California Department of Housing and Community Development, division of codes and Standards
- The Town of Paradise Zoning Ordinance

The Town will give priority to a property exhibiting a housing condition (or incipient condition) which is either a menace or hazard to the continued occupancy, safety, or health of the occupants or to the safety or health of the public.

The extent of repair made to a structure is dependent on the general availability of program funds and established loan limits. In cases where the cost of repairs exceed the funding permitted under the program, the execution and cost of completing work items beyond what is addressed by the Housing Rehabilitation Program is the sole responsibility of the property owner.

These standards are locally developed to address specific housing condition issues. These rehabilitation standards are consistent with local housing codes and federal and state guidelines for the HOME Program. Depending on the work completed, these standards will usually be satisfactory for work completed under the program.

- A. New Construction Code: Under this standard, rehabilitation must comply with local building code requirements for new construction.

B. The Secretary of the Interior's Standards for Rehabilitation of Historic Properties:

These or similar standards must be considered if historically significant structures are to be rehabilitated as part of this rehabilitation program. If historic structures are included in a rehabilitation program, special requirements must be met under the National Environmental Policy Act and the National Historic Preservation Act of 1966, as amended. Structures more than 50 years old will be submitted for review to the State of California, Office of Historic Preservation.

ATTACHMENT H

2007 HOME Program

Maximum Purchase Price/After-Rehabilitation Value Limits

County Name	One-Family	Two-Family	Three-Family	Four-Family	Last Revised
Alameda	\$362,790	\$464,449	\$561,411	\$697,696	01/01/2006
Alpine	\$362,790	\$464,449	\$561,411	\$697,696	01/01/2007
Amador	\$337,250	\$385,200	\$468,000	\$540,000	01/01/2007
Butte	\$304,000	\$342,400	\$416,000	\$480,000	01/01/2007
Calaveras	\$362,790	\$418,350	\$508,300	\$588,750	01/01/2007
Colusa	\$302,100	\$340,250	\$413,400	\$477,000	06/18/2007
Contra Costa	\$362,790	\$464,449	\$561,411	\$697,696	01/01/2006
Del Norte	\$236,550	\$266,430	\$323,700	\$384,936	01/01/2007
El Dorado	\$362,790	\$446,190	\$542,100	\$625,500	01/01/2006
Fresno	\$289,750	\$326,350	\$396,500	\$457,500	01/01/2007
Glenn	\$218,000	\$256,248	\$309,744	\$384,936	06/18/2007
Humboldt	\$299,250	\$337,050	\$409,500	\$472,500	01/27/2006
Imperial	\$234,650	\$264,250	\$321,100	\$384,936	06/18/2007
Inyo	\$362,790	\$411,950	\$500,500	\$577,500	01/27/2006
Kern	\$280,250	\$315,650	\$383,500	\$442,500	01/01/2007
Kings	\$237,360	\$267,342	\$324,808	\$384,936	01/01/2006
Lake	\$304,950	\$343,470	\$417,300	\$481,500	01/01/2007
Lassen	\$216,600	\$256,248	\$309,744	\$384,936	10/22/2007
Los Angeles	\$362,790	\$464,449	\$561,411	\$697,696	01/01/2006
Madera	\$323,000	\$363,800	\$442,000	\$510,000	01/01/2007
Marin	\$362,790	\$464,449	\$561,411	\$697,696	01/01/2006
Mariposa	\$312,895	\$353,100	\$429,000	\$495,000	01/01/2007
Mendocino	\$362,790	\$428,000	\$520,000	\$600,000	05/18/2006
Merced	\$358,383	\$403,653	\$490,419	\$565,869	01/01/2007
Modoc	\$200,160	\$256,248	\$309,744	\$384,936	01/01/2006
Mono	\$362,790	\$464,449	\$561,411	\$697,696	01/01/2007
Monterey	\$362,790	\$464,449	\$561,411	\$697,696	01/01/2006
Napa	\$362,790	\$464,449	\$561,411	\$697,696	01/01/2006
Nevada	\$362,790	\$464,449	\$561,411	\$697,696	01/17/2006
Orange	\$362,790	\$464,449	\$561,411	\$697,696	01/01/2006
Placer	\$362,790	\$446,190	\$542,100	\$625,500	01/01/2006

ATTACHMENT I

State CDBG's and HOME's Table of 2007 Income Limits

County	INCOME * CATEGORY	NUMBER OF PERSONS IN HOUSEHOLD							
		1	2	3	4	5	6	7	8
Alameda County	"30%" Limit	17,600	20,100	22,650	25,150	27,150	29,150	31,200	33,200
	"50%" Limit	29,350	33,500	37,700	41,900	45,250	48,600	51,950	55,300
	"60%" Limit	35,220	40,200	45,240	50,280	54,300	58,320	62,340	66,360
	"80%" Limit	46,350	53,000	59,600	66,250	71,550	76,850	82,150	87,450
Alpine County	"30%" Limit	13,850	15,800	17,800	19,750	21,350	22,900	24,500	26,050
	"50%" Limit	23,050	26,300	29,600	32,900	35,550	38,150	40,800	43,450
	"60%" Limit	27,660	31,560	35,520	39,480	42,660	45,780	48,960	52,140
	"80%" Limit	36,850	42,100	47,400	52,650	56,850	61,050	65,300	69,500
Amador County	"30%" Limit	13,350	15,300	17,200	19,100	20,650	22,150	23,700	25,200
	"50%" Limit	22,300	25,500	28,650	31,850	34,400	36,950	39,500	42,050
	"60%" Limit	26,760	30,600	34,380	38,220	41,280	44,340	47,400	50,460
	"80%" Limit	35,650	40,750	45,850	50,950	55,050	59,100	63,200	67,250
Butte County	"30%" Limit	10,900	12,500	14,050	15,600	16,850	18,100	19,350	20,600
	"50%" Limit	18,200	20,800	23,400	26,000	28,100	30,150	32,250	34,300
	"60%" Limit	21,840	24,960	28,080	31,200	33,720	36,180	38,700	41,160
	"80%" Limit	29,100	33,300	37,450	41,600	44,950	48,250	51,600	54,900
Calaveras County	"30%" Limit	12,350	14,100	15,900	17,650	19,050	20,450	21,900	23,300
	"50%" Limit	20,600	23,550	26,500	29,450	31,800	34,150	36,500	38,850
	"60%" Limit	24,720	28,260	31,800	35,340	38,160	40,980	43,800	46,620
	"80%" Limit	32,950	37,700	42,400	47,100	50,850	54,650	58,400	62,150
Colusa County	"30%" Limit	10,800	12,350	13,900	15,450	16,700	17,900	19,150	20,400
	"50%" Limit	18,050	20,600	23,200	25,750	27,800	29,850	31,950	34,000
	"60%" Limit	21,660	24,720	27,840	30,900	33,360	35,820	38,340	40,800
	"80%" Limit	28,850	32,950	37,100	41,200	44,500	47,800	51,100	54,400
Contra Costa County	"30%" Limit	17,600	20,100	22,650	25,150	27,150	29,150	31,200	33,200
	"50%" Limit	29,350	33,500	37,700	41,900	45,250	48,600	51,950	55,300
	"60%" Limit	35,220	40,200	45,240	50,280	54,300	58,320	62,340	66,360
	"80%" Limit	46,350	53,000	59,600	66,250	71,550	76,850	82,150	87,450
Del Norte County	"30%" Limit	10,800	12,350	13,900	15,450	16,700	17,900	19,150	20,400
	"50%" Limit	18,050	20,600	23,200	25,750	27,800	29,850	31,950	34,000
	"60%" Limit	21,660	24,720	27,840	30,900	33,360	35,820	38,340	40,800
	"80%" Limit	28,850	32,950	37,100	41,200	44,500	47,800	51,100	54,400
El Dorado County	"30%" Limit	14,100	16,100	18,150	20,150	21,750	23,350	25,000	26,600
	"50%" Limit	23,500	26,900	30,250	33,600	36,300	39,000	41,650	44,350
	"60%" Limit	28,200	32,280	36,300	40,320	43,560	46,800	49,980	53,220
	"80%" Limit	37,650	43,000	48,400	53,750	58,050	62,350	66,650	70,950
Fresno County	"30%" Limit	10,800	12,350	13,900	15,450	16,700	17,900	19,150	20,400
	"50%" Limit	18,050	20,600	23,200	25,750	27,800	29,850	31,950	34,000
	"60%" Limit	21,660	24,720	27,840	30,900	33,360	35,820	38,340	40,800
	"80%" Limit	28,850	32,950	37,100	41,200	44,500	47,800	51,100	54,400

* Percentages may not be mathematically related to each other. Percents are used as names for the categories because programs' actual names for limits differ.

ATTACHMENT J

HOME PROGRAM

SUBSIDY LIMITS PER UNIT – SECTION 221(d) (3)

(All limits are effective 5/8/07 except those which are highlighted and were effective 1/1/07)

COUNTY NAME	0-BDR	1-BDR	2-BDR	3-BDR	4-BDR
Alameda	\$115,048	\$131,880	\$160,367	\$207,461	\$227,731
Alpine	\$115,544	\$132,448	\$161,058	\$208,355	\$228,712
Amador	\$115,544	\$132,448	\$161,058	\$208,355	\$228,712
Butte	\$110,585	\$126,764	\$154,146	\$199,413	\$218,896
Calaveras	\$107,610	\$123,353	\$149,999	\$194,047	\$213,007
Colusa	\$112,569	\$129,038	\$156,911	\$202,990	\$222,823
Contra Costa	\$113,561	\$130,175	\$158,293	\$204,778	\$224,786
Del Norte	\$104,634	\$119,942	\$145,851	\$188,682	\$207,117
El Dorado	\$119,016	\$136,428	\$165,897	\$214,615	\$235,584
Fresno	\$101,163	\$115,963	\$141,012	\$182,422	\$200,246
Glenn	\$112,569	\$129,038	\$156,911	\$202,990	\$222,823
Humboldt	\$104,634	\$119,942	\$145,851	\$188,682	\$207,117
Imperial	\$119,016	\$136,428	\$165,898	\$214,615	\$235,584
Inyo	\$119,016	\$136,428	\$165,898	\$214,615	\$235,584
Kern	\$119,016	\$136,428	\$165,898	\$214,615	\$235,584
Kings	\$96,204	\$110,279	\$134,100	\$173,480	\$190,430
Lake	\$101,163	\$115,963	\$141,012	\$182,422	\$200,246
Lassen	\$114,552	\$131,311	\$159,676	\$206,567	\$226,749
Los Angeles	\$119,016	\$136,428	\$165,898	\$214,615	\$235,584
Madera	\$96,204	\$110,279	\$134,100	\$173,480	\$190,430
Marin	\$111,577	\$127,901	\$155,529	\$201,201	\$220,860
Mariposa	\$96,700	\$110,847	\$134,791	\$174,374	\$191,412
Mendocino	\$96,204	\$110,279	\$134,100	\$173,480	\$190,430
Merced	\$96,204	\$110,279	\$134,100	\$173,480	\$190,430
Modoc	\$114,552	\$131,311	\$159,676	\$206,567	\$226,749
Mono	\$119,016	\$136,428	\$165,898	\$214,615	\$235,584
Monterey	\$108,106	\$123,922	\$150,690	\$194,942	\$213,988
Napa	\$106,618	\$122,216	\$148,616	\$192,259	\$211,044
Nevada	\$115,544	\$132,448	\$161,058	\$208,355	\$228,712
Orange	\$119,016	\$136,428	\$165,898	\$214,615	\$235,584
Placer	\$119,016	\$136,428	\$165,897	\$214,615	\$235,584
Plumas	\$113,561	\$130,175	\$158,293	\$204,778	\$224,786