

- A. Income Guidelines
- B. Client Application Form (includes Grievance Procedure)
- C. Ranking Sheet
- D. Eligibility Criteria
- E. Protect Your Family from Lead in your Home (Lead Hazard Information)
- F. Income Calculation Form
- G. Notification of Potential Eligibility
- H. Inspection Checklist
- I. Homeowner Understanding and Agreement
- J. Contractor Information Form
- K. Homeowner/Contractor Contract
- L. Preconstruction Conference Form
- M. Notice to Proceed
- N. Change Order
- O. Conditional Waiver and Release of Liens
- P. Owner Acceptance and Approval for Payment
- Q. Deed of Trust
- R. Promissory Note
- S. Homeowner Education
- T. Client File Checklist

2016 ARIZONA CDBG INCOME LIMITS

ARIZONA COUNTIES

Revised 02/16

State of Arizona - CDBG Programs  
CDBG Program Income Limits

ONLY

Apache County MEDIAN HOUSEHOLD 38100	30%	11770	16930	20090	29200*	25100*	26950*	28800*	30650*
	50% (Very Low-Income)	16250	18600	20900	23200	25100	26950	28800	30650
	80% (Low-Income)	28000	29700	38400	37100	40100	49050	46050	49000
Cochise County MEDIAN HOUSEHOLD 63900	30%	11770	16930	20090	24250	28410	31300*	33450*	35000*
	50% (Very Low-Income)	16000	21000	24300	26950	29150	31300	33450	35000
	80% (Low-Income)	30200	34500	38800	49100	46550	50000	59450	58900
Cocaine County MEDIAN HOUSEHOLD 69400	30%	12650	16930	20090	24250	28410	32570	36730	39750*
	50% (Very Low-Income)	21100	24100	27100	30100	32550	34950	37350	39750
	80% (Low-Income)	33750	38550	43850	46150	52050	55900	59750	63650
Gila County MEDIAN HOUSEHOLD 60800	30%	11770	16930	20090	24250	27450*	29500*	31500*	33550*
	50% (Very Low-Income)	17800	20350	22900	26400	27450	29500	31500	33550
	80% (Low-Income)	25800	32550	36800	40850	49850	47200	50450	58700
Graham County MEDIAN HOUSEHOLD 62800	30%	11770	16930	20090	24250	28410	30850*	32750*	34850*
	50% (Very Low-Income)	18500	21150	23600	26400	28550	30850	32750	34850
	80% (Low-Income)	29600	33800	38050	42250	46600	49050	52400	55800
Greenlee County MEDIAN HOUSEHOLD 64000	30%	11770	16930	20090	24250	28410	31350*	33500*	35650*
	50% (Very Low-Income)	18000	21600	24300	27000	29200	31350	33500	35650
	80% (Low-Income)	30250	34600	38900	43200	46700	50150	53600	57050
La Paz County MEDIAN HOUSEHOLD 42900	30%	11770	16930	20090	23200*	25100*	26950*	28800*	30650*
	50% (Very Low-Income)	16250	18600	20900	23200	25100	26950	28800	30650
	80% (Low-Income)	28000	29700	38400	37100	40100	49050	46050	49000
Mohave County MEDIAN HOUSEHOLD 44700	30%	11770	16930	20090	23200*	25100*	26950*	28800*	30650*
	50% (Very Low-Income)	16250	18600	20900	23200	25100	26950	28800	30650
	80% (Low-Income)	29000	29700	38400	37100	40100	49050	46050	49000
Navajo County MEDIAN HOUSEHOLD 41900	30%	11770	16930	20090	23200*	25100*	26950*	28800*	30650*
	50% (Very Low-Income)	16250	18600	20900	23200	25100	26950	28800	30650
	80% (Low-Income)	28000	29700	38400	37100	40100	49050	46050	49000
Pinal County MEDIAN HOUSEHOLD 64000	30%	13450	16930	20090	24250	28410	32570	36730	40890
	50% (Very Low-Income)	22400	26600	28800	32600	34600	37150	39700	42250
	80% (Low-Income)	35850	41000	46100	61200	56300	59400	63500	67600
Santa Cruz County MEDIAN HOUSEHOLD 45400	30%	11770	16930	20090	23200*	25100*	26950*	28800*	30650*
	50% (Very Low-Income)	16250	18600	20900	23200	25100	26950	28800	30650
	80% (Low-Income)	28000	29700	38400	37100	40100	49050	46050	49000

A

2015 ARIZONA CDBG INCOME LIMITS

State of Arizona - CDBG Programs  
CDBG Program Income Limits

ARIZONA COUNTIES

Revised 02/15

		TUBERSON, TUBERSON, TUBERSON, TUBERSON, TUBERSON, TUBERSON, TUBERSON, TUBERSON, TUBERSON, TUBERSON									
Yavapai County		11800	15930	20090	24250	28410	32500*	34760*	37000*		
MEDIAN HOUSEHOLD	56800	10000	22400	20200	28000	30260	32600	34760	37000		
		31400	36850	40350	44900	48400	52000	55800	59150		
Yuma County		11770	16930	20090	24250	26900*	28900*	30900*	32900*		
MEDIAN HOUSEHOLD	43600	17450	19950	22450	24900	26900	28900	30900	32900		
		27900	31900	36900	39850	43050	46250	49450	52650		

\* The FY2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 60% very low-income limit. Consequently, the extremely low income limits may equal the very low (60%) income limits.

**Town of Jerome  
LIMITED HOUSING REPAIR PROGRAM  
APPLICATION**

Applications will be received by:  
Tracy Bouvier, NACOG, CDBG Program Specialist  
119 E. Aspen Ave., Flagstaff, AZ 86001  
(928) 213-5240



Date: \_\_\_\_\_ Do you own your own home and land? \_\_\_ Yes \_\_\_ No (if No, not eligible for program)

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

Street Address/Directions: \_\_\_\_\_

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

City, State, Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Message Phone \_\_\_\_\_

**1. HOUSEHOLD COMPOSITION AND INCOME**

A. List the head of household and all other members who will be living in the assisted unit. Give the relationship of each family member to the head of household.

Name	SSN	Relation	Birth Date	Age	Sex
1		Head HH			
2					
3					
4					
5					
6					
7					

B. List any and all household members who are disabled (verification of this information is required)

NAME	TOTAL OR PARTIAL	DESCRIBE

- C. **Race of Head of Household:** (Please check one and only one):  White  Black/African American  Asian  
 American Indian/Alaska Native  Hawaiian/Pacific Islander  American Indian/Alaskan Native & White  
 Black/African American & White  American Indian/Alaskan Native & Black/African American  Other Single or Multi Racial
- D. **Is the Head of Household of Hispanic Ethnicity?** (circle one) Yes No
- E. **Is the Head of Household a Single Parent?** (Circle One) Yes No
- F. **For each type of income that your household receives, give the source of the income and the amount of income received from that source during the past 12 months.** Sources of income include but are not limited to wages, cash, unemployment, alimony payments, welfare assistance, social security pension, annuity, trust fund, royalty payments, property rental, property sale, military allotments, and interest of over \$50 per month from savings, stocks, bonds, and certificates of deposit.

Household Member	Source of Income	How Verified	Amount of Income
1			
2			
3			
4			
5			
6			
7			
		Total Household Income	

## 2. CONDITION OF HOME

A. What repairs are needed on your home? State briefly in column that best describes the condition of the home.

Home Elements	Works Some/ Needs minor repairs	Not Work at all/ Needs major repairs	My home does not have...
Electrical hazard			
Plumbing			
Sewer lines			
Roofing			
Foundation			
Floors			
Walls			
Ceilings			
Windows			
Doors			
Water heater			
Furnace			
Vermin or rodent infestation			
Porches/steps			

Additional Comments:

- B. Year the home was built: \_\_\_\_\_
- C. Is your home a mobile home? (You must own home and land) Yes \_\_\_\_\_ No \_\_\_\_\_
- D. How long have you lived in the home? \_\_\_\_\_years, \_\_\_\_\_months.

**PRIVACY ACT NOTICE STATEMENT** – The information on this form is being collected to determine your eligibility for assistance through the Arizona Department of Housing CDBG Grant, to manage the Emergency Housing Repair Program, to protect the Government’s financial interest, and to verify the accuracy of the information furnished. It may be released to appropriate Federal, State, and local agencies (or their agents) when relevant, to civil, criminal or regulatory investigators and prosecutors.

**PERMISSION TO RELEASE INFORMATION** - I give permission to NACOG to release information in my application as necessary to obtain services on my behalf by making necessary referrals to community and State agencies. As necessary, my family and significant others may be contacted with regard to this application.

**PRINCIPAL RESIDENCE** - I/we certify that the property listed at the address on the application for rehabilitation is to be occupied by the owner as the principal residence.

**FORGIVABLE LOAN** - I/we agree not to sell the property listed on this application for a period of five (5) years from completion of construction. I/we agree that should title to the property change within the applicable five(5) year period, I/we will repay Town of Jerome the pro-rated amount as set forth in the Limited Housing Repair Guidelines. I/we agree that if within the time period stated above the property is sold by either my estate or my heirs, the person or estate selling the property will repay Town of Jerome as stated above. I/we further agree that if the house is no longer my/our primary residence or rented to another party, the loan may be called due and payable.

**GRIEVANCE PROCEDURES** - I/we have received a copy of the Limited Housing Repair Program Grievance Procedures.

**CERTIFICATIONS** - I/we certify that the information in this form is true and complete to the best of my/our knowledge and belief. I/we understand that I/we can be fined up to \$10,000, or imprisoned up to five years if I/we furnish false or incomplete information. I/we also understand that in the event the information is found to be incorrect I/we may become ineligible for the assistance provided.

**WARNING** - By signing this form, you are indicating that you have read the above Privacy Act Notice and are agreeing with the applicable certifications and statements.

\_\_\_\_\_  
Signature (Head of Household) \_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Spouse/Co-Head of Household) \_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Person Assisting with this Form \_\_\_\_\_  
Date

**This Program shall assist any income-qualified person, elderly, disabled, single head of household, and families with children, within the designated area regardless of race, color, religion, sex, disability, familial status or national origin.**

**TOWN OF JEROME  
LIMITED HOUSING REPAIR PROGRAM**

**GRIEVANCE PROCEDURE**

This process has been created to resolve any complaints resulting from the Town of Jerome Limited Housing Repair Program. If assistance is needed in processing a complaint, the Housing Administrator for the Town of Jerome Limited Housing Repair Program may be contacted at 928-778-2692 and reasonable assistance will be arranged.

**A. Informal Complaint**

1. An informal complaint can be filed with the Town's Housing Program Administrator (NACOG's Housing Director) through verbal notification of the complaint at 928-778-2692.
2. The Housing Administrator will review the complaint and attempt to resolve the complaint through negotiation.
3. The complainant will be notified of the proposed resolution within 5 working days of the complaint.
4. If the proposed resolution is not satisfactory to complainant, a formal complaint may be filed.

**B. Formal Complaint**

1. Formal complaints shall be made in writing and directed to the Town of Jerome Manager, who will schedule a meeting with the Housing Administrator to review the findings.
2. Review of the complaint may include an informal hearing of the parties involved.
3. The Town of Jerome Manager shall provide a written response to the complainant within 10 working days.
4. The Town of Jerome Manager's determination is to be considered final.

**Town of Jerome  
Limited Housing Repair Program  
CLIENT RANKING SHEET**

APPLICANT NAME: \_\_\_\_\_ APPL DATE: \_\_\_\_\_

**1. MINIMUM APPLICANT/PROPERTY/INCOME REQUIREMENTS**

A) Does Applicant reside in Town of Jerome? Yes \_\_\_\_\_ No \_\_\_\_\_

B) Is Home Owner Occupied? Yes \_\_\_\_\_ No \_\_\_\_\_

C) Is household income 80% of AMI or below? Yes \_\_\_\_\_ No \_\_\_\_\_

If No for any of the above, STOP HERE; If Yes for all: 10

TOTAL POINTS MINIMUM REQUIREMENTS \_\_\_\_\_

**2. PERCENTAGE OF INCOME**

A) Very Low Income (50% of AMI or below) 5

B) Very Very Low Income (30% of AMI or below) 10

TOTAL POINTS HOUSEHOLD INCOME \_\_\_\_\_

**3. ELDERLY HOUSEHOLD**

Age 62 or Older 5 (times number of elderly in household) \_\_\_\_\_ = \_\_\_\_\_

TOTAL POINTS ELDERLY HOUSEHOLD \_\_\_\_\_

**4. HOUSEHOLD DISABILITIES**

Disabled 5 (times number of disabled in household) \_\_\_\_\_ = \_\_\_\_\_

TOTAL POINTS HOUSEHOLD DISABILITIES \_\_\_\_\_

**5. ADA REPAIRS**

Repairs required for ADA access 3

TOTAL POINTS ADA REPAIRS \_\_\_\_\_

**6. FAMILY COMPOSITION**

Minor Children in Household 3 (times number of children in household) \_\_\_\_\_ = \_\_\_\_\_

TOTAL POINTS FAMILY COMPOSITION \_\_\_\_\_

**7. RESIDENCY**

Applicant has lived in community for more than 10 years 3

TOTAL POINTS RESIDENCY \_\_\_\_\_

Ranked By: \_\_\_\_\_

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

**C**

**TOTAL SCORE** \_\_\_\_\_



**TOWN OF JEROME  
LIMITED HOUSING REPAIR PROGRAM  
COMPLIANCE WITH HRG REQUIREMENTS**

<b>REQUIREMENT</b>	<b>HOW VERIFIED</b>	<b>DATE/INITIALS</b>
Resident of Town of Jerome	Phone/utility bill/voter ID/Other (specify)	
Home located in Town of Jerome	Map	
Own home and land	Recorded Deed/Title	
Legal resident of United States	Social Security cards for all adults	
Income eligible	Review of documents/NACOG	

## VERIFICATION OF DISABILITY

Complete form only if one or more household members are disabled; complete one form for each member

Disabled Applicant's Name: \_\_\_\_\_ Social Security # \_\_\_\_\_

Short description of disability: \_\_\_\_\_  
\_\_\_\_\_

A copy of one or more of the following documents must accompany your application if you are claiming disability. The name of the person(s) claiming disability must appear on the document and the document must be current.

- Social Security letter denoting disability
- Letter from appropriate court indicating disability
- Letter from a state agency indicating disability

In the event you do not have any of these documents, or if the condition is new, you may indicate below, a doctor who can certify the disability. If this is your situation, please sign, date and complete the information below.

.....

I hereby authorize the release of any information pertaining to this disability verification request.

Applicant's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please provide your physician's contact information below:

Physician's name: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Telephone number(s): \_\_\_\_\_





**ZERO INCOME CERTIFICATION**

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

Applicant: \_\_\_\_\_

Circle Y (Yes) or N (No) for each statement. Do you receive any of the following?

- |   |   |   |
|---|---|---|
| Y | N | 1. Employment Income  |
| Y | N | 2. Any income from any source such as, but not limited to, Mary Kay, Shaklee Amway, or any other self-employment venture. |
| Y | N | 3. Income from social security, public assistance, unemployment compensation, or any other agency.                        |
| Y | N | 4. Regular recurring gifts from any person or agency.   |
| Y | N | 5. Income from any source.  |

Explain any Y (Yes) answers. (A copy of your most current SIGNED Federal Income Tax Form must be attached).

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

Please indicate the period of time you expect to receive no income: \_\_\_\_\_

I hereby certify under penalty of perjury that the information provided above is accurate and complete to the best of my knowledge. I consent to release such information in order to comply with government regulations regarding allocation of Section 42 housing. I understand that providing false or misleading information under oath may subject me to criminal penalties. I fully understand what information is being requested and the ramifications of my not providing complete and truthful responses.

Executed on \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_  
Arizona.

\_\_\_\_\_  
Signature (zero-income household member)

## VERIFICATION OF: Public Assistance Income

<p>(Name of HOME Participating Jurisdiction) _____</p> <p><b>AUTHORIZATION:</b> Federal Regulations require us to verify Public Assistance Income of all members of the household applying for participation in the HOME Program which we operate and to re-examine this income periodically. We ask your cooperation in supplying this information. This information will be used only to determine the eligibility status and level of benefit of the household.</p> <p>Your prompt return of the requested information will be appreciated. A self-addressed return envelope is enclosed.</p>	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Public Assistance Data</th> <th style="text-align: right; border-bottom: 1px solid black;">Rate per Month</th> </tr> </thead> <tbody> <tr> <td>Number in family: _____</td> <td></td> </tr> <tr> <td>Aid to Families with Dependent Children</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>General Assistance</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Does this amount include court-awarded support payments? <input type="checkbox"/> Yes <input type="checkbox"/> No</td> <td></td> </tr> <tr> <td>Amount specifically designated for shelter and utilities</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Other assistance—type: _____</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td style="text-align: center;">Total Monthly Grant</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Other income—Sources: _____</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Maximum allowance for rent and utilities (as-paid states)</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Amount of public assistance received during past 12 months</td> <td style="text-align: right;">\$ _____</td> </tr> </tbody> </table>	Public Assistance Data	Rate per Month	Number in family: _____		Aid to Families with Dependent Children	\$ _____	General Assistance	\$ _____	Does this amount include court-awarded support payments? <input type="checkbox"/> Yes <input type="checkbox"/> No		Amount specifically designated for shelter and utilities	\$ _____	Other assistance—type: _____	\$ _____	Total Monthly Grant	\$ _____	Other income—Sources: _____	\$ _____	Maximum allowance for rent and utilities (as-paid states)	\$ _____	Amount of public assistance received during past 12 months	\$ _____
Public Assistance Data	Rate per Month																						
Number in family: _____																							
Aid to Families with Dependent Children	\$ _____																						
General Assistance	\$ _____																						
Does this amount include court-awarded support payments? <input type="checkbox"/> Yes <input type="checkbox"/> No																							
Amount specifically designated for shelter and utilities	\$ _____																						
Other assistance—type: _____	\$ _____																						
Total Monthly Grant	\$ _____																						
Other income—Sources: _____	\$ _____																						
Maximum allowance for rent and utilities (as-paid states)	\$ _____																						
Amount of public assistance received during past 12 months	\$ _____																						
<p><b>RELEASE:</b> I hereby authorize the release of the requested information.</p> <p>_____</p> <p>(Signature of Applicant)</p> <p>Date: _____</p> <p>Or a copy of the executed "HOME Program Eligibility Release Form," which authorizes the release of the information requested, is attached.</p>	<p>Signature of _____ or Authorized Representative _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Telephone: _____</p>																						
<p><b>WARNING:</b> Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.</p>																							

## IMPORTANT!



### Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children, babies, and fetuses even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



# Protect Your Family From Lead in Your Home



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

## Are You Planning to Buy or Rent a Home Built Before 1978?

---

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
cpsc.gov or saferproducts.gov

## U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule which protects families in pre-1978 assisted housing and the lead hazard control and research grant programs.

### HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
hud.gov/offices/lead/

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

U.S. EPA Washington DC 20460  
U.S. CPSC Bethesda MD 20814  
U.S. HUD Washington DC 20410

EPA-747-K-12-001  
December 2012

## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

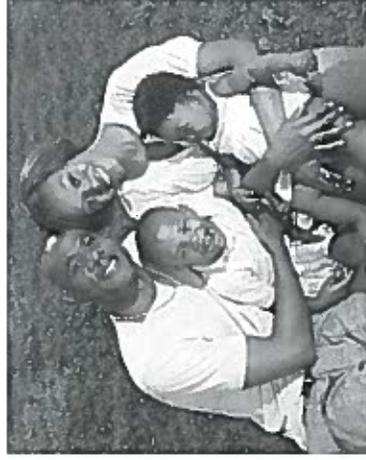
## Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

## U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)  
Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (CPT) One Congress Street  
Boston, MA 02114-2023  
(617) 918-1524

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)  
Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)  
Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)  
Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)  
Regional Lead Contact  
U.S. EPA Region 5 (DT-BJ)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-7836

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)  
Regional Lead Contact  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)  
Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
WVWD/TOPE  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)  
Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)  
Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)  
Regional Lead Contact  
U.S. EPA Region 10  
Solid Waste & Toxics Unit (WCM-128)  
1200 Sixth Avenue, Suite 900  
Seattle, WA 98101  
(206) 553-1200

## For More Information

### The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/lead](http://epa.gov/lead) for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

## Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to lead can cause:

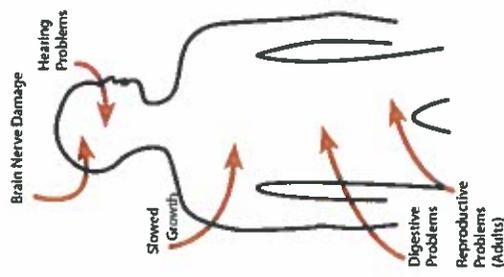
- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain



## Check Your Family for Lead

---

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Other Sources of Lead

---

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](http://epa.gov/lead) for EPA's lead in drinking water information.
- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- **Old toys and furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal or lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

---

<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

## Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
  - **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
    - Open-flame burning or torching
    - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
    - Using a heat gun at temperatures greater than 1100°F
  - **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
  - **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.
- To learn more about EPA's requirements for RRP projects visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally assisted, federally owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

**Lead can be found:**

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

---

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

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

## Reducing Lead Hazards, continued

---

**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

## Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can temporarily reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting, by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## Checking Your Home for Lead

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

- A lead-based paint inspection tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A risk assessment tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sampling bare soil in the yard
  - Get lab tests of paint, dust, and soil samples



- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## Checking Your Home for Lead, continued

---

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

---

<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

## What You Can Do Now to Protect Your Family

---

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

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

## Housing Rehab Income Eligibility Calculation Worksheet

To be eligible for CDBG or HOME, households must be at or below 80% of the Area Median Income (and meet other eligibility requirements, as outlined in the Notice). Grantees may use this sample worksheet to determine whether an applicant household meets the income eligibility threshold. A copy of this worksheet should be kept in the applicant/beneficiary file.

Household Member Number	Household Member Name	Age of Household Member
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

Total Household Members (Household size)	
80% of Area Median Income (AMI) for Household Size	

Household Member Number/Name	Sources of Household Income	Gross Documented Current Income Amount	Frequency of Income	Number of Payments per Year	Annual Gross Income (gross income amount X # of payments per year)
	Earned Income (for ADULT household members only)	\$ -			\$ -
	Earned Income (for ADULT household members only)	\$ -			\$ -
	Earned Income (for ADULT household members only)	\$ -			\$ -
	Self-employment/business income	\$ -			\$ -
	Self-employment/business income	\$ -			\$ -
	Interest & Dividend Income	\$ -			\$ -
	Interest & Dividend Income	\$ -			\$ -
	Pension/Retirement Income	\$ -			\$ -
	Pension/Retirement Income	\$ -			\$ -
	Unemployment & Disability Income	\$ -			\$ -
	Unemployment & Disability Income	\$ -			\$ -
	TANF/Public Assistance	\$ -			\$ -
	TANF/Public Assistance	\$ -			\$ -
	Alimony, Child Support and Foster Care Income	\$ -			\$ -
	Alimony, Child Support and Foster Care Income	\$ -			\$ -
	Armed Forces Income	\$ -			\$ -
	Armed Forces Income	\$ -			\$ -
	Imputed Income from Assets (Total assets x .02 if assets total over \$5,000)	\$ -			\$ -
	Other (specify):	\$ -			\$ -

Total Annual Gross Income from all Sources	
80% of Area Median Income for Household Size	\$ -
Household's Income as Percentage of Area Median Income (100% AMI for HH size)	#DIV/0!
Is the household at or below 80% Area Median Income?	

Date of Income Calculations:		Signature of Staff Completing Form:	
------------------------------	--	-------------------------------------	--

F



# Northern Arizona Council of Governments

119 EAST ASPEN AVENUE • FLAGSTAFF, ARIZONA 86001-5222  
(928) 774-1895 • FAX (928) 773-1135 • E-MAIL: [nacog@nacog.org](mailto:nacog@nacog.org)

CHRIS FETZER  
EXECUTIVE DIRECTOR

August 19, 2016

## TOWN OF JEROME OWNER OCCUPIED HOUSING REHABILITATION NOTIFICATION OF POTENTIAL ELIGIBILITY OR INELIGIBILITY

Your Application for the Housing Rehabilitation Program has been received and is:

**A. Potentially Eligible:** Please see below       **B. Ineligible:** Please see below

**A. Potentially Eligible** You must submit the following and it must be received or postmarked no later than 5:00 pm on \_\_\_\_\_, 2016, to remain potentially eligible:

- Proof of homeownership (Copy of Deed or Title)
- Copy of most recent property tax valuation or parcel ID number
- Proof of homeowner's insurance
- Current mortgage statement
- Copies of Social Security cards for all family members
- Proof of current income including, but not limited to:
  - If employed: 1) Current income tax return or past 2 months paycheck stubs, and 2) Attached Income Verification form (completed and signed)
  - If retired: Retirement benefit statements for past two months
  - If receiving Social Security benefits: 1) Attached Social Security Verification form (completed and signed); and 2) Annual Social Security Benefits Statement
  - If receiving Public Assistance: 1) Proof of public assistance, and 2) Attached Verification of Public Assistance Income
  - If no income from any source: Complete and sign the attached Zero Income Certification
- For each disabled household member: 1) Proof of disability; and 2) Attached Verification of Disability (completed and signed)
- Proof of single parent status (Child support, AFDC, divorce decree, etc.)

**B. Ineligible** Your Application was denied for the following reason(s):

- Household does not meet income criteria
- This is not an owner-occupied home
- Other

---

If you have questions or would like your name removed from the waiting list, please contact Tracy Bouvier, 119 E. Aspen Ave., Flagstaff, AZ 86001; (928) 213-5240. Thank you.



# Inspection Checklist

Housing Choice Voucher Program

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0169  
(Exp. 04/30/2014)

Public reporting burden for this collection of information is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

**Privacy Act Statement.** The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the name and address of both family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the Section 8 rental assistance program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family participation.

Name of Family		Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector		Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy)
Type of Inspection	Date of Last Inspection (mm/dd/yyyy)		PHA
Initial	Special	Reinspection	

<b>A. General Information</b>		
Inspected Unit	Year Constructed (yyyy)	<b>Housing Type</b> (check as appropriate) Single Family Detached Duplex or Two Family Row House or Town House Low Rise: 3, 4 Stories, Including Garden Apartment High Rise: 5 or More Stories Manufactured Home Congregate Cooperative Independent Group Residence Single Room Occupancy Shared Housing Other
Full Address (including Street, City, County, State, Zip)		
Number of Children in Family Under 6		
<b>Owner</b>		
Name of Owner or Agent Authorized to Lease Unit Inspected	Phone Number	
Address of Owner or Agent		

<b>B. Summary Decision On Unit (To be completed after form has been filled out)</b>			
<input type="checkbox"/>	Pass	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms
<input type="checkbox"/>	Fail		
<input type="checkbox"/>	Inconclusive		

Inspection Checklist						
Item No.	1. Living Room	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.1	Living Room Present					
1.2	Electricity					
1.3	Electrical Hazards					
1.4	Security					
1.5	Window Condition					
1.6	Ceiling Condition					
1.7	Wall Condition					
1.8	Floor Condition					

H

\* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area;  
 3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

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

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

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

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

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

**C. Special Amenities (Optional)**

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

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

**1. Living Room**

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

**2. Kitchen**

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

**3. Other Rooms Used for Living**

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

**4. Bath**

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

**5. Overall Characteristics**

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

**6. Disabled Accessibility**

Unit is accessible to a particular disability.  Yes  No  
Disability

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

**E. Inspection Summary/Comments (Optional)**

Provide a summary description of each item which resulted in a rating of "Fail" or "Pass with Comments."

Tenant ID Number      Inspector      Date of Inspection (mm/dd/yyyy)      Address of Inspected Unit

Type of Inspection	Initial	Special	Reinspection
--------------------	---------	---------	--------------

Item Number	Reason for "Fail" or "Pass with Comments" Rating
-------------	--

--	--

Continued on additional page

Yes

No

Town of Jerome  
**LIMITED HOUSING REPAIR PROGRAM (CDBG)**  
c/o NACOG REHAB SERVICES  
119 E. Aspen Avenue, Flagstaff, AZ 86001  
Telephone: (928) 213-5240 Fax: (928) 773-1135

**HOMEOWNER UNDERSTANDING AND AGREEMENT**

[TO BE REVIEWED AND SIGNED BY ALL LOAN PROGRAM APPLICANTS AT THE INITIAL MEETING BEFORE ANY EVALUATIONS, WORK WRITE-UPS, LEAD BASED TESTING, OR CONTRACTOR BIDS ARE UNDERTAKEN.]

**NAME:**

**ADDRESS:**

**DATE:**

Your application for the NACOG Owner Occupied Housing Rehabilitation Program has been determined eligible and is approved for funding. Before we proceed with any work, it is required that you read and understand the following conditions, and that you sign page 3 indicating you will accept these conditions.

**Lead-Based Paint Testing**

- Depending on the project scope of work and if your home was built before 1978, it must be tested for the presence of lead-based paint and the possible safety hazards that might be present. If lead based paint is found, your home may require additional work to correct the hazards. If your home has extensive lead-based paint, it may not be eligible for rehabilitation under this program and will be declined.
- If lead based paint is found in your home and work cannot be done, you will be required to present full disclosure that there is lead based paint in your home at any future real estate transactions involving the home.
- The cost of the testing is covered under the grant.

**Bidding Process, Contractor Procurement, Bid Awards, Contracts, Payments, Final Inspections**

- After your home is evaluated and any required lead-based paint abatement completed, the Housing Rehab Specialist will prepare a set of bid specifications describing the work and estimated cost estimates.
- The Specialist will assist with recruiting contractors on your behalf. These contractors will submit bids for the work to be done. The lowest responsive bid will be recommended to the homeowner.
- A contract between the Contractor and the Homeowner will be signed. Contracts are strictly between the Homeowner and the Contractor. Neither Town of Jerome nor NACOG has a legal responsibility for the timeliness or the quality of the work.
- The Contractor will not be paid for any work done outside of the contract. Any agreements for a necessary change will be documented by a Change Order, signed by the Contractor, the Homeowner, and NACOG.
- When the work is completed and evaluated by the Homeowner and a Housing Rehab Representative, Town of Jerome will make payment directly to the Contractor.
- Per the terms of the contract, the Contractor gives the Homeowner a two-year warranty on labor and materials. Manufacturer warranties may be for a lesser period of time.

\_\_\_\_\_

I

**Loan Terms**

- The grant requires that the money paid for work done on your home is secured with a "FORGIVABLE LOAN". The terms of the loan are no interest for up to maximum of 5 years, and pro-rated per year. Note: Your individual loan may not be less than maximum 5 years.
- That means that you will pay no cash now for the cost of the work done on your home. When the work is completed, up to a maximum 5 year lien will be placed on your home. Each year 20% of the lien will be granted to you. If you stay in the home for the specified term of your loan, you will own nothing back. If the title to your home changes before the term is over, you will be required to pay Town of Jerome back the outstanding portion of the loan. Note: Your individual loan may not be less than maximum 5 years.

**Promissory Note**

A Promissory Note is one of the documents that you will be required to sign when the work is completed on your home. It will be filed with the County Registrar's office and will be one of the documents that records the lien on your home.

The Promissory Note states that if the title to your home changes voluntarily or involuntarily, any outstanding loan will be due and payable at that time. It also states the following:

- You can pay off the amount due at any time with no penalty;
- You will be responsible for any legal costs that may occur to enforce the terms of the Note;
- Payment of the Note may be taken out of the sale of your property.

**Deed of Trust**

A Deed of Trust on your property secures the Promissory Note. In the Deed of Trust, you are the Trustor, Town of Jerome is the Beneficiary and NACOG is the Trustee. These major provisions are included:

- You agree to keep your property in good condition and repair; not to remove or demolish any building.
- You shall not add structures to the property without a building permit or other as required by your community.
- You agree to maintain this home as your primary residence.
- You agree obtain and keep fire insurance and furnish a copy of the policy to Town of Jerome c/o NACOG. The insurance also will show a loss payable to Town of Jerome for the outstanding amount of the loan.
- You agree to pay all taxes or assessments on the property when they are due.
- You agree to pay reasonable foreclosure costs, if necessary, including title reports and attorney fees.
- You shall not rent or lease the property during the term of the loan or Town of Jerome may call the loan due and payable now.
- Town of Jerome may subordinate the loan if the first loan (mortgage) on the home will be refinanced at a lower interest rate and if your home payment is less. You may NOT receive cash from the transaction.
- If you die before the loan period is over, an heir may petition Town of Jerome to live in the home and continue the conditions of the loan, as long as that heir meets the original criteria of the grant eligibility.

**Workmanship**

I agree to seek, follow through and attempt to fully resolve all construction quality of workmanship disputes through the Registrar of Contractors process and apply and follow through with the contractor's recovery fund for restitution before seeking arbitration.

**Arbitration**

I agree, covenant and consent, that any and all controversies arising out of or in any way relating to the housing rehab program, shall be settled solely by arbitration in accordance with the applicable rules of the American Arbitration

[Empty rectangular box]

Association then in effect and any judgment upon the award rendered by the arbitrators may be entered in and be enforceable by any court of competent jurisdiction. It is also provided further that all parties to this agreement hereby covenant and agree that they and each of them shall submit to and be bound by the decision of a three person arbitration panel appointed by the applicable national panel of arbitrators, in accordance with the American Arbitration Association rules for appointment of such panels. In accordance with the rules and provisions of the American Arbitration Association, all parties hereto specifically agree that all arbitration proceedings arising there under shall be held in Apache County, Arizona.

I have read, understand, and accept the conditions listed above, as well as other grant conditions that may not have been highlighted above. I will proceed with the Town of Jerome Limited Housing Repair program and will sign other documents as they become pertinent to the process.

\_\_\_\_\_ (Borrower)(s)

\_\_\_\_\_ (Borrower)(s)

\_\_\_\_\_ (NACOG)

*If you have any questions, please contact Tracy Bouvier, 119 E. Aspen Avenue, Flagstaff, AZ 86001, telephone: (928) 213-5240, fax (928) 773-1135, e-mail [tbouvier@nacoq.org](mailto:tbouvier@nacoq.org)*



**Town of Jerome  
Limited Housing Repair Program  
c/o NACOG  
119 East Aspen Avenue  
Flagstaff, AZ 86001**

**CONTRACTOR INFORMATION**

The undersigned hereby proposes and agrees to furnish any and all required labor, materials, transportation, permits and services for the completion of the project and hereby declares that he/she has visited the site and examined the contract documents relating to the work covered by the above project.

The undersigned states that he/she is the owner or authorized representative of the below stated contractor or firm.

Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Contractor License No. and Type \_\_\_\_\_

DUNs Number \_\_\_\_\_

Contractor Employer Identification Number. 86- \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

How long has the contractor been in business under the same name? \_\_\_\_\_

What insurance is held by Contractor? Please check.

Workman's Compensation \_\_\_\_\_

Bodily Injury and Property Damage Liability \_\_\_\_\_

Automobile Bodily Injury and Property Damage \_\_\_\_\_

How long is the contractor willing to warranty work? \_\_\_\_\_ years

J

**TOWN OF JEROME LIMITED HOUSING REPAIR PROGRAM  
HOMEOWNER / CONTRACTOR CONTRACT**

This contract is between [contractor; phone number] (referred to in this contract as CONTRACTOR), warranting itself to be licensed and qualified to perform the work specified herein, and [homeowner; phone number] (referred to in this contract as OWNER).

WHEREAS, TOWN OF JEROME (referred to in this contract as TOWN) is in receipt of a CDBG grant from the Arizona Department of Housing (ADOH) to provide Housing Rehabilitation/Repair services administered by Northern Arizona Council of Governments (NACOG);

WHEREAS, the OWNER qualifies under the CDBG program guidelines and is desirous of Housing Rehabilitation services;

NOW, THEREFORE; IN CONSIDERATION OF THEIR MUTUAL PROMISES, THE PARTIES AGREE AS FOLLOWS:

**PART I. Specific Terms**

**1. EFFECTIVE DATE.** This Contract shall have no force or effect unless and until executed by CONTRACTOR and OWNER.

A Notice to Proceed will be executed by NACOG Rehab Services. The date on which the Notice to Proceed is executed shall be referred to as the Effective Date. CONTRACTOR shall not be compensated under this Contract for work commenced or materials delivered to the Property before the Effective Date. When a properly executed copy of the Notice to Proceed is executed, CONTRACTOR is bound by this Contract.

**2. THE CONTRACT.** This Contract consists only of this Part I (Specific Terms), Part II (General Conditions), and the following exhibits:

- A. Scope of Work            \_\_\_not applicable    XX applicable
- B. Notice to Proceed       \_\_\_not applicable    XX applicable
- C. Contractor Bid Packet   \_\_\_not applicable    XX applicable
- D. General Specification    \_\_\_not applicable    XX applicable  
    Handbook

**3. TIME FOR COMMENCEMENT AND COMPLETION.** CONTRACTOR agrees to commence, or cause to be commenced, the actual work described in the Scope of Work within 30 consecutive calendar days after the Effective Date. CONTRACTOR agrees to complete, free of liens or rights of liens of contractors, mechanics, materialmen or laborers, all work listed above within 90 consecutive calendar days after the Effective Date of this Contract, subject to extensions approved by

NACOG Rehab Services in writing for the period of any excusable delays (including strikes, acts of God or other reasons beyond the control of OWNER or CONTRACTOR). CONTRACTOR agrees that time is of the essence in this Contract.

**4. CONTRACT PRICE.** CONTRACTOR agrees to accomplish work as described in the Contract Document for a total price of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), excluding Change Orders.

**5. PAYMENTS.** Upon project completion, and upon approval by Rehab Services of the completed work, TOWN shall pay CONTRACTOR one hundred percent of the Contract amount, less any amounts NACOG determines for incomplete work and unsettled claims. Final payment to CONTRACTOR shall be made within thirty (45) days of the submission of a Request for Payment, provided said Request for Payment is approved by Rehab Services. Rehab Services shall not withhold payment to CONTRACTOR except for non-compliance with the terms of this Contract, and neither OWNER nor NACOG shall request CONTRACTOR to perform work outside the scope of this Contract as a condition of receiving payment.

**6. WARRANTY.** CONTRACTOR warrants that all improvements, hardware and fixtures of whatever kind or nature to be installed or constructed on the Property by CONTRACTOR or CONTRACTOR'S subcontractors will be of good quality, suitable for their purpose and free from defects in workmanship or materials, or other deficiencies. This is a full warranty extending to OWNER and subsequent owners of the Property; provided, however, that the warranty set forth in this paragraph shall apply only to deficiencies and defects about which OWNER or subsequent owner(s) shall have notified CONTRACTOR at the address stated above within one year as required by the Arizona State Registrar of Contractors.

**7. LIQUIDATED DAMAGES.** If CONTRACTOR fails to complete the work within the time specified in Paragraph 3 of this Contract, or within the time to which such completion may have been extended by NACOG Rehab Services in writing, CONTRACTOR must deduct from the contract with the OWNER the sum of Fifty dollars (\$50) for each and every calendar day that the time consumed in completing the work exceeds the time allowed therefore; which said sum, in view of the difficulty of accurately ascertaining the loss which OWNER will suffer by reason of delay in the completion of the work hereunder is hereby fixed and agreed as the liquidated damages that OWNER will suffer by reason of such delay, and not as a penalty. NACOG will deduct and retain out of the monies which may become due hereunder the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by OWNER, CONTRACTOR shall be liable to pay the difference upon demand by NACOG.

**8. PARTIES TO CONTRACT.** CONTRACTOR and OWNER agree that they are the sole parties to this Contract and are solely responsible for its performance. The parties agree that the United States Department of Housing and Urban Development, the Arizona Department of Housing, Town of Jerome or NACOG assumes no liability or responsibility whatsoever for the performance of any term of this Contract.

CONTRACTOR and OWNER agree to seek, follow through and attempt to fully resolve all construction quality of workmanship disputes through the Registrar of Contractors process and apply and follow through with the contractor's recovery fund for restitution before seeking arbitration.

**9. ARBITRATION.** CONTRACTOR and OWNER further agree, covenant and consent, that any and all controversies arising out of or in any way relating to the Limited Housing Repair program, shall be settled solely by arbitration in accordance with the applicable rules of the American Arbitration Association then in effect and any judgment upon the award rendered by the arbitrators may be entered in and be enforceable by any court of competent jurisdiction. It is also provided further that all parties to this agreement hereby covenant and agree that they and each of them shall submit to and be bound by the decision of a three person arbitration panel appointed by the applicable national panel of arbitrators, in accordance with the American Arbitration Association rules for appointment of such panels. In accordance with the rules and provisions of the American Arbitration Association, all parties hereto specifically agree that all arbitration proceedings arising there under shall be held in Apache County, Arizona.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
HOMEOWNER(S)

\_\_\_\_\_  
DATE

## **PART II. General Conditions**

**1. INSURANCE.** During the continuance of the work under this Contract, the CONTRACTOR and all subcontractors shall:

A. Maintain workers' compensation and employer's liability insurance in amounts sufficient to protect themselves, Rehab Services, Town of Jerome, NACOG, and OWNER from any liability or damage for injury (including death) to any of their employees, including any liability policy shall include coverage for earthquake, landslide, workmanship, during the Contract time and until acceptance of work by OWNER and NACOG.

B. Maintain public liability insurance amounts sufficient to protect themselves, OWNER, and Town of Jerome, NACOG, against all risks of damage or injury (including death) to property or persons wherever located, resulting from any action or operation under this Contract or in connection with the work.

**2. ASSIGNMENT.** CONTRACTOR agrees not to assign the Contract without written consent by OWNER and TOWN.

**3. CHANGE ORDERS.** CONTRACTOR shall not make any changes in the Scope of Work or the Specifications without written authorization of OWNER and NACOG Rehab Services.

**4. PERMITS AND CODES.** CONTRACTOR agrees to secure all necessary permits required for the performance of this Contract in compliance with applicable local requirements, including local building and housing codes, where applicable, whether or not specified in the Scope of Work or Specifications. Prior to construction required permit(s) and the Scope of Work shall be posted and available at the job site.

**5. HOLD HARMLESS.** CONTRACTOR agrees to defend, indemnify, and hold OWNER and NACOG harmless from any liability or claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from CONTRACTOR'S performance of this Contract. CONTRACTOR further agrees to protect, defend, and indemnify OWNER and NACOG from any claim by laborers, subcontractors or materialmen for unpaid work or labor performed or materials supplied in connection with this Contract.

**6. CONDITION OF PREMISES.** CONTRACTOR agrees to keep the premises broom clean and orderly and to remove all debris as needed during the course of the work, in order to maintain work conditions which do not cause health or safety hazards.

**7. LEAD-BASED PAINT.** CONTRACTOR agrees to not use lead-based paint in CONTRACTOR'S performance of this Contract, including the performance of any subcontractor. "Lead-based paint" means any paint containing more than six one hundredths of one percent lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.

**8. TERMINATION.** CONTRACTOR agrees that OWNER shall have the right to declare CONTRACTOR in default if CONTRACTOR fails to furnish materials or perform work in accordance with the provisions of this Contract. In such event OWNER shall be responsible for providing written notice to CONTRACTOR by registered mail of such default. If CONTRACTOR fails to remedy such default within 15 days of such notice, OWNER shall have the right to select one or more substitute contractors from the list of bidders that participated in the bid process of the program. If the expense of finishing the work exceeds the balance not yet paid to CONTRACTOR on this Contract, CONTRACTOR shall pay the difference to NACOG.

**9. INSPECTION.** NACOG and its designees shall have the right to inspect all the work performed under this Contract. By such inspection, NACOG assumes no responsibility for defective material or work under this Contract or for any breach of this Contract by CONTRACTOR.

**10. EQUAL OPPORTUNITY.** CONTRACTOR agrees to abide by all Federal, State, City, or County regulations relative to Equal Opportunity to all persons, without discrimination as to race, color, creed, religious, national origin, sex, marital status, age, status as with regard to public assistance or disability as per Section 504 of the ADA.

During the performance of this Contract, CONTRACTOR agrees as follows:

a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religious, sex, or national origin. CONTRACTOR will take affirmative action to assure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religious, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment ore recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, and the provisions of Section 504 of the ADA.

b. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, color, religious, sex, disability, or national origin.

**11. GOOD FAITH EFFORT.** CONTRACTOR agrees to provide for the fair utilization of minority/women/disadvantaged owned business enterprises in the performance of work on this project and, where a contract is awarded, engage in a "good faith effort" to ensure that minority/women/disadvantaged-owned business enterprises have the maximum opportunity to participate in the performance of work under this Contract.

**12. DISPUTES.** Disputes because of, but not limited to, drawings, workmanship or the Contract documents will be resolved between OWNER, NACOG Rehab Services, CONTRACTOR, and the Arizona State Registrar's Office or any other lawful remedies available to each party.

**13. CONTRACTOR'S RECORDS.** CONTRACTOR agrees to keep and maintain all records arising from or relating to this construction Contract, including, but not limited to, receipts from material suppliers and subcontracts, for a period of five years after the date of close out of the grant or resolution of all audit findings of that grant, whichever occurs last. CONTRACTOR further agrees to allow the

Arizona Department of Housing, HUD, and/or the Office of the Inspector General or their designated representatives to have access to all such records for review, monitoring, and audit, during normal working hours.

**14. CONTRACTOR'S DOCUMENTS.** CONTRACTOR shall keep at the worksite a copy of the Contract documents and shall at all times allow them available for inspection by NACOG staff or designees. All documents in this packet, contracts, plans, and specifications, are intended to be complete and complementary and to prescribe a complete work. If any omissions are made of information necessary to carry out the full intent and meaning of the Contract documents, CONTRACTOR shall immediately call the matter to the attention of NACOG for furnishing detailed instructions.

**15. NON-RESPONSIBILITY OF THE OWNER.** Indebtedness incurred for any cause in connection with this work must be paid by CONTRACTOR, and OWNER and NACOG are hereby relieved at all times from any indebtedness or claims other than payments under contract.

**16. PROPERTY RIGHTS IN MATERIAL.** Nothing in the Contract shall be construed as vesting in CONTRACTOR any right of property in the materials used after they have been attached or affixed to the work or the soil and accepted. All such materials shall become the property of OWNER upon being so attached or affixed and accepted.

**17. ACCIDENT PREVENTION.** Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Association of General Contractors of America, and the requirements of the Occupational Safety and Health Administration.

**18. CONFLICT OF INTEREST.** Pursuant to ARS 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Contract is subject to cancellation by NACOG if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NACOG is, at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.

**19. MISCELLANEOUS PROVISIONS.**

A. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

B. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or un-enforceability shall not affect any other provisions thereof and this Contract shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## **20. DRUG FREE WORKPLACE**

CONTRACTOR shall maintain a Drug Free Workplace for all employees.

OWNER shall maintain a Drug Free Workplace for CONTRACTOR.

## **20. CERTIFICATION REGARDING LOBBYING**

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

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

## **21. IMMIGRATION COMPLIANCE WARRANTY**

As required by A.R.S. § 41-4401, CONTRACTOR hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). CONTRACTOR further warrants that after hiring an employee, CONTRACTOR verifies the employment eligibility of the employee through the E-Verify program. If CONTRACTOR uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. If state law is amended, the parties may modify this paragraph consistent with state law.

## **22. SUDAN/IRAN CLAUSE**

CONTRACTOR warrants that it does not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. §§ 35-391.06 and 35-393.06, and further acknowledge that any subcontractor who is contracted by CONTRACTOR to perform work pursuant to this Contract shall warrant that they do not have scrutinized business operations in Sudan or Iran.

City of Sedona  
HOUSING REHABILITATION  
C/O NACOG 119 East Aspen Ave., Flagstaff, AZ 86001  
(928) 853-1235

**PRE-CONSTRUCTION CONFERENCE REPORT**

This Report is to be filled out during or immediately after the Pre-Construction Conference. The grantee should attach more detailed notes or minutes of the Conference and a sign in sheet, if possible.

=====

1. A. Conference Date: \_\_\_\_\_

B. Client: \_\_\_\_\_

2. Prime Contractor: \_\_\_\_\_  
\_\_\_\_\_

3. Prime Contract Amount: \$ \_\_\_\_\_ .00

4. Subcontractors, if any are known: (name, address with zip and telephone number)
- a.
  - b.
  - c.
  - d.
  - e.

5. Participants (or attach a sign in list, which is preferable)

Name	Title	Entity Represented
a. _____	CDBG Housing Rehab Specialist	NACOG
b. _____	_____	_____
c. _____	_____	_____
d. _____	_____	_____
e. _____	_____	_____
f. _____	_____	_____
g. _____	_____	_____
h. _____	_____	_____

L

6. Items covered:

- 1a) The Bid package is part of the work specifications \_\_\_\_\_
- 1b) What will be done, work specifications \_\_\_\_\_
- 2a) Materials used, brand names, quality is contractor grade or + \_\_\_\_\_
- 2b) What will NOT be done \_\_\_\_\_
- 3) Payments to contractor \_\_\_\_\_
- 4) Progress payments \_\_\_\_\_
- 5) Sanction and withohholding of payments \_\_\_\_\_
- 6) Responsibility for Subs \_\_\_\_\_
- 7) Storage of clients goods \_\_\_\_\_
- 8) Moving of clients goods in and out \_\_\_\_\_
- 9) Reasonable care in moving goods \_\_\_\_\_
- 10) Responsibility for damage of goods \_\_\_\_\_
- 11) Digital photos of goods \_\_\_\_\_
- 12) Digital photos of mold areas before, during, and after \_\_\_\_\_
- 13) Digital photos of sheathing before and during replacement \_\_\_\_\_
- 14) Digital photos of any other items \_\_\_\_\_
- 15) Change Orders \_\_\_\_\_
- 16) Protection of premises \_\_\_\_\_
- 17) Warranties for equipment versus work \_\_\_\_\_
- 18) Location of storage container and security, who has keys \_\_\_\_\_
- 19) Permits and inspections \_\_\_\_\_
- 20) When client needs to relocate \_\_\_\_\_
- 21) Client relocation \_\_\_\_\_
- 22) Confidentiality of client by contractor and subs \_\_\_\_\_
- 23) Timeliness of construction \_\_\_\_\_
- 24) Bonding \_\_\_\_\_
- 25) Insurances by contractor \_\_\_\_\_
- 26) Notice to Proceed \_\_\_\_\_

B. Retention and access to all records (5 years) \_\_\_\_\_

C. Civil Rights compliance: non-discrimination \_\_\_\_\_

D. Grantee's role and responsibilities, i.e., \_\_\_\_\_

E. Contractor's role and responsibilities \_\_\_\_\_

F. Other (specify)

7. Report Prepared by:

a. Name \_\_\_\_\_ b. Title CDBG Housing Rehab Specialist

c. Signature \_\_\_\_\_ d. Date \_\_\_\_\_

**TOWN OF JEROME  
LIMITED HOUSING REPAIR PROGRAM**

c/o Northern Arizona Council of Governments

119 E. Aspen Avenue

Flagstaff, AZ 86001

Telephone: (928) 213-5241; FAX: (928) 773-1135

---

**NOTICE TO PROCEED**

This is a written Notice to Proceed in accordance with the terms of the contract entered into on \_\_\_\_\_, 201\_\_ between Contractor,[name, address] and Owner [name].

Work shall commence within THIRTY ( 30 ) calendar days from the date this notice is issued which is \_\_\_\_\_, 201\_\_.

Under no circumstances will there be deviation from the contract by any party without the execution of a change order. Any party causing or allowing any deviation from or failure to fully comply with requirements of the contract shall thereby forfeit any contractual right or claim of changes alleged to have resulted or arisen from activities undertaken pursuant to the unauthorized deviation or failure to fully comply.

---

CLIENT SIGNATURE

---

NACOG REHAB SERVICES

---

CONTRACTOR SIGNATURE

**JEROME LIMITED HOUSING REPAIR PROGRAM**  
**c/o NACOG**  
**119 East Aspen Avenue**  
**Flagstaff, Arizona 86001**  
**(928) 213-5241**

---

CHANGE ORDER # \_\_\_\_\_

Grant Contract #: \_\_\_\_\_

Project: \_\_\_\_\_

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

Contractor: \_\_\_\_\_

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

The following change(s) are authorized to the above-identified contract:

*Description:*

Additional Cost: \$ \_\_\_\_\_

Initial Contract Amount \$ \_\_\_\_\_

Plus Previously Approved Change Orders \_\_\_\_\_

Plus Change Order Requested \_\_\_\_\_

Total New Contract Amount \$ \_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
NACOG Rehab Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Date

N

Town of Jerome  
Limited Housing Repair Program  
c/o Northern Arizona Council of Governments

---

119 East Aspen Ave., Flagstaff AZ 86001  
Phone: (928) 213-5240; Fax: (928) 773-1135

**CONDITIONAL WAIVER AND RELEASE OF LIENS**  
(Pursuant to A.R.S. 33-1008)

Homeowner: \_\_\_\_\_

Job location \_\_\_\_\_

On receipt by the undersigned of a check(s) from Town of Jerome in the sum(s) of \$ \_\_\_\_\_ and when the check(s) has been properly endorsed and has been paid by the bank on which it was drawn, this document becomes effective to release any mechanics' liens, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule of statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job for building repair services at the location noted above.

This release covers the final payment for all labor, services, equipment or materials furnished to the job site listed above, except for disputed or unpaid claims in the amount of \$ \_\_\_\_\_. Before any recipient of the document relies on it, the person should verify evidence of payment to the undersigned.

The undersigned warrants that it either has already paid in full or will use the monies it receives from this payment to promptly pay in full all laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provide for or to the above-referenced project up to the date of this waiver.

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

(Type of work, materials and/or equipment furnished).

The following invoices and pay applications are included in the above-referenced amount:

0

---

---

---

Company Name: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Please return form to Tracy Bouvier, NACOG, by FAX at: (928) 773-1135; or by  
Mail: Tracy Bouvier, NACOG, 119 E. Aspen Ave., Flagstaff, Arizona 86001.

**Town of Jerome  
LIMITED HOUSING REPAIR PROGRAM  
Homeowner and Contractor Contract**

**OWNER ACCEPTANCE & APPROVAL FOR FINAL PAYMENT**

NACOG Housing Rehab Services certifies the repair work on the home of:

\_\_\_\_\_

Homeowner name

\_\_\_\_\_

Property address

has been completed by the Contractor and inspected by the Homeowner.

**HOMEOWNER AGREEMENT**

I certify that the Contractor has performed work and supplied materials for the construction of improvements to the property owned by me/us and located at the address above under the terms and conditions of the contract and is entitled to payment. I/we agree to the disbursement of the final funds for the work.

I/we accept the work that has been performed on the home. This Certification shall not be construed as an acceptance if defective work was done or improper materials were used and is not intended as a waiver of the warranties or any other remedies I/we would be entitled to under the above contract and laws of the State of Arizona. I/we also certify that copies of warranties / operation manuals were received by me/us.

Please reimburse		
Attached are	Contractor's Billing	\$

Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_

P

Item	Warranty Instructions	Operating Instructions	Received Counseling	Owner Initials

**WHEN RECORDED, MAIL TO:**

**JEROME LIMITED HOUSING REPAIR PROGRAM  
C/O NACOG Tracy Bouvier  
119 E. Aspen Ave.  
Flagstaff, AZ 86001**

---

**Deed of Trust**

**TRUSTOR: [client]**

**TRUSTOR'S MAILING ADDRESS: [client address]**

**BENEFICIARY: TOWN OF JEROME**

**BENEFICIARY'S ADDRESS: P.O. Box 335  
Jerome, AZ 86331**

**TRUSTEE: NACOG  
119 E. Aspen Avenue  
Flagstaff, AZ 86001**

**PROPERTY in Yavapai County, State of Arizona, described as**

**SEE ATTACHED EXHIBIT 'A'  
AP# \_\_\_\_\_**

THIS Deed of Trust is made between the Trustor, Trustee and Beneficiary named above. Trustor irrevocably grants and conveys to Trustee in trust, with power of sale, the above described real property and all buildings, improvements and fixtures located thereon or hereinafter erected thereon, together with the leases, rents, issues, profits, or income thereof, (all of which are hereinafter called "property income"); SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such property income; AND SUBJECT TO covenants, conditions, restrictions, rights-of-way, and easements of record.

**THIS DEED OF TRUST IS MADE FOR THE PURPOSE OF SECURING:**

**(A) Performance of each agreement of Trustor herein contained; (B) Payment of the indebtedness**

**Q**

evidenced by Promissory Note(s) of even date herewith, and any extension or renewal thereof, in the principal sum of \$ \_\_\_\_\_, executed by Trustor in favor of Beneficiary or order; (C) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a Promissory Note(s) reciting that they are secured by this Deed of Trust.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; and do all other acts which from the character or use of said property may be reasonably necessary.
2. To provide, maintain, and deliver to Beneficiary **fire insurance** policies satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or Beneficiary may apply other insurance policy upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at the option of Beneficiary, the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses of Beneficiary and Trustee, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear or be named and in any suit brought by Beneficiary to foreclose this Deed of Trust.
4. To pay: before delinquent, all taxes and assessments affecting said property; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust, including, without limiting the generality of the foregoing, the fees of Trustee for issuance of any Deed of Partial Release and Partial Reconveyance or Deed of Release and Full Reconveyance and all lawful charges, costs and expenses in the event of reinstatement of, following default in, this Deed of Trust or the obligations secured, hereby.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security

hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel, and pay counsel's reasonable fees.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, together with interest from the date of expenditure at the highest rate as is provided for in the note secured by this Deed of Trust. Any amounts so paid by Beneficiary or Trustee shall become part of the debt secured by this Deed of Trust and a lien on said premises or shall become immediately due and payable at option of Beneficiary or Trustee.

**IT IS MUTUALLY AGREED:**

6. That any award of damages in connection with any condemnation, or any such taking, or for injury to the property by reason of public use or for damages for private trespass or injury thereto, is assigned and shall be paid to Beneficiary as further security for all obligations secured hereby (reserving unto the Trustor, however, the right to sue therefore and for the ownership thereof subject to this Deed of Trust), and upon receipt of such moneys, Beneficiary may hold the same as such further security or apply or release the same in the same manner and with the same effect as above-provided for disposition of proceeds of fire or other insurance.
7. That time is of the essence of this Deed of Trust, and that by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his/her right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
8. That at any time or from time to time, and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note(s) for endorsement, without liability therefor, without affecting the personal liability of any person for payment of the indebtedness secured hereby, without affecting the security hereof for the full amount secured hereby on all property remaining subject hereto and without the necessity that any sum representing the value or any portion thereof of the property affected by the Trustee's action be credited on the indebtedness, the Trustee may: (a) release and reconvey all or any part of said property; (b) consent to the making and recording, or either, of any map or plat of the property or any part thereof; (c) join in granting any easement thereon; and (d) join in or consent to any extension agreement of any agreement subordinating the lien, encumbrance, or charge hereof.
9. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note(s) to Trustee for cancellation, and upon payment of its fees, Trustee shall release and reconvey, without covenant or warranty, express or implied, the property then held hereunder. The recitals in such conveyance of any

matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such conveyance may be described as "the person or persons legally entitled thereto."

10. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority, during the continuance of this Trust, to collect the property income, reserving to Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such property income as it becomes due and payable. Upon any such default, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, sue for or otherwise collect such property income in his/her own name, including that past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such property income, and the application thereof as aforesaid, shall not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.
11. That upon default by Trustor in the payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice thereof, setting forth the nature thereof, and of election to cause to be sold said property under this Deed of Trust. Beneficiary also shall deposit with Trustee this Deed of Trust, said note(s) and all documents evidencing expenditures secured hereby.

Trustee shall record and give notice of Trustee's sale and shall sell the property at public auction, all in the manner required by law. Any person, including Trustor, Trustee, or Beneficiary, may purchase at such sale. Trustee shall deliver to such purchaser its Deed conveying the property so sold, but without any covenant or warranty, express or implied. Trustor requests that a copy of any notice of Trustee's sale hereunder be mailed to Trustor at his/her address hereintofore set forth.

After deducting all costs, fees, and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale and reasonable attorney's fees. Trustee shall apply the proceeds of sale in the manner provided by law. To the extent permitted by law, an action may be maintained by Beneficiary to recover a deficiency judgement for any balance due hereunder.

In lieu of sale, pursuant to the power of sale conferred hereby, this Deed of Trust may be foreclosed in the same manner provided by law for the foreclosure of Mortgages on real property. Beneficiary shall also have all other rights and remedies available to it hereunder and at law or in equity. All rights and remedies shall be cumulative.

12. That Trustee may resign by mailing or delivering notice thereof to Beneficiary and Trustor. Beneficiary may appoint a successor Trustee in the manner prescribed by law. A successor Trustee herein shall, without conveyance from the predecessor Trustee, succeed to all the

predecessor's title, estate, rights, powers and duties.

13. The term Beneficiary shall mean the owner and holder of the note(s) secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
14. That Trustee accept this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of a pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.
15. That the trust relationship created by this Deed of Trust is limited solely to the creation and enforcement of a security interest in real property. All of Trustee's duties, whether fiduciary or otherwise, are strictly limited to those duties imposed by this instrument and A.R.S. §33-801 *et.seq.*, inclusive, and no additional duties, burdens, or responsibilities are or shall be placed on Trustee.
16. That this Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns.

In the following Sections 17 through 27 the term "Home" is used to refer to the Property which is the subject of this Deed of Trust and the terms "I", "we", "us" and "our" is at times used to refer to the Trustor.

17. Right of Beneficiary to recover all or part of financial assistance provided to Trustor.

We are the Trustor on the Deed of Trust. We understand that our home will be **rehabilitated** with funds provided by the Beneficiary and that those funds are subject to repayment as defined in the Promissory Note(s) dated the same as this Deed of Trust. We understand that so long as this Deed of Trust is in effect, we are obligated to pay all or part of the financial help we have been given by the Beneficiary. We understand that the purpose of the Deed of Trust is to ensure that the financial help given to us by Beneficiary to **rehabilitate** our home is not unfairly used by us to make money if we were to sell, rent, lease or make use of the home, other than as our principal place of residence.

We understand that, if we sell our home while this Deed of Trust is in effect, the Beneficiary will be paid all or part of the outstanding amount owing on the Promissory Note(s). We also understand that if the home ceases to be our principal place of residence during the time that this Deed of Trust is in effect we will have to pay to Beneficiary all or part of the outstanding amount owing on the Promissory Note(s).

- A. Sale or refinance while Deed of Trust is in effect.

In the event that we shall sell, convey or alienate our home or any part thereof the amount owing on the Promissory Note(s) will become immediately due and payable. The terms of this Deed of Trust may remain in effect in the event of refinance if the Beneficiary notifies the Trustor of the intent to refinance, prior to refinancing, and the Beneficiary determines that refinancing is not used to take cash out or to gain unfairly, from the **rehabilitation** assistance, otherwise refinancing will invoke immediate repayment of the amount of the Promissory Note(s) outstanding.

B. Cessation of use as principal place of residence.

In the event that we shall, during the term of this Deed of Trust, cease using the home as our principal place of residence, without the prior written consent of Beneficiary, then we shall be deemed in default and the amount payable to Beneficiary in foreclosure (judicially, by power of sale or otherwise) shall be the full amount owed to Beneficiary under the note at such time.

In the event that: I/we shall, during any calendar year, physically and personally not live and not sleep each night in the home for at least 270 days and nights during any such year; or Trustor shall lease or rent the home to any person or entity (other than to our natural or legally adopted parents or children); then Trustor shall be regarded as being in default of this Deed of Trust. Should there be any disagreement between us and Beneficiary regarding the occurrence of any of the events set forth in the paragraph, Beneficiary shall decide, in its sole and exclusive judgment, if such an event of default has occurred, and its decision shall be binding so long as such decision is not arbitrary and capricious. If requested by Beneficiary, we shall provide written evidence in the form defined by Beneficiary establishing the number of days or other facts demonstrating the occupancy of the home as explained above.

C. Death of Trustor and subsequent transfer of ownership through probate or Trustor's Will and Testament.

In the event the Trustor dies during the term of this Deed of Trust, the Heir to the property, as determined through Probate or Trustor's Will and Testament, may petition the City to continue the financial assistance that was provided the Trustor. The Town will continue the financial assistance to the Heir that was provided the Trustor provided the Heir qualifies according to the same guidelines as those originally applied to the Trustor. Such determination of eligibility will be made by the Beneficiary at such time a petition for continued assistance is made, through a process defined by the Beneficiary.

18. Timely payment of all obligations.

Trustor shall pay when due all charges for water, water delivery, gas, electric power and light, sewer, waste removal, mechanics liens, repairs and maintenance, and any and all other amounts that may become payable with respect to the property.

19. Flood insurance.

Flood insurance, if available, may be required at any time by Beneficiary.

20. Cumulative rights.

Beneficiary's rights under this Deed of Trust and the note hereby secured are cumulative and not exclusive. Beneficiary may concurrently commence and pursue a Trustee's sale proceeding and a suit for foreclosure as a Mortgage on real estate.

21. Relationship to note.

A default under this Deed of Trust shall be a default under the note secured hereby and a default under said note shall constitute a default under this Deed of Trust. If there are any inconsistencies between the note and this Deed of Trust, then the provisions contained in the addendum shall control and shall supersede the inconsistent provision contained in the Deed of Trust and note. However, they shall, to the extent possible, be construed so as to be consistent. To the extent, if any, that the addendum is inconsistent with the printed form Deed of Trust, this addendum shall control and shall supersede the inconsistent provision in the printed form of the Deed of Trust.

22. Other liens.

A default under any other lien, Mortgage or Deed of Trust against the property, whether senior to or junior to this Deed of Trust shall be deemed to be a default hereunder.

23. Limitation on transfer, etc.

Trustor acknowledges that Beneficiary is relying on Trustor in creating the indebtedness represented by the note, and has done so under a special program to assist certain qualified persons in repairing their homes, and that any transfer of the home in violation of the terms of such program could frustrate the purpose of the sale, and therefore Trustor agrees that so long as there is debt owing on the Promissory Note(s), it will not sell, transfer, encumber, assign, convey, lease or in any other manner dispose of any interest in the property or any part thereof, or turn over the management or operation of the property to any person, firm or corporation without first obtaining the written consent of Beneficiary. Such consent shall not be unreasonably withheld, but must be consistent with terms of the government program under which the property was purchased. Options, warrants, calls, puts and similar arrangements shall be deemed to be sales under this Deed of Trust. Beneficiary, at the time of any sale, transfer, encumbrance, assignment, conveyance, lease or other disposition, may charge a reasonable processing fee. In connection with a proposed transaction, Trustor agrees to furnish Beneficiary with financial statements and other information relating to the proposed transfer, as Beneficiary may request.

Trustor shall also provide such assurances as Beneficiary may request that Trustor will continue to be liable to Beneficiary for the indebtedness secured hereby, notwithstanding any such transfer. Trustor further agrees that, without the written consent of Beneficiary, no lien or encumbrance on the property or, any personal property used in connection with or on the property, security interest under

the uniform commercial code, as now enacted or hereinafter amended, will be created or suffered to be created, and no lease will be entered into with respect to any goods, fixtures, equipment, appliances or articles of personal property now attached to or used or hereafter to be attached to or used in connection with the property. In the event of a breach of this section, Beneficiary may, at its option, declare all sums secured by this Deed of Trust and the note to be immediately due and payable, and may avail itself of any and all remedies provided in this Deed of Trust, at law or in equity, in the event of default. As a condition to consenting to any such transfer, Beneficiary may, if it so elects, require the Trustor and any transferee or any other persons or entities related to the transferee to sign such documents and instruments as Beneficiary shall reasonably require.

24. No encumbrance.

Trustor will not further Mortgage or encumber the property in any way, without prior written consent of Beneficiary.

25. Additional maintenance.

In addition to all other obligation to maintain, preserve and care for the property set forth in the Deed of Trust or imposed by law or equity, Trustor shall maintain the property in a clean and reasonable net condition and shall: 1) remove all debris, salvage, junk cars and trash on, in or around the property; 2) maintain and keep in good state of repair all structures and landscaping on the property; and 3) construct any additions to the property in accord with the requirements of law and obtain prior to any construction any and all licenses, permits, or authorizations required by law. Any violation of this section shall be deemed a default of the note and Deed of Trust.

26. Counsel.

We have been told that this agreement limits or ability to sell the home as we wish and therefore is very important. If we should try to sell the home we could be in breach of this contract. We have been told we should discuss this with our lawyer, tax and other independent advisors. Either we have done so or we understand this agreement and have decided not to talk to our advisors.

**27. Subordination of Lien Position.**

**Beneficiary will allow Trustor to refinance, and thus subordinate its lien position, without invoking the repayment provisions of the Note(s) provided Trustor is refinancing for the purpose of obtaining a lower mortgage interest rate, and not borrowing cash. High interest debt consolidation will also be allowed under the same circumstance only one time.**

28. Notices.

All notices required under this Deed of Trust shall be given to the party entitled to the notice by personal delivery or by certified mail, return receipt requested, addressed to the address of the receiving party set forth in the Deed of Trust (or any new address of which the party giving notice has been notified as set forth in this section 30). Any such notice shall be deemed received on

receipt if delivered, or on deposit in the mails if mailed certified mail. Nevertheless and notwithstanding this, notice of any bona fide offer, as required in section 18 above, shall not be deemed received by Beneficiary until actual physical receipt thereof.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Trustor, [Client]

STATE OF ARIZONA                    )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County and State, do hereby certify that \_\_\_\_\_, personally known or proved to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**PROMISSORY NOTE**  
(Deferred Payment Loan)

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

Property: [address]

1. For value received, the undersigned, [client], (Borrower) hereby promises to pay to Town of Jerome the sum of \_\_\_\_\_ and 00/100 dollars (\$\_\_\_\_\_.00). This note is made on a five (5)-year Deferred Payment with interest at zero percent (0%) per annum, **Twenty percent (20%)** of principal shall be credited against principal on the anniversary date hereof, for each year of owner/occupancy until such time as the full amount of principal has been credited.
2. This Note shall become due and payable upon the occurrence of a proposed sale, conveyance, transfer or placement of a mortgage or deed of trust, whether voluntary or involuntary or by operation of law. TOWN OF JEROME shall have the right to declare the remaining indebtedness, as set forth above, on this note secured by a Deed of Trust naming TOWN OF JEROME as the Beneficiary. Borrower shall notify TOWN OF JEROME upon the occurrence as stated in paragraph (2). Borrower shall mail via certified mail return receipt requested, or deliver notice of the proposed sale, conveyance, transfer, or placement of mortgage or deed of trust and a copy of related documents to TOWN OF JEROME at least 21 (twenty-one) calendar days before the proposed closing date at the following address: **Town of Jerome c/o NACOG, Attn: Tracy Bouvier, 119 E. Aspen Avenue, Flagstaff, AZ 86001.**
3. Borrower may pay all or part of the amount due at any time without premium or penalty.
4. Should legal action be commenced to recover on this Note, Borrower shall pay all reasonable costs associated with said legal action, including attorney's fees.
5. Except as otherwise provided herein, maker and all sureties, endorsers and guarantors of this note waive: (i) demand, presentment for payment, notice of non-payment, protest, notice of protest and any other notice that might otherwise be required; (ii) the filing of suit and diligence in collecting this note; (iii) the release of any party primarily or secondarily liable hereon and any such release shall not release maker or any other surety, endorser, or guarantor who is not expressly released.
6. Failure of the holder of this note to exercise any option hereunder shall not constitute a waiver of the right to exercise the same in the event of any subsequent default, or in the event of continuance of any existing default after demand for strict performance.
7. Nonrecourse Note. A Deed of Trust on the property dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, secures this Note. Payment of this Note may be enforced solely out of the proceeds of the sale of the property.
8. Pursuant to A.R.S. Section 38-511, TOWN OF JEROME may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing,

R



## CHOOSING WHICH DEBTS TO PAY FIRST

Despite the best laid plans, all of us, at some point may be at risk of experiencing financial problems. If you own a home, financial problems could be even more devastating. As a homeowner, you run the risk of falling behind on the monthly mortgage payments, becoming delinquent, and could be faced with losing your home through foreclosure.

Therefore, the following information was prepared to help you deal with a financial crisis and can help you to potentially avoid additional financial difficulties and the threat of foreclosure. In all cases, you will need to act quickly and objectively in order to successfully survive a major financial crisis. Therefore, one of the first steps is to determine if the financial problem is temporary or a long-term financial problem. Once you have made that determination, you need to be prepared to prioritize your debt payments. It is important to note, however, that each individual and/or family is different. Therefore, the order of priority of payment will depend on your particular needs and characteristics.

Use the information below to help you gain a better understanding of debt priorities:

### A. PRIORITIZING DEBTS DURING A CRISIS

It is important to understand that it is not a good idea to incur more (new) debt to pay off old or existing debts. It is important to remember that the creditors to pay first are not necessarily the ones who place the most pressure on you. That is to say, the receipt of phone calls, letters etc., does not necessarily mean that these debts are a high priority. Nevertheless, always open and read all of your mail! Special attention should be given to those creditors who can take quick action against your home, utilities, car, and other needed commodities for your family.

1. Family necessities first - The family's needs may include food, health expenses, and other primary needs, according to the type of family. The most important thing to remember is to reduce these expenses as much as possible.
2. Housing-related bills - The mortgage should be paid as soon as possible. Home insurance and maintenance fees for condominiums should be a high priority payment. Any payment associated with the home shall be considered a high priority, otherwise you may risk losing it. The loss of a house not only means the loss of shelter, but also the potential loss of investment and/or equity. Therefore, making the monthly mortgage payment should be one of the priorities every month.
3. Essential utility service - The utilities are essential to daily life, so they are considered a priority. Ask for information regarding any special discount programs, budget payment helper programs, or energy assistance programs. Reduce your bills by avoiding late charges; changing the type of service that is received; reducing the usage of utilities, and eliminating luxuries that are not vital, such as cable TV service, caller identification, etc.
4. Car loans - If the car is needed to get to work, it is a priority to pay the monthly loan or lease payment. If you have more than one car, serious consideration should be given to eliminating one or more of the payments by selling the vehicle. Try to conserve on gasoline and unnecessary maintenance. You may want to consider buying a used car or a less expensive model. Auto insurance should always be maintained; otherwise the creditor may buy, at your expense, a more expensive type of insurance and/or you may face legal action.

5. Child support debts - Child support may be considered as a primary need, since it is assigned for food, health care, and clothing. In some states, child support debts are criminal actions, punishable by prison sentences.
6. Income tax debts - An income tax return must be filed even if the tax debt cannot be paid on time. Many states provide the opportunity to set up payment plans for income tax debts.
7. Loans without collateral and loans with household goods as collateral - Some loans, such as credit card debt, health care debts, and open accounts with merchants are a low priority because there is no collateral necessary. If the creditor requires a household good to be used as collateral and the loan defaults, generally the household good is not worth being seized because of its low market value. However, the household good may be seized by means of a court process, but because of the expense to do so, the creditor rarely will exercise this option.
8. Student loans are medium priority - Even though the government provides a number of good options for consumers who cannot afford to pay back the student loans, the lender has special rights to collect on these loans. Therefore, these types of loans are considered a medium priority. The government (or loan provider) can seize up to 10% of the wage of the debtor without a court order and can charge up to 43% in collection fees. NOTE: Defaults on student loans may prevent you from buying a home.

**IN ALL CASES, IF YOU EXPERIENCE A FINANCIAL PROBLEM, BE SURE TO FOLLOW THE FOLLOWING TIPS:**

- **Don't wait until it is too late to seek help.** When faced with difficulties, it is easier to put something off than to deal with it. However, seeking help early on, when the problem is still small, will always provide for easier, more manageable solutions.
- **Call the lender/creditor.** Don't be afraid to let your creditor know about your situation. They cannot read your mind, and will always respond better to a consumer who reaches out to them, than to consumers who avoid them.
- **Be prepared to work with the lender/creditor.** Working closely with creditors can oftentimes result in revised payment arrangements or possible restructuring of the debt.
- **Don't make promises that you cannot keep.** Be realistic!
- **Be honest and don't give up.** Being truthful and persistent with your creditors will help to ensure a good relationship and a positive resolution.

**TOWN OF JEROME**  
**HOUSING REHABILITATION PROGRAM**

**Section 1**

**ENVIRONMENTAL REVIEW**

- \_\_\_\_\_ Appendix A (**Date: \_\_\_\_\_\* prior to contractor contract**)
- \_\_\_\_\_ THPO/SHPO letters (if applicable)
- \_\_\_\_\_ Lead based paint results / compliance (if applicable)
- \_\_\_\_\_ Receipt of Pamphlet regarding Lead Based Paint
- \_\_\_\_\_ Notification of approval / non-approval

**CLIENT CONTACT**

- \_\_\_\_\_ Client Correspondence (general)
- \_\_\_\_\_ Contact Log

T

## Section 2

### HOMEOWNER APPLICATION / ELIGIBILITY DOCUMENTS

- \_\_\_\_\_ Application (**Date received:** \_\_\_\_\_; **Updates:** \_\_\_\_\_, \_\_\_\_\_  
\* **w/i 6 mo. of contractor contract**)
- \_\_\_\_\_ Authorization to obtain information/Privacy Act notice
- \_\_\_\_\_ Income documentation / authorization to verify income
- \_\_\_\_\_ Household size (Social Security Cards, ID)
- \_\_\_\_\_ Ranking Sheet
- \_\_\_\_\_ After rehab valuation
- \_\_\_\_\_ Notification of potential eligibility or non-eligibility and Grievance  
Procedure
- \_\_\_\_\_ Income Calculation Worksheet (**Date:** \_\_\_\_\_ **Updates:** \_\_\_\_\_)\*  
**w/i 6 mo. of contractor contract**)
- \_\_\_\_\_ Approval Notification (Homeowner Understanding and Agmt)

### PROPERTY DOCUMENTATION

- \_\_\_\_\_ Photos (before)
- \_\_\_\_\_ Map
- \_\_\_\_\_ Deed / Ownership Documents
- \_\_\_\_\_ Homeowner's insurance coverage
- \_\_\_\_\_ County Assessor tax report
- \_\_\_\_\_ Mortgage statement or Deed of Release
- \_\_\_\_\_ Photos (after)
- \_\_\_\_\_ After Rehab Value documentation
- \_\_\_\_\_ Copy of signed Promissory Note
- \_\_\_\_\_ Copy of recorded Deed of Trust

## Section 3

### CONTRACTOR BID PROCESS

- \_\_\_\_\_ Initial inspection (HQS inspection report)
- \_\_\_\_\_ Cost estimate / Work write-ups (for allowable repairs)
- \_\_\_\_\_ Bid specifications
- bid file Construction procurement documentation (Public Notice, etc.)
- bid file Documentation of bid opening
- bid file Copies of all bids
- \_\_\_\_\_ Copy of low bid
- \_\_\_\_\_ Contractor Certification (\* to be checked upon receipt of bids)
- \_\_\_\_\_ Contractor SAM.gov search (\* to be checked upon receipt of bids)
- \_\_\_\_\_ Arizona ROC verification (\* to be checked upon receipt of bids)  
(Licensed contractor, ROC license check and complaints)
- \_\_\_\_\_ Contractor award notification and notification of non-award
- \_\_\_\_\_ Contractor insurance certificate
- \_\_\_\_\_ Performance and payment bonds (if applicable)
- \_\_\_\_\_ Homeowner selection of alternate contractor (if applicable)

