



GENESEE COUNTY
— M I C H I G A N —

Genesee County
Community & Economic Development Committee
Agenda

Wednesday, January 8, 2025

5:30 PM

Harris Auditorium, 1101 Beach St.

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. [RES-2024-1550](#) Approval of an agreement between Genesee County and New American Funding, LLC, for the purpose of providing down payment assistance to eligible home buyers
2. [RES-2024-1551](#) Approval of an agreement between Genesee County and Preston Home Loans for the purpose of providing down payment assistance to eligible home buyers
3. [RES-2024-1552](#) Approval of an agreement between Genesee County and Staunton Financial Inc. for the purpose of providing down payment assistance to eligible home buyers
4. [RES-2024-1604](#) Approval of a grant award from the C.S. Mott Foundation, in the amount of \$60,000.00, to provide for non-motorized trail analysis

VIII. OTHER BUSINESS

IX. ADJOURNMENT



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1550

Agenda Date: 1/8/2025

Agenda #: 1.

To: Dr. Beverly Brown, Community & Economic Development Committee Chairperson

From: Derek Bradshaw, Director

RE: Approval to enter into agreements with New American Funding, LLC, for the purpose of providing assistance to eligible HOME Program, Neighborhood Stabilization Program (NSP), and Neighborhood Purchase Rehab Resale Program (NPRR) homebuyers

BOARD ACTION REQUESTED:

Staff is requesting approval to enter into agreements with New American Funding, LLC. for the purpose of providing down payment assistance to eligible Home Investment Partnerships, Neighborhood Stabilization Program and Neighborhood Purchase Rehab Resale Program homebuyers. Staff is requesting the agreements be signed by Genesee County Board Chairperson, James Avery, with approval for Derek Bradshaw to sign the mortgage and lien documents.

BACKGROUND:

Genesee County Metropolitan Planning Commission staff works with local lenders to provide down payment financial assistance to qualified home homebuyers. Under the Neighborhood Stabilization Program and Neighborhood Purchase Rehab Resale Program funding, newly rehabilitated homes are sold to eligible households. The HOME Down Payment Assistance (DPA) Program's goal is to assist very low, low-and moderate-income families achieve homeownership. Home DPA provides up to \$10,000 in down payment and closing cost assistance to each eligible homebuyer.

DISCUSSION:

All lending institutions that wish to participate in the Down Payment Assistance programs go through a review process by staff and must have a formal agreement with Genesee County. This ensures that local lenders are aware of, and in compliance with the federal regulations and that Genesee County's assistance program is followed correctly by the lender's underwriters.

IMPACT ON HUMAN RESOURCES:

No impact on Human Resources.

IMPACT ON BUDGET:

HOME, NSP 1&3, NPRR funding is in the current budget.

IMPACT ON FACILITIES:

No impact on facilities.

IMPACT ON TECHNOLOGY:

No impact on technology.

CONFORMITY TO COUNTY PRIORITIES:

This meets Genesee County's priority of healthy, livable & safe communities. This funding would help provide better homeownership opportunities for first time homebuyers in Genesee County.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of Planning to authorize entering into Lender Agreements between Genesee County and New American Funding, LLC, for the purpose of providing down payment assistance to eligible Home Investment Partnerships (HOME), Neighborhood Stabilization Program (NSP), and Neighborhood Purchase Rehab Resale (NPRR) homebuyers, and approving the Director of Planning to sign the homeowner's mortgage and lien documents, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the January 8, 2025 meeting of the Community and Economic Development Committee of this Board), the Chairperson of this Board is authorized to execute the Agreements, and the Director of Planning is authorized to execute the mortgage and lien documents on behalf of Genesee County.

AGREEMENT
FOR
Home Investment Partnerships Program (HOME) Down Payment Assistance

THIS AGREEMENT entered into this _____ day of _____, 2024, between the County of Genesee, A MUNICIPAL CORPORATION, acting by and through its Community Development Program, located at Room 111, County Administration Building, 1101 Beach Street Flint, Michigan 48502-1470, hereinafter referred to as the "County" and **New American Funding, LLC** located at, 14511 Myford Road, Ste 100, Tustin CA 92780 hereinafter, referred to as the "Lender."

WITNESSETH:

WHEREAS, the County has applied for and received funds from the U.S. Department of Housing and Urban Development ("HUD"), under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (the "Act"), and hereby offers financial assistance to eligible homebuyers to acquire affordable homes in accordance with the requirements of Section 24, Code of Federal Regulations (CFR), under Home Investment Partnerships (HOME) Program, as set forth in Parts 91 and 92; and

WHEREAS, the purpose of the County HOME Program is to assist very low, low and moderate income families achieve homeownership; and

WHEREAS, the HOME Program promotes the development and strengthening of partnerships between the County and local financial institutions; and

WHEREAS, the Lender is a primary home mortgage lender, and the County and Lender desire to expand the availability of decent, safe, sanitary and affordable housing for very low, low and moderate income families by coordinating their activities under the methods and procedures set forth herein; and

WHEREAS, the Lender agrees that the terms and conditions set forth herein are a reasonable and appropriate means to assure the use of funds in compliance with the Act, the Authority's General Rules, the provisions of 24 CFR Parts 91 and 92; and

WHEREAS, the above stated objectives of the County HOME Program are consistent with objectives of the Lender, the two parties have therefore, entered into this agreement for the purpose of providing down payment assistance to qualified homebuyers.

NOW, THEREFORE, the County agrees to provide the Lender a maximum of ten thousand dollars (\$10,000) for each eligible homebuyer, for the purposes incorporated herein; and in consideration of the mutual covenants and promises set forth herein, the parties hereto agree as follows:

1. The Lender agrees to implement the HOME Program, more specifically described in Exhibit "A," attached hereto and incorporated herein, subject to limitations set forth therein and terms and conditions set forth in 24 CFR Parts 91 and 92. (Exhibit "B")
2. The Lender agrees to conduct marketing outreach of the HOME Program to low income families; residents and tenants of public housing and manufactured housing and mobile home park tenants; and families receiving assistance from public housing agencies.
3. The Lender agrees to determine eligibility and underwrite the Loan Application Package and shall forward to the County HOME Program and to the potential homebuyer, written notice of loan approval. Also, the Lender agrees to contact Genesee County to determine the availability of funds remaining in the HOME Program prior to final loan approval.
4. The lender agrees to provide certification that all homes to be assisted with HOME Program funds have been inspected by a licensed appraiser. Genesee will complete a certified Housing Quality Standards inspection and certify that the home meets Housing Quality Standards, upon the execution of the purchase agreement and payment of mortgage application fee.
5. The Lender agrees to provide each homebuyer with referrals to HUD approved Housing

Counseling Agencies and to provide the County with referral documentation. (Exhibit "C")

6. The Lender agrees to process, document, and fund Buyer's first mortgage for the Program in all cases where Loan Application Packages have been approved by the Lender, according to all applicable laws, regulations, and Lender policies and procedures.
7. The Lender agrees to assure the signing of a second mortgage/lien in the amount of the HOME assistance, payable to the Genesee County HOME Investment Trust fund by way of the closing agent.
8. The County agrees that the second mortgage shall be subordinate to the mortgage/lien of the Lender.
9. In the event that the home is sold or that the owner ceases using the home as his/her principal residence, the owner understands, pursuant to agreement, that he would be responsible to pay the HOME Program consideration which he received, to the Genesee County HOME Investment Trust Fund. This shall be enforced with the use of a lien.
10. The Lender agrees to submit documents to include: certification of client income; loan application 1003; Closing Disclosure; property appraisal; along with request to the County for payment of the DPA at a minimum of 14 days prior to the loan closing. Upon receipt of all required documentation, the County agrees to prepare a payment and second mortgage documents that will be provided for the loan closing.
11. The County agrees to subsidize an amount up to ten-thousand dollars (\$10,000) per approved mortgage, said sum to be used for down payment; prepaid taxes and insurance; interest rate buy down to qualifying homebuyer; and/or closing costs based on available HOME funds.
12. The County agrees to immediately notify the Lender upon exhaustion of available HOME funds.
13. The County assumes no credit risk for any loan made under the Program and shall not be liable or responsible in any manner for repayment of a loan in the event of a borrower's default on the promissory note with the Lender.
14. The term of this Agreement shall be for three years from the Genesee County Board of Commissioners approval date. This Agreement may be amended, so long as such amendment is in writing and agreed upon by both Genesee County and Lender.
15. This contract may be terminated by the County for reasons of diminution of funds, or any reason related to changing the objectives of the Genesee County Metropolitan Planning Commission, the HOME Program, or the Lender, by giving the other party fourteen (14) days prior notice of the effective date of termination. Further costs and liabilities associated with this Agreement will no longer be incurred on or after that effective date of termination.
16. The Lender shall assure that homebuyer does not exceed 80% of the current Flint and Genesee County median family income, pursuant to 24 CFR Parts 91 and 92.2. (Exhibit "D").
17. This agreement shall be governed by the laws of the State of Michigan.

NEW AMERICAN FUNDING, LLC

GENESEE COUNTY

Date

Date

By: _____
Name:
Title:
New American Funding, LLC

By: _____
Derek Bradshaw
Director
Genesee County Metropolitan Planning
Commission

By: _____
James Avery, Chairperson
Genesee County Board of Commissioners

NOTARY FOR THE COUNTY OF GENESEE

State of Michigan)
§
County of Genesee)

On this _____ day of _____ 2024, before me a Notary Public in and for said County, personally appeared **Derek Bradshaw, Director**, who being by me sworn, did acknowledge and say that he is authorized to sign this agreement.

PRINTED NAME OF NOTARY
Notary Public, State of Michigan
County of Genesee
My Commission Expires:
Date Notarial Act Performed: _____

NOTARY FOR NEW AMERICN FUNDING, LLC

State of _____)
§
County of _____)

On this _____ day of _____ 2024, before me a notary public in and for said County, personally appeared _____ who being by me sworn, did acknowledge and say that he/she is authorized to sign this agreement.

PRINTED NAME OF NOTARY: _____
Notary Public, State of Michigan, County of _____
My Commission Expires: _____
Date Notarial Act Performed: _____

EXHIBIT A

A maximum of ten thousand dollars \$10,000 per approved mortgage, in HOME Program funds may be available to the Lender to assist eligible buyers to purchase eligible homes. Additional funds may be made available upon request by lender and concurrence of County. The criteria are as follows:

1. PROGRAM ELIGIBILITY

Homebuyers eligible for assistance under the Program covered by this Agreement shall:

- Have an annual household income based on household size not to exceed 80% of the current median family income for Genesee County.

2. PROPERTY ELIGIBILITY

Property eligible for assistance under the Program covered by this Agreement shall:

- Be single family housing to include: one to four family residences; condominium units; cooperative units; combination of housing and lots or manufactured housing lots located in Genesee County outside the Cities of Clio, Davison, Flint and the Villages of Lennon and Otter Lake
- Be the principal residence of the homebuyer
- Have a value not to exceed 95% of Genesee County's current median purchase price as established by HUD based on Section 203(b) Single Family Mortgage Limits. (Exhibit "D")
- Meet the Housing Quality Standards as set forth in 24 CFR Part 91 and 92.251
- Pass a lead-based paint visual assessment

3. PROJECT COSTS

The County subsidy may be used for the following eligible costs:

- (1) Acquisition costs - The cost of acquiring single family housing.
- (2) Related soft costs - Reasonable and necessary costs incurred by the homebuyer or participating jurisdiction and associated with the financing of single family housing acquisition and rehabilitation. These costs include, but are not limited to:
 - (i) Costs to process and settle the financing for purchase of a home, such as private lender origination fees, credit report fees, fees for title evidence, fees for recordation and filing of legal documents, attorney fees, and private appraisal fees.
 - (ii) Architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups.
 - (iii) Costs to provide information services, such as fair housing information to prospective homeowners.
 - (iv) Staff and overhead costs directly related to carrying out the project, such as work specifications preparation, loan processing inspections, and other services related to assisting a potential homebuyer (e.g. housing counseling), which may be charged to project costs only if the individual purchases single family housing with HOME assistance.
 - (v) Costs of environmental review and release of funds (in accordance with 24 CFR part 58) that are directly related to the project.
 - (vi) Ineligible costs - HOME funds under this Agreement may not be used for the development costs (hard costs or soft costs) of new construction of housing for rental purpose.

EXHIBIT B

HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) FEDERAL REQUIREMENTS

The Lender hereby assures and certifies compliance with the statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the HOME Investment Partnerships Program (HOME) as implemented pursuant to the regulations contained in 24 CFR Parts 91 and 92. The Genesee County Metropolitan Planning Commission through the Community Development Program, is administering this Program on behalf of the County of Genesee. These certifications and assurances shall include the following:

- A. The Lender shall use HOME Program funds for activities and costs defined as "such" under 24 CFR Part 92.602. (Exhibit "A")
- B. The Lender shall comply with the requirements of Executive Order 11063 24 CFR 107: 24 CFR 1 and 24 CFR 100 relating to Equal Opportunity in Housing, Fair Housing, and pertaining to the Title VI Civil Rights Act of 1964 regarding nondiscrimination in Federal programs.
- C. The Lender shall assure that the value of the property shall not exceed 95% of Genesee County's current Median purchase price as established by HUD based on Section 203(b) Single Family Mortgage Limits and pursuant to 24 CFR Parts 91 and §92.254. (Exhibit "D")
- D. The Lender shall assure that the property purchased is the owner's principal residence pursuant to 24 CFR Parts 91 and §92.254.
- E. The Lender shall provide certification that the property meets the Housing Quality Standard as set forth in 24 CFR Parts 91 and §92.251, pursuant to an inspection by Genesee County.
- F. The Lender shall assure that housing assisted with HOME funds meet affordability requirements contained in 24 CFR §92.254(a) and (c).
- G. The Lender acknowledges and agrees that it shall be subject to the sanctions set forth in HOME Regulations 24 CFR 92, if determined to be applicable by the County.
- H. The Lender shall comply with Conflict of Interest provisions in the procurement of property and services according to 24 CFR §85.36 and OMB Circular 110.
- I. The Lender shall provide certification of a second lien payable to Genesee County HOME Investment Trust.

EXHIBIT C

Exhibit C contains the following information:

Reimbursement Request Form
Lead Based Paint Visual Assessment Form
Genesee County Property Lien
Genesee County Subordination Policy
Deferred Payment Loan Promissory Note
HUD Approved Housing Counseling Agencies

**HOME INVESTMENT PARTNERSHIPS (HOME)
DOWNPAYMENT ASSISTANCE LOAN PROGRAM
REQUEST FOR FUNDS**

HOME Project # (for office use)	_____
Bank Account # (for office use)	_____

Name of Financial Institution:	_____
Address:	_____

Name of Homebuyer:	_____
Property Address:	_____

PAYMENT REQUEST	
Closing Cost:	_____
Down payment Assistance:	_____
Prepays:	_____
TOTAL REQUEST:	_____
Waived Fees:	_____
Origination:	_____

Lender must supply a copy of all required documents with the payment request:

- | | |
|--|---|
| <ul style="list-style-type: none">• Purchase Agreement• Homebuyer Counseling Certificate for 8 hours• Appraisal• Good Faith Estimate• Loan application• Last two years of W-2 tax information | <ul style="list-style-type: none">• Bank/Lender Approval letter• Verification of Employment (a current month of check stubs for employed members of the household)• Verification of income other than employment (child support, SSI, etc.) |
|--|---|

Prepared By:	_____
Date:	_____
Staff Approved:	_____
Date:	_____

Lead Based Paint Visual Assessment Form

Property Address _____

Please circle the correct response:

1.

Was the dwelling unit built before 1978?

Yes No
2.

Has a visual assessment been conducted of all paint surfaces to identify all of the deteriorated paint?

Yes No
3.

Does paint stabilization need to occur?

Yes No
4.

If so, when did the paint stabilization occur? Date: _____

I have identified and inspected all paint surfaces and have not identified any deteriorated paint surfaces in this dwelling unit.

Signature: _____

Date: _____

Section 8 Inspector

I have stabilized all deteriorated paint surfaces in this dwelling unit.

Signature: _____

Date: _____

Lead Based Paint Supervisor

I have completed a clearance test and have determined that the dwelling unit passes inspection

Signature: _____

Date: _____

Certified Inspector\Risk Assessor

**GENESEE COUNTY HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM
PROPERTY MORTGAGE LIEN**

This Mortgage LIEN is in conjunction with a HOME Investment Partnerships Act Down Payment Assistance Program repayable loan made by the Mortgagee for the exclusive purpose of assisting the Mortgagor with down payment and/or closing costs for property as described below.

WITNESSETH BY THIS INDENTURE, made this _____ day of _____, **2024**,

By _____, a _____, _____, Michigan, _____, hereinafter referred to as the Mortgagor, hereby mortgages and warrants to Genesee County, through its Genesee County Metropolitan Planning Commission, Community Development Program, HOME Investment Trust Fund, Room 111, Genesee County Administration Building, 1101 Beach Street, Flint, Michigan 48502-1470, hereinafter referred to as Mortgagee, the following described lands and premises situated in the _____, County of Genesee and State of Michigan, viz:

Tax Parcel No.:

Legal Description:

Commonly known as:

Together with all tenements, hereditaments, and appurtenances now or hereinafter thereunto belonging, to secure the repayment of:

_____ (\$ _____)

with interest of zero percent (0%) per annum, payable according to the following terms of a promissory note of even date; and the Mortgagor further covenants:

- (1) The Genesee County HOME Investment Partnerships Act Down Payment Assistance Program will require an affordability period of 5 years beginning with the date of the Agreement.
- (2) That Mortgagor(s) will not sell, transfer, rent or otherwise alienate the above-described premises for a period of five (5) years from the date hereof. If Mortgagor(s) sells, transfers, rents or otherwise alienates the said premises, Mortgagor(s) shall be in default of this Mortgage and Loan Agreement and the full amount shall be due to Mortgagee.
- (3) In cases where the Mortgagor (Homebuyer) violates the terms and conditions of the mortgage and/or note, (e.g.) uses the property for rental purposes or the property is no longer the Mortgagor(s) principal residence, the entire amount of HOME financial assistance shall be due. In cases where the aforesaid property is foreclosed upon, the net proceeds, if any, from the foreclosure sale will be recaptured and deposited into the HOME Investment Trust Fund. The Mortgagee shall forgive and release Mortgagor from payment five (5) years from the date hereof.
- (4) Where net proceeds of the sale are insufficient for the Mortgagor (Homebuyer) to repay the full amount of this lien and the Homebuyers capital investments, the amount of funds to be recaptured will be based on the following:
 - i) If the sum of these investments plus the amount due the Mortgagee equals or is less than the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first, with full remainder being paid to the Mortgagee.
 - ii) If the sum of these investments plus the amount due the Mortgagee exceeds the net proceeds of funds remaining to be paid back to the Mortgagee after payment of the first mortgage, the remainder will be paid back to the Mortgagee. The amount would be considered payment in full.
 - iii) If the sum of the investments plus the amount due the Mortgagee exceeds the net proceeds of sale, then the Homebuyer would be allowed to recover his or her investment in the property first. If there are no funds remaining to be paid back to the Mortgagee after payment of the first mortgage, such an amount would be considered payment in full.
 - iv) In all other cases, where the property's net proceeds either exceed the County's initial HOME investment, or where the title to the property is during the affordability period, Genesee County will require immediate payment of the lien note as a condition for release of any lien placed on the property.
- (5) Mortgagee acknowledges that there is a lien prior to this Property Lien. Genesee County Metropolitan Planning Commission, Community Development Program, acting in accordance with policies established by the Genesee County Board of Commissioners, is prohibited from subordinating its lien on a property assisted with Genesee County HOME Program down payment assistance, when that subordination will result in a situation where the total debt attached to the property exceeds 80% of that property's appraised value. (Attachment "a")
- (6) Mortgagor (Homebuyer) acknowledges that if he/she/they wish(es) to refinance the aforesaid property within the required period of affordability, the Mortgagor (Homebuyer) may do so if the refinance is for the sole purpose of reducing the mortgage interest rate, and not for obtaining property home equity proceeds through the refinance transaction. In the event that the County is asked to take an action on the disposition of this lien for any reason other than the original agreement, documentation shall be delivered by the Mortgagor (Homebuyer) to Genesee County Metropolitan Planning Commission, Community Development Program, requesting approval of the action. (Attachment "b").

SIGNED AND DELIVERED by the Mortgagor(s) to Mortgagee on the day and year first above written.

GENESEE COUNTY
DEREK BRADSHAW, DIRECTOR
GENESEE COUNTY METROPOLITAN PLANNING
COMMISSION

PRINTED NAME OF NOTARY _____
 Notary Public, State of Michigan, County of Genesee
 My Commission Expires: _____
 Date Notarial Act Performed: _____

PRINTED NAME OF NOTARY
Notary Public, State of Michigan
County of Genesee
My Commission Expires:
Date Notarial Act Performed: _____

14

Attachment "a"

ACKNOWLEDGEMENT
SUBORDINATION POLICY
Genesee County
HOME Investment Partnerships Program (HOME)

The Genesee County Metropolitan Planning Commission, Community Development Program, acting in accordance with policies established by the Genesee County Board of Commissioners, is prohibited from subordinating its lien on a property assisted with Genesee County HOME Program - Homebuyer Assistance funding, when that subordination will result in a situation where the total debt attached to the property exceeds 80% of that property's appraised value.

I fully understand and abide by all the provisions of this policy and acknowledge that these stated requirements were fully explained to me by the mortgage processor at the appointed time of closing.

Homebuyer Signature: _____

Mortgage Processor Signature: _____

Date: _____

Attachment "b"

In the event that the County is asked to take an action on the disposition of a HOME Investment Partnerships Program (HOME) lien for any reason other than the original agreement, then the following shall be delivered to the Genesee County Community Development Office:

<p style="text-align: center;">A written request from the Mortgagor (Homebuyer), including an explanation why the action requested is both necessary and reasonable.</p>

Documentation supporting the request must include:

- *A current title search (with taxes)
- *A current formal property appraisal
- *A summary statement of all outstanding indebtedness against the property
- *A copy of the subject purchase agreement, loan application, or mortgage commitment.

NOTE: **The total proposed indebtedness, including the mortgage/lien held by Genesee County, cannot exceed 80% of the appraised value. Cash out is not allowed. Genesee County will not subordinate in reverse mortgage transactions.**

Upon receipt of the above, a recommendation and request for action will be presented to the Director-Coordinator of the Genesee County Metropolitan Planning Commission. Please allow two weeks for processing.

If approved, there will be a \$50.00 processing fee to be paid upon pick up of the subordination document.

Should you have any questions regarding this memorandum, please contact Anthony Kelly at (810) 257-3010.

**GENESEE COUNTY
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)
DOWN PAYMENT ASSISTANCE (DPA) PROGRAM
DEFERRED PAYMENT LOAN PROMISSORY NOTE**

Homeowner: _____

Address: _____

Amount: _____

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of Genesee County, through its HOME Investment Trust Fund (hereinafter called the County) or its successors the sum of:

_____ (\$ _____)

It is agreed and understood by the undersigned and the County that repayment of this loan is deferred while the undersigned remains the owner (in fee simple or as purchaser under land contract) and resides at the above property for a five (5) year period following the date of this agreement. Transfer of the ownership interest or cessation of residency by moving from the property within the five (5) years following this agreement, shall constitute a default of the deferment agreement and cause the full amount as prescribed below, to become due and payable. Failure of the County to exercise this option shall not constitute a waiver of the default.

Loan Amount: _____

IN THE EVENT the undersigned defaults in any of the terms of this Note, the principal amount of the Note shall become due and payable. The County, at its option, may prepare an alternative promissory note requiring monthly payments of principal under such conditions as it deems best.

The undersigned shall have the right to reject the alternative Note by paying the principal amount of this Note within 30 days of the default. Failure of the undersigned to pay the principal amount of this Note or to execute an alternative Note within 30 days of the default shall constitute a breach of this Note and the County may proceed to suit to recover on this Note.

IN THE EVENT of defaults in any of the terms of this grant agreement, the undersigned may also be required to pay costs of collection expenses, if any, including attorney's fees and legal expenses.

THIS NOTE is secured by a Mortgage Lien duly filed for record with the Register of Deeds, Genesee County, Michigan.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned as of this _____ day of _____, **2024**.

MORTGAGOR:

GENESEE COUNTY
DEREK BRADSHAW, DIRECTOR
GENESEE COUNTY METROPOLITAN PLANNING
COMMISSION

MORTGAGOR:

STATE OF MICHIGAN)
COUNTY OF GENESEE)

PRINTED NAME OF NOTARY
Notary Public, State of Michigan
County of Genesee
My Commission Expires:
Date Notarial Act Performed: _____

STATE OF MICHIGAN)
COUNTY OF GENESEE)

Notary Public, State of Michigan, County of Genesee
My Commission Expires: _____
Date Notarial Act Performed: _____

HUD Approved Housing Counseling Agencies in Genesee County, Michigan

Seniors seeking Home Equity Conversion Mortgage (HECM) counseling can contact the AARP Foundation Network of Expert HECM Counselors at: 1-800-209-8085.

GREENPATH DEBT SOLUTIONS

2222 S. Linden Rd. Ste. D

Flint, MI 48532

Toll-Free: (888) 860-4167

Website: www.greenpath.com

Type of Counseling:

- Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Rental Housing Counseling
- Services for Homeless Counseling

Affiliate of GREENPATH, INC.

METRO COMMUNITY DEVELOPMENT, INC.

1174 Robert T Longway Blvd,

Flint, MI 48503

Phone: (810) 767-4622

Website: www.metro-community.org

Type of Counseling:

- Fair Housing Pre-Purchase Education Workshops
- Financial, Budgeting and Credit Repair Workshops
- Home Improvement and Rehabilitation Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Pre-Purchase Counseling
- Pre-Purchase Homebuyer Education Workshops
- Resolving/Preventing Mortgage Delinquency Workshops
- Services for Homeless Counseling

Affiliate of: HOUSING PARTNERSHIP NETWORK

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

735 E. Michigan Ave.

Lansing, MI 48909

Phone: (517) 373-6840

E-mail: MSHDA-Home-Ownership-PF@michigan.gov

Website: www.michigan.gov/mshda

Type of Counseling:

- Fair Housing Pre-Purchase Education Workshops
- Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-Purchase Counseling
- Pre-Purchase Homebuyer Education Workshops
- Predatory Lending Education Workshops

GENESEE COUNTY HABITAT FOR HUMANITY

101 Burtons St,

Flint, MI 48503

Phone: (810) 766-9089

Website: www.geneseehabitat.org

Type of Counseling:

- Pre-Purchase Counseling
- Pre-Purchase Homebuyer Education Workshops
- Fair Housing Pre-Purchase Education Workshops

EXHIBIT D

Exhibit D contains the following information:

Income Chart (as example only, income limits may change)
Maximum Purchase Price Limits

FY 2024 MEDIAN FAMILY INCOME FOR FLINT AND GENESEE COUNTY -- \$78,300

MAXIMUM INCOME LIMITS

Household Size	30% Extremely Low Income	50% Very Low Income	60% Low Income	80% Moderate Income
One Person	\$16,750	\$27,900	\$33,480	\$44,600
Two Person	\$20,440	\$31,850	\$38,220	\$51,000
Three Person	\$25,820	\$35,850	\$43,020	\$57,350
Four Person	\$31,200	\$39,800	\$47,760	\$63,700
Five Person	\$36,580	\$43,000	\$51,600	\$68,800
Six Person	\$41,960	\$46,200	\$55,440	\$73,900
Seven Person	\$47,340	\$49,400	\$59,280	\$79,000
Eight Person	\$52,550	\$52,550	\$63,060	\$84,100

Released by HUD 5.01.24

FHA Mortgage Limits - Genesee County, Michigan

The following table is an Example of Current FHA Mortgage Limits for Genesee County, Michigan and is provided only as an example. Mortgage limits are constantly updated. Please refer to HUD's website for current FHA Mortgage Limits.

MSA Name	County Name	State	One-Family	Two-Family	Three-Family	Four-Family	Median Sale Price	Last Revised	Limit Year
FLINT, MI	GENESEE	MI	\$498,257	\$637,950	\$771,125	\$958,350	\$155,000	01/01/2024	CY2024

AGREEMENT
FOR
Neighborhood Stabilization Program 1 and 3 (NSP1 and NSP3) and Neighborhood Purchase
Rehab Resale Program (NPRR) Participating Lender Down Payment and Gap Financing
Assistance

THIS AGREEMENT entered into this _____ day of _____, 2024, between the County of Genesee, A MUNICIPAL CORPORATION, acting by and through its Community Development Program, located at Room 111, County Administration Building, 1101 Beach Street Flint, Michigan 48502-1470, hereinafter referred to as the "County" and **New American Funding, LLC** located at, 14511 Myford Road, Ste 100, Tustin CA 92780 hereinafter, referred to as the "Lender."

WITNESSETH:

WHEREAS, the County was awarded funds from the U.S. Department of Housing and Urban Development (HUD), under Title III of Division B of the Housing and Economic Recovery Act of 2008 and under Section 2301 (b) of the Housing and Economic Recovery Act of 2008, as amended, and an additional allocation of funds provided under Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 for additional assistance in accordance with the second undesignated paragraph under the heading 'Community Planning and Development – Community Development Fund' in Title XII of Division A of the American Recovery and Reinvestment Act of 2009, as amended (together the "Acts"), and hereby offers financial assistance to eligible homebuyers to acquire Genesee County Neighborhood Stabilization Program or Neighborhood Purchase Rehab Resale Program assisted homes in accordance with the requirements of the HOME Investment Partnerships (HOME) Program Section 24, Code of Federal Regulations (CFR), as set forth in Parts 91 and 92; and Community Development Block Grant program and

WHEREAS, GCMPC has submitted an amendment to the Genesee County 2008 Annual Action Plan to the Department of Housing and Urban Development for funding under the NSP1; and

WHEREAS, GCMPC has submitted an amendment to the Genesee County 2010 Annual Action Plan to the Department of Housing and Urban Development for funding under the NSP3. GCMPC will act as the administrator of the Genesee County NSP/NPRR funding; and

WHEREAS GCMPC has submitted the NPRR program to the Department of Housing and Urban Development for funding under the Community Development Block Grant program as part of the annual action plan; and

WHEREAS, the NSP/NPRR assists very low, low, moderate and/or middle income households achieve homeownership;

WHEREAS, the Lender is a primary home mortgage lender, and the County and Lender desire to expand the availability of decent, safe, sanitary and affordable housing for very low, low, moderate and middle income families by coordinating their activities under the methods and procedures set forth herein; and

WHEREAS, the Lender agrees that the terms and conditions set forth herein are a reasonable and appropriate means to assure the use of funds in compliance with the Acts, the Authority's General Rules, the provisions of the HOME Program, of 24 CFR Parts 91 and 92; and

WHEREAS, the above stated objectives of the County NSP/NPRR are consistent with objectives of the Lender, the two parties have therefore, entered into this agreement for the purpose of providing down payment and closing cost assistance to qualified homebuyers.

NOW, THEREFORE, the County agrees to provide the Lender a maximum of ten thousand dollars (\$10,000) for each eligible very low, low, moderate and middle income homebuyer, and/or up to \$25,000 in gap financing for eligible homebuyers for the purposes incorporated herein; and in consideration of the mutual covenants and promises set forth herein, the parties hereto agree as follows:

1. The Lender agrees to implement the NSP/NPRR, more specifically described in Exhibit A, attached hereto and incorporated herein, subject to limitations set forth therein and terms and conditions set forth in 24 CFR Parts 91 and 92. (Exhibit B)

2. The Lender agrees to conduct marketing outreach of the NSP/NPRR to low-income families; residents and tenants of public housing and manufactured housing and mobile home park tenants; and families receiving assistance from public housing agencies.
3. The Lender agrees to determine program and income eligibility and underwrite the Loan Application Package and shall forward to the County NSP/NPRR and to the potential homebuyer, written notice of loan approval.
4. The Lender agrees to provide certification that all homes to be assisted with NSP/NPRR funds have been inspected by a licensed appraiser prior to the execution of the purchase agreement and payment of mortgage application fee.
5. The Lender agrees to provide each homebuyer with referrals to HUD approved Housing Counseling Agencies and to provide the County with referral documentation. (Exhibit C)
6. The Lender agrees to process, document, and fund Buyer's mortgages for the Program in all cases where Loan Application Packages have been approved by the Lender, according to all applicable laws, regulations, and Lender policies and procedures.
7. The Lender agrees to assure the signing of a second, and where gap financing is provided a third, mortgage/lien and a promissory note in the amount of the NSP/NPRR assistance, payable to the Genesee County Community Development Program. (Exhibit C)
8. The County agrees that the second, and where applicable third, mortgage shall be subordinate to the mortgage/lien of the Lender.
9. In the event that the home is sold or that the owner ceases using the home as his/her principal residence, the owner understands, pursuant to agreement, that he would be responsible to pay the NSP/NPRR consideration which he received, to the Genesee County Community Development Program. This shall be enforced with the use of a 15 year forgivable lien.
10. The Lender agrees to submit documents to include: certification of client income, property appraisal and funding request form. Upon receipt of all required documentation, the County agrees to prepare an approval letter stating the homebuyer is eligible for assistance. (Exhibit C)
11. The County agrees to subsidize an amount up to ten-thousand dollars (\$10,000) for each eligible very low, low, moderate and middle income household, per approved mortgage in NSP/NPRR down payment and closing cost assistance. Said sum to be used for up to 50% of the required down payment; prepaid taxes and insurance; interest rate buy down to qualifying homebuyer; and/or closing costs based on available NSP/NPRR funds. The County agrees to subsidize an amount up to twenty-five thousand dollars (\$25,000) for each eligible very low, low, moderate and middle income household per approved mortgage. Said sum to be used to provide financing to assist households which may not qualify for a loan amount which will allow the household to purchase a NSP/NPRR assisted home. Exact amounts of subsidy will be determined by the County.
12. The Lender acknowledges and agrees to witness the homebuyer's signature on Genesee County's Subordination Policy. (Exhibit C)
13. The County agrees to immediately notify the Lender upon exhaustion of available NSP/NPRR funds.
14. The County assumes no credit risk for any loan made under the Program and shall not be liable or responsible in any manner for repayment of a loan in the event of a borrower's default on the promissory note with the Lender.
15. The term of this Agreement shall be for three years from the Genesee County Board of Commissioners approval date. This Agreement may be amended, so long as such amendment is in writing and agreed upon by both Genesee County and Lender.
16. This contract may be terminated by the County for reasons of diminution of funds, or any reason related to changing the objectives of the Genesee County Metropolitan Planning Commission, the NSP/NPRR, or the Lender, by giving the other party fourteen (14) days prior notice of the effective date of termination. Further costs and liabilities associated with this Agreement will no longer be incurred on or after that effective date of termination.

17. The Lender shall assure that homebuyer does not exceed 120% of the current Flint and Genesee County median family income for NSP and 80% for NPRR. (Exhibit D)
18. The Lender acknowledges and agrees to the FHA Mortgage Limits. (Exhibit D)
19. This agreement shall be governed by the laws of the State of Michigan.

[SIGNATURE PAGE FOLLOWS]

NEW AMERICAN FUNDING, LLC

GENESEE COUNTY

Date

Date

By: _____
Name:
Title:
New American Funding, LLC

By: _____
Derek Bradshaw
Director
Genesee County Metropolitan Planning
Commission

By: _____
James Avery, Chairperson
Genesee County Board of Commissioners

NOTARY FOR THE COUNTY OF GENESEE

State of Michigan)
§
County of Genesee)

On this _____ day of _____ 2024, before me a Notary Public in and for said County, personally appeared **Derek Bradshaw, Director**, who being by me sworn, did acknowledge and say that he is authorized to sign this agreement.

PRINTED NAME OF NOTARY
Notary Public, State of Michigan
County of Genesee
My Commission Expires:
Date Notarial Act Performed: _____

NOTARY FOR NEW AMERICAN FUNDING, LLC

State of _____)
§
County of _____)

On this _____ day of _____ 2024, before me a notary public in and for said County, personally appeared _____ who being by me sworn, did acknowledge and say that he/she is authorized to sign this agreement.

PRINTED NAME OF NOTARY: _____
Notary Public, State of Michigan, County of _____
My Commission Expires: _____
Date Notarial Act Performed: _____

EXHIBIT A

A maximum of ten thousand dollars (\$10,000) per approved mortgage for each eligible very-low low-, moderate- and middle-income household, in NSP/NPRR funds may be available to the Lender to assist eligible buyers to purchase eligible homes. Additional funds may be made available upon request by lender and concurrence of County. The criteria are as follows:

1. PROGRAM ELIGIBILITY

Homebuyers eligible for assistance under the Program covered by this Agreement shall:

- Have an annual household income based on household size not to exceed 120% of the current median family income for Genesee County.

2. PROPERTY ELIGIBILITY

Property eligible for assistance under the Program covered by this Agreement shall:

- Have been, or will be, rehabilitated using Genesee County NSP/NPRR funds.
- Be the principal residence of the homebuyer.
- Meet the Housing Quality Standards as set forth in 24 CFR Part 91 and 92.251

3. PROJECT COSTS

The County subsidy may be used for the following eligible costs:

- (1) Acquisition costs - The cost of acquiring single family housing.
- (2) Related soft costs - Reasonable and necessary costs incurred by the homebuyer and associated with the financing of single family housing acquisition and rehabilitation. These costs include, but not limited to:
 - (i) Costs to process and settle the financing for purchase of a home, such as private lender origination fees, credit report fees, fees for title evidence, fees for recordation and filing of legal documents, attorney fees, and private appraisal fees.
 - (ii) Ineligible costs – NSP/NPRR funds under this Agreement may not be used for the development costs (hard costs or soft costs) of new construction of housing for rental purpose.

EXHIBIT B

NEIGHBORHOOD STABILIZATION PROGRAM & NEIGHBORHOOD PURCHASE REHAB RESALE PROGRAM FEDERAL REQUIREMENTS

The Lender hereby assures and certifies compliance with the statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the NSP/NPRR as implemented pursuant to the HOME regulations contained in 24 CFR Parts 91 and 92. The Genesee County Metropolitan Planning Commission through the Community Development Program, is administering this Program on behalf of the County of Genesee. These certifications and assurances shall include the following:

- A. The Lender shall use NSP/NPRR funds for activities and costs defined as "such" under 24 CFR Part 92.602. (Exhibit A)
- B. The Lender shall comply with the requirements of Executive Order 11063 24 CFR 107: 24 CFR 1 and 24 CFR 100 relating to Equal Opportunity in Housing, Fair Housing, and pertaining to the Title VI Civil Rights Act of 1964 regarding nondiscrimination in Federal programs.
- C. The Lender shall assure that the property purchased is the owner's principal residence pursuant to 24 CFR Parts 91 and §92.254.
- D. The Lender shall assure that housing assisted with NSP/NPRR funds meet affordability requirements contained in 24 CFR §92.254(a) and (c).
- E. The Lender acknowledges and agrees that it shall be subject to the sanctions set forth in NSP/NPRR Regulations 24 CFR 92, if determined to be applicable by the County.
- F. The Lender shall comply with Conflict of Interest provisions in the procurement of property and services according to 24 CFR §85.36 and OMB Circular 110.
- G. The Lender shall provide certification of a second lien payable to Genesee County Community Development Program.

EXHIBIT C

Exhibit C contains the following information:

HUD Approved Housing Counseling Agencies
Genesee County NSP/NPRR Down Payment/Closing Cost Assistance Property Mortgage Lien
NSP/NPRR Deferred Payment Loan Promissory Note
Genesee County NSP/NPRR Gap Financing Lien
Genesee County NSP/NPRR Lender Checklist
Request for Funding Form
Genesee County Subordination Policy

HUD Approved Housing Counseling Agencies in Genesee County, Michigan

GREENPATH DEBT SOLUTIONS

2222 S. Linden Rd. Ste. D

Flint, MI 48532

Toll-Free: (888) 860-4167

Website: www.greenpath.com

Type of Counseling:

- Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Rental Housing Counseling
- Services for Homeless Counseling

Affiliate of GREENPATH, INC.

METRO COMMUNITY DEVELOPMENT, INC.

1174 Robert T Longway Blvd,

Flint, MI 48503

Phone: (810) 767-4622

Website: www.metro-community.org

Type of Counseling:

- Fair Housing Pre-Purchase Education Workshops
- Financial, Budgeting and Credit Repair Workshops
- Home Improvement and Rehabilitation Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Pre-Purchase Counseling
- Pre-Purchase Homebuyer Education Workshops
- Resolving/Preventing Mortgage Delinquency Workshops
- Services for Homeless Counseling

Affiliate of: HOUSING PARTNERSHIP NETWORK

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

735 E. Michigan Ave.

Lansing, MI 48909

Phone: (517) 373-6840

E-mail: MSHDA-Home-Ownership-PF@michigan.gov

Website: www.michigan.gov/mshda

Type of Counseling:

- Fair Housing Pre-Purchase Education Workshops
- Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-Purchase Counseling
- Pre-Purchase Homebuyer Education Workshops
- Predatory Lending Education Workshops

GENESEE COUNTY HABITAT FOR HUMANITY

101 Burtons St,

Flint, MI 48503

Phone: (810) 766-9089

Website: www.geneseehabitat.org

Type of Counseling:

- Pre-Purchase Counseling
- Pre-Purchase Homebuyer Education Workshops
- Fair Housing Pre-Purchase Education Workshops

**GENESEE COUNTY NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
& NEIGHBORHOOD PURCHASE REHAB RSALE PROGRAM (NPRR)
DOWN PAYMENT/CLOSING COST PROPERTY MORTGAGE LIEN**

This Mortgage LIEN is in conjunction with a Neighborhood Stabilization Program or Neighborhood Purchase Rehab Resale Program repayable loan made by the Mortgagee for the exclusive purpose of assisting the Mortgagor with down payment and/or closing costs for property as described below.

WITNESSETH BY THIS INDENTURE, made this XX^{XX} day of XXXXXXXXXXXX, 2024,

by XXXXXXXXXXXX, a XXXXXXXXXXXX, hereinafter referred to as the Mortgagor, hereby mortgages and warrants to Genesee County, through its Genesee County Metropolitan Planning Commission, Community Development Program, Room 111, Genesee County Administration Building, 1101 Beach Street, Flint, Michigan 48502-1470, hereinafter referred to as Mortgagee, the following described lands and premises situated in the XXXXXXXXXXXX, County of Genesee and State of Michigan, viz:

Tax Parcel No.: XX-XX-XXX-XXX

Legal Description: XX

Commonly known as: XXXX XXXXXXXXXXXXXXXXXXXX, XXXXXXXXXXXX, MI XXXXX

Together with all tenements, hereditaments, and appurtenances now or hereinafter thereunto belonging, to secure the repayment of:

XXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX Dollars and XXXXX cents (\$X,XXX.XX)

with interest of zero percent (0%) per annum, payable according to the following terms of a promissory note of even date; and the Mortgagor further covenants:

- (1) The Genesee County Neighborhood Stabilization Program and Neighborhood Purchase Rehab Resale Program require an affordability period of 15 years beginning with the date of this Agreement. The amount funded under the mortgage and note will be forgiven at the end of fifteen years provided the Mortgagor (homebuyer) has owned and occupied the house throughout the fifteen-year period. The amount of funds to be forgiven will be based on the following:

First five years.....0% forgiven

Sixth Year through fifteenth year.....10% forgiven on an annual basis
- (2) The amount of the loan to be repaid, based upon the above terms, will be recaptured if the Mortgagor sells the aforesaid property within the required period of affordability or discontinues use of the premises as Mortgagor(s) (Homebuyer) principal place of residence.
- (3) In cases where the Mortgagor (Homebuyer) violates the terms and conditions of the mortgage and/or note, (e.g.) uses the property for rental purposes or the property is no longer the Mortgagor(s) principal residence, the entire amount of Neighborhood Stabilization Program or Neighborhood Purchase Rehab Resale Program financial assistance shall be due. In cases where the aforesaid property is foreclosed upon, the net proceeds, if any, from the foreclosure sale will be recaptured and deposited in the Community Development Program.
- (4) Where net proceeds of the sale are insufficient for the Mortgagor (Homebuyer) to repay the full amount of this lien and the Homebuyers capital investments, the amount of funds to be recaptured will be based on the following:

i) If the sum of these investments plus the amount due the Mortgagee equals or is less than the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first, with full remainder being paid to the Mortgagee.

ii) If the sum of these investments plus the amount due the Mortgagee exceeds the net proceeds of funds remaining to be paid back to the Mortgagee after payment of the first mortgage, the remainder will be paid back to the Mortgagee. The amount would be considered payment in full.

iii) If the sum of the investments plus the amount due the Mortgagee exceeds the net proceeds of sale, then the Homebuyer would be allowed to recover his or her investment in the property first. If there are no funds remaining to be paid back to the Mortgagee after payment of the first mortgage, such an amount would be considered payment in full.

iv) In all other cases, where the property's net proceeds either exceed the County's initial Neighborhood Stabilization Program or Neighborhood Purchase Rehab Resale Program investment, or where the title to the property is during the affordability period, Genesee County will require immediate payment of the lien note as a condition for release of any lien placed on the property.
- (5) Mortgagee acknowledges that there is a lien prior to this Property Lien. Genesee County Metropolitan Planning Commission, Community Development Program, acting in accordance with policies established by the Genesee County Board of Commissioners, is prohibited from subordinating its lien on a property assisted with Genesee County Neighborhood Stabilization Program or Neighborhood Rehab and Resale Program down payment assistance, when that subordination will result in a situation where the total debt attached to the property exceeds 80% of that property's appraised value. (Attachment "a")
- (6) Mortgagor (Homebuyer) acknowledges that if he/she/they wish(es) to refinance the aforesaid property within the required period of affordability, the Mortgagor (Homebuyer) may do so if the refinance is for the sole purpose of reducing the mortgage interest rate, and not for obtaining property home equity proceeds through the refinance transaction. In the event that the County is asked to take an action on the disposition of this lien for any reason other than the original agreement, documentation shall be delivered by the Mortgagor (Homebuyer) to Genesee County Metropolitan Planning Commission, Community Development Program, requesting approval of the action. (Attachment "b").
- (7) This lien is junior to the mortgage lien of

The covenants herein shall bind, and the benefits and advantages inure to, the respective heirs, assigns, and successors of the parties.

MORTGAGOR: XXXXXX XXXXXXXX

GENESEE COUNTY
DEREK BRADSHAW, DIRECTOR
GENESEE COUNTY METROPOLITAN PLANNING
COMMISSION

MORTGAGOR:

State of Michigan)
County of Genesee) ss

On this XX day of XXXXXXXX, 2024, before me a Notary Public in and for said County, personally appeared **Derek Bradshaw** who being by me sworn, did acknowledge and say that he is the **Director** of the Genesee County Metropolitan Planning Commission and that he is authorized to sign this agreement.

PRINTED NAME OF NOTARY
Notary Public, State of Michigan
County of Genesee
My Commission Expires:
Date Notarial Act Performed: _____

State of Michigan)
County of Genesee) ss

On this XX day of XXXXXXXXXX 2024, before me a Notary Public in and for said County, personally appeared

_____ who being by me sworn, did acknowledge and say that he/she is authorized to sign this agreement.

PRINTED NAME OF NOTARY _____
 Notary Public, State of Michigan, County of Genesee
 My Commission Expires: _____
 Date Notarial Act Performed: _____

**Prepared by and return to:
Genesee County Metropolitan Planning Commission
Community Development Program
1101 Beach Street, Room 111
Flint, Michigan 48502-1470**

**GENESEE COUNTY
NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
& NEIGHBORHOOD REHAB RESALE PROGRAM (NPRR)**

DEFERRED PAYMENT LOAN PROMISSORY NOTE

Homeowner:

Address:

Amount:

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of Genesee County, through its Neighborhood Stabilization Program or Neighborhood Purchase Rehab Resale Program Trust Fund (hereinafter called the County) or its successors the sum of

(_____).

It is agreed and understood by the undersigned and the County that repayment of this loan is deferred while the undersigned remains the owner (in fee simple or as purchaser under land contract) and resides at the above property. Transfer of the ownership interest or cessation of residency by moving from the property, shall constitute a default of the deferment agreement and cause the full amount as prescribed below, to become due and payable. Failure of the County to exercise this option shall not constitute a waiver of the default.

Loan Amount: \$_____

The amount of funds to be forgiven will be based on the following:

First five years.....0% forgiven
Sixth Year through fifteenth year.....10% forgiven on an annual basis

IN THE EVENT the undersigned defaults in any of the terms of this Note, the principal amount of the Note shall become due and payable. The County, at its option, may prepare an alternative promissory note requiring monthly payments of principal under such conditions as it deems best.

The undersigned shall have the right to reject the alternative Note by paying the principal amount of this Note within 30 days of the default. Failure of the undersigned to pay the principal amount of this Note or to execute an alternative Note within 30 days of the default shall constitute a breach of this Note and the County may proceed to suit to recover on this Note.

IN THE EVENT of defaults in any of the terms of this grant agreement, the undersigned may also be required to pay costs of collection expenses, if any, including attorney's fees and legal expenses.

THIS NOTE is secured by a Mortgage Lien duly filed for record with the Register of Deeds, Genesee County, Michigan.

[SIGNATURE PAGE FOLLOWS]

_____ day of _____, 2024.

GENESEE COUNTY
DEREK BRADSHAW, DIRECTOR
GENESEE COUNTY METROPOLITAN PLANNING
COMMISSION

NOTARY FOR GENESEE COUNTY

On this _____ day of _____, 2024, before me, a Notary Public in and for said County, personally appeared _____, known to me to be the person(s) described in and who executed the within Mortgage, and then acknowledged the execution thereof to be their own free act and deed.

Notary Public, State of Michigan, County of Genesee
My Commission Expires: _____
Date Notarial Act Performed: _____

STATE OF MICHIGAN))SS
COUNTY OF GENESEE)

On this _____ day of _____, 2024, before me, a Notary Public in and for said County, personally appeared _____, known to me to be the person(s) described in and who executed the within Mortgage, and then acknowledged the execution thereof to be their own free act and deed.

Notary Public, State of Michigan, County of Genesee
My Commission Expires: _____
Date Notarial Act Performed: _____

**GENESEE COUNTY NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
& NEIGHBORHOOD PURCHASE REHAB RESALE PROGRAM (NPRR)
GAP FINANCING PROPERTY MORTGAGE LIEN**

This LIEN evidences a Neighborhood Stabilization Program (NSP) or Neighborhood Purchase Rehab Resale Program (NPRR) repayable loan made by the Mortgagee for the exclusive purpose of assisting the Mortgagor(s) with Gap Financing for the property as described below.

THIS INDENTURE, made this ____ day of _____, 2024

WITNESSETH _____, a _____, whose address is _____, hereinafter referred to as the Mortgagor, hereby mortgages and warrants to Genesee County, 1101 Beach St., Room 111, Flint, MI 48502, hereinafter referred to as Mortgagee, the following described lands and premises situated in the _____, County of Genesee and State of Michigan, viz:

Tax Parcel No: _____

Legal description: _____

Commonly known as: _____

together with all tenements, hereditaments, and appurtenances now and hereinafter thereunto belonging to secure the repayment of:

_____ dollars and _____ cents (\$_____.),

interest of zero percent (0%) per annum, payable according to the terms of a promissory note of even date hereof; and the Mortgagor further covenants:

- (1) Per Genesee County Metropolitan Planning Commission NSP and NPRR Program Resale Provisions,
 - (a) The amount funded under the mortgage and note will be forgiven at the end of fifteen years provided the Mortgagor (homebuyer) has owned and occupied the house throughout the fifteen-year period. The amount of funds to be forgiven will be based on the following:

First five years.....0% forgiven
Sixth Year through fifteenth year.....10% forgiven on an annual basis
 - (b) The loan will be recaptured if the Mortgagor sells the home within the fifteen-years of affordability period. The down payment, principal payments and capital improvements made by the Mortgagor (homebuyer) since purchase will be calculated. The amount of funds to be recaptured will be based on the following:
 - (i) If the sum of these investments plus the amount due the Mortgagee, equals or is less than the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first, with full remainder being paid to the Mortgagee.
 - (ii) If the sum of these investments plus the amount due the Mortgagee, exceeds the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first. If there are funds remaining to be paid back to the mortgagee after payment of the first mortgage, the remainder will be paid back to the Mortgagee. The amount would be considered payment in full.
 - (iii) If the sum of these investments plus the amount due the Mortgagee, exceeds the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first. If there are no funds remaining to be paid back to the Mortgagee after payment of the first mortgage, such an amount would be considered payment in full.
- (2) In cases where the Mortgagor (homebuyer) violates the terms and conditions of the mortgage and/or note, (e.g. uses the property for rental purposes or the property is no longer the mortgagor(s) principal residence) the entire amount of NSP or NPRR financial assistance shall be due. Mortgagee reserves the right to require full repayment of the amount of NSP or NPRR assistance.
- (3) Mortgagee acknowledges that there is a lien prior to this Property Lien. If Mortgagor (homebuyer) refinances, the Mortgagor may do so if the refinance is for reducing the mortgage payments and not for consolidation of credit card obligations, bills or for obtaining property home equity. If this

This Lien is junior to the mortgage liens of _____

SIGNED AND DELIVERED by the Mortgagor to Mortgagee on the day and year first above written.

MORTGAGOR: _____

On this _____ day of _____, 2024, before me a Notary Public in and for said County, personally appeared **Derek Bradshaw** who being by me sworn, did acknowledge and say that he is the **Director** of the Genesee County Metropolitan Planning Commission and that he is authorized to sign this agreement.

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**Genesee County Neighborhood Stabilization Program (NSP)
& Neighborhood Purchase Rehab Resale Program (NPRR)
Lender Checklist**

Information to be submitted by Lender to Verify Borrower's Eligibility:

- Purchase Agreement
- Homebuyer Counseling Certificate (verification of 8 hours of homebuyer counseling)
- Verification of employment
- Two months current check stubs
- Appraisal
- Loan Estimate
- Last two years of W-2 tax information
- Loan Application
- Bank/Lender Approval letter
- Request Form (showing amount of funding being requested)
- Genesee County NSP or NPRR Application

The aforementioned documentation must accompany your funding request in order for your file to be reviewed by our office.

**GENESEE COUNTY NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
And NEIGHBORHOOD PURCHASE REHAB RESALE (NPRR)
DOWN PAYMENT ASSISTANCE**

REQUEST FOR FUNDING

Name of Financial Institution: _____
Address: _____

Name of Homebuyer: _____
Property Address: _____

PAYMENT REQUEST	
Total Required Closing Costs/Pre-Paid:	_____
Amount of Closing Costs/Pre-Paid Requested:	_____
 Total Required Down Payment:	 _____
Amount of Down Payment Requested:	_____
 Total Gap Financing Requested:	 _____
 Total Amount Requested:	 \$ _____

Lender must supply a copy of the following information as an attachment to the payment request:

- * Closing papers (final to be sent with lien & Promissory Note)
- * Lien & Promissory Note (to be submitted within 10 days of closing)

Prepared By: _____
Date: _____

Staff Approved: _____
Date: _____

ACKNOWLEDGEMENT

SUBORDINATION POLICY
Genesee County
Neighborhood Stabilization Program (NSP)
& Neighborhood Purchase Rehab Resale Program (NPRR)

The Genesee County Metropolitan Planning Commission, Community Development Program, acting in accordance with policies established by the Genesee County Board of Commissioners, is prohibited from subordinating its lien on a property assisted with Genesee County Neighborhood Stabilization Program or Neighborhood Rehab and Resale Program funding, when that subordination will result in a situation where the total debt attached to the property exceeds 80% of that property’s appraised value.

I fully understand and abide by all the provisions of this policy and acknowledge that these stated requirements were fully explained to me by the mortgage processor at the appointed time of closing.

Homebuyer Signature: _____

Mortgage Processor Signature:_____

Date: _____

Attachment B

In the event that the County is asked to take an action on the disposition of a Neighborhood Stabilization Program or Neighborhood Purchase Rehab Resale Program lien for any reason other than the original agreement, then the following shall be delivered to the Genesee County Community Development Office:

A written request from the Mortgagor (Homebuyer), including an explanation why the action requested is both necessary and reasonable.

Documentation supporting the request must include:

- *A current title search (with taxes)
- *A current formal property appraisal
- *A summary statement of all outstanding indebtedness against the property
- *A copy of the subject purchase agreement, loan application, or mortgage commitment.

NOTE: The total proposed indebtedness, including the mortgage/lien held by Genesee County, cannot exceed 80% of the appraised value. Cash out is not allowed. Genesee County will not subordinate in reverse mortgage transactions.

Upon receipt of the above, a recommendation and request for action will be presented to the Director-Coordinator of the Genesee County Metropolitan Planning Commission. Please allow two weeks for processing.

If approved, there will be a \$50.00 processing fee to be paid upon pick up of the subordination document.

Should you have any questions regarding this memorandum, please contact Ms. Sheila Taylor at (810) 257-3010.

EXHIBIT D

Exhibit D contains the following information:

Income Chart (as example only, income limits may change)
Maximum Purchase Price Limits

FY 2024 MEDIAN FAMILY INCOME FOR FLINT AND GENESEE COUNTY -- \$78,300

MAXIMUM INCOME LIMITS

Household Size	30% Extremely Low Income	50% Very Low Income	60% Low Income	80% Moderate Income
One Person	\$16,750	\$27,900	\$33,480	\$44,600
Two Person	\$20,440	\$31,850	\$38,220	\$51,000
Three Person	\$25,820	\$35,850	\$43,020	\$57,350
Four Person	\$31,200	\$39,800	\$47,760	\$63,700
Five Person	\$36,580	\$43,000	\$51,600	\$68,800
Six Person	\$41,960	\$46,200	\$55,440	\$73,900
Seven Person	\$47,340	\$49,400	\$59,280	\$79,000
Eight Person	\$52,550	\$52,550	\$63,060	\$84,100

Released by HUD 5.01.24

FHA Mortgage Limits - Genesee County, Michigan

The following table is an Example of Current FHA Mortgage Limits for Genesee County, Michigan and is provided only as an example. Mortgage limits are constantly updated. Please refer to HUD's website for current FHA Mortgage Limits.

MSA Name	County Name	State	One-Family	Two-Family	Three-Family	Four-Family	Median Sale Price	Last Revised	Limit Year
FLINT, MI	GENESEE	MI	\$498,257	\$637,950	\$771,125	\$958,350	\$155,000	01/01/2024	CY2024

RECIPIENT CHECKLIST FOR DETERMINING IF THE ENTITY RECEIVING FUNDS HAS A CONTRACTOR OR SUBRECIPIENT RELATIONSHIP

This document is intended to help a recipient of federal funds make a judgment as to whether each agreement it makes, for the disbursement of federal program funds, casts the entity receiving the funds in the role of a subrecipient or a contractor. Based on 2 CFR Chapter I, Chapter II, Part 200 et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), issued by the U.S. Office of Management and Budget (OMB) on December 26, 2013, and effective for non-federal entities on December 26, 2014, the following information is intended for use by all non-federal entities.

Important Terms:

Recipient: A non-federal entity that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term recipient does not include subrecipients. (See 2 CFR 200.86 of the Uniform Guidance.)

Subrecipient: A non-federal entity that receives a subaward for the purpose of carrying out part of a federal award. The subaward creates a federal assistance relationship with the subrecipient. (See 2 CFR 200.93 & .330 (a) of the Uniform Guidance.)

Contractor: A non-federal entity that receives a contract for the purpose of providing goods and services for the awarding non-federal entity's own use. The contract creates a procurement relationship with the contractor. The Uniform Guidance replaced the term "Vendor" with "Contractor." (See 2 CFR 200.22 & .330 (b) of the Uniform Guidance.)

Instructions: The "Characteristics" column in this checklist is based on language in the Uniform Guidance. The column lists characteristics that support the classification of a non-federal entity as a subrecipient or contractor. Since all of the characteristics listed may not be present in all cases, the Uniform Guidance recognizes that the recipient "...must use judgment in classifying each agreement as a subaward or a procurement contract." (2 CFR 200.330 (c).) In the "Explanations" column, AGA provides additional information to assist in answering the questions under "Characteristics." Answer each question by checking "yes" or "no" where indicated. Based on responses to the questions, a key provided at the end of each section will help in making a judgment as to whether a subrecipient or contractor relationship exists. White space is provided in between the "Characteristics" column and the "Explanation" column so that users can tailor this checklist to accommodate the unique aspects of various programs or jurisdictions.

Note: One check in a subrecipient box does not necessarily mean the entity is a subrecipient. A judgment should be based on the totality of responses.

Office GCMPC
Entity receiving funds Genesee County
Funding Source(s) US Department of Housing & Urban Development

Notes:

CHARACTERISTICS

EXPLANATIONS

Decision Making Authority

200.330 a. 1 Determines who is eligible to receive what Federal assistance;

a. Does the entity determine who is eligible to participate in the federal program?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the entity determines whether a participant meets a federal program's eligibility requirements for assistance, it is most likely a subrecipient.

200.330 a.3 Has responsibility for programmatic decision making;

a. Does the entity have the ability to make decisions about how services will be delivered to participants, in accordance with federal programmatic requirements?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

A contractor may provide services to clients in a program after eligibility has been determined by the recipient.

If the entity has authority to make decisions regarding the delivery of service, operations, or types of assistance provided within the terms of the agreement, it is typically a subrecipient.

OR

200.330 b.4 Provides goods or services that are ancillary to the operation of the Federal program;

b. Does the entity provide goods or services for the recipient's own use?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

b. Does the entity provide services designated by the recipient to serve the recipient's participants without regard to specific federal programmatic requirements?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the entity provides goods or services directly to the recipient or to program participants at the direction of the recipient and does not make programmatic decisions or adhere to program requirements, it is typically a contractor.

If you selected "yes" to **EITHER** item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to **EITHER** item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Nature of Award

200.330 a. 2 Has its performance measured in relation to whether objectives of a federal program were met;

a. Are the scope of work (or portion, if applicable) and terms and conditions of the agreement the same for the entity as they are for the recipient that received the federal funds?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

a. Is the entity carrying out completion of the goal of the grant (or part, if applicable) as stated in the federal award?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the entity is providing a service for the recipient to meet the goal of the grant, it is a contractor; if the entity is providing a service that carries out a goal within the scope of the grant, it is a subrecipient. When a grant program contains multiple goals, it is possible for the recipient to complete part of the goals and for the entity to perform another part.

OR

200.330 b.5 Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

b. Does the recipient develop the scope of work and terms and conditions of the agreement to meet the recipient's needs?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the scope of the agreement is per the federal program terms/guidance, the entity is a subrecipient. A subrecipient may also provide programmatic or progress reports to ensure compliance with federal program requirements.

Conversely, if the scope of the agreement is per the recipient's terms and not federal program guidance, and if the recipient's oversight is governed only by the contract terms and conditions, it is a contractor.

If you selected "yes" to **EITHER** item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input checked="" type="checkbox"/>	<input type="checkbox"/>

200.330 a.4 Is responsible for adherence to applicable Federal program requirements specified in the Federal award;

a. Funding to the entity depends on the entity's ability to best meet the objectives of the award. Although performance is measured against federal award objectives, the entity assumes little risk if the objectives are not met.

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

OR

200.330 b.5 Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

b. The entity assumes financial risk if they fail to deliver the goods or services agreed upon.

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you selected "yes" to item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the funding is given to the entity with a purpose of completing the goal of the grant, the recipient will be required to ensure the entity adheres to federal grant program guidance. The recipient will also be required to monitor the activities of the entity per Uniform Guidance section 200.331. The entity assumes little risk should federal grant guidance not be met. The risk falls with the recipient.

If the recipient directs specific activities to be completed by the entity, by providing goods or services, the risk falls on the entity to deliver, per the agreement terms. In this case, the entity would not be required to adhere to the federal grant program requirements, just the terms and conditions in the agreement with the recipient.

Criteria for Selection

EXPLANATIONS

200.330 a.5 In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

a. Does the entity demonstrate a financial or public need for funding to carry out a project or provide a service?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

a. Will the entity be contributing match or other non-Federal funding in support of the award?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

a. Will the entity be reimbursed for only actual costs incurred?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

OR

200.330 b.3 Normally operates in a competitive environment;

b. Were procurement policies applied in the selection of the entity?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

b. Was the entity's proposed price a factor in the selection process?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

b. Will the entity derive a profit from the agreement?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you selected "yes" to **ANY** item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to **ANY** item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the entity was chosen because it has the best widgets or service for the price, it has a contractor relationship with the recipient. Typically, a procurement method is followed, such as a competitive bid or RFP process. In this type of agreement, the entity usually makes a profit by delivering this good or service to the recipient. Payments to contractors are typically made based on contract terms.

Conversely, if the entity was chosen because it was already providing a service within the guidelines of the grant program and wants to partner with the recipient to expand the delivery or assist in meeting the goal of the grant, it may be a subrecipient. Typically, the entity may not make a profit and may provide its own non-federal funding as match or cost sharing. The entity may have been chosen through an application process or an announcement of funding, as opposed to the procurement process described above. Payment to a subrecipient is generally based on actual expenses unless awarded on a fixed amount subaward (2 CFR 200.332). It is typical of subrecipients to submit budgets, financial reports, or copies of invoices to the recipient, to document activity.

Entity's Business Environment

EXPLANATIONS

200.330 b.1 Provides the goods and services within normal business operations;

b. Is the entity's normal business to provide the goods or services being purchased in the agreement?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

200.330 b.2 Provides similar goods or services to many different purchasers;

b. Does the entity provide the same goods or services to other organizations?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you selected "no" to **EITHER** item, it is an indicator of a subrecipient relationship.
If you selected "yes" to **BOTH** items, it is an indicator of a contractor relationship.

Subrecipient	Contractor
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If a federal program provides funding to modify public buildings for handicapped accessibility and the recipient provides funds to an entity to update the entity's building, per the terms of the award, then a subrecipient relationship exists.

Conversely, if the recipient hires an entity to update their own building to be handicapped accessible, then a contractor relationship exists.

Determination

EXPLANATIONS

Final Determination

Subrecipient	Contractor
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Review all the entries and make an overall determination of the relationship. **Check the appropriate box in this section.**

Determined by Anthony Kelly
(enter name of person initially making decision)

11/5/24
(date)

Approved by Sheila Taylor
(enter name of person reviewing)

11/5/24
(date)

*Based on the relationship determined above, see additional guidance on requirements governing agreements.
Section 200.331 - "Requirements for pass-through entities," for subrecipient agreements,
Section 200.317 through 200.326 - "Procurement Standards," for contractor agreements.*



LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: ☐ (Go to Question 2)

No: ☒ (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: ☐ This project requires a contract, skip to the contracts section.

No: ☐ (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes: ☐

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No: ☐

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: ☒ This project requires a contract, skip to the contracts section.

No: ☐ Contact Corporate Counsel office prior to submitting into Legistar.

CONTRACTS

* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.

1) Is this a new contract or a renewal/extension? New Contract

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: ☐ (Go to Question 3)
- b. Grant Funded: ☒ (Go to Question 4)
- c. Millage Funded: ☐ (Go to Question 5)

3) What is the vendor providing?

- a. Services: ☒
- Use the **Professional Service Contract Template**
- b. Construction/Physical Building Altercation/Remodel ☐
- If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact Corporate Counsel prior to submitting into Legistar.

* To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. *

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact Corporate Counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: ☒ No: ☐

- a. If **yes** - contact Corporate Counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by Corporate Counsel since August 1, 2023?

If **yes**, use the template/previous agreement.

If **no**, contact Corporate Counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: ☐ No: ☒

- a. If yes, submit the contract to Corporate Counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (Fiscal Services, Purchasing, Risk Management, or Corporate Counsel) to address your question prior to submission into Legistar.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2025

10/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES, LLC 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-720-5563	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1550551 New American Funding, LLC 14511 Myford Road, Suite 100 Tustin CA 92780	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Federal Insurance Company		20281
	INSURER B: Certain Underwriters at Lloyd's, London		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 21103558**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	3606-35-83	2/5/2024	2/5/2025	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	7361-34-07	2/5/2024	2/5/2025	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	7819-13-74	2/5/2024	2/5/2025	EACH OCCURRENCE \$ \$25,000,000 AGGREGATE \$ \$25,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
B	PROFESSIONAL LIABILITY	N	N	SUA14603-2403	9/21/2024	9/21/2025	LIMIT: \$1,000,000; RETNETION: \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Property Coverages: Business Income with Extra Expense: \$25,000,000; EDP Property: \$2,932,563; Rental Income: \$3,831,756. Covered Autos: 2016 Ford Transit - 350 Wagon, 2018 Porsche Macan, 2021 Audi Q8. Certificate holder is an additional insured on the general liability and a loss payee on the property policy. Waiver of Subrogation applies to general liability in favor of the additional insured. General liability is primary and non contributory. RE: GENESEE COUNTY IS ADDITIONAL INSURED, AS REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER**CANCELLATION** See Attachment

21103558
COUNTY OF GENNESSEE
1101 BEACH ST
FLINT MI 48502

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Liability Insurance
Endorsement

Policy Period: 2/5/2024 - 2/5/2025
Effective Date: 2/5/2024
Policy Number: 3606-35-83
Insured: New American Funding, LLC

Name Of Company: Federal Insurance Company
Date issued: 2/5/2024

This Endorsement applies to the following forms:

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization	Persons or Organizations shown in the Schedule are insureds; but they are insureds only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.
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- However, the person or organization is an insured only:
- if and then only to the extent the person or organization is described in the Schedule;
 - to the extent such contract or agreement requires the person or organization to be afforded status as an insured;
 - for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
 - with respect to the damages, loss, cost or expense for injury or damage to which this insurance applies.

No Person or organization is an Insured under this provision:

- that is more specifically identified under any other provisions of the Who Is An Insured section (regardless of any limitation applicable thereto).

Who Is An Insured

Additional Insured - Scheduled Person Or Organization (continued) • with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that he person or organization would have in the absence of such contract or agreement.

Under Conditions, the following provisions is added to the condition titled Other Insurance.

Conditions

Other Insurance - Primary, Noncontributory Insurance - Scheduled Person or Organization If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule:

All other terms and conditions remain unchanged.

Authorized Representative _____

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

This condition does not apply to medical expenses.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1551

Agenda Date: 1/8/2025

Agenda #: 2.

To: Dr. Beverly Brown, Community & Economic Development Committee Chairperson

From: Derek Bradshaw, Director

RE: Approval to enter into agreements with Preston Home Loans for the purpose of providing down payment assistance to eligible Home Investment Partnerships, Neighborhood Stabilization Program (NSP), and Neighborhood Purchase Rehab Resale Program (NPRR) homebuyer

BOARD ACTION REQUESTED:

Staff is requesting approval to enter into agreements with Preston Home Loans. for the purpose of providing down payment assistance to eligible Home Investment Partnerships, Neighborhood Stabilization Program and Neighborhood Purchase Rehab Resale Program homebuyers. Staff is requesting the agreements be signed by Genesee County Board Chairperson, James Avery, with approval for Derek Bradshaw to sign the mortgage and lien documents.

BACKGROUND:

Genesee County Metropolitan Planning Commission staff works with local lenders to provide down payment financial assistance to qualified home homebuyers. Under the Neighborhood Stabilization Program and Neighborhood Purchase Rehab Resale Program funding, newly rehabilitated homes are sold to eligible households. The HOME Down Payment Assistance (DPA) Program's goal is to assist very low, low-and moderate-income families achieve homeownership. Home DPA provides up to \$10,000 in down payment and closing cost assistance to each eligible homebuyer.

DISCUSSION:

All lending institutions that wish to participate in the Down Payment Assistance programs go through a review process by staff and must have a formal agreement with Genesee County. This ensures that local lenders are aware of, and in compliance with the federal regulations and that Genesee County's assistance program is followed correctly by the lender's underwriters.

IMPACT ON HUMAN RESOURCES:

No impact on Human Resources.

IMPACT ON BUDGET:

HOME, NSP 1&3, NPRR funding is in the current budget.

IMPACT ON FACILITIES:

No impact on facilities.

IMPACT ON TECHNOLOGY:

No impact on technology.

CONFORMITY TO COUNTY PRIORITIES:

This meets Genesee County's priority of healthy, livable & safe communities. This funding would help provide better homeownership opportunities for first time homebuyers in Genesee County.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of Planning to authorize entering into Lender Agreements between Genesee County and Preston Home Loans, for the purpose of providing down payment assistance to eligible Home Investment Partnerships (HOME), Neighborhood Stabilization Program (NSP), and Neighborhood Purchase Rehab Resale (NPRR) homebuyers, and approving the Director of Planning to sign the homeowner's mortgage and lien documents, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the January 8, 2025 meeting of the Community and Economic Development Committee of this Board), the Chairperson of this Board is authorized to execute the Agreements, and the Director of Planning is authorized to execute the mortgage and lien documents on behalf of Genesee County.

AGREEMENT
FOR
Home Investment Partnerships Program (HOME) Down Payment Assistance

THIS AGREEMENT entered into this _____ day of _____, 2024, between the County of Genesee, A MUNICIPAL CORPORATION, acting by and through its Community Development Program, located at Room 111, County Administration Building, 1101 Beach Street Flint, Michigan 48502-1470, hereinafter referred to as the "County" and **Preston Home Loans** located at, 1537 E Hill Rd suite 100, Grand Blanc mi 48439 hereinafter, referred to as the "Lender."

WITNESSETH:

WHEREAS, the County has applied for and received funds from the U.S. Department of Housing and Urban Development ("HUD"), under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (the "Act"), and hereby offers financial assistance to eligible homebuyers to acquire affordable homes in accordance with the requirements of Section 24, Code of Federal Regulations (CFR), under Home Investment Partnerships (HOME) Program, as set forth in Parts 91 and 92; and

WHEREAS, the purpose of the County HOME Program is to assist very low, low and moderate income families achieve homeownership; and

WHEREAS, the HOME Program promotes the development and strengthening of partnerships between the County and local financial institutions; and

WHEREAS, the Lender is a primary home mortgage lender, and the County and Lender desire to expand the availability of decent, safe, sanitary and affordable housing for very low, low and moderate income families by coordinating their activities under the methods and procedures set forth herein; and

WHEREAS, the Lender agrees that the terms and conditions set forth herein are a reasonable and appropriate means to assure the use of funds in compliance with the Act, the Authority's General Rules, the provisions of 24 CFR Parts 91 and 92; and

WHEREAS, the above stated objectives of the County HOME Program are consistent with objectives of the Lender, the two parties have therefore, entered into this agreement for the purpose of providing down payment assistance to qualified homebuyers.

NOW, THEREFORE, the County agrees to provide the Lender a maximum of ten thousand dollars (\$10,000) for each eligible homebuyer, for the purposes incorporated herein; and in consideration of the mutual covenants and promises set forth herein, the parties hereto agree as follows:

1. The Lender agrees to implement the HOME Program, more specifically described in Exhibit "A," attached hereto and incorporated herein, subject to limitations set forth therein and terms and conditions set forth in 24 CFR Parts 91 and 92. (Exhibit "B")
2. The Lender agrees to conduct marketing outreach of the HOME Program to low income families; residents and tenants of public housing and manufactured housing and mobile home park tenants; and families receiving assistance from public housing agencies.
3. The Lender agrees to determine eligibility and underwrite the Loan Application Package and shall forward to the County HOME Program and to the potential homebuyer, written notice of loan approval. Also, the Lender agrees to contact Genesee County to determine the availability of funds remaining in the HOME Program prior to final loan approval.
4. The lender agrees to provide certification that all homes to be assisted with HOME Program funds have been inspected by a licensed appraiser. Genesee will complete a certified Housing Quality Standards inspection and certify that the home meets Housing Quality Standards, upon the execution of the purchase agreement and payment of mortgage application fee.
5. The Lender agrees to provide each homebuyer with referrals to HUD approved Housing

Counseling Agencies and to provide the County with referral documentation. (Exhibit "C")

6. The Lender agrees to process, document, and fund Buyer's first mortgage for the Program in all cases where Loan Application Packages have been approved by the Lender, according to all applicable laws, regulations, and Lender policies and procedures.
7. The Lender agrees to assure the signing of a second mortgage/lien in the amount of the HOME assistance, payable to the Genesee County HOME Investment Trust fund by way of the closing agent.
8. The County agrees that the second mortgage shall be subordinate to the mortgage/lien of the Lender.
9. In the event that the home is sold or that the owner ceases using the home as his/her principal residence, the owner understands, pursuant to agreement, that he would be responsible to pay the HOME Program consideration which he received, to the Genesee County HOME Investment Trust Fund. This shall be enforced with the use of a lien.
10. The Lender agrees to submit documents to include: certification of client income; loan application 1003; Closing Disclosure; property appraisal; along with request to the County for payment of the DPA at a minimum of 14 days prior to the loan closing. Upon receipt of all required documentation, the County agrees to prepare a payment and second mortgage documents that will be provided for the loan closing.
11. The County agrees to subsidize an amount up to ten-thousand dollars (\$10,000) per approved mortgage, said sum to be used for down payment; prepaid taxes and insurance; interest rate buy down to qualifying homebuyer; and/or closing costs based on available HOME funds.
12. The County agrees to immediately notify the Lender upon exhaustion of available HOME funds.
13. The County assumes no credit risk for any loan made under the Program and shall not be liable or responsible in any manner for repayment of a loan in the event of a borrower's default on the promissory note with the Lender.
14. The term of this Agreement shall be for three years from the Genesee County Board of Commissioners approval date. This Agreement may be amended, so long as such amendment is in writing and agreed upon by both Genesee County and Lender.
15. This contract may be terminated by the County for reasons of diminution of funds, or any reason related to changing the objectives of the Genesee County Metropolitan Planning Commission, the HOME Program, or the Lender, by giving the other party fourteen (14) days prior notice of the effective date of termination. Further costs and liabilities associated with this Agreement will no longer be incurred on or after that effective date of termination.
16. The Lender shall assure that homebuyer does not exceed 80% of the current Flint and Genesee County median family income, pursuant to 24 CFR Parts 91 and 92.2. (Exhibit "D").
17. This agreement shall be governed by the laws of the State of Michigan.

PRESTON HOME LOANS

GENESEE COUNTY

Date

Date

By: _____
Name:
Title:
Preston Home Loans

By: _____
Derek Bradshaw
Director
Genesee County Metropolitan Planning
Commission

By: _____
James Avery, Chairperson
Genesee County Board of Commissioners

NOTARY FOR THE COUNTY OF GENESEE

State of Michigan)
§
County of Genesee)

On this _____ day of _____ 2024, before me a Notary Public in and for said County, personally appeared **Derek Bradshaw, Director**, who being by me sworn, did acknowledge and say that he is authorized to sign this agreement.

PRINTED NAME OF NOTARY
Notary Public, State of Michigan
County of Genesee
My Commission Expires:
Date Notarial Act Performed: _____

NOTARY FOR PRESTON HOME LOANS

State of _____)
§
County of _____)

On this _____ day of _____ 2024, before me a notary public in and for said County, personally appeared _____ who being by me sworn, did acknowledge and say that he/she is authorized to sign this agreement.

PRINTED NAME OF NOTARY: _____
Notary Public, State of Michigan, County of _____
My Commission Expires: _____
Date Notarial Act Performed: _____

EXHIBIT A

A maximum of ten thousand dollars \$10,000 per approved mortgage, in HOME Program funds may be available to the Lender to assist eligible buyers to purchase eligible homes. Additional funds may be made available upon request by lender and concurrence of County. The criteria are as follows:

1. PROGRAM ELIGIBILITY

Homebuyers eligible for assistance under the Program covered by this Agreement shall:

- Have an annual household income based on household size not to exceed 80% of the current median family income for Genesee County.

2. PROPERTY ELIGIBILITY

Property eligible for assistance under the Program covered by this Agreement shall:

- Be single family housing to include: one to four family residences; condominium units; cooperative units; combination of housing and lots or manufactured housing lots located in Genesee County outside the Cities of Clio, Davison, Flint and the Villages of Lennon and Otter Lake
- Be the principal residence of the homebuyer
- Have a value not to exceed 95% of Genesee County's current median purchase price as established by HUD based on Section 203(b) Single Family Mortgage Limits. (Exhibit "D")
- Meet the Housing Quality Standards as set forth in 24 CFR Part 91 and 92.251
- Pass a lead-based paint visual assessment

3. PROJECT COSTS

The County subsidy may be used for the following eligible costs:

- (1) Acquisition costs - The cost of acquiring single family housing.
- (2) Related soft costs - Reasonable and necessary costs incurred by the homebuyer or participating jurisdiction and associated with the financing of single family housing acquisition and rehabilitation. These costs include, but are not limited to:
 - (i) Costs to process and settle the financing for purchase of a home, such as private lender origination fees, credit report fees, fees for title evidence, fees for recordation and filing of legal documents, attorney fees, and private appraisal fees.
 - (ii) Architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups.
 - (iii) Costs to provide information services, such as fair housing information to prospective homeowners.
 - (iv) Staff and overhead costs directly related to carrying out the project, such as work specifications preparation, loan processing inspections, and other services related to assisting a potential homebuyer (e.g. housing counseling), which may be charged to project costs only if the individual purchases single family housing with HOME assistance.
 - (v) Costs of environmental review and release of funds (in accordance with 24 CFR part 58) that are directly related to the project.
 - (vi) Ineligible costs - HOME funds under this Agreement may not be used for the development costs (hard costs or soft costs) of new construction of housing for rental purpose.

EXHIBIT B

HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) FEDERAL REQUIREMENTS

The Lender hereby assures and certifies compliance with the statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the HOME Investment Partnerships Program (HOME) as implemented pursuant to the regulations contained in 24 CFR Parts 91 and 92. The Genesee County Metropolitan Planning Commission through the Community Development Program, is administering this Program on behalf of the County of Genesee. These certifications and assurances shall include the following:

- A. The Lender shall use HOME Program funds for activities and costs defined as "such" under 24 CFR Part 92.602. (Exhibit "A")
- B. The Lender shall comply with the requirements of Executive Order 11063 24 CFR 107: 24 CFR 1 and 24 CFR 100 relating to Equal Opportunity in Housing, Fair Housing, and pertaining to the Title VI Civil Rights Act of 1964 regarding nondiscrimination in Federal programs.
- C. The Lender shall assure that the value of the property shall not exceed 95% of Genesee County's current Median purchase price as established by HUD based on Section 203(b) Single Family Mortgage Limits and pursuant to 24 CFR Parts 91 and §92.254. (Exhibit "D")
- D. The Lender shall assure that the property purchased is the owner's principal residence pursuant to 24 CFR Parts 91 and §92.254.
- E. The Lender shall provide certification that the property meets the Housing Quality Standard as set forth in 24 CFR Parts 91 and §92.251, pursuant to an inspection by Genesee County.
- F. The Lender shall assure that housing assisted with HOME funds meet affordability requirements contained in 24 CFR §92.254(a) and (c).
- G. The Lender acknowledges and agrees that it shall be subject to the sanctions set forth in HOME Regulations 24 CFR 92, if determined to be applicable by the County.
- H. The Lender shall comply with Conflict of Interest provisions in the procurement of property and services according to 24 CFR §85.36 and OMB Circular 110.
- I. The Lender shall provide certification of a second lien payable to Genesee County HOME Investment Trust.

EXHIBIT C

Exhibit C contains the following information:

Reimbursement Request Form
Lead Based Paint Visual Assessment Form
Genesee County Property Lien
Genesee County Subordination Policy
Deferred Payment Loan Promissory Note
HUD Approved Housing Counseling Agencies

HOME INVESTMENT PARTNERSHIPS (HOME)
DOWNPAYMENT ASSISTANCE LOAN PROGRAM
REQUEST FOR FUNDS

HOME Project # (for office use)	_____
Bank Account # (for office use)	_____

Name of Financial Institution:	_____
Address:	_____

Name of Homebuyer:	_____
Property Address:	_____

PAYMENT REQUEST	
Closing Cost:	_____
Down payment Assistance:	_____
Prepays:	_____
TOTAL REQUEST:	_____
Waived Fees:	_____
Origination:	_____

Lender must supply a copy of all required documents with the payment request:

- | | |
|--|---|
| • Purchase Agreement | • Bank/Lender Approval letter |
| • Homebuyer Counseling Certificate for 8 hours | • Verification of Employment (a current month of check stubs for employed members of the household) |
| • Appraisal | • Verification of income other than employment (child support, SSI, etc.) |
| • Good Faith Estimate | |
| • Loan application | |
| • Last two years of W-2 tax information | |

Prepared By:	_____
Date:	_____
Staff Approved:	_____
Date:	_____

Lead Based Paint Visual Assessment Form

Property Address _____

Please circle the correct response:

1.

Was the dwelling unit built before 1978?

Yes No
2.

Has a visual assessment been conducted of all paint surfaces to identify all of the deteriorated paint?

Yes No
3.

Does paint stabilization need to occur?

Yes No
4.

If so, when did the paint stabilization occur? Date: _____

I have identified and inspected all paint surfaces and have not identified any deteriorated paint surfaces in this dwelling unit.

Signature: _____

Date: _____

Section 8 Inspector

I have stabilized all deteriorated paint surfaces in this dwelling unit.

Signature: _____

Date: _____

Lead Based Paint Supervisor

I have completed a clearance test and have determined that the dwelling unit passes inspection

Signature: _____

Date: _____

Certified Inspector\Risk Assessor

**GENESEE COUNTY HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM
PROPERTY MORTGAGE LIEN**

This Mortgage LIEN is in conjunction with a HOME Investment Partnerships Act Down Payment Assistance Program repayable loan made by the Mortgagee for the exclusive purpose of assisting the Mortgagor with down payment and/or closing costs for property as described below.

WITNESSETH BY THIS INDENTURE, made this _____ day of _____, **2024**,

By _____, a _____, _____, Michigan, _____, hereinafter referred to as the Mortgagor, hereby mortgages and warrants to Genesee County, through its Genesee County Metropolitan Planning Commission, Community Development Program, HOME Investment Trust Fund, Room 111, Genesee County Administration Building, 1101 Beach Street, Flint, Michigan 48502-1470, hereinafter referred to as Mortgagee, the following described lands and premises situated in the _____, County of Genesee and State of Michigan, viz:

Tax Parcel No.:

Legal Description:

Commonly known as:

Together with all tenements, hereditaments, and appurtenances now or hereinafter thereunto belonging, to secure the repayment of:

_____ (\$ _____)

with interest of zero percent (0%) per annum, payable according to the following terms of a promissory note of even date; and the Mortgagor further covenants:

- (1) The Genesee County HOME Investment Partnerships Act Down Payment Assistance Program will require an affordability period of 5 years beginning with the date of the Agreement.
- (2) That Mortgagor(s) will not sell, transfer, rent or otherwise alienate the above-described premises for a period of five (5) years from the date hereof. If Mortgagor(s) sells, transfers, rents or otherwise alienates the said premises, Mortgagor(s) shall be in default of this Mortgage and Loan Agreement and the full amount shall be due to Mortgagee.
- (3) In cases where the Mortgagor (Homebuyer) violates the terms and conditions of the mortgage and/or note, (e.g.) uses the property for rental purposes or the property is no longer the Mortgagor(s) principal residence, the entire amount of HOME financial assistance shall be due. In cases where the aforesaid property is foreclosed upon, the net proceeds, if any, from the foreclosure sale will be recaptured and deposited into the HOME Investment Trust Fund. The Mortgagee shall forgive and release Mortgagor from payment five (5) years from the date hereof.
- (4) Where net proceeds of the sale are insufficient for the Mortgagor (Homebuyer) to repay the full amount of this lien and the Homebuyers capital investments, the amount of funds to be recaptured will be based on the following:
 - i) If the sum of these investments plus the amount due the Mortgagee equals or is less than the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first, with full remainder being paid to the Mortgagee.
 - ii) If the sum of these investments plus the amount due the Mortgagee exceeds the net proceeds of funds remaining to be paid back to the Mortgagee after payment of the first mortgage, the remainder will be paid back to the Mortgagee. The amount would be considered payment in full.
 - iii) If the sum of the investments plus the amount due the Mortgagee exceeds the net proceeds of sale, then the Homebuyer would be allowed to recover his or her investment in the property first. If there are no funds remaining to be paid back to the Mortgagee after payment of the first mortgage, such an amount would be considered payment in full.
 - iv) In all other cases, where the property's net proceeds either exceed the County's initial HOME investment, or where the title to the property is during the affordability period, Genesee County will require immediate payment of the lien note as a condition for release of any lien placed on the property.
- (5) Mortgagee acknowledges that there is a lien prior to this Property Lien. Genesee County Metropolitan Planning Commission, Community Development Program, acting in accordance with policies established by the Genesee County Board of Commissioners, is prohibited from subordinating its lien on a property assisted with Genesee County HOME Program down payment assistance, when that subordination will result in a situation where the total debt attached to the property exceeds 80% of that property's appraised value. (Attachment "a")
- (6) Mortgagor (Homebuyer) acknowledges that if he/she/they wish(es) to refinance the aforesaid property within the required period of affordability, the Mortgagor (Homebuyer) may do so if the refinance is for the sole purpose of reducing the mortgage interest rate, and not for obtaining property home equity proceeds through the refinance transaction. In the event that the County is asked to take an action on the disposition of this lien for any reason other than the original agreement, documentation shall be delivered by the Mortgagor (Homebuyer) to Genesee County Metropolitan Planning Commission, Community Development Program, requesting approval of the action. (Attachment "b").

SIGNED AND DELIVERED by the Mortgagor(s) to Mortgagee on the day and year first above written.

GENESEE COUNTY
DEREK BRADSHAW, DIRECTOR
GENESEE COUNTY METROPOLITAN PLANNING
COMMISSION

PRINTED NAME OF NOTARY _____
 Notary Public, State of Michigan, County of Genesee
 My Commission Expires: _____
 Date Notarial Act Performed: _____

PRINTED NAME OF NOTARY
Notary Public, State of Michigan
County of Genesee
My Commission Expires:
Date Notarial Act Performed: _____

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Attachment "a"

ACKNOWLEDGEMENT
SUBORDINATION POLICY
Genesee County
HOME Investment Partnerships Program (HOME)

The Genesee County Metropolitan Planning Commission, Community Development Program, acting in accordance with policies established by the Genesee County Board of Commissioners, is prohibited from subordinating its lien on a property assisted with Genesee County HOME Program - Homebuyer Assistance funding, when that subordination will result in a situation where the total debt attached to the property exceeds 80% of that property's appraised value.

I fully understand and abide by all the provisions of this policy and acknowledge that these stated requirements were fully explained to me by the mortgage processor at the appointed time of closing.

Homebuyer Signature: _____

Mortgage Processor Signature: _____

Date: _____

Attachment "b"

In the event that the County is asked to take an action on the disposition of a HOME Investment Partnerships Program (HOME) lien for any reason other than the original agreement, then the following shall be delivered to the Genesee County Community Development Office:

<p style="text-align: center;">A written request from the Mortgagor (Homebuyer), including an explanation why the action requested is both necessary and reasonable.</p>

Documentation supporting the request must include:

- *A current title search (with taxes)
- *A current formal property appraisal
- *A summary statement of all outstanding indebtedness against the property
- *A copy of the subject purchase agreement, loan application, or mortgage commitment.

NOTE: **The total proposed indebtedness, including the mortgage/lien held by Genesee County, cannot exceed 80% of the appraised value. Cash out is not allowed. Genesee County will not subordinate in reverse mortgage transactions.**

Upon receipt of the above, a recommendation and request for action will be presented to the Director-Coordinator of the Genesee County Metropolitan Planning Commission. Please allow two weeks for processing.

If approved, there will be a \$50.00 processing fee to be paid upon pick up of the subordination document.

Should you have any questions regarding this memorandum, please contact Anthony Kelly at (810) 257-3010.

**GENESEE COUNTY
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)
DOWN PAYMENT ASSISTANCE (DPA) PROGRAM
DEFERRED PAYMENT LOAN PROMISSORY NOTE**

Homeowner: _____

Address: _____

Amount: _____

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of Genesee County, through its HOME Investment Trust Fund (hereinafter called the County) or its successors the sum of:

_____ (\$ _____)

It is agreed and understood by the undersigned and the County that repayment of this loan is deferred while the undersigned remains the owner (in fee simple or as purchaser under land contract) and resides at the above property for a five (5) year period following the date of this agreement. Transfer of the ownership interest or cessation of residency by moving from the property within the five (5) years following this agreement, shall constitute a default of the deferment agreement and cause the full amount as prescribed below, to become due and payable. Failure of the County to exercise this option shall not constitute a waiver of the default.

Loan Amount: _____

IN THE EVENT the undersigned defaults in any of the terms of this Note, the principal amount of the Note shall become due and payable. The County, at its option, may prepare an alternative promissory note requiring monthly payments of principal under such conditions as it deems best.

The undersigned shall have the right to reject the alternative Note by paying the principal amount of this Note within 30 days of the default. Failure of the undersigned to pay the principal amount of this Note or to execute an alternative Note within 30 days of the default shall constitute a breach of this Note and the County may proceed to suit to recover on this Note.

IN THE EVENT of defaults in any of the terms of this grant agreement, the undersigned may also be required to pay costs of collection expenses, if any, including attorney's fees and legal expenses.

THIS NOTE is secured by a Mortgage Lien duly filed for record with the Register of Deeds, Genesee County, Michigan.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned as of this _____ day of _____, **2024**.

MORTGAGOR:

GENESEE COUNTY
DEREK BRADSHAW, DIRECTOR
GENESEE COUNTY METROPOLITAN PLANNING
COMMISSION

MORTGAGOR:

STATE OF MICHIGAN))ss
COUNTY OF GENESEE)

PRINTED NAME OF NOTARY
Notary Public, State of Michigan
County of Genesee
My Commission Expires:
Date Notarial Act Performed: _____

STATE OF MICHIGAN)
COUNTY OF GENESEE)

Print Name: _____

Notary Public, State of Michigan, County of Genesee
My Commission Expires: _____
Date Notarial Act Performed: _____

HUD Approved Housing Counseling Agencies in Genesee County, Michigan

Seniors seeking Home Equity Conversion Mortgage (HECM) counseling can contact the AARP Foundation Network of Expert HECM Counselors at: 1-800-209-8085.

GREENPATH DEBT SOLUTIONS

2222 S. Linden Rd. Ste. D

Flint, MI 48532

Toll-Free: (888) 860-4167

Website: www.greenpath.com

Type of Counseling:

- Financial Management/Budget Counseling

- Mortgage Delinquency and Default Resolution Counseling

- Non-Delinquency Post Purchase Workshops

- Pre-purchase Counseling

- Pre-purchase Homebuyer Education Workshops

- Rental Housing Counseling

- Services for Homeless Counseling

Affiliate of GREENPATH, INC.

METRO COMMUNITY DEVELOPMENT, INC.

1174 Robert T Longway Blvd,

Flint, MI 48503

Phone: (810) 767-4622

Website: www.metro-community.org

Type of Counseling:

- Fair Housing Pre-Purchase Education Workshops

- Financial, Budgeting and Credit Repair Workshops

- Home Improvement and Rehabilitation Counseling

- Mortgage Delinquency and Default Resolution Counseling

- Pre-Purchase Counseling

- Pre-Purchase Homebuyer Education Workshops

- Resolving/Preventing Mortgage Delinquency Workshops

- Services for Homeless Counseling

Affiliate of: HOUSING PARTNERSHIP NETWORK

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

735 E. Michigan Ave.

Lansing, MI 48909

Phone: (517) 373-6840

E-mail: MSHDA-Home-Ownership-PF@michigan.gov

Website: www.michigan.gov/mshda

Type of Counseling:

- Fair Housing Pre-Purchase Education Workshops

- Financial Management/Budget Counseling

- Mortgage Delinquency and Default Resolution Counseling

- Non-Delinquency Post Purchase Workshops

- Pre-Purchase Counseling

- Pre-Purchase Homebuyer Education Workshops

- Predatory Lending Education Workshops

GENESEE COUNTY HABITAT FOR HUMANITY

101 Burtons St,

Flint, MI 48503

Phone: (810) 766-9089

Website: www.geneseehabitat.org

Type of Counseling:

- Pre-Purchase Counseling

- Pre-Purchase Homebuyer Education Workshops

- Fair Housing Pre-Purchase Education Workshops

EXHIBIT D

Exhibit D contains the following information:

Income Chart (as example only, income limits may change)
Maximum Purchase Price Limits

FY 2024 MEDIAN FAMILY INCOME FOR FLINT AND GENESEE COUNTY -- \$78,300

MAXIMUM INCOME LIMITS

Household Size	30% Extremely Low Income	50% Very Low Income	60% Low Income	80% Moderate Income
One Person	\$16,750	\$27,900	\$33,480	\$44,600
Two Person	\$20,440	\$31,850	\$38,220	\$51,000
Three Person	\$25,820	\$35,850	\$43,020	\$57,350
Four Person	\$31,200	\$39,800	\$47,760	\$63,700
Five Person	\$36,580	\$43,000	\$51,600	\$68,800
Six Person	\$41,960	\$46,200	\$55,440	\$73,900
Seven Person	\$47,340	\$49,400	\$59,280	\$79,000
Eight Person	\$52,550	\$52,550	\$63,060	\$84,100

Released by HUD 5.01.24

FHA Mortgage Limits - Genesee County, Michigan

The following table is an Example of Current FHA Mortgage Limits for Genesee County, Michigan and is provided only as an example. Mortgage limits are constantly updated. Please refer to HUD's website for current FHA Mortgage Limits.

MSA Name	County Name	State	One-Family	Two-Family	Three-Family	Four-Family	Median Sale Price	Last Revised	Limit Year
FLINT, MI	GENESEE	MI	\$498,257	\$637,950	\$771,125	\$958,350	\$155,000	01/01/2024	CY2024

AGREEMENT
FOR
Neighborhood Stabilization Program 1 and 3 (NSP1 and NSP3) and Neighborhood Purchase
Rehab Resale Program (NPRR) Participating Lender Down Payment and Gap Financing
Assistance

THIS AGREEMENT entered into this _____ day of _____, 2024, between the County of Genesee, A MUNICIPAL CORPORATION, acting by and through its Community Development Program, located at Room 111, County Administration Building, 1101 Beach Street Flint, Michigan 48502-1470, hereinafter referred to as the "County" and **Preston Home Loans** located at, 1537 E Hill Rd suite 100, Grand Blanc mi 48439 hereinafter, referred to as the "Lender."

WITNESSETH:

WHEREAS, the County was awarded funds from the U.S. Department of Housing and Urban Development (HUD), under Title III of Division B of the Housing and Economic Recovery Act of 2008 and under Section 2301 (b) of the Housing and Economic Recovery Act of 2008, as amended, and an additional allocation of funds provided under Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 for additional assistance in accordance with the second undesignated paragraph under the heading 'Community Planning and Development – Community Development Fund' in Title XII of Division A of the American Recovery and Reinvestment Act of 2009, as amended (together the "Acts"), and hereby offers financial assistance to eligible homebuyers to acquire Genesee County Neighborhood Stabilization Program or Neighborhood Purchase Rehab Resale Program assisted homes in accordance with the requirements of the HOME Investment Partnerships (HOME) Program Section 24, Code of Federal Regulations (CFR), as set forth in Parts 91 and 92; and Community Development Block Grant program and

WHEREAS, GCMPC has submitted an amendment to the Genesee County 2008 Annual Action Plan to the Department of Housing and Urban Development for funding under the NSP1; and

WHEREAS, GCMPC has submitted an amendment to the Genesee County 2010 Annual Action Plan to the Department of Housing and Urban Development for funding under the NSP3. GCMPC will act as the administrator of the Genesee County NSP/NPRR funding; and

WHEREAS GCMPC has submitted the NPRR program to the Department of Housing and Urban Development for funding under the Community Development Block Grant program as part of the annual action plan; and

WHEREAS, the NSP/NPRR assists very low, low, moderate and/or middle income households achieve homeownership;

WHEREAS, the Lender is a primary home mortgage lender, and the County and Lender desire to expand the availability of decent, safe, sanitary and affordable housing for very low, low, moderate and middle income families by coordinating their activities under the methods and procedures set forth herein; and

WHEREAS, the Lender agrees that the terms and conditions set forth herein are a reasonable and appropriate means to assure the use of funds in compliance with the Acts, the Authority's General Rules, the provisions of the HOME Program, of 24 CFR Parts 91 and 92; and

WHEREAS, the above stated objectives of the County NSP/NPRR are consistent with objectives of the Lender, the two parties have therefore, entered into this agreement for the purpose of providing down payment and closing cost assistance to qualified homebuyers.

NOW, THEREFORE, the County agrees to provide the Lender a maximum of ten thousand dollars (\$10,000) for each eligible very low, low, moderate and middle income homebuyer, and/or up to \$25,000 in gap financing for eligible homebuyers for the purposes incorporated herein; and in consideration of the mutual covenants and promises set forth herein, the parties hereto agree as follows:

1. The Lender agrees to implement the NSP/NPRR, more specifically described in Exhibit A, attached hereto and incorporated herein, subject to limitations set forth therein and terms and conditions set forth in 24 CFR Parts 91 and 92. (Exhibit B)

2. The Lender agrees to conduct marketing outreach of the NSP/NPRR to low-income families; residents and tenants of public housing and manufactured housing and mobile home park tenants; and families receiving assistance from public housing agencies.
3. The Lender agrees to determine program and income eligibility and underwrite the Loan Application Package and shall forward to the County NSP/NPRR and to the potential homebuyer, written notice of loan approval.
4. The Lender agrees to provide certification that all homes to be assisted with NSP/NPRR funds have been inspected by a licensed appraiser prior to the execution of the purchase agreement and payment of mortgage application fee.
5. The Lender agrees to provide each homebuyer with referrals to HUD approved Housing Counseling Agencies and to provide the County with referral documentation. (Exhibit C)
6. The Lender agrees to process, document, and fund Buyer's mortgages for the Program in all cases where Loan Application Packages have been approved by the Lender, according to all applicable laws, regulations, and Lender policies and procedures.
7. The Lender agrees to assure the signing of a second, and where gap financing is provided a third, mortgage/lien and a promissory note in the amount of the NSP/NPRR assistance, payable to the Genesee County Community Development Program. (Exhibit C)
8. The County agrees that the second, and where applicable third, mortgage shall be subordinate to the mortgage/lien of the Lender.
9. In the event that the home is sold or that the owner ceases using the home as his/her principal residence, the owner understands, pursuant to agreement, that he would be responsible to pay the NSP/NPRR consideration which he received, to the Genesee County Community Development Program. This shall be enforced with the use of a 15 year forgivable lien.
10. The Lender agrees to submit documents to include: certification of client income, property appraisal and funding request form. Upon receipt of all required documentation, the County agrees to prepare an approval letter stating the homebuyer is eligible for assistance. (Exhibit C)
11. The County agrees to subsidize an amount up to ten-thousand dollars (\$10,000) for each eligible very low, low, moderate and middle income household, per approved mortgage in NSP/NPRR down payment and closing cost assistance. Said sum to be used for up to 50% of the required down payment; prepaid taxes and insurance; interest rate buy down to qualifying homebuyer; and/or closing costs based on available NSP/NPRR funds. The County agrees to subsidize an amount up to twenty-five thousand dollars (\$25,000) for each eligible very low, low, moderate and middle income household per approved mortgage. Said sum to be used to provide financing to assist households which may not qualify for a loan amount which will allow the household to purchase a NSP/NPRR assisted home. Exact amounts of subsidy will be determined by the County.
12. The Lender acknowledges and agrees to witness the homebuyer's signature on Genesee County's Subordination Policy. (Exhibit C)
13. The County agrees to immediately notify the Lender upon exhaustion of available NSP/NPRR funds.
14. The County assumes no credit risk for any loan made under the Program and shall not be liable or responsible in any manner for repayment of a loan in the event of a borrower's default on the promissory note with the Lender.
15. The term of this Agreement shall be for three years from the Genesee County Board of Commissioners approval date. This Agreement may be amended, so long as such amendment is in writing and agreed upon by both Genesee County and Lender.
16. This contract may be terminated by the County for reasons of diminution of funds, or any reason related to changing the objectives of the Genesee County Metropolitan Planning Commission, the NSP/NPRR, or the Lender, by giving the other party fourteen (14) days prior notice of the effective date of termination. Further costs and liabilities associated with this Agreement will no longer be incurred on or after that effective date of termination.

17. The Lender shall assure that homebuyer does not exceed 120% of the current Flint and Genesee County median family income for NSP and 80% for NPRR. (Exhibit D)
18. The Lender acknowledges and agrees to the FHA Mortgage Limits. (Exhibit D)
19. This agreement shall be governed by the laws of the State of Michigan.

[SIGNATURE PAGE FOLLOWS]

PRESTON HOME LOANS

GENESEE COUNTY

Date

Date

By: _____
Name:
Title:
Preston Home Loan

By: _____
Derek Bradshaw
Director
Genesee County Metropolitan Planning
Commission

By: _____
James Avery, Chairperson
Genesee County Board of Commissioners

NOTARY FOR THE COUNTY OF GENESEE

State of Michigan)
§
County of Genesee)

On this _____ day of _____ 2024, before me a Notary Public in and for said County, personally appeared **Derek Bradshaw, Director**, who being by me sworn, did acknowledge and say that he is authorized to sign this agreement.

PRINTED NAME OF NOTARY
Notary Public, State of Michigan
County of Genesee
My Commission Expires:
Date Notarial Act Performed: _____

NOTARY FOR PRESTON HOME LOANS

State of _____)
§
County of _____)

On this _____ day of _____ 2024, before me a notary public in and for said County, personally appeared _____ who being by me sworn, did acknowledge and say that he/she is authorized to sign this agreement.

PRINTED NAME OF NOTARY: _____
Notary Public, State of Michigan, County of _____
My Commission Expires: _____
Date Notarial Act Performed: _____

EXHIBIT A

A maximum of ten thousand dollars (\$10,000) per approved mortgage for each eligible very-low low-, moderate- and middle-income household, in NSP/NPRR funds may be available to the Lender to assist eligible buyers to purchase eligible homes. Additional funds may be made available upon request by lender and concurrence of County. The criteria are as follows:

1. PROGRAM ELIGIBILITY

Homebuyers eligible for assistance under the Program covered by this Agreement shall:

- Have an annual household income based on household size not to exceed 120% of the current median family income for Genesee County.

2. PROPERTY ELIGIBILITY

Property eligible for assistance under the Program covered by this Agreement shall:

- Have been, or will be, rehabilitated using Genesee County NSP/NPRR funds.
- Be the principal residence of the homebuyer.
- Meet the Housing Quality Standards as set forth in 24 CFR Part 91 and 92.251

3. PROJECT COSTS

The County subsidy may be used for the following eligible costs:

- (1) Acquisition costs - The cost of acquiring single family housing.
- (2) Related soft costs - Reasonable and necessary costs incurred by the homebuyer and associated with the financing of single family housing acquisition and rehabilitation. These costs include, but not limited to:
 - (i) Costs to process and settle the financing for purchase of a home, such as private lender origination fees, credit report fees, fees for title evidence, fees for recordation and filing of legal documents, attorney fees, and private appraisal fees.
 - (ii) Ineligible costs – NSP/NPRR funds under this Agreement may not be used for the development costs (hard costs or soft costs) of new construction of housing for rental purpose.

EXHIBIT B

NEIGHBORHOOD STABILIZATION PROGRAM & NEIGHBORHOOD PURCHASE REHAB RESALE PROGRAM FEDERAL REQUIREMENTS

The Lender hereby assures and certifies compliance with the statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the NSP/NPRR as implemented pursuant to the HOME regulations contained in 24 CFR Parts 91 and 92. The Genesee County Metropolitan Planning Commission through the Community Development Program, is administering this Program on behalf of the County of Genesee. These certifications and assurances shall include the following:

- A. The Lender shall use NSP/NPRR funds for activities and costs defined as "such" under 24 CFR Part 92.602. (Exhibit A)
- B. The Lender shall comply with the requirements of Executive Order 11063 24 CFR 107: 24 CFR 1 and 24 CFR 100 relating to Equal Opportunity in Housing, Fair Housing, and pertaining to the Title VI Civil Rights Act of 1964 regarding nondiscrimination in Federal programs.
- C. The Lender shall assure that the property purchased is the owner's principal residence pursuant to 24 CFR Parts 91 and §92.254.
- D. The Lender shall assure that housing assisted with NSP/NPRR funds meet affordability requirements contained in 24 CFR §92.254(a) and (c).
- E. The Lender acknowledges and agrees that it shall be subject to the sanctions set forth in NSP/NPRR Regulations 24 CFR 92, if determined to be applicable by the County.
- F. The Lender shall comply with Conflict of Interest provisions in the procurement of property and services according to 24 CFR §85.36 and OMB Circular 110.
- G. The Lender shall provide certification of a second lien payable to Genesee County Community Development Program.

EXHIBIT C

Exhibit C contains the following information:

HUD Approved Housing Counseling Agencies
Genesee County NSP/NPRR Down Payment/Closing Cost Assistance Property Mortgage Lien
NSP/NPRR Deferred Payment Loan Promissory Note
Genesee County NSP/NPRR Gap Financing Lien
Genesee County NSP/NPRR Lender Checklist
Request for Funding Form
Genesee County Subordination Policy

HUD Approved Housing Counseling Agencies in Genesee County, Michigan

GREENPATH DEBT SOLUTIONS

2222 S. Linden Rd. Ste. D

Flint, MI 48532

Toll-Free: (888) 860-4167

Website: www.greenpath.com

Type of Counseling:

- Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Rental Housing Counseling
- Services for Homeless Counseling

Affiliate of GREENPATH, INC.

METRO COMMUNITY DEVELOPMENT, INC.

1174 Robert T Longway Blvd,

Flint, MI 48503

Phone: (810) 767-4622

Website: www.metro-community.org

Type of Counseling:

- Fair Housing Pre-Purchase Education Workshops
- Financial, Budgeting and Credit Repair Workshops
- Home Improvement and Rehabilitation Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Pre-Purchase Counseling
- Pre-Purchase Homebuyer Education Workshops
- Resolving/Preventing Mortgage Delinquency Workshops
- Services for Homeless Counseling

Affiliate of: HOUSING PARTNERSHIP NETWORK

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

735 E. Michigan Ave.

Lansing, MI 48909

Phone: (517) 373-6840

E-mail: MSHDA-Home-Ownership-PF@michigan.gov

Website: www.michigan.gov/mshda

Type of Counseling:

- Fair Housing Pre-Purchase Education Workshops
- Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-Purchase Counseling
- Pre-Purchase Homebuyer Education Workshops
- Predatory Lending Education Workshops

GENESEE COUNTY HABITAT FOR HUMANITY

101 Burtons St,

Flint, MI 48503

Phone: (810) 766-9089

Website: www.geneseehabitat.org

Type of Counseling:

- Pre-Purchase Counseling
- Pre-Purchase Homebuyer Education Workshops
- Fair Housing Pre-Purchase Education Workshops

**GENESEE COUNTY NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
& NEIGHBORHOOD PURCHASE REHAB RSALE PROGRAM (NPRR)
DOWN PAYMENT/CLOSING COST PROPERTY MORTGAGE LIEN**

This Mortgage LIEN is in conjunction with a Neighborhood Stabilization Program or Neighborhood Purchase Rehab Resale Program repayable loan made by the Mortgagee for the exclusive purpose of assisting the Mortgagor with down payment and/or closing costs for property as described below.

WITNESSETH BY THIS INDENTURE, made this XX^{XX} day of XXXXXXXXXXXX, 2024,

by XXXXXXXXXXXX, a XXXXXXXXXXXX, hereinafter referred to as the Mortgagor, hereby mortgages and warrants to Genesee County, through its Genesee County Metropolitan Planning Commission, Community Development Program, Room 111, Genesee County Administration Building, 1101 Beach Street, Flint, Michigan 48502-1470, hereinafter referred to as Mortgagee, the following described lands and premises situated in the XXXXXXXXXXXX, County of Genesee and State of Michigan, viz:

Tax Parcel No.: XX-XX-XXX-XXX

Legal Description: XX

Commonly known as: XXXX XXXXXXXXXXXXXXXXXXXX, XXXXXXXXXXXX, MI XXXXX

Together with all tenements, hereditaments, and appurtenances now or hereinafter thereunto belonging, to secure the repayment of:

XXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX Dollars and XXXXX cents (\$X,XXX.XX)

with interest of zero percent (0%) per annum, payable according to the following terms of a promissory note of even date; and the Mortgagor further covenants:

- (1) The Genesee County Neighborhood Stabilization Program and Neighborhood Purchase Rehab Resale Program require an affordability period of 15 years beginning with the date of this Agreement. The amount funded under the mortgage and note will be forgiven at the end of fifteen years provided the Mortgagor (homebuyer) has owned and occupied the house throughout the fifteen-year period. The amount of funds to be forgiven will be based on the following:

First five years.....0% forgiven

Sixth Year through fifteenth year.....10% forgiven on an annual basis
- (2) The amount of the loan to be repaid, based upon the above terms, will be recaptured if the Mortgagor sells the aforesaid property within the required period of affordability or discontinues use of the premises as Mortgagor(s) (Homebuyer) principal place of residence.
- (3) In cases where the Mortgagor (Homebuyer) violates the terms and conditions of the mortgage and/or note, (e.g.) uses the property for rental purposes or the property is no longer the Mortgagor(s) principal residence, the entire amount of Neighborhood Stabilization Program or Neighborhood Purchase Rehab Resale Program financial assistance shall be due. In cases where the aforesaid property is foreclosed upon, the net proceeds, if any, from the foreclosure sale will be recaptured and deposited in the Community Development Program.
- (4) Where net proceeds of the sale are insufficient for the Mortgagor (Homebuyer) to repay the full amount of this lien and the Homebuyers capital investments, the amount of funds to be recaptured will be based on the following:

i) If the sum of these investments plus the amount due the Mortgagee equals or is less than the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first, with full remainder being paid to the Mortgagee.

ii) If the sum of these investments plus the amount due the Mortgagee exceeds the net proceeds of funds remaining to be paid back to the Mortgagee after payment of the first mortgage, the remainder will be paid back to the Mortgagee. The amount would be considered payment in full.

iii) If the sum of the investments plus the amount due the Mortgagee exceeds the net proceeds of sale, then the Homebuyer would be allowed to recover his or her investment in the property first. If there are no funds remaining to be paid back to the Mortgagee after payment of the first mortgage, such an amount would be considered payment in full.

iv) In all other cases, where the property's net proceeds either exceed the County's initial Neighborhood Stabilization Program or Neighborhood Purchase Rehab Resale Program investment, or where the title to the property is during the affordability period, Genesee County will require immediate payment of the lien note as a condition for release of any lien placed on the property.
- (5) Mortgagee acknowledges that there is a lien prior to this Property Lien. Genesee County Metropolitan Planning Commission, Community Development Program, acting in accordance with policies established by the Genesee County Board of Commissioners, is prohibited from subordinating its lien on a property assisted with Genesee County Neighborhood Stabilization Program or Neighborhood Rehab and Resale Program down payment assistance, when that subordination will result in a situation where the total debt attached to the property exceeds 80% of that property's appraised value. (Attachment "a")
- (6) Mortgagor (Homebuyer) acknowledges that if he/she/they wish(es) to refinance the aforesaid property within the required period of affordability, the Mortgagor (Homebuyer) may do so if the refinance is for the sole purpose of reducing the mortgage interest rate, and not for obtaining property home equity proceeds through the refinance transaction. In the event that the County is asked to take an action on the disposition of this lien for any reason other than the original agreement, documentation shall be delivered by the Mortgagor (Homebuyer) to Genesee County Metropolitan Planning Commission, Community Development Program, requesting approval of the action. (Attachment "b").
- (7) This lien is junior to the mortgage lien of

The covenants herein shall bind, and the benefits and advantages inure to, the respective heirs, assigns, and successors of the parties.

MORTGAGOR: XXXXXX XXXXXXXX

GENESEE COUNTY
DEREK BRADSHAW, DIRECTOR
GENESEE COUNTY METROPOLITAN PLANNING
COMMISSION

MORTGAGOR:

NOTARY FOR THE COUNTY OF GENESEE

State of Michigan)
County of Genesee) ss

On this XX day of XXXXXXXX, 2024, before me a Notary Public in and for said County, personally appeared **Derek Bradshaw** who being by me sworn, did acknowledge and say that he is the **Director** of the Genesee County Metropolitan Planning Commission and that he is authorized to sign this agreement.

PRINTED NAME OF NOTARY
Notary Public, State of Michigan
County of Genesee
My Commission Expires:
Date Notarial Act Performed: _____

NOTARY FOR THE PROPERTY OWNER

State of Michigan)
County of Genesee) ss

On this XX day of XXXXXXXXXX 2024, before me a Notary Public in and for said County, personally appeared

_____ who being by me sworn, did acknowledge and say that he/she is authorized to sign this agreement.

PRINTED NAME OF NOTARY _____
Notary Public, State of Michigan, County of Genesee
My Commission Expires: _____
Date Notarial Act Performed: _____

**Prepared by and return to:
Genesee County Metropolitan Planning Commission
Community Development Program
1101 Beach Street, Room 111
Flint, Michigan 48502-1470**

**GENESEE COUNTY
NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
& NEIGHBORHOOD REHAB RESALE PROGRAM (NPRR)**

DEFERRED PAYMENT LOAN PROMISSORY NOTE

Homeowner:

Address:

Amount:

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of Genesee County, through its Neighborhood Stabilization Program or Neighborhood Purchase Rehab Resale Program Trust Fund (hereinafter called the County) or its successors the sum of

(_____).

It is agreed and understood by the undersigned and the County that repayment of this loan is deferred while the undersigned remains the owner (in fee simple or as purchaser under land contract) and resides at the above property. Transfer of the ownership interest or cessation of residency by moving from the property, shall constitute a default of the deferment agreement and cause the full amount as prescribed below, to become due and payable. Failure of the County to exercise this option shall not constitute a waiver of the default.

Loan Amount: \$_____

The amount of funds to be forgiven will be based on the following:

First five years.....0% forgiven
Sixth Year through fifteenth year.....10% forgiven on an annual basis

IN THE EVENT the undersigned defaults in any of the terms of this Note, the principal amount of the Note shall become due and payable. The County, at its option, may prepare an alternative promissory note requiring monthly payments of principal under such conditions as it deems best.

The undersigned shall have the right to reject the alternative Note by paying the principal amount of this Note within 30 days of the default. Failure of the undersigned to pay the principal amount of this Note or to execute an alternative Note within 30 days of the default shall constitute a breach of this Note and the County may proceed to suit to recover on this Note.

IN THE EVENT of defaults in any of the terms of this grant agreement, the undersigned may also be required to pay costs of collection expenses, if any, including attorney's fees and legal expenses.

THIS NOTE is secured by a Mortgage Lien duly filed for record with the Register of Deeds, Genesee County, Michigan.

[SIGNATURE PAGE FOLLOWS]

_____ day of _____, 2024.

GENESEE COUNTY
DEREK BRADSHAW, DIRECTOR
GENESEE COUNTY METROPOLITAN PLANNING
COMMISSION

NOTARY FOR GENESEE COUNTY

On this _____ day of _____, 2024, before me, a Notary Public in and for said County, personally appeared _____, known to me to be the person(s) described in and who executed the within Mortgage, and then acknowledged the execution thereof to be their own free act and deed.

Notary Public, State of Michigan, County of Genesee
My Commission Expires: _____
Date Notarial Act Performed: _____

STATE OF MICHIGAN))SS
COUNTY OF GENESEE)

On this _____ day of _____, 2024, before me, a Notary Public in and for said County, personally appeared _____, known to me to be the person(s) described in and who executed the within Mortgage, and then acknowledged the execution thereof to be their own free act and deed.

Notary Public, State of Michigan, County of Genesee
My Commission Expires: _____
Date Notarial Act Performed: _____

**GENESEE COUNTY NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
& NEIGHBORHOOD PURCHASE REHAB RESALE PROGRAM (NPRR)
GAP FINANCING PROPERTY MORTGAGE LIEN**

This LIEN evidences a Neighborhood Stabilization Program (NSP) or Neighborhood Purchase Rehab Resale Program (NPRR) repayable loan made by the Mortgagee for the exclusive purpose of assisting the Mortgagor(s) with Gap Financing for the property as described below.

THIS INDENTURE, made this ____ day of _____, 2024

WITNESSETH _____, a _____, whose address is _____, hereinafter referred to as the Mortgagor, hereby mortgages and warrants to Genesee County, 1101 Beach St., Room 111, Flint, MI 48502, hereinafter referred to as Mortgagee, the following described lands and premises situated in the _____, County of Genesee and State of Michigan, viz:

Tax Parcel No: _____

Legal description: _____

Commonly known as: _____

together with all tenements, hereditaments, and appurtenances now and hereinafter thereunto belonging to secure the repayment of:

_____ dollars and _____ cents (\$_____.),

interest of zero percent (0%) per annum, payable according to the terms of a promissory note of even date hereof; and the Mortgagor further covenants:

- (1) Per Genesee County Metropolitan Planning Commission NSP and NPRR Program Resale Provisions,
 - (a) The amount funded under the mortgage and note will be forgiven at the end of fifteen years provided the Mortgagor (homebuyer) has owned and occupied the house throughout the fifteen-year period. The amount of funds to be forgiven will be based on the following:

First five years.....0% forgiven
Sixth Year through fifteenth year.....10% forgiven on an annual basis
 - (b) The loan will be recaptured if the Mortgagor sells the home within the fifteen-years of affordability period. The down payment, principal payments and capital improvements made by the Mortgagor (homebuyer) since purchase will be calculated. The amount of funds to be recaptured will be based on the following:
 - (i) If the sum of these investments plus the amount due the Mortgagee, equals or is less than the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first, with full remainder being paid to the Mortgagee.
 - (ii) If the sum of these investments plus the amount due the Mortgagee, exceeds the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first. If there are funds remaining to be paid back to the mortgagee after payment of the first mortgage, the remainder will be paid back to the Mortgagee. The amount would be considered payment in full.
 - (iii) If the sum of these investments plus the amount due the Mortgagee, exceeds the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first. If there are no funds remaining to be paid back to the Mortgagee after payment of the first mortgage, such an amount would be considered payment in full.
- (2) In cases where the Mortgagor (homebuyer) violates the terms and conditions of the mortgage and/or note, (e.g. uses the property for rental purposes or the property is no longer the mortgagor(s) principal residence) the entire amount of NSP or NPRR financial assistance shall be due. Mortgagee reserves the right to require full repayment of the amount of NSP or NPRR assistance.
- (3) Mortgagee acknowledges that there is a lien prior to this Property Lien. If Mortgagor (homebuyer) refinances, the Mortgagor may do so if the refinance is for reducing the mortgage payments and not for consolidation of credit card obligations, bills or for obtaining property home equity. If this

This Lien is junior to the mortgage liens of _____

SIGNED AND DELIVERED by the Mortgagor to Mortgagee on the day and year first above written.

MORTGAGOR: _____

On this _____ day of _____, 2024, before me a Notary Public in and for said County, personally appeared **Derek Bradshaw** who being by me sworn, did acknowledge and say that he is the **Director** of the Genesee County Metropolitan Planning Commission and that he is authorized to sign this agreement.

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**Genesee County Neighborhood Stabilization Program (NSP)
& Neighborhood Purchase Rehab Resale Program (NPRR)
Lender Checklist**

Information to be submitted by Lender to Verify Borrower's Eligibility:

- Purchase Agreement
- Homebuyer Counseling Certificate (verification of 8 hours of homebuyer counseling)
- Verification of employment
- Two months current check stubs
- Appraisal
- Loan Estimate
- Last two years of W-2 tax information
- Loan Application
- Bank/Lender Approval letter
- Request Form (showing amount of funding being requested)
- Genesee County NSP or NPRR Application

The aforementioned documentation must accompany your funding request in order for your file to be reviewed by our office.

**GENESEE COUNTY NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
And NEIGHBORHOOD PURCHASE REHAB RESALE (NPRR)
DOWN PAYMENT ASSISTANCE**

REQUEST FOR FUNDING

Name of Financial Institution: _____
Address: _____

Name of Homebuyer: _____
Property Address: _____

PAYMENT REQUEST	
Total Required Closing Costs/Pre-Paid:	_____
Amount of Closing Costs/Pre-Paid Requested:	_____
 Total Required Down Payment:	 _____
Amount of Down Payment Requested:	_____
 Total Gap Financing Requested:	 _____
 Total Amount Requested:	 \$ _____

Lender must supply a copy of the following information as an attachment to the payment request:

- * Closing papers (final to be sent with lien & Promissory Note)
- * Lien & Promissory Note (to be submitted within 10 days of closing)

Prepared By: _____
Date: _____

Staff Approved: _____
Date: _____

ACKNOWLEDGEMENT

SUBORDINATION POLICY
Genesee County
Neighborhood Stabilization Program (NSP)
& Neighborhood Purchase Rehab Resale Program (NPRR)

The Genesee County Metropolitan Planning Commission, Community Development Program, acting in accordance with policies established by the Genesee County Board of Commissioners, is prohibited from subordinating its lien on a property assisted with Genesee County Neighborhood Stabilization Program or Neighborhood Rehab and Resale Program funding, when that subordination will result in a situation where the total debt attached to the property exceeds 80% of that property’s appraised value.

I fully understand and abide by all the provisions of this policy and acknowledge that these stated requirements were fully explained to me by the mortgage processor at the appointed time of closing.

Homebuyer Signature: _____

Mortgage Processor Signature:_____

Date: _____

Attachment B

In the event that the County is asked to take an action on the disposition of a Neighborhood Stabilization Program or Neighborhood Purchase Rehab Resale Program lien for any reason other than the original agreement, then the following shall be delivered to the Genesee County Community Development Office:

A written request from the Mortgagor (Homebuyer), including an explanation why the action requested is both necessary and reasonable.

Documentation supporting the request must include:

- *A current title search (with taxes)
- *A current formal property appraisal
- *A summary statement of all outstanding indebtedness against the property
- *A copy of the subject purchase agreement, loan application, or mortgage commitment.

NOTE: The total proposed indebtedness, including the mortgage/lien held by Genesee County, cannot exceed 80% of the appraised value. Cash out is not allowed. Genesee County will not subordinate in reverse mortgage transactions.

Upon receipt of the above, a recommendation and request for action will be presented to the Director-Coordinator of the Genesee County Metropolitan Planning Commission. Please allow two weeks for processing.

If approved, there will be a \$50.00 processing fee to be paid upon pick up of the subordination document.

Should you have any questions regarding this memorandum, please contact Ms. Sheila Taylor at (810) 257-3010.

EXHIBIT D

Exhibit D contains the following information:

Income Chart (as example only, income limits may change)
Maximum Purchase Price Limits

FY 2024 MEDIAN FAMILY INCOME FOR FLINT AND GENESEE COUNTY -- \$78,300

MAXIMUM INCOME LIMITS

Household Size	30% Extremely Low Income	50% Very Low Income	60% Low Income	80% Moderate Income
One Person	\$16,750	\$27,900	\$33,480	\$44,600
Two Person	\$20,440	\$31,850	\$38,220	\$51,000
Three Person	\$25,820	\$35,850	\$43,020	\$57,350
Four Person	\$31,200	\$39,800	\$47,760	\$63,700
Five Person	\$36,580	\$43,000	\$51,600	\$68,800
Six Person	\$41,960	\$46,200	\$55,440	\$73,900
Seven Person	\$47,340	\$49,400	\$59,280	\$79,000
Eight Person	\$52,550	\$52,550	\$63,060	\$84,100

Released by HUD 5.01.24

FHA Mortgage Limits - Genesee County, Michigan

The following table is an Example of Current FHA Mortgage Limits for Genesee County, Michigan and is provided only as an example. Mortgage limits are constantly updated. Please refer to HUD's website for current FHA Mortgage Limits.

MSA Name	County Name	State	One-Family	Two-Family	Three-Family	Four-Family	Median Sale Price	Last Revised	Limit Year
FLINT, MI	GENESEE	MI	\$498,257	\$637,950	\$771,125	\$958,350	\$155,000	01/01/2024	CY2024

RECIPIENT CHECKLIST FOR DETERMINING IF THE ENTITY RECEIVING FUNDS HAS A CONTRACTOR OR SUBRECIPIENT RELATIONSHIP

This document is intended to help a recipient of federal funds make a judgment as to whether each agreement it makes, for the disbursement of federal program funds, casts the entity receiving the funds in the role of a subrecipient or a contractor. Based on 2 CFR Chapter I, Chapter II, Part 200 et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), issued by the U.S. Office of Management and Budget (OMB) on December 26, 2013, and effective for non-federal entities on December 26, 2014, the following information is intended for use by all non-federal entities.

Important Terms:

Recipient: A non-federal entity that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term recipient does not include subrecipients. (See 2 CFR 200.86 of the Uniform Guidance.)

Subrecipient: A non-federal entity that receives a subaward for the purpose of carrying out part of a federal award. The subaward creates a federal assistance relationship with the subrecipient. (See 2 CFR 200.93 & .330 (a) of the Uniform Guidance.)

Contractor: A non-federal entity that receives a contract for the purpose of providing goods and services for the awarding non-federal entity's own use. The contract creates a procurement relationship with the contractor. The Uniform Guidance replaced the term "Vendor" with "Contractor." (See 2 CFR 200.22 & .330 (b) of the Uniform Guidance.)

Instructions: The "Characteristics" column in this checklist is based on language in the Uniform Guidance. The column lists characteristics that support the classification of a non-federal entity as a subrecipient or contractor. Since all of the characteristics listed may not be present in all cases, the Uniform Guidance recognizes that the recipient "...must use judgment in classifying each agreement as a subaward or a procurement contract." (2 CFR 200.330 (c).) In the "Explanations" column, AGA provides additional information to assist in answering the questions under "Characteristics." Answer each question by checking "yes" or "no" where indicated. Based on responses to the questions, a key provided at the end of each section will help in making a judgment as to whether a subrecipient or contractor relationship exists. White space is provided in between the "Characteristics" column and the "Explanation" column so that users can tailor this checklist to accommodate the unique aspects of various programs or jurisdictions.

Note: One check in a subrecipient box does not necessarily mean the entity is a subrecipient. A judgment should be based on the totality of responses.

Office GCMPC
Entity receiving funds Genesee County
Funding Source(s) US Department of Housing & Urban Development

Notes:

CHARACTERISTICS

EXPLANATIONS

Decision Making Authority

200.330 a. 1 Determines who is eligible to receive what Federal assistance;

a. Does the entity determine who is eligible to participate in the federal program?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

200.330 a.3 Has responsibility for programmatic decision making;

a. Does the entity have the ability to make decisions about how services will be delivered to participants, in accordance with federal programmatic requirements?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

OR

200.330 b.4 Provides goods or services that are ancillary to the operation of the Federal program;

b. Does the entity provide goods or services for the recipient's own use?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

b. Does the entity provide services designated by the recipient to serve the recipient's participants without regard to specific federal programmatic requirements?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you selected "yes" to **EITHER** item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to **EITHER** item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the entity determines whether a participant meets a federal program's eligibility requirements for assistance, it is most likely a subrecipient.

A contractor may provide services to clients in a program after eligibility has been determined by the recipient.

If the entity has authority to make decisions regarding the delivery of service, operations, or types of assistance provided within the terms of the agreement, it is typically a subrecipient.

If the entity provides goods or services directly to the recipient or to program participants at the direction of the recipient and does not make programmatic decisions or adhere to program requirements, it is typically a contractor.

Nature of Award

200.330 a. 2 Has its performance measured in relation to whether objectives of a federal program were met;

a. Are the scope of work (or portion, if applicable) and terms and conditions of the agreement the same for the entity as they are for the recipient that received the federal funds?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

a. Is the entity carrying out completion of the goal of the grant (or part, if applicable) as stated in the federal award?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

OR

200.330 b.5 Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

b. Does the recipient develop the scope of work and terms and conditions of the agreement to meet the recipient's needs?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you selected "yes" to **EITHER** item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the entity is providing a service for the recipient to meet the goal of the grant, it is a contractor; if the entity is providing a service that carries out a goal within the scope of the grant, it is a subrecipient. When a grant program contains multiple goals, it is possible for the recipient to complete part of the goals and for the entity to perform another part.

If the scope of the agreement is per the federal program terms/guidance, the entity is a subrecipient. A subrecipient may also provide programmatic or progress reports to ensure compliance with federal program requirements.

Conversely, if the scope of the agreement is per the recipient's terms and not federal program guidance, and if the recipient's oversight is governed only by the contract terms and conditions, it is a contractor.

200.330 a.4 Is responsible for adherence to applicable Federal program requirements specified in the Federal award;

a. Funding to the entity depends on the entity's ability to best meet the objectives of the award. Although performance is measured against federal award objectives, the entity assumes little risk if the objectives are not met.

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

OR

200.330 b.5 Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

b. The entity assumes financial risk if they fail to deliver the goods or services agreed upon.

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you selected "yes" to item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the funding is given to the entity with a purpose of completing the goal of the grant, the recipient will be required to ensure the entity adheres to federal grant program guidance. The recipient will also be required to monitor the activities of the entity per Uniform Guidance section 200.331. The entity assumes little risk should federal grant guidance not be met. The risk falls with the recipient.

If the recipient directs specific activities to be completed by the entity, by providing goods or services, the risk falls on the entity to deliver, per the agreement terms. In this case, the entity would not be required to adhere to the federal grant program requirements, just the terms and conditions in the agreement with the recipient.

Criteria for Selection

EXPLANATIONS

200.330 a.5 In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

a. Does the entity demonstrate a financial or public need for funding to carry out a project or provide a service?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

a. Will the entity be contributing match or other non-Federal funding in support of the award?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

a. Will the entity be reimbursed for only actual costs incurred?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

OR

200.330 b.3 Normally operates in a competitive environment;

b. Were procurement policies applied in the selection of the entity?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

b. Was the entity's proposed price a factor in the selection process?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

b. Will the entity derive a profit from the agreement?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you selected "yes" to **ANY** item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to **ANY** item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the entity was chosen because it has the best widgets or service for the price, it has a contractor relationship with the recipient. Typically, a procurement method is followed, such as a competitive bid or RFP process. In this type of agreement, the entity usually makes a profit by delivering this good or service to the recipient. Payments to contractors are typically made based on contract terms.

Conversely, if the entity was chosen because it was already providing a service within the guidelines of the grant program and wants to partner with the recipient to expand the delivery or assist in meeting the goal of the grant, it may be a subrecipient. Typically, the entity may not make a profit and may provide its own non-federal funding as match or cost sharing. The entity may have been chosen through an application process or an announcement of funding, as opposed to the procurement process described above. Payment to a subrecipient is generally based on actual expenses unless awarded on a fixed amount subaward (2 CFR 200.332). It is typical of subrecipients to submit budgets, financial reports, or copies of invoices to the recipient, to document activity.

Entity's Business Environment

EXPLANATIONS

200.330 b.1 Provides the goods and services within normal business operations;

b. Is the entity's normal business to provide the goods or services being purchased in the agreement?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

200.330 b.2 Provides similar goods or services to many different purchasers;

b. Does the entity provide the same goods or services to other organizations?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you selected "no" to **EITHER** item, it is an indicator of a subrecipient relationship.
If you selected "yes" to **BOTH** items, it is an indicator of a contractor relationship.

Subrecipient	Contractor
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If a federal program provides funding to modify public buildings for handicapped accessibility and the recipient provides funds to an entity to update the entity's building, per the terms of the award, then a subrecipient relationship exists.

Conversely, if the recipient hires an entity to update their own building to be handicapped accessible, then a contractor relationship exists.

Determination

EXPLANATIONS

Final Determination

Subrecipient	Contractor
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Review all the entries and make an overall determination of the relationship. **Check the appropriate box in this section.**

Determined by Anthony Kelly
(enter name of person initially making decision)

11/5/24
(date)

Approved by Sheila Taylor
(enter name of person reviewing)

11/5/24
(date)

*Based on the relationship determined above, see additional guidance on requirements governing agreements.
Section 200.331 - "Requirements for pass-through entities," for subrecipient agreements,
Section 200.317 through 200.326 - "Procurement Standards," for contractor agreements.*



LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: ☐ (Go to Question 2)

No: ☒ (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: ☐ This project requires a contract, skip to the contracts section.

No: ☐ (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes: ☐

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No: ☐

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: ☒ This project requires a contract, skip to the contracts section.

No: ☐ Contact Corporate Counsel office prior to submitting into Legistar.

CONTRACTS

* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.

1) Is this a new contract or a renewal/extension? New Contract

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: ☐ (Go to Question 3)
- b. Grant Funded: ☒ (Go to Question 4)
- c. Millage Funded: ☐ (Go to Question 5)

3) What is the vendor providing?

- a. Services: ☒
- Use the **Professional Service Contract Template**
- b. Construction/Physical Building Altercation/Remodel ☐
- If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact Corporate Counsel prior to submitting into Legistar.

* To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. *

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact Corporate Counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: ☒ No: ☐

- a. If **yes** - contact Corporate Counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by Corporate Counsel since August 1, 2023?

If **yes**, use the template/previous agreement.

If **no**, contact Corporate Counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: ☐ No: ☒

- a. If yes, submit the contract to Corporate Counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (Fiscal Services, Purchasing, Risk Management, or Corporate Counsel) to address your question prior to submission into Legistar.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 265 Exchange Drive, Suite 108 Crystal Lake IL 60014	CONTACT NAME: PHONE (A/C. No. Ext): 847-458-9900 E-MAIL ADDRESS:	FAX (A/C. No): 847-458-7266
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hartford Underwriters Insurance Company		30104
INSURED Preston Home Loans Inc 1537 E Hill Rd Suite 100 Grand Blanc MI 48439	PRESHOM-08	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1238982787**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	83SBAV2Y27	1/3/2024	1/3/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Employment Practices Liability			83SBAV2Y27	1/3/2024	1/3/2025	Each Claim Limit \$25,000 Annual Aggregate Limi \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder as an additional insured.

CERTIFICATE HOLDER**CANCELLATION**

Genesee County

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 265 Exchange Drive, Suite 108 Crystal Lake IL 60014		CONTACT NAME: PHONE (A/C, No, Ext): 847-458-9900 E-MAIL ADDRESS:		FAX (A/C, No): 847-458-7266
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Aspen Specialty Insurance Company		10717
INSURED Preston Home Loans Inc 1537 E Hill Rd Suite 100 Grand Blanc MI 48439		PRESHOM-08		
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 352006630**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability with E&O			ASMB00408524	2/11/2024	2/11/2025	Limit of Liability
A	Fidelity Bond			ASMB00408624	2/11/2024	2/11/2025	Limit of Liability \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder as loss payee
Professional Liability Deductible: \$15,000
E&O Deductible: \$15,000
Fidelity Bond Deductible: \$15,000

CERTIFICATE HOLDER**CANCELLATION**

Genesee County

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
 - (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
 - (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
 - (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

 - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.



ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Designated Person Or Organization

- a. The person(s) or organization(s) shown in the Declarations as Additional Insured – Designated Person Or Organization is also an additional insured, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (1) In the performance of your ongoing operations; or
 - (2) In connection with your premises owned by or rented to you.
- b. If coverage provided to these additional insureds is required by a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, the insurance afforded to these additional insureds will not be broader than that which you are required by the contract, agreement, or permit to provide for these additional insureds.
- c. The insurance afforded to these additional insureds only applies to the extent permitted by law.

B. With respect to the insurance afforded such additional insured(s) by this endorsement, the following additional exclusion is added to Section B. EXCLUSIONS:

This insurance does not apply to “bodily injury” or “property damage” included within the “products-completed operations hazard”.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1552

Agenda Date: 1/8/2025

Agenda #: 3.

To: Dr. Beverly Brown, Community & Economic Development Committee Chairperson

From: Derek Bradshaw, Director

RE: Approval to enter into agreements with Staunton Financial, Inc. for the purpose of providing down payment assistance to eligible Home Investment Partnerships, Neighborhood Stabilization Program (NSP), and Neighborhood Purchase Rehab Resale Program (NPRR) homebuyers

BOARD ACTION REQUESTED:

Staff is requesting approval to enter into agreements with Staunton Financial, Inc. for the purpose of providing down payment assistance to eligible Home Investment Partnerships, Neighborhood Stabilization Program and Neighborhood Purchase Rehab Resale Program homebuyers. Staff is requesting the agreements be signed by Genesee County Board Chairperson, James Avery, with approval for Derek Bradshaw to sign the mortgage and lien documents.

BACKGROUND:

Genesee County Metropolitan Planning Commission staff works with local lenders to provide down payment financial assistance to qualified home homebuyers. Under the Neighborhood Stabilization Program and Neighborhood Purchase Rehab Resale Program funding, newly rehabilitated homes are sold to eligible households. The HOME Down Payment Assistance (DPA) Program's goal is to assist very low, low-and moderate-income families achieve homeownership. Home DPA provides up to \$10,000 in down payment and closing cost assistance to each eligible homebuyer.

DISCUSSION:

All lending institutions that wish to participate in the Down Payment Assistance programs go through a review process by staff and must have a formal agreement with Genesee County. This ensures that local lenders are aware of, and in compliance with the federal regulations and that Genesee County's assistance program is followed correctly by the lender's underwriters.

IMPACT ON HUMAN RESOURCES:

No impact on Human Resources.

IMPACT ON BUDGET:

HOME, NSP 1&3, NPRR funding is in the current budget.

IMPACT ON FACILITIES:

No impact on facilities.

IMPACT ON TECHNOLOGY:

No impact on technology.

CONFORMITY TO COUNTY PRIORITIES:

This meets Genesee County's priority of healthy, livable & safe communities. This funding would help provide better homeownership opportunities for first time homebuyers in Genesee County.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of Planning to authorize entering into Lender Agreements between Genesee County and Staunton Financial, Inc., for the purpose of providing down payment assistance to eligible Home Investment Partnerships (HOME), Neighborhood Stabilization Program (NSP), and Neighborhood Purchase Rehab Resale (NPRR) homebuyers, and approving the Director of Planning to sign the homeowner's mortgage and lien documents, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the January 8, 2025 meeting of the Community and Economic Development Committee of this Board), the Chairperson of this Board is authorized to execute the Agreements, and the Director of Planning is authorized to execute the mortgage and lien documents on behalf of Genesee County.

AGREEMENT
FOR
Home Investment Partnerships Program (HOME) Down Payment Assistance

THIS AGREEMENT entered into this _____ day of _____, 2024, between the County of Genesee, A MUNICIPAL CORPORATION, acting by and through its Community Development Program, located at Room 111, County Administration Building, 1101 Beach Street Flint, Michigan 48502-1470, hereinafter referred to as the "County" and **Staunton Financial, Inc.** located at, 26261 Evergreen Road #510, Southfield, MI 48076 hereinafter, referred to as the "Lender."

WITNESSETH:

WHEREAS, the County has applied for and received funds from the U.S. Department of Housing and Urban Development ("HUD"), under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (the "Act"), and hereby offers financial assistance to eligible homebuyers to acquire affordable homes in accordance with the requirements of Section 24, Code of Federal Regulations (CFR), under Home Investment Partnerships (HOME) Program, as set forth in Parts 91 and 92; and

WHEREAS, the purpose of the County HOME Program is to assist very low, low and moderate income families achieve homeownership; and

WHEREAS, the HOME Program promotes the development and strengthening of partnerships between the County and local financial institutions; and

WHEREAS, the Lender is a primary home mortgage lender, and the County and Lender desire to expand the availability of decent, safe, sanitary and affordable housing for very low, low and moderate income families by coordinating their activities under the methods and procedures set forth herein; and

WHEREAS, the Lender agrees that the terms and conditions set forth herein are a reasonable and appropriate means to assure the use of funds in compliance with the Act, the Authority's General Rules, the provisions of 24 CFR Parts 91 and 92; and

WHEREAS, the above stated objectives of the County HOME Program are consistent with objectives of the Lender, the two parties have therefore, entered into this agreement for the purpose of providing down payment assistance to qualified homebuyers.

NOW, THEREFORE, the County agrees to provide the Lender a maximum of ten thousand dollars (\$10,000) for each eligible homebuyer, for the purposes incorporated herein; and in consideration of the mutual covenants and promises set forth herein, the parties hereto agree as follows:

1. The Lender agrees to implement the HOME Program, more specifically described in Exhibit "A," attached hereto and incorporated herein, subject to limitations set forth therein and terms and conditions set forth in 24 CFR Parts 91 and 92. (Exhibit "B")
2. The Lender agrees to conduct marketing outreach of the HOME Program to low income families; residents and tenants of public housing and manufactured housing and mobile home park tenants; and families receiving assistance from public housing agencies.
3. The Lender agrees to determine eligibility and underwrite the Loan Application Package and shall forward to the County HOME Program and to the potential homebuyer, written notice of loan approval. Also, the Lender agrees to contact Genesee County to determine the availability of funds remaining in the HOME Program prior to final loan approval.
4. The lender agrees to provide certification that all homes to be assisted with HOME Program funds have been inspected by a licensed appraiser. Genesee will complete a certified Housing Quality Standards inspection and certify that the home meets Housing Quality Standards, upon the execution of the purchase agreement and payment of mortgage application fee.
5. The Lender agrees to provide each homebuyer with referrals to HUD approved Housing Counseling Agencies and to provide the County with referral documentation. (Exhibit "C")

6. The Lender agrees to process, document, and fund Buyer's first mortgage for the Program in all cases where Loan Application Packages have been approved by the Lender, according to all applicable laws, regulations, and Lender policies and procedures.
7. The Lender agrees to assure the signing of a second mortgage/lien in the amount of the HOME assistance, payable to the Genesee County HOME Investment Trust fund by way of the closing agent.
8. The County agrees that the second mortgage shall be subordinate to the mortgage/lien of the Lender.
9. In the event that the home is sold or that the owner ceases using the home as his/her principal residence, the owner understands, pursuant to agreement, that he would be responsible to pay the HOME Program consideration which he received, to the Genesee County HOME Investment Trust Fund. This shall be enforced with the use of a lien.
10. The Lender agrees to submit documents to include: certification of client income; loan application 1003; Closing Disclosure; property appraisal; along with request to the County for payment of the DPA at a minimum of 14 days prior to the loan closing. Upon receipt of all required documentation, the County agrees to prepare a payment and second mortgage documents that will be provided for the loan closing.
11. The County agrees to subsidize an amount up to ten-thousand dollars (\$10,000) per approved mortgage, said sum to be used for down payment; prepaid taxes and insurance; interest rate buy down to qualifying homebuyer; and/or closing costs based on available HOME funds.
12. The County agrees to immediately notify the Lender upon exhaustion of available HOME funds.
13. The County assumes no credit risk for any loan made under the Program and shall not be liable or responsible in any manner for repayment of a loan in the event of a borrower's default on the promissory note with the Lender.
14. The term of this Agreement shall be for three years from the Genesee County Board of Commissioners approval date. This Agreement may be amended, so long as such amendment is in writing and agreed upon by both Genesee County and Lender.
15. This contract may be terminated by the County for reasons of diminution of funds, or any reason related to changing the objectives of the Genesee County Metropolitan Planning Commission, the HOME Program, or the Lender, by giving the other party fourteen (14) days prior notice of the effective date of termination. Further costs and liabilities associated with this Agreement will no longer be incurred on or after that effective date of termination.
16. The Lender shall assure that homebuyer does not exceed 80% of the current Flint and Genesee County median family income, pursuant to 24 CFR Parts 91 and 92.2. (Exhibit "D").
17. This agreement shall be governed by the laws of the State of Michigan.

STAUNTON FINANCIAL, INC

GENESEE COUNTY

Date

Date

By: Name:
Title:
Staunton Financial, Inc.

By: Derek Bradshaw
Director
Genesee County Metropolitan Planning
Commission

By: James Avery, Chairperson
Genesee County Board of Commissioners

NOTARY FOR THE COUNTY OF GENESEE

State of Michigan)
§
County of Genesee)

On this _____ day of _____ 2024, before me a Notary Public in and for said County, personally appeared **Derek Bradshaw, Director**, who being by me sworn, did acknowledge and say that he is authorized to sign this agreement.

PRINTED NAME OF NOTARY
Notary Public, State of Michigan
County of Genesee
My Commission Expires:
Date Notarial Act Performed: _____

NOTARY FOR STAUNTON FINANCIAL, INC

State of _____)
§
County of _____)

On this _____ day of _____ 2024, before me a notary public in and for said County, personally appeared _____ who being by me sworn, did acknowledge and say that he/she is authorized to sign this agreement.

PRINTED NAME OF NOTARY: _____
Notary Public, State of Michigan, County of _____
My Commission Expires: _____
Date Notarial Act Performed: _____

EXHIBIT A

A maximum of ten thousand dollars \$10,000 per approved mortgage, in HOME Program funds may be available to the Lender to assist eligible buyers to purchase eligible homes. Additional funds may be made available upon request by lender and concurrence of County. The criteria are as follows:

1. PROGRAM ELIGIBILITY

Homebuyers eligible for assistance under the Program covered by this Agreement shall:

- Have an annual household income based on household size not to exceed 80% of the current median family income for Genesee County.

2. PROPERTY ELIGIBILITY

Property eligible for assistance under the Program covered by this Agreement shall:

- Be single family housing to include: one to four family residences; condominium units; cooperative units; combination of housing and lots or manufactured housing lots located in Genesee County outside the Cities of Clio, Davison, Flint and the Villages of Lennon and Otter Lake
- Be the principal residence of the homebuyer
- Have a value not to exceed 95% of Genesee County's current median purchase price as established by HUD based on Section 203(b) Single Family Mortgage Limits. (Exhibit "D")
- Meet the Housing Quality Standards as set forth in 24 CFR Part 91 and 92.251
- Pass a lead-based paint visual assessment

3. PROJECT COSTS

The County subsidy may be used for the following eligible costs:

- (1) Acquisition costs - The cost of acquiring single family housing.
- (2) Related soft costs - Reasonable and necessary costs incurred by the homebuyer or participating jurisdiction and associated with the financing of single family housing acquisition and rehabilitation. These costs include, but are not limited to:
 - (i) Costs to process and settle the financing for purchase of a home, such as private lender origination fees, credit report fees, fees for title evidence, fees for recordation and filing of legal documents, attorney fees, and private appraisal fees.
 - (ii) Architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups.
 - (iii) Costs to provide information services, such as fair housing information to prospective homeowners.
 - (iv) Staff and overhead costs directly related to carrying out the project, such as work specifications preparation, loan processing inspections, and other services related to assisting a potential homebuyer (e.g. housing counseling), which may be charged to project costs only if the individual purchases single family housing with HOME assistance.
 - (v) Costs of environmental review and release of funds (in accordance with 24 CFR part 58) that are directly related to the project.
 - (vi) Ineligible costs - HOME funds under this Agreement may not be used for the development costs (hard costs or soft costs) of new construction of housing for rental purpose.

EXHIBIT B

HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) FEDERAL REQUIREMENTS

The Lender hereby assures and certifies compliance with the statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the HOME Investment Partnerships Program (HOME) as implemented pursuant to the regulations contained in 24 CFR Parts 91 and 92. The Genesee County Metropolitan Planning Commission through the Community Development Program, is administering this Program on behalf of the County of Genesee. These certifications and assurances shall include the following:

- A. The Lender shall use HOME Program funds for activities and costs defined as "such" under 24 CFR Part 92.602. (Exhibit "A")
- B. The Lender shall comply with the requirements of Executive Order 11063 24 CFR 107: 24 CFR 1 and 24 CFR 100 relating to Equal Opportunity in Housing, Fair Housing, and pertaining to the Title VI Civil Rights Act of 1964 regarding nondiscrimination in Federal programs.
- C. The Lender shall assure that the value of the property shall not exceed 95% of Genesee County's current Median purchase price as established by HUD based on Section 203(b) Single Family Mortgage Limits and pursuant to 24 CFR Parts 91 and §92.254. (Exhibit "D")
- D. The Lender shall assure that the property purchased is the owner's principal residence pursuant to 24 CFR Parts 91 and §92.254.
- E. The Lender shall provide certification that the property meets the Housing Quality Standard as set forth in 24 CFR Parts 91 and §92.251, pursuant to an inspection by Genesee County.
- F. The Lender shall assure that housing assisted with HOME funds meet affordability requirements contained in 24 CFR §92.254(a) and (c).
- G. The Lender acknowledges and agrees that it shall be subject to the sanctions set forth in HOME Regulations 24 CFR 92, if determined to be applicable by the County.
- H. The Lender shall comply with Conflict of Interest provisions in the procurement of property and services according to 24 CFR §85.36 and OMB Circular 110.
- I. The Lender shall provide certification of a second lien payable to Genesee County HOME Investment Trust.

EXHIBIT C

Exhibit C contains the following information:

- Reimbursement Request Form
- Lead Based Paint Visual Assessment Form
- Genesee County Property Lien
- Genesee County Subordination Policy
- Deferred Payment Loan Promissory Note
- HUD Approved Housing Counseling Agencies

HOME INVESTMENT PARTNERSHIPS (HOME)
DOWNPAYMENT ASSISTANCE LOAN PROGRAM
REQUEST FOR FUNDS

HOME Project # (for office use)	_____
Bank Account # (for office use)	_____

Name of Financial Institution:	_____
Address:	_____

Name of Homebuyer:	_____
Property Address:	_____

PAYMENT REQUEST	
Closing Cost:	_____
Down payment Assistance:	_____
Prepays:	_____
TOTAL REQUEST:	_____
Waived Fees:	_____
Origination:	_____

Lender must supply a copy of all required documents with the payment request:

- | | |
|--|---|
| • Purchase Agreement | • Bank/Lender Approval letter |
| • Homebuyer Counseling Certificate for 8 hours | • Verification of Employment (a current month of check stubs for employed members of the household) |
| • Appraisal | • Verification of income other than employment (child support, SSI, etc.) |
| • Good Faith Estimate | |
| • Loan application | |
| • Last two years of W-2 tax information | |

Prepared By:	_____
Date:	_____
Staff Approved:	_____
Date:	_____

Lead Based Paint Visual Assessment Form

Property Address _____

Please circle the correct response:

1.

Was the dwelling unit built before 1978?

Yes No
2.

Has a visual assessment been conducted of all paint surfaces to identify all of the deteriorated paint?

Yes No
3.

Does paint stabilization need to occur?

Yes No
4.

If so, when did the paint stabilization occur? Date: _____

I have identified and inspected all paint surfaces and have not identified any deteriorated paint surfaces in this dwelling unit.

Signature: _____

Date: _____

Section 8 Inspector

I have stabilized all deteriorated paint surfaces in this dwelling unit.

Signature: _____

Date: _____

Lead Based Paint Supervisor

I have completed a clearance test and have determined that the dwelling unit passes inspection

Signature: _____

Date: _____

Certified Inspector\Risk Assessor

**GENESEE COUNTY HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM
PROPERTY MORTGAGE LIEN**

This Mortgage LIEN is in conjunction with a HOME Investment Partnerships Act Down Payment Assistance Program repayable loan made by the Mortgagee for the exclusive purpose of assisting the Mortgagor with down payment and/or closing costs for property as described below.

WITNESSETH BY THIS INDENTURE, made this _____ day of _____, **2024**,

By _____, a _____, _____, Michigan, _____, hereinafter referred to as the Mortgagor, hereby mortgages and warrants to Genesee County, through its Genesee County Metropolitan Planning Commission, Community Development Program, HOME Investment Trust Fund, Room 111, Genesee County Administration Building, 1101 Beach Street, Flint, Michigan 48502-1470, hereinafter referred to as Mortgagee, the following described lands and premises situated in the _____, County of Genesee and State of Michigan, viz:

Tax Parcel No.:

Legal Description:

Commonly known as:

Together with all tenements, hereditaments, and appurtenances now or hereinafter thereunto belonging, to secure the repayment of:

_____ (\$ _____)

with interest of zero percent (0%) per annum, payable according to the following terms of a promissory note of even date; and the Mortgagor further covenants:

- (1) The Genesee County HOME Investment Partnerships Act Down Payment Assistance Program will require an affordability period of 5 years beginning with the date of the Agreement.
- (2) That Mortgagor(s) will not sell, transfer, rent or otherwise alienate the above-described premises for a period of five (5) years from the date hereof. If Mortgagor(s) sells, transfers, rents or otherwise alienates the said premises, Mortgagor(s) shall be in default of this Mortgage and Loan Agreement and the full amount shall be due to Mortgagee.
- (3) In cases where the Mortgagor (Homebuyer) violates the terms and conditions of the mortgage and/or note, (e.g.) uses the property for rental purposes or the property is no longer the Mortgagor(s) principal residence, the entire amount of HOME financial assistance shall be due. In cases where the aforesaid property is foreclosed upon, the net proceeds, if any, from the foreclosure sale will be recaptured and deposited into the HOME Investment Trust Fund. The Mortgagee shall forgive and release Mortgagor from payment five (5) years from the date hereof.
- (4) Where net proceeds of the sale are insufficient for the Mortgagor (Homebuyer) to repay the full amount of this lien and the Homebuyers capital investments, the amount of funds to be recaptured will be based on the following:
 - i) If the sum of these investments plus the amount due the Mortgagee equals or is less than the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first, with full remainder being paid to the Mortgagee.
 - ii) If the sum of these investments plus the amount due the Mortgagee exceeds the net proceeds of funds remaining to be paid back to the Mortgagee after payment of the first mortgage, the remainder will be paid back to the Mortgagee. The amount would be considered payment in full.
 - iii) If the sum of the investments plus the amount due the Mortgagee exceeds the net proceeds of sale, then the Homebuyer would be allowed to recover his or her investment in the property first. If there are no funds remaining to be paid back to the Mortgagee after payment of the first mortgage, such an amount would be considered payment in full.
 - iv) In all other cases, where the property's net proceeds either exceed the County's initial HOME investment, or where the title to the property is during the affordability period, Genesee County will require immediate payment of the lien note as a condition for release of any lien placed on the property.
- (5) Mortgagee acknowledges that there is a lien prior to this Property Lien. Genesee County Metropolitan Planning Commission, Community Development Program, acting in accordance with policies established by the Genesee County Board of Commissioners, is prohibited from subordinating its lien on a property assisted with Genesee County HOME Program down payment assistance, when that subordination will result in a situation where the total debt attached to the property exceeds 80% of that property's appraised value. (Attachment "a")
- (6) Mortgagor (Homebuyer) acknowledges that if he/she/they wish(es) to refinance the aforesaid property within the required period of affordability, the Mortgagor (Homebuyer) may do so if the refinance is for the sole purpose of reducing the mortgage interest rate, and not for obtaining property home equity proceeds through the refinance transaction. In the event that the County is asked to take an action on the disposition of this lien for any reason other than the original agreement, documentation shall be delivered by the Mortgagor (Homebuyer) to Genesee County Metropolitan Planning Commission, Community Development Program, requesting approval of the action. (Attachment "b").
- (7) This lien is junior to the mortgage lien of

SIGNED AND DELIVERED by the Mortgagor(s) to Mortgagee on the day and year first above written.

GENESEE COUNTY
DEREK BRADSHAW, DIRECTOR
GENESEE COUNTY METROPOLITAN PLANNING
COMMISSION

Attachment "a"

ACKNOWLEDGEMENT
SUBORDINATION POLICY
Genesee County
HOME Investment Partnerships Program (HOME)

The Genesee County Metropolitan Planning Commission, Community Development Program, acting in accordance with policies established by the Genesee County Board of Commissioners, is prohibited from subordinating its lien on a property assisted with Genesee County HOME Program - Homebuyer Assistance funding, when that subordination will result in a situation where the total debt attached to the property exceeds 80% of that property's appraised value.

I fully understand and abide by all the provisions of this policy and acknowledge that these stated requirements were fully explained to me by the mortgage processor at the appointed time of closing.

Homebuyer Signature: _____

Mortgage Processor Signature: _____

Date: _____

Attachment "b"

In the event that the County is asked to take an action on the disposition of a HOME Investment Partnerships Program (HOME) lien for any reason other than the original agreement, then the following shall be delivered to the Genesee County Community Development Office:

<p style="text-align: center;">A written request from the Mortgagor (Homebuyer), including an explanation why the action requested is both necessary and reasonable.</p>

Documentation supporting the request must include:

- *A current title search (with taxes)
- *A current formal property appraisal
- *A summary statement of all outstanding indebtedness against the property
- *A copy of the subject purchase agreement, loan application, or mortgage commitment.

NOTE: **The total proposed indebtedness, including the mortgage/lien held by Genesee County, cannot exceed 80% of the appraised value. Cash out is not allowed. Genesee County will not subordinate in reverse mortgage transactions.**

Upon receipt of the above, a recommendation and request for action will be presented to the Director-Coordinator of the Genesee County Metropolitan Planning Commission. Please allow two weeks for processing.

If approved, there will be a \$50.00 processing fee to be paid upon pick up of the subordination document.

Should you have any questions regarding this memorandum, please contact Anthony Kelly at (810) 257-3010.

GENESEE COUNTY
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)
DOWN PAYMENT ASSISTANCE (DPA) PROGRAM

DEFERRED PAYMENT LOAN PROMISSORY NOTE

Homeowner: _____

Address: _____

Amount: _____

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of Genesee County, through its HOME Investment Trust Fund (hereinafter called the County) or its successors the sum of:

_____ (\$ _____)

It is agreed and understood by the undersigned and the County that repayment of this loan is deferred while the undersigned remains the owner (in fee simple or as purchaser under land contract) and resides at the above property for a five (5) year period following the date of this agreement. Transfer of the ownership interest or cessation of residency by moving from the property within the five (5) years following this agreement, shall constitute a default of the deferment agreement and cause the full amount as prescribed below, to become due and payable. Failure of the County to exercise this option shall not constitute a waiver of the default.

Loan Amount: _____

IN THE EVENT the undersigned defaults in any of the terms of this Note, the principal amount of the Note shall become due and payable. The County, at its option, may prepare an alternative promissory note requiring monthly payments of principal under such conditions as it deems best.

The undersigned shall have the right to reject the alternative Note by paying the principal amount of this Note within 30 days of the default. Failure of the undersigned to pay the principal amount of this Note or to execute an alternative Note within 30 days of the default shall constitute a breach of this Note and the County may proceed to suit to recover on this Note.

IN THE EVENT of defaults in any of the terms of this grant agreement, the undersigned may also be required to pay costs of collection expenses, if any, including attorney's fees and legal expenses.

THIS NOTE is secured by a Mortgage Lien duly filed for record with the Register of Deeds, Genesee County, Michigan.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned as of this _____ day of _____, **2024**.

MORTGAGOR:

GENESEE COUNTY
DEREK BRADSHAW, DIRECTOR
GENESEE COUNTY METROPOLITAN PLANNING
COMMISSION

MORTGAGOR:

STATE OF MICHIGAN)
COUNTY OF GENESEE)

PRINTED NAME OF NOTARY
Notary Public, State of Michigan
County of Genesee
My Commission Expires:
Date Notarial Act Performed: _____

STATE OF MICHIGAN)
COUNTY OF GENESEE)

Print Name: _____

Notary Public, State of Michigan, County of Genesee
My Commission Expires: _____
Date Notarial Act Performed: _____

HUD Approved Housing Counseling Agencies in Genesee County, Michigan

Seniors seeking Home Equity Conversion Mortgage (HECM) counseling can contact the AARP Foundation Network of Expert HECM Counselors at: 1-800-209-8085.

GREENPATH DEBT SOLUTIONS

2222 S. Linden Rd. Ste. D

Flint, MI 48532

Toll-Free: (888) 860-4167

Website: www.greenpath.com

Type of Counseling:

- Financial Management/Budget Counseling

- Mortgage Delinquency and Default Resolution Counseling

- Non-Delinquency Post Purchase Workshops

- Pre-purchase Counseling

- Pre-purchase Homebuyer Education Workshops

- Rental Housing Counseling

- Services for Homeless Counseling

Affiliate of GREENPATH, INC.

METRO COMMUNITY DEVELOPMENT, INC.

1174 Robert T Longway Blvd,

Flint, MI 48503

Phone: (810) 767-4622

Website: www.metro-community.org

Type of Counseling:

- Fair Housing Pre-Purchase Education Workshops

- Financial, Budgeting and Credit Repair Workshops

- Home Improvement and Rehabilitation Counseling

- Mortgage Delinquency and Default Resolution Counseling

- Pre-Purchase Counseling

- Pre-Purchase Homebuyer Education Workshops

- Resolving/Preventing Mortgage Delinquency Workshops

- Services for Homeless Counseling

Affiliate of: HOUSING PARTNERSHIP NETWORK

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

735 E. Michigan Ave.

Lansing, MI 48909

Phone: (517) 373-6840

E-mail: MSHDA-Home-Ownership-PF@michigan.gov

Website: www.michigan.gov/mshda

Type of Counseling:

- Fair Housing Pre-Purchase Education Workshops

- Financial Management/Budget Counseling

- Mortgage Delinquency and Default Resolution Counseling

- Non-Delinquency Post Purchase Workshops

- Pre-Purchase Counseling

- Pre-Purchase Homebuyer Education Workshops

- Predatory Lending Education Workshops

GENESEE COUNTY HABITAT FOR HUMANITY

101 Burtons St,

Flint, MI 48503

Phone: (810) 766-9089

Website: www.geneseehabitat.org

Type of Counseling:

- Pre-Purchase Counseling

- Pre-Purchase Homebuyer Education Workshops

- Fair Housing Pre-Purchase Education Workshops

EXHIBIT D

Exhibit D contains the following information:

Income Chart (as example only, income limits may change)
Maximum Purchase Price Limits

FY 2024 MEDIAN FAMILY INCOME FOR FLINT AND GENESEE COUNTY -- \$78,300

MAXIMUM INCOME LIMITS

Household Size	30% Extremely Low Income	50% Very Low Income	60% Low Income	80% Moderate Income
One Person	\$16,750	\$27,900	\$33,480	\$44,600
Two Person	\$20,440	\$31,850	\$38,220	\$51,000
Three Person	\$25,820	\$35,850	\$43,020	\$57,350
Four Person	\$31,200	\$39,800	\$47,760	\$63,700
Five Person	\$36,580	\$43,000	\$51,600	\$68,800
Six Person	\$41,960	\$46,200	\$55,440	\$73,900
Seven Person	\$47,340	\$49,400	\$59,280	\$79,000
Eight Person	\$52,550	\$52,550	\$63,060	\$84,100

Released by HUD 5.01.24

FHA Mortgage Limits - Genesee County, Michigan

The following table is an Example of Current FHA Mortgage Limits for Genesee County, Michigan and is provided only as an example. Mortgage limits are constantly updated. Please refer to HUD's website for current FHA Mortgage Limits.

MSA Name	County Name	State	One-Family	Two-Family	Three-Family	Four-Family	Median Sale Price	Last Revised	Limit Year
FLINT, MI	GENESEE	MI	\$498,257	\$637,950	\$771,125	\$958,350	\$155,000	01/01/2024	CY2024

AGREEMENT
FOR
Neighborhood Stabilization Program 1 and 3 (NSP1 and NSP3) and Neighborhood Purchase
Rehab Resale Program (NPRR) Participating Lender Down Payment and Gap Financing
Assistance

THIS AGREEMENT entered into this _____ day of _____, 2024, between the County of Genesee, A MUNICIPAL CORPORATION, acting by and through its Community Development Program, located at Room 111, County Administration Building, 1101 Beach Street Flint, Michigan 48502-1470, hereinafter referred to as the "County" and **Staunton Financial, Inc.** located at, 26261 Evergreen Road #510, Southfield, MI 48076 hereinafter, referred to as the "Lender."

WITNESSETH:

WHEREAS, the County was awarded funds from the U.S. Department of Housing and Urban Development (HUD), under Title III of Division B of the Housing and Economic Recovery Act of 2008 and under Section 2301 (b) of the Housing and Economic Recovery Act of 2008, as amended, and an additional allocation of funds provided under Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 for additional assistance in accordance with the second undesignated paragraph under the heading 'Community Planning and Development – Community Development Fund' in Title XII of Division A of the American Recovery and Reinvestment Act of 2009, as amended (together the "Acts"), and hereby offers financial assistance to eligible homebuyers to acquire Genesee County Neighborhood Stabilization Program or Neighborhood Purchase Rehab Resale Program assisted homes in accordance with the requirements of the HOME Investment Partnerships (HOME) Program Section 24, Code of Federal Regulations (CFR), as set forth in Parts 91 and 92; and Community Development Block Grant program and

WHEREAS, GCMPC has submitted an amendment to the Genesee County 2008 Annual Action Plan to the Department of Housing and Urban Development for funding under the NSP1; and

WHEREAS, GCMPC has submitted an amendment to the Genesee County 2010 Annual Action Plan to the Department of Housing and Urban Development for funding under the NSP3. GCMPC will act as the administrator of the Genesee County NSP/NPRR funding; and

WHEREAS GCMPC has submitted the NPRR program to the Department of Housing and Urban Development for funding under the Community Development Block Grant program as part of the annual action plan; and

WHEREAS, the NSP/NPRR assists very low, low, moderate and/or middle income households achieve homeownership;

WHEREAS, the Lender is a primary home mortgage lender, and the County and Lender desire to expand the availability of decent, safe, sanitary and affordable housing for very low, low, moderate and middle income families by coordinating their activities under the methods and procedures set forth herein; and

WHEREAS, the Lender agrees that the terms and conditions set forth herein are a reasonable and appropriate means to assure the use of funds in compliance with the Acts, the Authority's General Rules, the provisions of the HOME Program, of 24 CFR Parts 91 and 92; and

WHEREAS, the above stated objectives of the County NSP/NPRR are consistent with objectives of the Lender, the two parties have therefore, entered into this agreement for the purpose of providing down payment and closing cost assistance to qualified homebuyers.

NOW, THEREFORE, the County agrees to provide the Lender a maximum of ten thousand dollars (\$10,000) for each eligible very low, low, moderate and middle income homebuyer, and/or up to \$25,000 in gap financing for eligible homebuyers for the purposes incorporated herein; and in consideration of the mutual covenants and promises set forth herein, the parties hereto agree as follows:

1. The Lender agrees to implement the NSP/NPRR, more specifically described in Exhibit A, attached hereto and incorporated herein, subject to limitations set forth therein and terms and conditions set forth in 24 CFR Parts 91 and 92. (Exhibit B)

2. The Lender agrees to conduct marketing outreach of the NSP/NPRR to low-income families; residents and tenants of public housing and manufactured housing and mobile home park tenants; and families receiving assistance from public housing agencies.
3. The Lender agrees to determine program and income eligibility and underwrite the Loan Application Package and shall forward to the County NSP/NPRR and to the potential homebuyer, written notice of loan approval.
4. The Lender agrees to provide certification that all homes to be assisted with NSP/NPRR funds have been inspected by a licensed appraiser prior to the execution of the purchase agreement and payment of mortgage application fee.
5. The Lender agrees to provide each homebuyer with referrals to HUD approved Housing Counseling Agencies and to provide the County with referral documentation. (Exhibit C)
6. The Lender agrees to process, document, and fund Buyer's mortgages for the Program in all cases where Loan Application Packages have been approved by the Lender, according to all applicable laws, regulations, and Lender policies and procedures.
7. The Lender agrees to assure the signing of a second, and where gap financing is provided a third, mortgage/lien and a promissory note in the amount of the NSP/NPRR assistance, payable to the Genesee County Community Development Program. (Exhibit C)
8. The County agrees that the second, and where applicable third, mortgage shall be subordinate to the mortgage/lien of the Lender.
9. In the event that the home is sold or that the owner ceases using the home as his/her principal residence, the owner understands, pursuant to agreement, that he would be responsible to pay the NSP/NPRR consideration which he received, to the Genesee County Community Development Program. This shall be enforced with the use of a 15 year forgivable lien.
10. The Lender agrees to submit documents to include: certification of client income, property appraisal and funding request form. Upon receipt of all required documentation, the County agrees to prepare an approval letter stating the homebuyer is eligible for assistance. (Exhibit C)
11. The County agrees to subsidize an amount up to ten-thousand dollars (\$10,000) for each eligible very low, low, moderate and middle income household, per approved mortgage in NSP/NPRR down payment and closing cost assistance. Said sum to be used for up to 50% of the required down payment; prepaid taxes and insurance; interest rate buy down to qualifying homebuyer; and/or closing costs based on available NSP/NPRR funds. The County agrees to subsidize an amount up to twenty-five thousand dollars (\$25,000) for each eligible very low, low, moderate and middle income household per approved mortgage. Said sum to be used to provide financing to assist households which may not qualify for a loan amount which will allow the household to purchase a NSP/NPRR assisted home. Exact amounts of subsidy will be determined by the County.
12. The Lender acknowledges and agrees to witness the homebuyer's signature on Genesee County's Subordination Policy. (Exhibit C)
13. The County agrees to immediately notify the Lender upon exhaustion of available NSP/NPRR funds.
14. The County assumes no credit risk for any loan made under the Program and shall not be liable or responsible in any manner for repayment of a loan in the event of a borrower's default on the promissory note with the Lender.
15. The term of this Agreement shall be for three years from the Genesee County Board of Commissioners approval date. This Agreement may be amended, so long as such amendment is in writing and agreed upon by both Genesee County and Lender.
16. This contract may be terminated by the County for reasons of diminution of funds, or any reason related to changing the objectives of the Genesee County Metropolitan Planning Commission, the NSP/NPRR, or the Lender, by giving the other party fourteen (14) days prior notice of the effective date of termination. Further costs and liabilities associated with this Agreement will no longer be incurred on or after that effective date of termination.

17. The Lender shall assure that homebuyer does not exceed 120% of the current Flint and Genesee County median family income for NSP and 80% for NPRR. (Exhibit D)
18. The Lender acknowledges and agrees to the FHA Mortgage Limits. (Exhibit D)
19. This agreement shall be governed by the laws of the State of Michigan.

[SIGNATURE PAGE FOLLOWS]

Date

Date

By: _____
Name:
Title:
Staunton Financial, Inc.

By: _____
Derek Bradshaw
Director
Genesee County Metropolitan Planning
Commission

By: _____
James Avery, Chairperson
Genesee County Board of Commissioners

NOTARY FOR THE COUNTY OF GENESEE

State of Michigan)
§
County of Genesee)

On this _____ day of _____ 2024, before me a Notary Public in and for said County, personally appeared **Derek Bradshaw, Director**, who being by me sworn, did acknowledge and say that he is authorized to sign this agreement.

PRINTED NAME OF NOTARY
Notary Public, State of Michigan
County of Genesee
My Commission Expires:
Date Notarial Act Performed: _____

NOTARY FOR STAUNTON FINANCIAL, INC

State of _____)
§
County of _____)

On this _____ day of _____ 2024, before me a notary public in and for said County, personally appeared _____ who being by me sworn, did acknowledge and say that he/she is authorized to sign this agreement.

PRINTED NAME OF NOTARY: _____
Notary Public, State of Michigan, County of _____
My Commission Expires: _____
Date Notarial Act Performed: _____

EXHIBIT A

A maximum of ten thousand dollars (\$10,000) per approved mortgage for each eligible very-low low-, moderate- and middle-income household, in NSP/NPRR funds may be available to the Lender to assist eligible buyers to purchase eligible homes. Additional funds may be made available upon request by lender and concurrence of County. The criteria are as follows:

1. PROGRAM ELIGIBILITY

Homebuyers eligible for assistance under the Program covered by this Agreement shall:

- Have an annual household income based on household size not to exceed 120% of the current median family income for Genesee County.

2. PROPERTY ELIGIBILITY

Property eligible for assistance under the Program covered by this Agreement shall:

- Have been, or will be, rehabilitated using Genesee County NSP/NPRR funds.
- Be the principal residence of the homebuyer.
- Meet the Housing Quality Standards as set forth in 24 CFR Part 91 and 92.251

3. PROJECT COSTS

The County subsidy may be used for the following eligible costs:

- (1) Acquisition costs - The cost of acquiring single family housing.
- (2) Related soft costs - Reasonable and necessary costs incurred by the homebuyer and associated with the financing of single family housing acquisition and rehabilitation. These costs include, but not limited to:
 - (i) Costs to process and settle the financing for purchase of a home, such as private lender origination fees, credit report fees, fees for title evidence, fees for recordation and filing of legal documents, attorney fees, and private appraisal fees.
 - (ii) Ineligible costs – NSP/NPRR funds under this Agreement may not be used for the development costs (hard costs or soft costs) of new construction of housing for rental purpose.

EXHIBIT B

NEIGHBORHOOD STABILIZATION PROGRAM & NEIGHBORHOOD PURCHASE REHAB RESALE PROGRAM FEDERAL REQUIREMENTS

The Lender hereby assures and certifies compliance with the statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the NSP/NPRR as implemented pursuant to the HOME regulations contained in 24 CFR Parts 91 and 92. The Genesee County Metropolitan Planning Commission through the Community Development Program, is administering this Program on behalf of the County of Genesee. These certifications and assurances shall include the following:

- A. The Lender shall use NSP/NPRR funds for activities and costs defined as "such" under 24 CFR Part 92.602. (Exhibit A)
- B. The Lender shall comply with the requirements of Executive Order 11063 24 CFR 107: 24 CFR 1 and 24 CFR 100 relating to Equal Opportunity in Housing, Fair Housing, and pertaining to the Title VI Civil Rights Act of 1964 regarding nondiscrimination in Federal programs.
- C. The Lender shall assure that the property purchased is the owner's principal residence pursuant to 24 CFR Parts 91 and §92.254.
- D. The Lender shall assure that housing assisted with NSP/NPRR funds meet affordability requirements contained in 24 CFR §92.254(a) and (c).
- E. The Lender acknowledges and agrees that it shall be subject to the sanctions set forth in NSP/NPRR Regulations 24 CFR 92, if determined to be applicable by the County.
- F. The Lender shall comply with Conflict of Interest provisions in the procurement of property and services according to 24 CFR §85.36 and OMB Circular 110.
- G. The Lender shall provide certification of a second lien payable to Genesee County Community Development Program.

EXHIBIT C

Exhibit C contains the following information:

HUD Approved Housing Counseling Agencies
Genesee County NSP/NPRR Down Payment/Closing Cost Assistance Property Mortgage Lien
NSP/NPRR Deferred Payment Loan Promissory Note
Genesee County NSP/NPRR Gap Financing Lien
Genesee County NSP/NPRR Lender Checklist
Request for Funding Form
Genesee County Subordination Policy

HUD Approved Housing Counseling Agencies in Genesee County, Michigan

GREENPATH DEBT SOLUTIONS

2222 S. Linden Rd. Ste. D

Flint, MI 48532

Toll-Free: (888) 860-4167

Website: www.greenpath.com

Type of Counseling:

- Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Rental Housing Counseling
- Services for Homeless Counseling

Affiliate of GREENPATH, INC.

METRO COMMUNITY DEVELOPMENT, INC.

1174 Robert T Longway Blvd,

Flint, MI 48503

Phone: (810) 767-4622

Website: www.metro-community.org

Type of Counseling:

- Fair Housing Pre-Purchase Education Workshops
- Financial, Budgeting and Credit Repair Workshops
- Home Improvement and Rehabilitation Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Pre-Purchase Counseling
- Pre-Purchase Homebuyer Education Workshops
- Resolving/Preventing Mortgage Delinquency Workshops
- Services for Homeless Counseling

Affiliate of: HOUSING PARTNERSHIP NETWORK

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

735 E. Michigan Ave.

Lansing, MI 48909

Phone: (517) 373-6840

E-mail: MSHDA-Home-Ownership-PF@michigan.gov

Website: www.michigan.gov/mshda

Type of Counseling:

- Fair Housing Pre-Purchase Education Workshops
- Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-Purchase Counseling
- Pre-Purchase Homebuyer Education Workshops
- Predatory Lending Education Workshops

GENESEE COUNTY HABITAT FOR HUMANITY

101 Burtons St,

Flint, MI 48503

Phone: (810) 766-9089

Website: www.geneseehabitat.org

Type of Counseling:

- Pre-Purchase Counseling
- Pre-Purchase Homebuyer Education Workshops
- Fair Housing Pre-Purchase Education Workshops

**GENESEE COUNTY NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
& NEIGHBORHOOD PURCHASE REHAB RSALE PROGRAM (NPRR)
DOWN PAYMENT/CLOSING COST PROPERTY MORTGAGE LIEN**

This Mortgage LIEN is in conjunction with a Neighborhood Stabilization Program or Neighborhood Purchase Rehab Resale Program repayable loan made by the Mortgagee for the exclusive purpose of assisting the Mortgagor with down payment and/or closing costs for property as described below.

WITNESSETH BY THIS INDENTURE, made this XX^{XX} day of XXXXXXXXXXXX, 2024,

by XXXXXXXXXXXX, a XXXXXXXXXXXX, hereinafter referred to as the Mortgagor, hereby mortgages and warrants to Genesee County, through its Genesee County Metropolitan Planning Commission, Community Development Program, Room 111, Genesee County Administration Building, 1101 Beach Street, Flint, Michigan 48502-1470, hereinafter referred to as Mortgagee, the following described lands and premises situated in the XXXXXXXXXXXX, County of Genesee and State of Michigan, viz:

Tax Parcel No.: XX-XX-XXX-XXX

Legal Description: XX

Commonly known as: XXXX XXXXXXXXXXXXXXXXXXXX, XXXXXXXXXXXX, MI XXXXX

Together with all tenements, hereditaments, and appurtenances now or hereinafter thereunto belonging, to secure the repayment of:

XXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX Dollars and XXXXX cents (\$X,XXX.XX)

with interest of zero percent (0%) per annum, payable according to the following terms of a promissory note of even date; and the Mortgagor further covenants:

- (1) The Genesee County Neighborhood Stabilization Program and Neighborhood Purchase Rehab Resale Program require an affordability period of 15 years beginning with the date of this Agreement. The amount funded under the mortgage and note will be forgiven at the end of fifteen years provided the Mortgagor (homebuyer) has owned and occupied the house throughout the fifteen-year period. The amount of funds to be forgiven will be based on the following:

First five years.....0% forgiven

Sixth Year through fifteenth year.....10% forgiven on an annual basis
- (2) The amount of the loan to be repaid, based upon the above terms, will be recaptured if the Mortgagor sells the aforesaid property within the required period of affordability or discontinues use of the premises as Mortgagor(s) (Homebuyer) principal place of residence.
- (3) In cases where the Mortgagor (Homebuyer) violates the terms and conditions of the mortgage and/or note, (e.g.) uses the property for rental purposes or the property is no longer the Mortgagor(s) principal residence, the entire amount of Neighborhood Stabilization Program or Neighborhood Purchase Rehab Resale Program financial assistance shall be due. In cases where the aforesaid property is foreclosed upon, the net proceeds, if any, from the foreclosure sale will be recaptured and deposited in the Community Development Program.
- (4) Where net proceeds of the sale are insufficient for the Mortgagor (Homebuyer) to repay the full amount of this lien and the Homebuyers capital investments, the amount of funds to be recaptured will be based on the following:

i) If the sum of these investments plus the amount due the Mortgagee equals or is less than the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first, with full remainder being paid to the Mortgagee.

ii) If the sum of these investments plus the amount due the Mortgagee exceeds the net proceeds of funds remaining to be paid back to the Mortgagee after payment of the first mortgage, the remainder will be paid back to the Mortgagee. The amount would be considered payment in full.

iii) If the sum of the investments plus the amount due the Mortgagee exceeds the net proceeds of sale, then the Homebuyer would be allowed to recover his or her investment in the property first. If there are no funds remaining to be paid back to the Mortgagee after payment of the first mortgage, such an amount would be considered payment in full.

iv) In all other cases, where the property's net proceeds either exceed the County's initial Neighborhood Stabilization Program or Neighborhood Purchase Rehab Resale Program investment, or where the title to the property is during the affordability period, Genesee County will require immediate payment of the lien note as a condition for release of any lien placed on the property.
- (5) Mortgagee acknowledges that there is a lien prior to this Property Lien. Genesee County Metropolitan Planning Commission, Community Development Program, acting in accordance with policies established by the Genesee County Board of Commissioners, is prohibited from subordinating its lien on a property assisted with Genesee County Neighborhood Stabilization Program or Neighborhood Rehab and Resale Program down payment assistance, when that subordination will result in a situation where the total debt attached to the property exceeds 80% of that property's appraised value. (Attachment "a")
- (6) Mortgagor (Homebuyer) acknowledges that if he/she/they wish(es) to refinance the aforesaid property within the required period of affordability, the Mortgagor (Homebuyer) may do so if the refinance is for the sole purpose of reducing the mortgage interest rate, and not for obtaining property home equity proceeds through the refinance transaction. In the event that the County is asked to take an action on the disposition of this lien for any reason other than the original agreement, documentation shall be delivered by the Mortgagor (Homebuyer) to Genesee County Metropolitan Planning Commission, Community Development Program, requesting approval of the action. (Attachment "b").
- (7) This lien is junior to the mortgage lien of

The covenants herein shall bind, and the benefits and advantages inure to, the respective heirs, assigns, and successors of the parties.

MORTGAGOR: XXXXXX XXXXXXXX

GENESEE COUNTY
DEREK BRADSHAW, DIRECTOR
GENESEE COUNTY METROPOLITAN PLANNING
COMMISSION

MORTGAGOR:

State of Michigan)
County of Genesee) ss

On this XX day of XXXXXXXX, 2024, before me a Notary Public in and for said County, personally appeared **Derek Bradshaw** who being by me sworn, did acknowledge and say that he is the **Director** of the Genesee County Metropolitan Planning Commission and that he is authorized to sign this agreement.

PRINTED NAME OF NOTARY
Notary Public, State of Michigan
County of Genesee
My Commission Expires:
Date Notarial Act Performed: _____

State of Michigan)
County of Genesee)ss

On this XX day of XXXXXXXXXX 2024, before me a Notary Public in and for said County, personally appeared _____ who being by me sworn, did acknowledge and say that he/she is authorized to sign this agreement.

PRINTED NAME OF NOTARY _____
 Notary Public, State of Michigan, County of Genesee
 My Commission Expires: _____
 Date Notarial Act Performed: _____

**Prepared by and return to:
Genesee County Metropolitan Planning Commission
Community Development Program
1101 Beach Street, Room 111
Flint, Michigan 48502-1470**

**GENESEE COUNTY
NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
& NEIGHBORHOOD REHAB RESALE PROGRAM (NPRR)**

DEFERRED PAYMENT LOAN PROMISSORY NOTE

Homeowner:

Address:

Amount:

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of Genesee County, through its Neighborhood Stabilization Program or Neighborhood Purchase Rehab Resale Program Trust Fund (hereinafter called the County) or its successors the sum of

(_____).

It is agreed and understood by the undersigned and the County that repayment of this loan is deferred while the undersigned remains the owner (in fee simple or as purchaser under land contract) and resides at the above property. Transfer of the ownership interest or cessation of residency by moving from the property, shall constitute a default of the deferment agreement and cause the full amount as prescribed below, to become due and payable. Failure of the County to exercise this option shall not constitute a waiver of the default.

Loan Amount: \$_____

The amount of funds to be forgiven will be based on the following:

First five years.....0% forgiven
Sixth Year through fifteenth year.....10% forgiven on an annual basis

IN THE EVENT the undersigned defaults in any of the terms of this Note, the principal amount of the Note shall become due and payable. The County, at its option, may prepare an alternative promissory note requiring monthly payments of principal under such conditions as it deems best.

The undersigned shall have the right to reject the alternative Note by paying the principal amount of this Note within 30 days of the default. Failure of the undersigned to pay the principal amount of this Note or to execute an alternative Note within 30 days of the default shall constitute a breach of this Note and the County may proceed to suit to recover on this Note.

IN THE EVENT of defaults in any of the terms of this grant agreement, the undersigned may also be required to pay costs of collection expenses, if any, including attorney's fees and legal expenses.

THIS NOTE is secured by a Mortgage Lien duly filed for record with the Register of Deeds, Genesee County, Michigan.

[SIGNATURE PAGE FOLLOWS]

_____ day of _____, 2024.

GENESEE COUNTY
DEREK BRADSHAW, DIRECTOR
GENESEE COUNTY METROPOLITAN PLANNING
COMMISSION

WITNESS

WITNESS

STATE OF MICHIGAN)
COUNTY OF GENESEE)ss

Print Name: _____

Notary Public, State of Michigan, County of Genesee
My Commission Expires: _____
Date Notarial Act Performed: _____

STATE OF MICHIGAN)
COUNTY OF GENESEE)SS

Print Name: _____

Notary Public, State of Michigan, County of Genesee
My Commission Expires: _____
Date Notarial Act Performed: _____

**GENESEE COUNTY NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
& NEIGHBORHOOD PURCHASE REHAB RESALE PROGRAM (NPRR)
GAP FINANCING PROPERTY MORTGAGE LIEN**

This LIEN evidences a Neighborhood Stabilization Program (NSP) or Neighborhood Purchase Rehab Resale Program (NPRR) repayable loan made by the Mortgagee for the exclusive purpose of assisting the Mortgagor(s) with Gap Financing for the property as described below.

THIS INDENTURE, made this ____ day of _____, 2024

WITNESSETH _____, a _____, whose address is _____, hereinafter referred to as the Mortgagor, hereby mortgages and warrants to Genesee County, 1101 Beach St., Room 111, Flint, MI 48502, hereinafter referred to as Mortgagee, the following described lands and premises situated in the _____, County of Genesee and State of Michigan, viz:

Tax Parcel No: _____

Legal description: _____

Commonly known as: _____

together with all tenements, hereditaments, and appurtenances now and hereinafter thereunto belonging to secure the repayment of:

_____ dollars and _____ cents (\$_____.),

interest of zero percent (0%) per annum, payable according to the terms of a promissory note of even date hereof; and the Mortgagor further covenants:

- (1) Per Genesee County Metropolitan Planning Commission NSP and NPRR Program Resale Provisions,
 - (a) The amount funded under the mortgage and note will be forgiven at the end of fifteen years provided the Mortgagor (homebuyer) has owned and occupied the house throughout the fifteen-year period. The amount of funds to be forgiven will be based on the following:

First five years.....0% forgiven
Sixth Year through fifteenth year.....10% forgiven on an annual basis
 - (b) The loan will be recaptured if the Mortgagor sells the home within the fifteen-years of affordability period. The down payment, principal payments and capital improvements made by the Mortgagor (homebuyer) since purchase will be calculated. The amount of funds to be recaptured will be based on the following:
 - (i) If the sum of these investments plus the amount due the Mortgagee, equals or is less than the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first, with full remainder being paid to the Mortgagee.
 - (ii) If the sum of these investments plus the amount due the Mortgagee, exceeds the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first. If there are funds remaining to be paid back to the mortgagee after payment of the first mortgage, the remainder will be paid back to the Mortgagee. The amount would be considered payment in full.
 - (iii) If the sum of these investments plus the amount due the Mortgagee, exceeds the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first. If there are no funds remaining to be paid back to the Mortgagee after payment of the first mortgage, such an amount would be considered payment in full.
- (2) In cases where the Mortgagor (homebuyer) violates the terms and conditions of the mortgage and/or note, (e.g. uses the property for rental purposes or the property is no longer the mortgagor(s) principal residence) the entire amount of NSP or NPRR financial assistance shall be due. Mortgagee reserves the right to require full repayment of the amount of NSP or NPRR assistance.
- (3) Mortgagee acknowledges that there is a lien prior to this Property Lien. If Mortgagor (homebuyer) refinances, the Mortgagor may do so if the refinance is for reducing the mortgage payments and not for consolidation of credit card obligations, bills or for obtaining property home equity. If this condition is violated, the Mortgagee shall require full repayment of the amount of NSP or NPRR assistance.

This Lien is junior to the mortgage liens of _____

**Genesee County Neighborhood Stabilization Program (NSP)
& Neighborhood Purchase Rehab Resale Program (NPRR)
Lender Checklist**

Information to be submitted by Lender to Verify Borrower's Eligibility:

- Purchase Agreement
- Homebuyer Counseling Certificate (verification of 8 hours of homebuyer counseling)
- Verification of employment
- Two months current check stubs
- Appraisal
- Loan Estimate
- Last two years of W-2 tax information
- Loan Application
- Bank/Lender Approval letter
- Request Form (showing amount of funding being requested)
- Genesee County NSP or NPRR Application

The aforementioned documentation must accompany your funding request in order for your file to be reviewed by our office.

**GENESEE COUNTY NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
And NEIGHBORHOOD PURCHASE REHAB RESALE (NPRR)
DOWN PAYMENT ASSISTANCE**

REQUEST FOR FUNDING

Name of Financial Institution: _____
Address: _____
Name of Homebuyer: _____
Property Address: _____

PAYMENT REQUEST	
Total Required Closing Costs/Pre-Paid:	_____
Amount of Closing Costs/Pre-Paid Requested:	_____
Total Required Down Payment:	_____
Amount of Down Payment Requested:	_____
Total Gap Financing Requested:	_____
Total Amount Requested:	\$ _____

Lender must supply a copy of the following information as an attachment to the payment request:

- * Closing papers (final to be sent with lien & Promissory Note)
- * Lien & Promissory Note (to be submitted within 10 days of closing)

Prepared By: _____
Date: _____
Staff Approved: _____
Date: _____

ACKNOWLEDGEMENT

SUBORDINATION POLICY
Genesee County
Neighborhood Stabilization Program (NSP)
& Neighborhood Purchase Rehab Resale Program (NPRR)

The Genesee County Metropolitan Planning Commission, Community Development Program, acting in accordance with policies established by the Genesee County Board of Commissioners, is prohibited from subordinating its lien on a property assisted with Genesee County Neighborhood Stabilization Program or Neighborhood Rehab and Resale Program funding, when that subordination will result in a situation where the total debt attached to the property exceeds 80% of that property’s appraised value.

I fully understand and abide by all the provisions of this policy and acknowledge that these stated requirements were fully explained to me by the mortgage processor at the appointed time of closing.

Homebuyer Signature: _____

Mortgage Processor Signature: _____

Date: _____

Attachment B

In the event that the County is asked to take an action on the disposition of a Neighborhood Stabilization Program or Neighborhood Purchase Rehab Resale Program lien for any reason other than the original agreement, then the following shall be delivered to the Genesee County Community Development Office:

A written request from the Mortgagor (Homebuyer), including an explanation why the action requested is both necessary and reasonable.

Documentation supporting the request must include:

- *A current title search (with taxes)
- *A current formal property appraisal
- *A summary statement of all outstanding indebtedness against the property
- *A copy of the subject purchase agreement, loan application, or mortgage commitment.

NOTE: The total proposed indebtedness, including the mortgage/lien held by Genesee County, cannot exceed 80% of the appraised value. Cash out is not allowed. Genesee County will not subordinate in reverse mortgage transactions.

Upon receipt of the above, a recommendation and request for action will be presented to the Director-Coordinator of the Genesee County Metropolitan Planning Commission. Please allow two weeks for processing.

If approved, there will be a \$50.00 processing fee to be paid upon pick up of the subordination document.

Should you have any questions regarding this memorandum, please contact Ms. Sheila Taylor at (810) 257-3010.

EXHIBIT D

Exhibit D contains the following information:

Income Chart (as example only, income limits may change)
Maximum Purchase Price Limits

FY 2024 MEDIAN FAMILY INCOME FOR FLINT AND GENESEE COUNTY -- \$78,300

MAXIMUM INCOME LIMITS

Household Size	30% Extremely Low Income	50% Very Low Income	60% Low Income	80% Moderate Income
One Person	\$16,750	\$27,900	\$33,480	\$44,600
Two Person	\$20,440	\$31,850	\$38,220	\$51,000
Three Person	\$25,820	\$35,850	\$43,020	\$57,350
Four Person	\$31,200	\$39,800	\$47,760	\$63,700
Five Person	\$36,580	\$43,000	\$51,600	\$68,800
Six Person	\$41,960	\$46,200	\$55,440	\$73,900
Seven Person	\$47,340	\$49,400	\$59,280	\$79,000
Eight Person	\$52,550	\$52,550	\$63,060	\$84,100

Released by HUD 5.01.24

FHA Mortgage Limits - Genesee County, Michigan

The following table is an Example of Current FHA Mortgage Limits for Genesee County, Michigan and is provided only as an example. Mortgage limits are constantly updated. Please refer to HUD's website for current FHA Mortgage Limits.

MSA Name	County Name	State	One-Family	Two-Family	Three-Family	Four-Family	Median Sale Price	Last Revised	Limit Year
FLINT, MI	GENESEE	MI	\$498,257	\$637,950	\$771,125	\$958,350	\$155,000	01/01/2024	CY2024



LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: ☐ (Go to Question 2)

No: ☒ (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: ☐ This project requires a contract, skip to the contracts section.

No: ☐ (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes: ☐

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No: ☐

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: ☒ This project requires a contract, skip to the contracts section.

No: ☐ Contact Corporate Counsel office prior to submitting into Legistar.

CONTRACTS

* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.

1) Is this a new contract or a renewal/extension? New Contract

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: ☐ (Go to Question 3)
- b. Grant Funded: ☒ (Go to Question 4)
- c. Millage Funded: ☐ (Go to Question 5)

3) What is the vendor providing?

- a. Services: ☒
- Use the **Professional Service Contract Template**
- b. Construction/Physical Building Altercation/Remodel ☐
- If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact Corporate Counsel prior to submitting into Legistar.

* To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. *

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact Corporate Counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: ☒ No: ☐

- a. If **yes** - contact Corporate Counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by Corporate Counsel since August 1, 2023?

If **yes**, use the template/previous agreement.

If **no**, contact Corporate Counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: ☐ No: ☒

- a. If yes, submit the contract to Corporate Counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (Fiscal Services, Purchasing, Risk Management, or Corporate Counsel) to address your question prior to submission into Legistar.

RECIPIENT CHECKLIST FOR DETERMINING IF THE ENTITY RECEIVING FUNDS HAS A CONTRACTOR OR SUBRECIPIENT RELATIONSHIP

This document is intended to help a recipient of federal funds make a judgment as to whether each agreement it makes, for the disbursement of federal program funds, casts the entity receiving the funds in the role of a subrecipient or a contractor. Based on 2 CFR Chapter I, Chapter II, Part 200 et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), issued by the U.S. Office of Management and Budget (OMB) on December 26, 2013, and effective for non-federal entities on December 26, 2014, the following information is intended for use by all non-federal entities.

Important Terms:

Recipient: A non-federal entity that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term recipient does not include subrecipients. (See 2 CFR 200.86 of the Uniform Guidance.)

Subrecipient: A non-federal entity that receives a subaward for the purpose of carrying out part of a federal award. The subaward creates a federal assistance relationship with the subrecipient. (See 2 CFR 200.93 & .330 (a) of the Uniform Guidance.)

Contractor: A non-federal entity that receives a contract for the purpose of providing goods and services for the awarding non-federal entity's own use. The contract creates a procurement relationship with the contractor. The Uniform Guidance replaced the term "Vendor" with "Contractor." (See 2 CFR 200.22 & .330 (b) of the Uniform Guidance.)

Instructions: The "Characteristics" column in this checklist is based on language in the Uniform Guidance. The column lists characteristics that support the classification of a non-federal entity as a subrecipient or contractor. Since all of the characteristics listed may not be present in all cases, the Uniform Guidance recognizes that the recipient "...must use judgment in classifying each agreement as a subaward or a procurement contract." (2 CFR 200.330 (c).) In the "Explanations" column, AGA provides additional information to assist in answering the questions under "Characteristics." Answer each question by checking "yes" or "no" where indicated. Based on responses to the questions, a key provided at the end of each section will help in making a judgment as to whether a subrecipient or contractor relationship exists. White space is provided in between the "Characteristics" column and the "Explanation" column so that users can tailor this checklist to accommodate the unique aspects of various programs or jurisdictions.

Note: One check in a subrecipient box does not necessarily mean the entity is a subrecipient. A judgment should be based on the totality of responses.

Office GCMPC
Entity receiving funds Genesee County
Funding Source(s) US Department of Housing & Urban Development

Notes:

CHARACTERISTICS

EXPLANATIONS

Decision Making Authority

200.330 a. 1 Determines who is eligible to receive what Federal assistance;

a. Does the entity determine who is eligible to participate in the federal program?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

200.330 a.3 Has responsibility for programmatic decision making;

a. Does the entity have the ability to make decisions about how services will be delivered to participants, in accordance with federal programmatic requirements?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

OR

200.330 b.4 Provides goods or services that are ancillary to the operation of the Federal program;

b. Does the entity provide goods or services for the recipient's own use?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

b. Does the entity provide services designated by the recipient to serve the recipient's participants without regard to specific federal programmatic requirements?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you selected "yes" to **EITHER** item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to **EITHER** item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the entity determines whether a participant meets a federal program's eligibility requirements for assistance, it is most likely a subrecipient.

A contractor may provide services to clients in a program after eligibility has been determined by the recipient.

If the entity has authority to make decisions regarding the delivery of service, operations, or types of assistance provided within the terms of the agreement, it is typically a subrecipient.

If the entity provides goods or services directly to the recipient or to program participants at the direction of the recipient and does not make programmatic decisions or adhere to program requirements, it is typically a contractor.

Nature of Award

200.330 a. 2 Has its performance measured in relation to whether objectives of a federal program were met;

a. Are the scope of work (or portion, if applicable) and terms and conditions of the agreement the same for the entity as they are for the recipient that received the federal funds?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

a. Is the entity carrying out completion of the goal of the grant (or part, if applicable) as stated in the federal award?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

OR

200.330 b.5 Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

b. Does the recipient develop the scope of work and terms and conditions of the agreement to meet the recipient's needs?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you selected "yes" to **EITHER** item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the entity is providing a service for the recipient to meet the goal of the grant, it is a contractor; if the entity is providing a service that carries out a goal within the scope of the grant, it is a subrecipient. When a grant program contains multiple goals, it is possible for the recipient to complete part of the goals and for the entity to perform another part.

If the scope of the agreement is per the federal program terms/guidance, the entity is a subrecipient. A subrecipient may also provide programmatic or progress reports to ensure compliance with federal program requirements.

Conversely, if the scope of the agreement is per the recipient's terms and not federal program guidance, and if the recipient's oversight is governed only by the contract terms and conditions, it is a contractor.

200.330 a.4 Is responsible for adherence to applicable Federal program requirements specified in the Federal award;

a. Funding to the entity depends on the entity's ability to best meet the objectives of the award. Although performance is measured against federal award objectives, the entity assumes little risk if the objectives are not met.

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

OR

200.330 b.5 Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

b. The entity assumes financial risk if they fail to deliver the goods or services agreed upon.

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you selected "yes" to item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the funding is given to the entity with a purpose of completing the goal of the grant, the recipient will be required to ensure the entity adheres to federal grant program guidance. The recipient will also be required to monitor the activities of the entity per Uniform Guidance section 200.331. The entity assumes little risk should federal grant guidance not be met. The risk falls with the recipient.

If the recipient directs specific activities to be completed by the entity, by providing goods or services, the risk falls on the entity to deliver, per the agreement terms. In this case, the entity would not be required to adhere to the federal grant program requirements, just the terms and conditions in the agreement with the recipient.

Criteria for Selection

EXPLANATIONS

200.330 a.5 In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

a. Does the entity demonstrate a financial or public need for funding to carry out a project or provide a service?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

a. Will the entity be contributing match or other non-Federal funding in support of the award?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

a. Will the entity be reimbursed for only actual costs incurred?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

OR

200.330 b.3 Normally operates in a competitive environment;

b. Were procurement policies applied in the selection of the entity?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

b. Was the entity's proposed price a factor in the selection process?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

b. Will the entity derive a profit from the agreement?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you selected "yes" to **ANY** item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to **ANY** item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the entity was chosen because it has the best widgets or service for the price, it has a contractor relationship with the recipient. Typically, a procurement method is followed, such as a competitive bid or RFP process. In this type of agreement, the entity usually makes a profit by delivering this good or service to the recipient. Payments to contractors are typically made based on contract terms.

Conversely, if the entity was chosen because it was already providing a service within the guidelines of the grant program and wants to partner with the recipient to expand the delivery or assist in meeting the goal of the grant, it may be a subrecipient. Typically, the entity may not make a profit and may provide its own non-federal funding as match or cost sharing. The entity may have been chosen through an application process or an announcement of funding, as opposed to the procurement process described above. Payment to a subrecipient is generally based on actual expenses unless awarded on a fixed amount subaward (2 CFR 200.332). It is typical of subrecipients to submit budgets, financial reports, or copies of invoices to the recipient, to document activity.

Entity's Business Environment

EXPLANATIONS

200.330 b.1 Provides the goods and services within normal business operations;

b. Is the entity's normal business to provide the goods or services being purchased in the agreement?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

200.330 b.2 Provides similar goods or services to many different purchasers;

b. Does the entity provide the same goods or services to other organizations?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you selected "no" to **EITHER** item, it is an indicator of a subrecipient relationship.
If you selected "yes" to **BOTH** items, it is an indicator of a contractor relationship.

Subrecipient	Contractor
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If a federal program provides funding to modify public buildings for handicapped accessibility and the recipient provides funds to an entity to update the entity's building, per the terms of the award, then a subrecipient relationship exists.

Conversely, if the recipient hires an entity to update their own building to be handicapped accessible, then a contractor relationship exists.

Determination

EXPLANATIONS

Final Determination

Subrecipient	Contractor
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Review all the entries and make an overall determination of the relationship. **Check the appropriate box in this section.**

Determined by Anthony Kelly
(enter name of person initially making decision)

11/5/24
(date)

Approved by Sheila Taylor
(enter name of person reviewing)

11/5/24
(date)

*Based on the relationship determined above, see additional guidance on requirements governing agreements.
Section 200.331 - "Requirements for pass-through entities," for subrecipient agreements,
Section 200.317 through 200.326 - "Procurement Standards," for contractor agreements.*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph **2. Exclusions** of **Section I – Coverage A - Bodily Injury And Property Damage Liability**, exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**, Subparagraph **(2)** of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (2)** A watercraft you do not own that is:
 - (a)** Less than 52 feet long; and
 - (b)** Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY – ELEVATORS

1. Under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**, Subparagraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property** do not apply if such “property damage” results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to **Section IV – Commercial General Liability Conditions**, Condition **4. Other Insurance**, Paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability**:
 - a.** The fourth from the last paragraph of exclusion **j. Damage To Property** is replaced by the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

 - (i)** Premises rented to you for a period of 7 or fewer consecutive days; or
 - (ii)** Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.

2. Paragraph **6.** under **Section III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

- (1) While rented to you; or
- (2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

- 9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I – Coverage C – Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

- (b)** The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. Under **Supplementary Payments – Coverages A and B**, Paragraph **1.b.** is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II – Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions**.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

- b.** The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

- 1.** The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a.** Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b.** Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
 - c.** Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
 - d.** We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.
- 2.** The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III – Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

- (1)** "Bodily injury" or "personal and advertising injury":
- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;
 - (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or
 - (d)** Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to “bodily injury” or “personal and advertising injury” caused by an “employee” who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the “employee’s” job responsibilities assigned by you, includes the direct supervision of other “employees” of yours. However, none of these “employees” are insureds for “bodily injury” or “personal and advertising injury” arising out of their willful conduct, which is defined as the purposeful or willful intent to cause “bodily injury” or “personal and advertising injury”, or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision **J.** is excess over any other valid and collectable insurance available to your “employee”.

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph **3.** of **Section II - Who Is An Insured** is replaced by the following:

- 3.** Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a.** Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d.** Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition **6. Representations**:

Your failure to disclose all hazards or prior “occurrences” existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior “occurrences” is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition **2. Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an “occurrence”, offense, claim or “suit” by an agent, servant or “employee” of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph **1.** of **Section II – Who Is An Insured** or a person who has been designated by them to receive reports of “occurrences”, offenses, claims or “suits” shall have received such notice from the agent, servant or “employee”.

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V – Definitions**, Definition **3.** is replaced by the following:

- 3.** “Bodily Injury” means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance One Agency, Inc. 26261 Evergreen rd Suite 530 Southfield MI 48076	CONTACT NAME: Megan Danneels PHONE (A/C, No, Ext): (800) 752-0680 E-MAIL: megan.danneels@insone.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : OHIO CAS INS CO INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 24074
INSURED Staunton Financial Inc 26261 Evergreen Rd Ste 510 Southfield MI 48076	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SPC GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Employers Liability	Y		BKO62508845	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employers Liability \$ \$1mil/\$2mil
X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BAW62508845	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$		Y				EACH OCCURRENCE \$ AGGREGATE \$ \$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	PROPC	Y		BKO62508845	01/01/2024	01/01/2025	Contents 360,836 Special Special 5,675

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is Additional Named Insured

CERTIFICATE HOLDER**CANCELLATION**

Genesee County

1101 Beach St

Flint MI 48502

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Megan Danneels

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph **2. Exclusions** of **Section I – Coverage A - Bodily Injury And Property Damage Liability**, exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**, Subparagraph **(2)** of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (2)** A watercraft you do not own that is:
- (a)** Less than 52 feet long; and
 - (b)** Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY – ELEVATORS

1. Under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**, Subparagraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property** do not apply if such “property damage” results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to **Section IV – Commercial General Liability Conditions**, Condition **4. Other Insurance**, Paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability**:
 - a. The fourth from the last paragraph of exclusion **j. Damage To Property** is replaced by the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

 - (i)** Premises rented to you for a period of 7 or fewer consecutive days; or
 - (ii)** Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.

2. Paragraph **6.** under **Section III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

- (1) While rented to you; or
- (2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

- 9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I – Coverage C – Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

- (b)** The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. Under **Supplementary Payments – Coverages A and B**, Paragraph **1.b.** is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II – Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions**.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

- b.** The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

- 1.** The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a.** Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b.** Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
 - c.** Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
 - d.** We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.
- 2.** The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III – Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

- (1)** "Bodily injury" or "personal and advertising injury":
- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;
 - (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or
 - (d)** Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to “bodily injury” or “personal and advertising injury” caused by an “employee” who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the “employee’s” job responsibilities assigned by you, includes the direct supervision of other “employees” of yours. However, none of these “employees” are insureds for “bodily injury” or “personal and advertising injury” arising out of their willful conduct, which is defined as the purposeful or willful intent to cause “bodily injury” or “personal and advertising injury”, or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision **J.** is excess over any other valid and collectable insurance available to your “employee”.

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph **3.** of **Section II - Who Is An Insured** is replaced by the following:

- 3.** Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a.** Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d.** Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition **6. Representations**:

Your failure to disclose all hazards or prior “occurrences” existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior “occurrences” is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition **2. Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an “occurrence”, offense, claim or “suit” by an agent, servant or “employee” of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph **1.** of **Section II – Who Is An Insured** or a person who has been designated by them to receive reports of “occurrences”, offenses, claims or “suits” shall have received such notice from the agent, servant or “employee”.

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V – Definitions**, Definition **3.** is replaced by the following:

- 3.** “Bodily Injury” means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1604

Agenda Date: 1/8/2025

Agenda #: 4.

To: Dr. Beverly Brown, Community & Economic Development Committee Chairperson

From: Derek Bradshaw, Director

RE: Approval of Grant Agreement with Mott Foundation for Non-Motorized Trails Analysis

BOARD ACTION REQUESTED:

The Genesee County Metropolitan Planning Commission (GCMPC) is recommending the Board of Commissioners accept the Trails Analysis Grant and the attached budget adjustment.

BACKGROUND:

Genesee County is making significant strides in the development of a premier non-motorized network and communities are experiencing first-hand economic, health, and social benefits. According to a 2021 County Health Rankings report, Genesee County ranks 80 out of 83 counties for overall health outcomes. To improve our ranking, we need to expand upon our efforts to provide meaningful places to walk, cycle, or jog that are attractive, safe and accessible to all ages and income levels. By the year 2025, over 19 miles of non-motorized trails will be constructed since the development of Genesee County's regional trail plan in 2014. Although regional connections throughout the County have been completed there remain key non-motorized gaps between our communities.

DISCUSSION:

This past November, GCMPC staff applied to the Mott Foundation for a non-motorized trails analysis grant that will help to strengthen Genesee County's 2025 Master Plan update. GCMPC is proposing to organize a trails symposium that'll bring together residents, trail advocacy groups, community officials, the business leaders, and health experts to name a few. One anticipated outcome from this event will be not only a renewed list of priority trail connections but a funding strategy and timeline that identifies grant competitiveness of projects to secure funding. Along with the trails symposium there will include an education and outreach campaign that looks to engage populations and community groups around the County whose thoughts are crucial to a well-rounded plan. Staff were notified by the Mott Foundation in mid-December that GCMPC was awarded \$60,000 towards this effort.

IMPACT ON HUMAN RESOURCES:

There will be no impact on human resources.

IMPACT ON BUDGET:

This will increase transportation revenues and expenditure by \$60,000. A budget amendment is

attached.

IMPACT ON FACILITIES:

There will be no impact on Genesee County facilities.

IMPACT ON TECHNOLOGY:

There is no impact on technology.

CONFORMITY TO COUNTY PRIORITIES:

Helping to meet Genesee County's priority of healthy, livable, and safe communities, this grant will increase the pace at which local agencies build meaningful non-motorized connections to schools, parks, and core community services.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of Planning to authorize accepting the Mott Foundation Trails Analysis Grant Agreement to receive a \$60,000 grant to be used to organize a trails symposium and an education and outreach campaign, and to approve a budget adjustment along with this request, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the January 8, 2025 meeting of the Community and Economic Development Committee of this Board), the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.

DESCRIPTION: Budget Adjustment

GL #	DESCRIPTION	Increase/(Decrease)
2323-734.14-702.000	SALARIES & WAGES	8,150.21
2323-734.14-709.000	SOCIAL SECURITY	637.02
2323-734.14-713.000	OVERTIME	176.88
2323-734.14-718.000	MEDICAL INSURANCE	1,116.80
2323-734.14-723.000	POST-RETIREMENT BENEFIT	176.02
2323-734.14-724.000	OTHER FRINGES	3,661.48
2323-734.14-725.000	OPTICAL INSURANCE	6.74
2323-734.14-726.000	DENTAL INSURANCE	79.63
2323-734.14-727.000	LIFE HEALTH INSURANCE	76.16
2323-734.14-728.000	RETIREMENT	666.17
2323-734.14-729.000	WORKERS COMPENSATION	6.89
2323-734.14-730.000	UNEMPLOYMENT	16.30
2323-734.14-872.027	INDIRECT COST EXPENSE	10,229.70
2323-734.14-754.000	SUPPLIES OFFICE	4,000.00
2323-734.14-804.000	CONSULTANTS	8,000.00
2323-734.14-900.014	ADVERTISING	7,000.00
2323-734.14-910.005	TRAINING EMPLOYEES	10,000.00
2323-734.14-913.001	TRAVEL REGULAR	6,000.00
2323-734.14-674.029	LOCAL CONTRIBUTION	60,000.00

DESCRIPTION: Budget Adjustment

GL #	DESCRIPTION	Increase/(Decrease)
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2323-734.14-913.001	TRAVEL REGULAR	6,000.00
2323-734.14-674.029	LOCAL CONTRIBUTION	60,000.00



December 11, 2024

Mr. Joshua Freeman
Director of Administration
Genesee County
1101 Beach Street, Room 312
Flint, MI 48502-1475

Project: Genesee County Trail Analysis
(Grant No. 2024-13580)

Dear Mr. Freeman:

We are pleased to inform you that the Charles Stewart Mott Foundation has approved a grant in the amount of \$60,000 to Genesee County for the above-referenced project for the period December 1, 2024, through November 30, 2025.

Grant Payments

This grant will be paid upon receipt of your acceptance.

This letter or your proposal may set forth specific goals or objectives that your organization expects to achieve during the grant period. For accounting purposes, the Mott Foundation is not requiring that your organization achieve any specific goal or objective as a condition (or barrier) to your receipt and retention of the grant funds, except for the following:

- No conditions.

The Mott Foundation reserves the right to discontinue, modify, or withhold any payments that might otherwise be due under this grant or any other outstanding grant, to require a refund of any unexpended grant funds, or both, if, in the Mott Foundation's judgment, any of the following occur with respect to this grant or any other grant from the Mott Foundation to your organization:

1. Grant funds have been used for purposes other than those contemplated by this commitment letter.
2. Such action is necessary to comply with the requirements of any law or regulation affecting either your organization's or the Mott Foundation's responsibilities under the grant.
3. Your organization ceases to conduct this project, or circumstances change such that it becomes impractical or impossible for you to carry out this project.

Mr. Joshua Freeman
December 11, 2024
Page 2 (Grant No. 2024-13580)

4. Your organization's performance under this grant has not been satisfactory, as determined by the Mott Foundation in its reasonable discretion. Although the Mott Foundation expects your organization to work toward achieving the goals and objectives described in your proposal, unless a specific condition (or barrier) is identified above, the failure to obtain any specific goal or objective will not, alone, be cause for the Mott Foundation to determine that your organization's performance has not been satisfactory, but may be relevant in determining whether your overall performance has (or has not) been satisfactory.
5. The Mott Foundation has not received and approved all reports due from your organization prior to the payment date.

The Mott Foundation's judgment on these matters will be final and binding.

Mott Foundation Contact Person and Resources

Please direct all correspondence and questions relating to this grant to Jennifer Liversedge, Program Officer.

For general information regarding Mott Foundation grant procedures and other grant related questions, we encourage you to visit the Grantee Resources section of our website at www.mott.org/grantee-resources.

Another resource available to grantees is the Grantee Portal. The Grantee Portal provides real-time information on your grant's reporting requirements and due dates. By using the Grantee Portal, you may view a copy of this commitment letter, download copies of forms, and upload required reports directly to the Mott Foundation. For more information about the Grantee Portal, contact your program officer or login at <https://mott.fluxx.io>. The grant's primary project contact, Joshua Freeman, can login at <https://mott.fluxx.io> with their registered email address.

Use of Grant

Under United States law, Mott Foundation grant funds may be expended only for charitable, scientific, literary, religious, or educational purposes, as specified in section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended. This grant is to be expended solely in support of the objectives detailed in your proposal submitted November 19, 2024.

Your organization shall not, directly or indirectly, engage in, support or promote violence or terrorist activities.

Mr. Joshua Freeman
December 11, 2024
Page 3 (Grant No. 2024-13580)

Your organization confirms that this project is under its complete control. Your organization further confirms that it has and will exercise control over the process of selecting any consultant, that the decision made or that will be made on any such selection is completely independent of the Mott Foundation, and further, that there does not exist an agreement, written or oral, under which the Mott Foundation has caused or may cause the selection of a consultant.

Mott Foundation grant funds may not be used for lobbying expenditures.

Mott Foundation grant funds may not be used for re-granting to secondary organizations.

Your organization may charge this grant only for expenditures incurred or services performed during the grant period specified in this letter.

Your organization may charge this grant only for line item expenditures that were included in your approved budget as referenced in the “Reports” section of this letter. The addition of new line items must have the prior written approval of the Mott Foundation.

Grant Accounting

Your organization is required to maintain financial records for expenditures and receipts relating to this grant, retaining these records and other supporting documentation for five years after the grant’s termination date.

Your organization is also required to permit the Mott Foundation to have reasonable access to your files, records and personnel during the term of this grant and for five years thereafter for the purpose of making financial audits, verifications, or program evaluations.

Unless a specific condition (or barrier) is listed in the “Grant Payments” section of this letter, the Mott Foundation does not intend, in its own financial statements, to treat this grant as a “conditional contribution” described under Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2018-08. Your organization should make its own determination as to how to account for this grant in your financial statements and is not required (under FASB ASU 2018-08) to adopt the same accounting treatment as the Mott Foundation.

Reports

The Mott Foundation requires the following report to be submitted for this grant:

Report Type:	For Period Ending:	Due on or Before:
Final Report	November 30, 2025	January 1, 2026

Mr. Joshua Freeman
December 11, 2024
Page 4 (Grant No. 2024-13580)

The report must include the following parts, which must be submitted together:

1. A **narrative report** summarizing what was accomplished by the expenditure of funds during the reporting period. Your grant proposal indicated that your organization will work toward achieving certain goals and objectives during the grant period, and the narrative report should include a description of progress made toward achieving the following reporting objectives:
 - An update on priority trail segments that are recommended for completion to connect portions of existing trails.
 - Reflections of community sentiment about trails based on the trails symposium.
 - Recommendations on funding sources to create a complete trails system and related timeline projections.
2. A **financial report** showing the approved budget, expenditures against each line item since the start of the grant, and balances remaining (or overruns) for each line item. For the final report, you must explain all overrun variances that exceed both one thousand dollars (\$1,000) and 10% of the budgeted line item amount.

Your organization must report against the approved budget of \$60,000 submitted on November 19, 2024 (which may be greater than the amount of the Mott Foundation grant). If the approved budget covers multiple years, each report should include cumulative expenditures since the beginning of the grant period. The report must also include a summary of all funding received for this project (listed by source and grant period).

Unless a specific condition (or barrier) is listed in the “Grant Payments” section of this letter, the Mott Foundation is not requiring that your organization achieve any of the reporting objectives listed above as a condition (or barrier) to your receipt and retention of the grant funds. Rather, the reporting objectives are meant to capture your progress in achieving the goals and objectives identified in your grant proposal.

Reports and other grant requirements should be submitted online via the Mott Foundation’s Grantee Portal. A default portal account has been setup for the primary project contact. The project contact can login at <https://mott.fluxx.io> with their registered email address. Please contact your program officer if you need assistance or to change the project contact. Standard reporting templates and other forms are available for download via the Grantee Portal.

Undisbursed Funds

Your organization is required to return any undisbursed project funds on a prorata basis to the Mott Foundation within two months after the end of this grant. The prorata refund is computed by multiplying the total undisbursed project funds by the ratio of Mott Foundation funding to total funding received for this project for the grant period. Any refund of less than \$100 will be waived.

Mr. Joshua Freeman
December 11, 2024
Page 5 (Grant No. 2024-13580)

Compliance with Laws

Your organization may not use any portion of the grant funds to undertake any activity for any purpose other than one specified in section 170(c)(2)(B) of the Internal Revenue Code. Further, the Mott Foundation reserves the right to discontinue, modify, or withhold any payments that might otherwise be due under this grant or to require a refund of any unexpended grant funds if, in the Mott Foundation's judgment, such action is necessary to comply with the requirements of any law or regulation.

Public Information

The Mott Foundation will include information on this grant in its periodic public reports. The Mott Foundation also welcomes grantees to make announcements of grants upon return of this signed commitment letter. A copy of any release should be sent to the Mott Foundation's Communications Department prior to its dissemination. The department is available to provide assistance in your communications efforts.

Acceptance

This letter contains the entire agreement between your organization and the Charles Stewart Mott Foundation, and there are no conditions or stipulations, oral or written, governing the use of the grant funds other than those contained in this letter.

If your organization agrees to the grant conditions as stated, please **sign and return, via DocuSign**, one complete copy of this letter **with an electronic signature** of an appropriate representative of your organization in the space provided. In countersigning this letter, this individual represents to the Mott Foundation that he/she has the authority to sign this letter on the organization's behalf.

This grant may be withdrawn if the Mott Foundation has not received your acceptance within one month from the date of this letter.

On behalf of the Mott Foundation, I would like to extend our best wishes for the success of this endeavor.

Sincerely,

Signed by:

D4F6BC5C04384B6...

Kevin Perkins
Vice President-Administration and Secretary/Treasurer

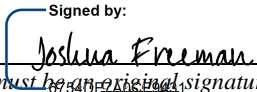
KP:sc

Mr. Joshua Freeman
December 11, 2024
Page 6 (Grant No. 2024-13580)

Our organization acknowledges that appropriate personnel have read and understand this letter, that its terms and conditions are acceptable to us, and that we will comply with those terms and conditions.

Name of Grantee: Genesee County

Printed Name of Authorized Signer: Joshua Freeman

Authorized Signature: 
Signed by:
(This must be an original signature of an authorized representative of the organization.)

Title: Director of Administration

Date Signed: 12/11/2024



December 11, 2024

Mr. Joshua Freeman
Director of Administration
Genesee County
1101 Beach Street, Room 312
Flint, MI 48502-1475

Project: Genesee County Trail Analysis
(Grant No. 2024-13580)

Dear Mr. Freeman:

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1. Grant funds have been used for purposes other than those contemplated by this commitment letter.
2. Such action is necessary to comply with the requirements of any law or regulation affecting either your organization's or the Mott Foundation's responsibilities under the grant.
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Mr. Joshua Freeman
December 11, 2024
Page 2 (Grant No. 2024-13580)

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Mr. Joshua Freeman
 December 11, 2024
 Page 3 (Grant No. 2024-13580)

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Mr. Joshua Freeman
December 11, 2024
Page 4 (Grant No. 2024-13580)

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Mr. Joshua Freeman
December 11, 2024
Page 5 (Grant No. 2024-13580)

Compliance with Laws

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Public Information

The Mott Foundation will include information on this grant in its periodic public reports. The Mott Foundation also welcomes grantees to make announcements of grants upon return of this signed commitment letter. A copy of any release should be sent to the Mott Foundation's Communications Department prior to its dissemination. The department is available to provide assistance in your communications efforts.

Acceptance

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If your organization agrees to the grant conditions as stated, please **sign and return, via DocuSign**, one complete copy of this letter **with an electronic signature** of an appropriate representative of your organization in the space provided. In countersigning this letter, this individual represents to the Mott Foundation that he/she has the authority to sign this letter on the organization's behalf.

This grant may be withdrawn if the Mott Foundation has not received your acceptance within one month from the date of this letter.

On behalf of the Mott Foundation, I would like to extend our best wishes for the success of this endeavor.

Sincerely,

Signed by:

D4F6BC5C04384B6...

Kevin Perkins
Vice President-Administration and Secretary/Treasurer

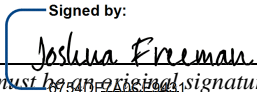
KP:sc

Mr. Joshua Freeman
December 11, 2024
Page 6 (Grant No. 2024-13580)

Our organization acknowledges that appropriate personnel have read and understand this letter, that its terms and conditions are acceptable to us, and that we will comply with those terms and conditions.

Name of Grantee: Genesee County

Printed Name of Authorized Signer: Joshua Freeman

Authorized Signature: 
Signed by:
(This must be an original signature of an authorized representative of the organization.)

Title: Director of Administration

Date Signed: 12/11/2024