

**CORCORAN CITY COUNCIL,
JOINT POWERS FINANCE AUTHORITY,
SUCCESSOR AGENCY FOR CORCORAN RDA,
& HOUSING AUTHORITY
AGENDA**

City Council Chambers
1015 Chittenden Avenue
Corcoran, CA 93212

*Tuesday, May 24, 2022
5:30 P.M*

Public Inspection: A detailed City Council packet is available for review at the City Clerk's Office, located at Corcoran City Hall, 832 Whitley Avenue.

Notice of ADA Compliance: In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the City Clerk's Office at (559) 992-2151.

ROLL CALL

Mayor:	Patricia Nolen
Vice Mayor:	Jeanette Zamora-Bragg
Council Member:	Greg Ojeda
Council Member:	Sidonio "Sid" Palmerin
Council Member:	Jerry Robertson

INVOCATION

FLAG SALUTE

1. PUBLIC DISCUSSION

Members of the audience may address the Council on non-agenda items; however, in accordance with government code section 54954.2, the Council may not (except in very specific instances) take action on an item not appearing on the posted agenda.

This is the time for members of the public to comment on any matter within the jurisdiction of the Corcoran City Council. This is also the public's opportunity to request that a Consent Calendar item be removed from that section and made a regular agenda item. The councilmembers ask that you keep your comments brief and positive. Creative criticism, presented with appropriate courtesy, is welcome.

After receiving recognition from the chair, speakers shall state their name and address and proceed with comments. Each speaker will be limited to five (5) minutes.

2. **CONSENT CALENDAR (VV)**

All items listed under the consent calendar are considered to be routine and will be enacted by one motion. If anyone desires discussion of any item on the consent calendar, the item can be removed at the request of any member of the City Council and made a part of the regular agenda.

- 2-A. Approval of minutes of the meeting of the City Council on May 10, 2022.
- 2-B. Authorization to read ordinances and resolutions by title only.
- 2-C. Consider approval of Resolution No. 3136 and Resolution No. 3137, regarding annual update of existing Landscaping Assessment District No. 07-01, Subdivision Salyer Estates No. 3, Tract Map 853.
- 2-D. Consider approval of Resolution No. 3138 and Resolution No. 3139, regarding annual update of existing Landscaping Assessment District No. 07-02, Subdivision Pheasant Ridge, Tract Map 857.
- 2-E. Consider approval of Resolution No. 3140 and Resolution No. 3141, regarding annual update of existing Landscaping Assessment District No. 08-01, Subdivision Sunrise Villas, Tract Map 856.
- 2-F. Consider approval of Resolution No. 3142 and Resolution No. 3143, regarding annual update of existing Landscaping Assessment District No. 08-02, Subdivision Patterson Avenue, Tract Map 785.
- 2-G. Consider approval of Resolution No. 3144 and Resolution No. 3145, regarding annual update of existing Public Facility Maintenance District (PFMD) Assessment District No. 18-01, Subdivision Sierra Estates 2, Tract 925

3. **APPROPRIATIONS (VV)**

Approval of Warrant Register dated May 24, 2022. *(Ruiz-Nuñez) (VV)*

4. **PRESENTATIONS**

- 4-A. Presentation by Kathy Chambers with Moore and Associates regarding the Transit Triennial Performance Audit. *(Tromborg)*
- 4-B. Presentation of Proclamation No. 2022-05 proclaiming May 2022 as Community Action Month. *(Spain)*

5. **PUBLIC HEARINGS** – None

6. **WRITTEN COMMUNICATIONS** – None

7. **STAFF REPORTS**

- 7-A. Consider renewal of the Caves and Associates Agreement. *(Gatzka) (VV)*

7-B. Consider adopting Resolution No. 3135 regarding updates to the City First Time Home Buyers (FTHB) Home Investment Partnership Program (HOME) Program guidelines. *(Tromborg) (VV)*

7-C. Police Department 2021 Annual Report. *(Shortnacy)*

7-D. Discussion regarding illegal fireworks. *(Shortnacy)*

8. **MATTERS FOR MAYOR AND COUNCIL**

8-A. Upcoming Events/Meetings

8-B. City Manager's Report

8-C. Council Comments/Staff Referral Items - *Items of Interest (Non-action items the Council may wish to discuss)*

8-D. Committee Reports

9. **CLOSED SESSION** – None

10. **ADJOURNMENT**

I certify that I caused this Agenda of the Corcoran City Council meeting to be posted at the City Council Chambers, 1015 Chittenden Avenue on May 20, 2022.


Marlene Spain, City Clerk

**MINUTES
CORCORAN CITY COUNCIL,
JOINT POWERS FINANCE AUTHORITY,
SUCCESSOR AGENCY FOR CORCORAN RDA,
& HOUSING AUTHORITY REGULAR MEETING**

Tuesday, May 10, 2022

The regular session of the Corcoran City Council was called to order by Mayor Nolen, in the City Council Chambers, 1015 Chittenden Avenue, Corcoran, CA at 5:31 P.M.

ROLL CALL

Councilmembers present: Patricia Nolen, Sidonio Palmerin, and Zamora-Bragg

Councilmembers absent: Jerry Robertson and Greg Ojeda

Staff present: Joseph Faulkner, Greg Gatzka, Jessica Gutierrez, Tina Gomez, Marlene Spain, Reuben Shortnacy and Kevin Tromborg

Press present: None

INVOCATION - Invocation was led by Councilmember Palmerin

FLAG SALUTE – Flag salute was led by Councilmember Zamora-Bragg

Councilmember Robertson arrived at 5:32 P.M.

1. PUBLIC DISCUSSION

Alicia Jacobo with Senator Hurtado’s office addressed the Council regarding some of the projects Hurtado’s office has been working on.

2. CONSENT CALENDAR (VV)

Following Council discussion, a **motion** was made by Robertson and seconded by Palmerin to approve the Consent Calendar. Motion carried by the following vote:

AYES: Nolen, Palmerin, and Roberston

NOES:

ABSENT: Ojeda

ABSTAIN: Zamora-Bragg abstained from the minutes.

2-A. Approval of minutes of the meeting of the City Council on April 26, 2022.

2-B. Authorization to read ordinances and resolutions by title only.

2-C. Approve the Final Acceptance of Work for City of Corcoran Pedestrian and Bicycle Facility Improvement Project and adopt Resolution 3132 Authorizing Final Acceptance and Notice of Completion.

- 2-D. Consider request from the Corcoran Chamber of Commerce to hold the annual SpringFest Saturday, May 14, 2022 in downtown Corcoran, utilizing Whitley Ave., Chittenden Ave and Christmas Tree Park.
- 2-E. Approve the Final Acceptance of Work for City of Corcoran Pedestrian and Bicycle Facility Improvement Project and adopt Resolution 3133 Authorizing Final Acceptance and Notice of Completion.

3. **APPROPRIATIONS (VV)**

Following Council discussion, a **motion** was made by Zamora-Bragg and seconded by Robertson to approve warrant register dated April 26, 2022. Motion carried by the following vote:

AYES: Nolen, Palmerin, Roberston and Zamora-Bragg
NOES:
ABSENT: Ojeda

4. **PRESENTATIONS** – None

5. **PUBLIC HEARINGS**

- 5-A. Continuation of Public Hearing to Receive Public Comment to Update the City of Corcoran’s 2020 Urban Water Management Plan. Public Works Director presented the staff report. There being no written or oral testimony the Public Hearing was declared closed at 6:49 P.M.

Following Council discussion, a **motion** was made by Ojeda and seconded by Robertson to continue adopt the City of Corcoran’s 2020 Urban Water Management Plan and 2020 Water Shortage Contingency Plan. Motion carried by the following vote:

AYES: Nolen, Palmerin, Roberston and Zamora-Bragg
NOES:
ABSENT: Ojeda

6. **WRITTEN COMMUNICATIONS** – None

7. **STAFF REPORTS**

- 7-A. Following Council discussion, a **motion** was made by Robertson and seconded by Palmerin to table 7-A for the next meeting. Motion carried by the following vote:

AYES: Nolen, Palmerin, Roberston and Zamora-Bragg

NOES:
ABSENT: Ojeda

- 7-B.** Following Council discussion, a **motion** was made by Robertson and seconded by Zamora-Bragg to approve Resolution No. 3134 to authorize approval of the Sustainable Transportation Grant. Motion carried by the following vote:

AYES: Nolen, Palmerin, Roberston and Zamora-Bragg
NOES:
ABSENT: Ojeda

8. MATTERS FOR MAYOR AND COUNCIL

- 8-A.** Council received information items.
- 8-B.** Staff received referral items.
- 8-C.** Committee reports.

CLOSED SESSION – None

ADJOURNMENT **6:19 P.M.**

Patricia Nolen, Mayor

Marlene Spain, City Clerk

APPROVED DATE: _____

City of

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**STAFF REPORT
ITEM #: 2-C**

MEMO

TO: Corcoran City Council

FROM: Marlene Spain, City Clerk

DATE: May 20, 2022 **MEETING DATE:** May 24, 2022

SUBJECT: Consider approval of Resolution No. 3136 Directing City Engineer to prepare a report on Assessment District No. 07-01, Subdivision Salyer Estates No. 3, Tract Map 853, Pursuant to Landscape & Lighting Act of 1972 and Resolution No. 3137 Intent to Levy and Collect Assessments on Assessment District No. 07-01, Subdivision Salyer Estates No. 3, Tract Map 853, Pursuant to Landscape & Lighting Act of 1972.

Recommendation: (Voice Vote)

Move to approve Resolution No. 3136 and Resolution No. 3137, regarding annual update of existing Landscaping Assessment District No. 07-01, Subdivision Salyer Estates No. 3, Tract Map 853.

Discussion:

This is the first step in the process for reviewing annual Landscaping Assessment Districts.

Budget Impact:

The assessments will pay for all costs relating to the maintenance of the district.

Attachments:

Resolution No. 3136
Resolution No. 3137

RESOLUTION NO. 3136

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN DIRECTING ENGINEER TO PREPARE A REPORT ON ASSESSMENT DISTRICT NO. 07-01, SUBDIVISION SALYER ESTATES NO. 3, PURSUANT TO LANDSCAPE AND LIGHTING ACT OF 1972

WHEREAS, the City of Corcoran formed an assessment district pursuant to the Landscaping and Lighting Act 1972 (Section 22500 and following, Streets & Highways Code); AND

WHEREAS, the City Council directed the Engineer to prepare and file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972.

WHEREAS, the City Council must conduct a public hearing to consider its intent to levy and collect assessments on said assessment district.

NOW, THEREFOR BE IT RESOLVED, that a Public Hearing shall be held on JULY 14, 2022 to consider the intent to levy and collect assessments on Assessment District No. 07-01, Subdivision Salyer Estates No. 3.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Corcoran held on the 24th day of May, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____
Patricia Nolen, Mayor

ATTEST: _____
Marlene Spain, City Clerk

RESOLUTION NO. 3137

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN DIRECTING
ENGINEER TO PREPARE A REPORT ON ASSESSMENT DISTRICT NO. 07-01,
SUBDIVISION SALYER ESTATES NO. 3, PURSUANT TO LANDSCAPE AND LIGHTING
ACT OF 1972

WHEREAS, the City of Corcoran formed and assessment district pursuant to the
Landscaping and Lighting Act 1972 (Section 22500 and following, Streets & Highways Code);
AND

WHEREAS, the City Council directed the Engineer to prepare and file with the City a
report in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972.

WHEREAS, the City Council must conduct a public hearing to consider its intent to levy
and collect assessments on said assessment district.

NOW, THEREFOR BE IT RESOLVED, that a Public Hearing shall be held on JULY 14,
2022 to consider the intent to levy and collect assessments on Assessment District No. 07-01,
Subdivision Salyer Estates No. 3.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of
Corcoran held on the 24th day of May 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____
Patricia Nolen, Mayor

ATTEST: _____
Marlene Spain, City Clerk

City of

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STAFF REPORT

ITEM #: 2-D

MEMO

TO: Corcoran City Council

FROM: Marlene Spain, City Manager

DATE: May 20, 2022 **MEETING DATE:** May 24, 2022

SUBJECT: Consider approval of Resolution No. 3138 Directing City Engineer to prepare a report on Assessment District No. 07-02, Subdivision Pheasant Ridge (previously known as Sequoias Phase I), Tract Map 857, Pursuant to Landscape & Lighting Act of 1972 and Resolution No. 3139 Intent to Levy and Collect Assessments on Assessment District No. 07-02, Subdivision Pheasant Ridge (previously known as Sequoias Phase I), Tract Map 857, Pursuant to Landscape & Lighting Act of 1972.

Recommendation: (Voice Vote)

Move to approve Resolution No. 3138 and Resolution No. 3139, regarding annual update of existing Landscaping Assessment District No. 07-02, Subdivision Pheasant Ridge, Tract Map 857.

Discussion:

This is the first step in the process for reviewing annual Landscaping Assessment Districts.

Budget Impact:

The assessments will pay for all costs relating to the maintenance of the district.

Attachments:

Resolution No. 3138

Resolution No. 3139

City Offices

RESOLUTION NO. 3138

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN DIRECTING ENGINEER TO PREPARE A REPORT ON ASSESSMENT DISTRICT NO. 07-02, SUBDIVISION PHEASANT RIDGE (PREVIOUSLY KNOWN AS SEQUOIAS PHASE I), PURSUANT TO LANDSCAPE AND LIGHTING ACT OF 1972

WHEREAS, the City of Corcoran has formed an assessment district pursuant to the Landscaping and Lighting Act of 1972 (Section 22500) and following, Streets & Highways Code) for the purpose of the following improvements:

Maintenance of turf areas, shrubs, trees, irrigation systems, walls; and street lighting.

WHEREAS, the City Council needs to direct the City Engineer to prepare the file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972.

NOW, THEREFOR BE IT RESOLVED, that the City Council of the City of Corcoran does herewith direct and order the City Engineer to prepare and file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping & Lighting Act of 1972.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Corcoran held on the 24th day of May, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____
Patricia Nolen, Mayor

ATTEST: _____
Marlene Spain, City Clerk

RESOLUTION NO. 3139

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN DIRECTING ENGINEER TO PREPARE A REPORT ON ASSESSMENT DISTRICT NO. 07-02, SUBDIVISION PHEASANT RIDGE (PREVIOUSLY KNOWN AS SEQUOIAS PHASE I), PURSUANT TO LANDSCAPE AND LIGHTING ACT OF 1972

WHEREAS, the City of Corcoran formed and assessment district pursuant to the Landscaping and Lighting Act 1972 (Section 22500 and following, Streets & Highways Code); AND

WHEREAS, the City Council directed the Engineer to prepare and file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972.

WHEREAS, the City Council must conduct a public hearing to consider its intent to levy and collect assessments on said assessment district.

NOW, THEREFOR BE IT RESOLVED, that a Public Hearing shall be held on JULY 14, 2022 to consider the intent to levy and collect assessments on Assessment District No. 07-02, Subdivision Pheasant Ridge.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Corcoran held on the 24th day of May, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____
Patricia Nolen, Mayor

ATTEST: _____
Marlene Spain, City Clerk

City of

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STAFF REPORT

ITEM #: 2-E

MEMO

TO: Corcoran City Council

FROM: Marlene Spain, City Manager

DATE: May 20, 2022

MEETING DATE: May 24, 2022

SUBJECT: Consider approval of Resolution No. 3140 Directing City Engineer to prepare a report on Assessment District No. 08-01, Subdivision Sunrise Villas, Tract Map 856, Pursuant to Landscape & Lighting Act of 1972 and Resolution No. 3141 Intent to Levy and Collect Assessments on Assessment District No. 08-01, Subdivision Sunrise Villas, Tract Map 856, Pursuant to Landscape & Lighting Act of 1972.

Recommendation: (Voice Vote)

Move to approve Resolution No. 3140 and Resolution No. 3141, regarding annual update of existing Landscaping Assessment District No. 08-01, Subdivision Sunrise Villas, Tract Map 856.

Discussion:

This is the first step in the process for reviewing annual Landscaping Assessment Districts.

Budget Impact:

The assessments will pay for all costs relating to the maintenance of the district.

Attachments:

Resolution No. 3140

Resolution No. 3141

City Offices

RESOLUTION NO. 3140

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN DIRECTING ENGINEER TO PREPARE A REPORT ON ASSESSMENT DISTRICT NO. 08-01, SUBDIVISION SUNRISE VILLAS, PURSUANT TO LANDSCAPE AND LIGHTING ACT OF 1972

WHEREAS, the City of Corcoran formed and assessment district pursuant to the Landscaping and Lighting Act 1972 (Section 22500 and following, Streets & Highways Code); AND

WHEREAS, the City Council directed the Engineer to prepare and file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972.

WHEREAS, the City Council must conduct a public hearing to consider its intent to levy and collect assessments on said assessment district.

NOW, THEREFOR BE IT RESOLVED, that a Public Hearing shall be held on JULY 14, 2022 to consider the intent to levy and collect assessments on Assessment District No. 08-01, Subdivision Sunrise Villas.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Corcoran held on the 24th day of May, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____
Patricia Nolen, Mayor

ATTEST: _____
Marlene Spain, City Clerk

RESOLUTION NO. 3141

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN DIRECTING ENGINEER TO PREPARE A REPORT ON ASSESSMENT DISTRICT NO. 08-01, SUBDIVISION SUNRISE VILLAS, PURSUANT TO LANDSCAPE AND LIGHTING ACT OF 1972

WHEREAS, the City of Corcoran formed and assessment district pursuant to the Landscaping and Lighting Act 1972 (Section 22500 and following, Streets & Highways Code); AND

WHEREAS, the City Council directed the Engineer to prepare and file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972.

WHEREAS, the City Council must conduct a public hearing to consider its intent to levy and collect assessments on said assessment district.

NOW, THEREFOR BE IT RESOLVED, that a Public Hearing shall be held on JULY 14, 2022 to consider the intent to levy and collect assessments on Assessment District No. 08-01, Subdivision Sunrise Villas.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Corcoran held on the 24th day of May, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____
Patricia Nolen, Mayor

ATTEST: _____
Marlene Spain, City Clerk

City of

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STAFF REPORT

ITEM #: 2-F

MEMO

TO: Corcoran City Council

FROM: Marlene Spain, City Manager

DATE: May 20, 2022

MEETING DATE: May 24, 2022

SUBJECT: Consider approval of Resolution No. 3142 Directing City Engineer to prepare a report on Assessment District No. 08-02, Subdivision Patterson Avenue, Tract Map 785, Pursuant to Landscape & Lighting Act of 1972 and Resolution No. 3143 Intent to Levy and Collect Assessments on Assessment District No. 08-02, Subdivision Patterson Avenue, Tract Map 785, Pursuant to Landscape & Lighting Act of 1972.

Recommendation: (Voice Vote)

Move to approve Resolution No. 3142 and Resolution No. 3143, regarding annual update of existing Landscaping Assessment District No. 08-02, Subdivision Patterson Avenue, Tract Map 785.

Discussion:

This is the first step in the process for reviewing annual Landscaping Assessment Districts.

Budget Impact:

The assessments will pay for all costs relating to the maintenance of the district.

Attachments:

Resolution No. 3142

Resolution No. 3143

City Offices

RESOLUTION NO. 3142

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN DIRECTING
ENGINEER TO PREPARE A REPORT ON ASSESSMENT DISTRICT NO. 08-02,
SUBDIVISION PATTERSON AVENUE, PURSUANT TO LANDSCAPE AND LIGHTING
ACT OF 1972

WHEREAS, the City of Corcoran formed and assessment district pursuant to the
Landscaping and Lighting Act 1972 (Section 22500 and following, Streets & Highways Code);
AND

WHEREAS, the City Council directed the Engineer to prepare and file with the City a
report in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972.

WHEREAS, the City Council must conduct a public hearing to consider its intent to levy
and collect assessments on said assessment district.

NOW, THEREFOR BE IT RESOLVED, that a Public Hearing shall be held on JULY 14,
2022 to consider the intent to levy and collect assessments on Assessment District No. 08-02,
Subdivision Patterson Avenue.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of
Corcoran held on the 24th day of May, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____
Patricia Nolen, Mayor

ATTEST: _____
Marlene Spain, City Clerk

RESOLUTION NO. 3143

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN DIRECTING ENGINEER TO PREPARE A REPORT ON ASSESSMENT DISTRICT NO. 08-02, SUBDIVISION PATTERSON AVENUE, PURSUANT TO LANDSCAPE AND LIGHTING ACT OF 1972

WHEREAS, the City of Corcoran formed and assessment district pursuant to the Landscaping and Lighting Act 1972 (Section 22500 and following, Streets & Highways Code); AND

WHEREAS, the City Council directed the Engineer to prepare and file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972.

WHEREAS, the City Council must conduct a public hearing to consider its intent to levy and collect assessments on said assessment district.

NOW, THEREFOR BE IT RESOLVED, that a Public Hearing shall be held on JULY 14, 2022 to consider the intent to levy and collect assessments on Assessment District No. 08-02, Subdivision Patterson Avenue.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Corcoran held on the 24th day of May, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____
Patricia Nolen, Mayor

ATTEST: _____
Marlene Spain, City Clerk

City of

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STAFF REPORT

ITEM #: 2-G

MEMO

TO: Corcoran City Council

FROM: Marlene Spain, City Manager

DATE: May 20, 2022

MEETING DATE: May 24, 2022

SUBJECT: Consider approval of Resolution No. 3144 Directing City Engineer to prepare a report on Public Facility Maintenance District (PFMD) Assessment District No. 18-01, Subdivision Sierra Estates 2, Tract 925 and Resolution No. 3145 Intent to Levy and collect Assessments on Public Facility Maintenance District (PFMD) Assessment No. 18-01

Recommendation: (Voice Vote)

Move to approve Resolution No. 3144 and Resolution No. 3145, regarding annual update of existing Public Facility Maintenance District (PFMD) Assessment District No. 18-01, Subdivision Sierra Estates 2, Tract 925

Discussion:

This is the first step in the process for reviewing annual Landscaping Assessment Districts.

Budget Impact:

The assessments will pay for all costs relating to the maintenance of the district.

Attachments:

Resolution No. 3144

Resolution No. 3145

City Offices

RESOLUTION NO. 3144

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
DIRECTING ENGINEER TO PREPARE A REPORT ASSESSMENTS ON PUBLIC
FACILITY MAINTENANCE DISTRICT (PFMD) NO. 18-01, SUBDIVISION SIERRA
ESTATES 2, TRACT 925, PURSUANT TO LANDSCAPE AND LIGHTING ACT
OF 1972**

WHEREAS, the City of Corcoran formed an assessment district pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 and following, Streets & Highways Code); AND

WHEREAS, the City Council directed the Engineer to prepare and file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972.

WHEREAS, the City Council must conduct a public hearing to consider its intent to levy and collect assessments on said public facility maintenance district (PFMD).

NOW, THEREFORE, BE IT RESOLVED, that a Public Hearing shall be held on JULY 14, 2022 to consider the intent to levy and collect assessments on Public Facility Maintenance District (PFMD). 18-01, Sierra Estates Subdivision Tract 925.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Corcoran held on the 24th day of May, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Patricia Nolen, Mayor

ATTEST:

Marlene Spain, City Clerk

RESOLUTION NO. 3145

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
INTENT TO LEVY AND COLLECT ASSESSMENTS PUBLIC FACILITY
MAINTENANCE DISTRICT (PFMD) NO. 18-01, SUBDIVISION SIERRA ESTATES 2,
TRACT 925, PURSUANT TO LANDSCAPE AND LIGHTING ACT OF 1972**

WHEREAS, the City of Corcoran formed an assessment district pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 and following, Streets & Highways Code); AND

WHEREAS, the City Council directed the Engineer to prepare and file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972.

WHEREAS, the City Council must conduct a public hearing to consider its intent to levy and collect assessments on said public facility maintenance district (PFMD).

NOW, THEREFORE, BE IT RESOLVED, that a Public Hearing shall be held on JULY 14, 2022 to consider the intent to levy and collect assessments on Public Facility Maintenance District (PFMD). 18-01, Sierra Estates Subdivision Tract 925.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Corcoran held on the 24th day of May, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Patricia Nolen, Mayor

ATTEST:

Marlene Spain, City Clerk

City of

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STAFF REPORT

ITEM #: 3

MEMORANDUM

TO: City Council

FROM: Soledad Ruiz-Nunez, Finance Director

DATE: May 24, 2022

MEETING DATE: May 24, 2022

SUBJECT: Warrant Register

Recommendation:

Consider approval of the warrant register(s).

Discussion:

The attached appropriations are for services and supplies utilized by City Departments in order to maintain services for the community. The warrant register(s) will be reviewed at the upcoming meeting and staff can address any questions from Council Members.

Budget Impact:

The warrant register includes expenses approved in the Fiscal Year 2021/2022 Budget and may include items which will be addressed through Budget Amendments.

Attachments:

- Warrant Register #1 for warrant request date: **05/09/2022 FY22**
- Warrant Register #2 for warrant request date: **05/13/2022 FY22**

Accounts Payable

Blanket Voucher Approval Document



User: spineda
Printed: 05/09/2022 - 3:50PM
Warrant Request Date: 5/9/2022
DAC Fund:

Batch: 00511.05.2022 - Wmnt Rgstr 5/10/22 FY2022

Line	Claimant	Amount	
1	Asbury Environmental Services	95.00	
2	Auto Zone, Inc.	106.73	
3	Az Auto Parts	217.38	
4	Cannon Financial Services, Inc.	459.24	
5	Central Valley Sweeping LLC	6,380.00	
6	City of Corcoran	100.60	
7	City of Corcoran	682.04	
8	City of Corcoran	486.00	
9	CLEARs Central Chapter	60.00	
10	College of the Sequoias	150.00	
11	Corcoran Publishing Company	258.00	
12	Dispensing Technology Corp	4,499.59	
13	Dylan Zable	23.00	
14	Frontier Communications	86.80	
15	Gary V. Burrows Inc.	4,016.35	
16	Hofmans Nursery	305.63	
17	Jones Electric	430.00	
18	Kings Waste & Recycling	50,473.28	
19	Natalie Sierra	200.00	
20	NO Calif Regional Public Safety Training	375.00	
21	Pace Analytical Services, LLC	487.50	
22	PACE Supply	1,436.05	
23	Performance Industrial Controls	2,229.94	
24	PG&E	10.51	
25	PG&E	10.52	
26	PG&E	194.86	
27	PG&E	2,957.32	
28	Quality Pool Service	850.00	
29	Sequoia Council Registration	771.00	
30	Simplot Grower Solutions	2,040.23	
31	The Criscom Company	2,250.00	
32	The Gas Company	51.31	
33	The Printer	452.00	
34	TSA Consulting Group, Inc.	50.00	
35	Turnupseed Electric Svc Inc	618.86	
36	unWired Broadband	199.95	
37	WEX BANK	16,275.64	
38	Witbro Inc.	71,886.45	
		Page Total:	\$172,176.78
		Grand Total:	\$172,176.78

Page Total: \$172,176.78

Accounts Payable Voucher Approval List



User: spineda
 Printed: 05/09/2022 - 3:53PM
 Batch: 00511.05.2022 - Wrrt Rgstr 5/10/22 FY2022

Warrant Date	Vendor	Description	Account Number	Amount
5/9/2022	Asbury Environmental Services	PICK UP USED OIL	104-433-300-200	95.00
5/9/2022	Auto Zone, Inc.	AIR FILTER UNIT 266	104-421-300-260	25.51
5/9/2022	Auto Zone, Inc.	OIL FILTER UNIT 220	104-421-300-260	24.55
5/9/2022	Auto Zone, Inc.	BUS 167 DURALAST STARTER	145-410-300-260	40.00
5/9/2022	Auto Zone, Inc.	CAR WASH	104-421-300-260	16.67
5/9/2022	Az Auto Parts	RETAINER FOR DRILL, SHOP USE	104-433-300-210	27.97
5/9/2022	Az Auto Parts	SQUEEGEE HEAD FOR WASH RACK	104-433-300-210	18.86
5/9/2022	Az Auto Parts	AIR FILTER UNIT 256	104-421-300-260	10.90
5/9/2022	Az Auto Parts	AIR BLOW GUN FOR SHOP USE	104-433-300-210	67.60
5/9/2022	Az Auto Parts	AIR FITTING FOR SHOP	104-433-300-210	10.65
5/9/2022	Az Auto Parts	FIBER PATCH FOR SHOP USE	104-433-300-210	61.40
5/9/2022	Az Auto Parts	AIR FILTER FOR UNIT 284	105-437-300-260	20.00
5/9/2022	Cannon Financial Services, Inc.	CONTRACT & INS & USAGE PERFORMANCE MAY 2022	104-432-300-180	459.24
5/9/2022	Central Valley Sweeping LLC	STREET SWEEPING APRIL 2022	112-438-300-200	2,128.00
5/9/2022	Central Valley Sweeping LLC	STREET SWEEPING APRIL 2022	109-434-300-200	2,126.00
5/9/2022	Central Valley Sweeping LLC	STREET SWEEPING APRIL 2022	121-439-300-200	2,126.00
5/9/2022	City of Corcoran	BUS WASH USE--JAN TO MARCH 2022	145-410-300-260	168.00
5/9/2022	City of Corcoran	BUS WASH USE	104-421-300-260	72.00
5/9/2022	City of Corcoran	BUS WASH USE	104-431-300-260	30.00
5/9/2022	City of Corcoran	BUS WASH USE	105-437-300-260	87.00
5/9/2022	City of Corcoran	BUS WASH USE	109-434-300-260	3.00
5/9/2022	City of Corcoran	BUS WASH USE	104-412-300-260	42.00
5/9/2022	City of Corcoran	BUS WASH USE	120-435-300-260	69.00
5/9/2022	City of Corcoran	BUS WASH USE	104-406-300-260	15.00
5/9/2022	City of Corcoran	CITY SVC 1630 BREWER	301-430-300-316	100.60
5/9/2022	City of Corcoran	FIRST AID/CPR SEVILLA	104-421-300-270	12.00
5/9/2022	City of Corcoran	FIRST AID/CPR PADAMA	104-421-300-270	12.00
5/9/2022	City of Corcoran	FIRST AID/CPR CASTRO	104-421-300-270	12.00
5/9/2022	City of Corcoran	DOJ MUPS PFARR PER DIEM	104-421-300-270	151.00
5/9/2022	City of Corcoran	BATI INVESTIGATION PER DIEM PADAMA	104-421-300-270	60.00
5/9/2022	City of Corcoran	UNIT DETAIL	104-421-300-260	80.00
5/9/2022	City of Corcoran	INMATE MEAL	104-421-300-148	13.19
5/9/2022	City of Corcoran	INMATE MEAL	104-421-300-148	5.18
5/9/2022	City of Corcoran	POSTAGE	104-432-300-152	0.67

5/9/2022	City of Corcoran	PER DIEM CRAMER INT AFFAIRS 5/9-12/22	104-421-300-270	156.00
5/9/2022	City of Corcoran	PER DIEM CASH DISPATCHERS COURSE 59-27/22	104-421-300-270	180.00
5/9/2022	CLEARs Central Chapter	RAP SHEET TRAINING: BARBOZA, ROCHA, DEVANEY	104-421-300-270	60.00
5/9/2022	College of the Sequoias	FIRE ARMS/TACTICAL SEVILLA	104-421-300-270	150.00
5/9/2022	Corcoran Publishing Company	CAT AD APRIL 2022	145-410-300-156	258.00
5/9/2022	Dispensing Technology Corp	SUPPLIES FOR STREET RECONSTRUCTION	109-434-300-213	4,499.59
5/9/2022	Dylan Zable	DWR DROUGHT PREPAREDNESS & RESPONSE	105-437-300-270	23.00
5/9/2022	Frontier Communications	ACCT#55999286801122995	104-432-320-220	86.80
5/9/2022	Gary V. Burrows Inc.	FUEL STATEMENT APRIL 2022 CHARGES FOR PD	104-421-300-250	1,790.49
5/9/2022	Gary V. Burrows Inc.	FUEL STATEMENT APRIL 2022 CHARGES FOR PW	109-434-300-250	1,053.60
5/9/2022	Gary V. Burrows Inc.	FUEL STATEMENT APRIL 2022 CHARGES FOR PW	105-437-300-250	197.91
5/9/2022	Gary V. Burrows Inc.	FUEL STATEMENT APRIL 2022 CHARGES FOR PW	104-433-300-250	319.83
5/9/2022	Gary V. Burrows Inc.	FUEL STATEMENT APRIL 2022 CHARGES FOR PW	120-435-300-250	577.66
5/9/2022	Gary V. Burrows Inc.	FUEL STATEMENT APRIL 2022 CHARGES FOR PW	104-412-300-250	76.86
5/9/2022	Hofmans Nursery	FLOWERS DOWNTOWN	104-412-300-210	305.63
5/9/2022	Jones Electric	ELECTRICAL SVC STREET LIGHTS	109-434-300-200	295.00
5/9/2022	Jones Electric	ELECTRICAL SVC NORT ENTRANCE	104-412-300-200	135.00
5/9/2022	Kings Waste & Recycling	GREEN WASTE 220.78 UNITS/TONS	112-436-300-192	8,844.80
5/9/2022	Kings Waste & Recycling	BLUE CANS 70.76 UNITS/TONS	112-436-300-192	2,830.40
5/9/2022	Kings Waste & Recycling	MISC COMM 779.28 UNITS/TONS	112-436-300-192	38,798.08
5/9/2022	Natalie Sierra	REFUND VEST HALL DEPOSIT 4/30/22	104-000-362-085	200.00
5/9/2022	NO Calif Regional Public Safety Training	SWAT TEAM LEADER PFARR	104-421-300-270	375.00
5/9/2022	Pace Analytical Services, LLC	MONTHLY ARSENIC TESTING SAMPLES APRIL 2022	120-435-300-200	487.50
5/9/2022	PACE Supply	55" HYDRANT BURY FOR STOCK	105-437-300-210	625.14
5/9/2022	PACE Supply	2" BRASS VALVE FOR MAIN LEAK	105-437-300-140	462.81
5/9/2022	PACE Supply	BRASS PARTS	105-437-300-210	48.93
5/9/2022	PACE Supply	1" & 3/4" IDLERS	105-437-300-210	299.17
5/9/2022	Performance Industrial Controls	PROGRAMMING & TROUBLESHOOTING APRIL 2022	105-437-300-200	2,229.94
5/9/2022	PG&E	ACCT#02640094583	301-430-300-316	194.86
5/9/2022	PG&E	ACCT#13015938064	104-432-300-240	2,957.32
5/9/2022	PG&E	ACCT#94172356415	301-430-300-316	10.52
5/9/2022	PG&E	ACCT#84659647279	301-430-300-316	10.51
5/9/2022	Quality Pool Service	MONTHLY SVC APRIL 2022	138-413-300-200	850.00
5/9/2022	Sequoia Council Registration	REGISTRATION RENEWAL-EXPLORERS	330-429-300-210	771.00
5/9/2022	Simplot Grower Solutions	PISTACHIO PARMING CHEMICALS	139-450-300-210	2,040.23
5/9/2022	The Criscom Company	GRANT WRITING DOI	104-421-300-200	2,250.00
5/9/2022	The Gas Company	ACCT05463252576	104-432-300-242	51.31
5/9/2022	The Printer	BUSINESS CARDS	104-421-300-155	128.30
5/9/2022	The Printer	CPD ENVELOPES	104-421-300-155	323.70
5/9/2022	TSA Consulting Group, Inc.	APRIL 2022 SVCS FEE 401 ADMIN PLAN	104-405-300-200	50.00
5/9/2022	Turnpseed Electric Svc Inc	REPLC CIRCUIT BREAKERS AT SEWER LIFT STATION #2	120-435-300-140	618.86
5/9/2022	unWired Broadband	INTERNET SVC WTP	105-437-300-220	199.95
5/9/2022	WEX BANK	FUEL STATEMENT	104-406-300-250	95.67
5/9/2022	WEX BANK	FUEL STATEMENT	104-406-300-250	259.51

5/9/2022	WEX BANK	FUEL STATEMENT	104-421-300-250	178.19
5/9/2022	WEX BANK	FUEL STATEMENT	104-421-300-250	4,750.22
5/9/2022	WEX BANK	FUEL STATEMENT	105-437-300-250	3,223.62
5/9/2022	WEX BANK	FUEL STATEMENT	120-435-300-250	1,367.63
5/9/2022	WEX BANK	FUEL STATEMENT	109-434-300-250	576.83
5/9/2022	WEX BANK	FUEL STATEMENT	104-412-300-250	1,132.27
5/9/2022	WEX BANK	FUEL STATEMENT	104-431-300-250	218.45
5/9/2022	WEX BANK	FUEL STATEMENT	104-432-300-250	230.34
5/9/2022	WEX BANK	FUEL STATEMENT	104-432-300-250	-77.08
5/9/2022	WEX BANK	FUEL STATEMENT	145-410-300-250	4,319.99
5/9/2022	Witbro Inc.	CAL TRANS CMAQ 5223-019	109-434-300-200	17,652.47
5/9/2022	Witbro Inc.	CAL TRANS CMAQ 5223-020 PHASE 2	109-434-300-200	16,492.00
5/9/2022	Witbro Inc.	CAL TRANS CMAQ 5223-019 FINAL PAYMENT	109-434-300-200	18,353.24
5/9/2022	Witbro Inc.	CAL TRANS CMAQ 5223-020 PHASE 2 FINAL PAYMENT	109-434-300-200	19,388.74

Warrant Total: 172,176.78

Accounts Payable Blanket Voucher Approval Document



User: spineda
Printed: 05/17/2022 - 3:40PM
Warrant Request Date: 5/13/2022
DAC Fund:

Batch: 00512.05.2022 - Wrnt Rgstr 5/24/22 FY2022

Line	Claimant	Amount
1	A & M Consulting Engineers	5,236.15
2	American Office Solutions, LLC	420.46
3	American Office Solutions, LLC	914.71
4	Auto Zone, Inc.	22.82
5	Beatwear Inc	1,116.26
6	C. A. Reding Company, Inc	92.28
7	Caves & Associates	525.00
8	CDW-Government, Inc	87.75
9	Cooks Communications	3,839.06
10	Corcoran Publishing Company	72.00
11	Dept of Justice	725.00
12	Ewing Irrigation Products, Inc	1,593.16
13	Felder Communications	779.50
14	Fresno City College	138.00
15	Frontier Communications	55.56
16	Frontier Communications	308.22
17	Frontier Communications	166.94
18	Frontier Communications	97.99
19	Frontier Communications	195.98
20	Gloria Alfaro	150.00
21	Juana Galvan	150.00
22	Leon Environmental Svcs	2,500.00
23	Linde Inc.	6,451.52
24	Manuel Zapata Tree Service	6,175.00
25	Office Depot	263.02
26	PACE Supply	281.45
27	PG&E	120,387.64
28	Pizza Factory	24.35
29	Quadient	1,132.62
30	Quadient Leasing USA, Inc.	1,202.62
31	Self Help Enterprises	16,631.31
32	SJVAPCD	143.00
33	Springbrook Holding Company LLC	8,057.00
34	The Gas Company	37.99
35	The Gas Company	21.58
36	The Gas Company	121.77
37	The Gas Company	130.89
38	The Lawnmower Man	280.51
39	Trans Union LLC	91.56
40	Tulare-Kings Veterinary ER Svc	128.00
41	Tule Trash Company	101,186.07
42	Univar USA Inc	8,199.46

Grand Total: \$290,134.20

Accounts Payable Voucher Approval List



User: spineda
 Printed: 05/17/2022 - 3:45PM
 Batch: 00512.05.2022 - Wmt Rgstr 5/24/22 FY2022

Warrant Date	Vendor	Description	Account Number	Amount
5/13/2022	A. & M Consulting Engineers	REVIEW TS GAS STATION PROJECT 43	104-406-300-200	206.15
5/13/2022	A. & M Consulting Engineers	TPM 22-01 COMMENTS & REVIEW	104-406-300-200	155.00
5/13/2022	A. & M Consulting Engineers	TIA FUELING STATION ORANGE & 43 PARTIAL	104-406-300-200	4,875.00
5/13/2022	American Office Solutions, LLC	BATTERY BACKUP AT PW OFFICE	104-431-300-210	162.36
5/13/2022	American Office Solutions, LLC	SPARE COMPUTER AT PW OFFICE	109-434-300-210	129.05
5/13/2022	American Office Solutions, LLC	CORD FOR SPARE COMPUTER AT PW OFFICE	104-412-300-210	129.05
5/13/2022	American Office Solutions, LLC	NETWORK CAMERA	104-421-300-181	914.71
5/13/2022	Auto Zone, Inc.	CAR WASH SUPPLIES	104-421-300-260	22.82
5/13/2022	Beatwear Inc	UNIFORMS-DANIEL	104-421-300-210	649.80
5/13/2022	Beatwear Inc	POLO SHIRTS-DANIEL	104-421-300-210	357.98
5/13/2022	Beatwear Inc	POLO SHIRTS-CASTILLO	104-421-300-210	108.48
5/13/2022	C. A. Reding Company, Inc	COPIER LEASE WTP	105-437-300-180	92.28
5/13/2022	Caves & Associates	NEGOTIATIONS MAY 2022	104-402-300-200	525.00
5/13/2022	CDW-Government, Inc	RECEIPT PAPER ITHACA SPECIAL ROLL	104-405-300-150	87.75
5/13/2022	Cooks Communications	REPAIR TO EMERGENCY SYSTEM	104-421-300-260	996.51
5/13/2022	Cooks Communications	DOCKING STATION INSTALLED	104-421-300-260	1,572.39
5/13/2022	Cooks Communications	REPAIR TO ELECTRICAL SYSTEM	104-421-300-260	1,270.16
5/13/2022	Corcoran Publishing Company	NIXEL 4/7/22	104-421-300-156	36.00
5/13/2022	Corcoran Publishing Company	NIXEL 4/21/22	104-421-300-156	36.00
5/13/2022	Dept of Justice	LIVE SCAN FEES APRIL 2022	104-421-300-148	725.00
5/13/2022	Ewing Irrigation Products, Inc	DEPT SUPPLIES FOR PARKS	104-412-300-210	1,593.16
5/13/2022	Felder Communications	RADIO MAINT & REPAIR	145-410-300-141	51.50
5/13/2022	Felder Communications	RADIO MAINT & REPAIR	104-412-300-141	34.00
5/13/2022	Felder Communications	RADIO MAINT & REPAIR	104-421-300-141	490.00
5/13/2022	Felder Communications	RADIO MAINT & REPAIR	104-431-300-141	42.50
5/13/2022	Felder Communications	RADIO MAINT & REPAIR	109-434-300-141	51.00
5/13/2022	Felder Communications	RADIO MAINT & REPAIR	120-435-300-141	34.00
5/13/2022	Felder Communications	RADIO MAINT & REPAIR	105-437-300-141	59.50
5/13/2022	Felder Communications	RADIO MAINT & REPAIR	121-439-300-141	17.00
5/13/2022	Fresno City College	TRAINING AGUIRRE FTO 3/28-4/1/22	104-421-300-270	138.00
5/13/2022	Frontier Communications	ACCT#55999210200731195	104-421-300-220	308.22
5/13/2022	Frontier Communications	ACCT#20914815380301985	136-415-300-220	55.56
5/13/2022	Frontier Communications	ACCT#55999210200731195	145-410-300-220	195.98
5/13/2022	Frontier Communications	ACCT#55999227750604085	104-432-300-220	166.94
5/13/2022	Frontier Communications	ACCT#55999210200731195	120-435-300-220	97.99
5/13/2022	Gloria Alfaro	BOOTS REIMB FY2022	104-412-200-125	150.00
5/13/2022	Juana Galvan	BOOTS REIMB FY2022	109-434-200-125	75.00

5/13/2022	Juana Galvan	BOOTS REIMB FY2022	104-432-200-125	75.00
5/13/2022	Leon Environmental Svcs	ASBESTOS SURVEY 1008 DAIRY BDTH PROGRAM	104-406-300-198	2,500.00
5/13/2022	Linde Inc.	CHEMICALS	105-437-300-219	6,451.52
5/13/2022	Mantel Zapata Tree Service	PROFESSIONAL SERVICES FOR PARKS	104-412-300-200	6,175.00
5/13/2022	Office Depot	RECEIPT PAPER, THERMAL 20	104-405-300-150	216.48
5/13/2022	Office Depot	PAPER ROLL, THERMAL	104-405-300-150	46.54
5/13/2022	Office Depot	PROBES WTP	105-437-300-210	281.45
5/13/2022	PG&E	ACCT#99497000756-9	111-601-300-240	9.86
5/13/2022	PG&E	ACCT#99497000756-9	145-410-300-240	521.15
5/13/2022	PG&E	ACCT#99497000756-9	138-413-300-200	3,727.08
5/13/2022	PG&E	ACCT#99497000756-9	104-412-300-240	1,192.27
5/13/2022	PG&E	ACCT#99497000756-9	104-432-300-240	6,104.45
5/13/2022	PG&E	ACCT#99497000756-9	104-432-320-240	419.77
5/13/2022	PG&E	ACCT#99497000756-9	109-434-300-240	454.59
5/13/2022	PG&E	ACCT#99497000756-9	120-435-300-240	17,166.52
5/13/2022	PG&E	ACCT#99497000756-9	121-439-300-240	832.06
5/13/2022	PG&E	ACCT#99497000756-9	105-437-300-240	89,959.89
5/13/2022	Pizza Factory	INMATE MEAL	104-421-300-148	4.87
5/13/2022	Pizza Factory	INMATE MEAL	104-421-300-148	4.87
5/13/2022	Pizza Factory	INMATE MEAL	104-421-300-148	4.87
5/13/2022	Pizza Factory	INMATE MEAL	104-421-300-148	4.87
5/13/2022	Pizza Factory	INMATE MEAL	104-421-300-148	4.87
5/13/2022	Quadient	POSTAGE MACHINE @ CITY HALL, RELOADED	104-432-300-152	1,132.62
5/13/2022	Quadient Leasing USA, Inc.	FOLDING & POSTAGE MACHINE @ CITY HALL LEASE PAYM	104-432-300-180	994.45
5/13/2022	Quadient Leasing USA, Inc.	CORCORAN PD POSTAGE MACHINE LEASE #N19021861	104-432-300-180	208.17
5/13/2022	Self Help Enterprises	MARCH 2022 CV-2	276-551-300-210	12,902.55
5/13/2022	Self Help Enterprises	FEB 2022 CV-1	276-551-300-200	538.80
5/13/2022	Self Help Enterprises	MARCH 2022 CV-1	276-551-300-200	995.96
5/13/2022	Self Help Enterprises	GEN ADMIN	177-448-300-200	972.00
5/13/2022	Self Help Enterprises	GEN ADMIN	177-448-300-200	1,222.00
5/13/2022	SJVAPCD	22/23 ANNUAL PERMITS TO OPERATE	105-437-300-160	143.00
5/13/2022	Springbrook Holding Company LLC	DEC 2021 ONLINE PAYMENT	105-437-300-200	844.24
5/13/2022	Springbrook Holding Company LLC	DEC 2021 ONLINE PAYMENT	112-436-300-200	422.13
5/13/2022	Springbrook Holding Company LLC	DEC 2021 ONLINE PAYMENT	120-435-300-200	253.28
5/13/2022	Springbrook Holding Company LLC	DEC 2021 ONLINE PAYMENT	121-439-300-200	168.85
5/13/2022	Springbrook Holding Company LLC	CIVIC PAY IVR MESSAGE & SUBSCRIPTION	104-405-300-200	4,690.00
5/13/2022	Springbrook Holding Company LLC	APRIL 2022 ONLINE PAYMENT	105-437-300-200	839.24
5/13/2022	Springbrook Holding Company LLC	APRIL 2022 ONLINE PAYMENT	112-436-300-200	419.63
5/13/2022	Springbrook Holding Company LLC	APRIL 2022 ONLINE PAYMENT	120-435-300-200	251.78
5/13/2022	Springbrook Holding Company LLC	APRIL 2022 ONLINE PAYMENT	121-439-300-200	167.85
5/13/2022	The Gas Company	ACCT06981596833	104-432-320-242	37.99
5/13/2022	The Gas Company	ACCT15829731015	104-432-300-242	130.89
5/13/2022	The Gas Company	ACCT00891595001	104-432-300-242	121.77
5/13/2022	The Gas Company	ACCT20001594009	104-432-300-242	21.58
5/13/2022	The Lawnmower Man	SUPPLIES FOR PARKS	104-412-300-210	280.51
5/13/2022	Trans Union LLC	PROF SVC /BACKGROUNDS MAY 2022 AND APRIL 2022	104-421-300-200	91.56
5/13/2022	Tulare-Kings Veterinary ER Svc	VET SVC/ANIMAL CONTROL	104-421-300-203	128.00
5/13/2022	Tule Trash Company	CONTRACT	112-436-300-200	113,614.86
5/13/2022	Tule Trash Company	FRANCHISE FEE 12.75%	104-000-316-024	-14,463.17
5/13/2022	Tule Trash Company	FRANCHISE FEE APRIL 2022	112-436-316-023	-2,030.47

5/13/2022	Tule Trash Company	DUMP FEES	112-436-300-192	721.95
5/13/2022	Tule Trash Company	PULL FEES	112-436-300-200	647.90
5/13/2022	Tule Trash Company	DUMP FEES PRISON 1	112-436-300-192	175.66
5/13/2022	Tule Trash Company	PULL FEES PRISON 1	112-436-300-200	792.60
5/13/2022	Tule Trash Company	PULL FEES PRISON 2	112-436-300-192	430.94
5/13/2022	Tule Trash Company	PULL FEES PRISON 2	112-436-300-200	1,295.80
5/13/2022	Univar USA Inc	SODIUM HYPOCHLORITE CHEMICALS	105-437-300-219	8,199.46

Warrant Total: 290,134.20

City of

CORCORAN

FOUNDED 1914

A MUNICIPAL CORPORATION

**PRESENTATION
ITEM #: 4A**

MEMORANDUM

TO: Corcoran City Council

FROM: Kevin J. Tromborg: Community Development Director
Planner, Building Official, Transit Director

SUBJECT: Transit Triennial Performance Audits

DATE: May 16, 2022

MEETING DATE: May 24, 2022

RECOMMENDATION: Presentation and Information only, no action required.

DISCUSSION: State law requires all Transit agencies that receive TDA, LTF, and STA funding to undergo performance audits every three (3) years. KCAG, KART and CAT jointly agreed to appoint Moore and Associates to once again perform the audits. With us today from Moore and Associates is Kathy Chambers to present and explain the audit report.

BUDGET IMPACT: N/A

City of Corcoran

FY 2018/19 – FY 2020/21 TDA Triennial Performance Audit

May 24, 2022





What is a Triennial Performance Audit?

- California PUC requires all transit operators receiving TDA funding (LTF and STA) as well as Regional Transportation Planning Agencies to undergo a triennial performance audit of their activities



Audit Process

- Data collection
- Data/compliance review
- Site visit/functional review (conducted virtually)
- Reporting
- Presentations

KCAG will then submit the RTPA audit to Caltrans and the State Controller along with a letter certifying that it has completed the operator audits



Operator Compliance Elements

- Submittal of annual fiscal audits and reports to the State Controller's Office
- Satisfactory CHP terminal ratings
- Compliance with RTPA rules for submitting TDA claims
- Compliance with farebox recovery ratio or other alternative performance criteria requirements
- No increase in budget over the preceding year beyond 15% without reasonable substantiation
- Use of TDA definitions of key performance indicators
- Fully funded retirement system
- Proper use of State Transit Assistance funds

Findings & Recommendations

- Compliance finding: TDA fiscal audits for FY 2018/19 and FY 2019/20 were submitted after the extended deadline
 - Recommendation: Continue to work with the City's TDA fiscal auditors to ensure on-time completion by March 31
- Functional finding: While the Transit website has been improved, there are still some minor issues that should be resolved (e.g., page nesting issue, missing information regarding General Handicap eligibility)
 - Recommendation: Continue to modify the Transit webpage to improve usability and access to information

Findings & Recommendations

- **Functional finding:** The farebox recovery ratio in the TDA fiscal audit does not itemize exemptions
 - **Recommendation:** Work with the City's TDA auditors to itemize costs that are excluded or exempted from operating cost, as well as revenues that are used to supplement fare revenues, in the farebox recovery ratio calculation
- **Functional finding:** The City continues to suffer from a lack of qualified drivers, which can impact service delivery
 - **Recommendation:** Identify and implement strategies to recruit and retain qualified drivers

Moving Forward

- There have been a number of exemptions and waivers of penalties due to the COVID-19 pandemic (AB 90 and AB 149) – mostly through FY 2022/23
- The definition of “local supplementation” has been expanded to include any non-state grant funds or revenues
- Additional exclusions from operating cost used in calculating the farebox recovery ratio include certain expenses related to microtransit, ticketing systems, security, pension contributions, service planning, and transition to zero-emission vehicles



Questions?

Moore & Associates, Inc.

Kathy Chambers, Project Manager

661.253.1277

kathy@moore-associates.net



City of

CORCORAN

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Staff Report
ITEM #: 4-B

MEMORANDUM

TO: City Council

FROM: Marlene Spain, City Clerk

DATE: May 20, 2022

MEETING DATE: May 24, 2022

SUBJECT: Proclamation 2022-0, Proclaiming May 2022 as Community Action Month

Discussion:

Community Action is non-profit organization that was established pursuant to the Economic Opportunity Act of 1964. The agency reaches out to low-income people to address their needs and administer a full range of coordinated programs designed to have measurable impact on poverty. Locally, Kings Community Action Organization (KCAO) has service sites in Armona, Avenal, Corcoran, Hanford, Home Gardens, Kettleman City, Lemoore and Stratford.

Attachments:

Proclamation 2022-05 proclaiming May 2022 as Community Acton Month

PROCLAMATION 2022 - 05
of the City Council of the City of Corcoran
Proclaiming May 2022 as
Community Action Month

WHEREAS, Community Action has made essential contributions to individuals and families across this Nation by creating economic opportunities and strengthening communities; and

WHEREAS, Community Action is a robust state and local force connecting people to life-changing services and creating pathways to prosperity in 99% of all American counties; and

WHEREAS, Community Action builds and promotes economic stability as an essential aspect of enabling and enhancing stronger communities and stable homes; and

WHEREAS, Community Action promotes community-wide solutions to challenges throughout our cities, suburbs, and rural areas; and

WHEREAS, Community Action delivers innovative services and supports that create greater opportunities for families and children to succeed; and

WHEREAS, Community Action insists on community participation and involvement ensuring that all sectors of the community have a voice and will be heard; and

WHEREAS, Community Action is celebrating 58 years of innovation, impact, and providing proven results for Americans.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Corcoran do hereby proclaim May 2022 as Community Action Month in recognition of the hard work and dedication of the all the Community Action Agencies.

PASSED AND ADOPTED at a regular meeting of the Corcoran City Council held on the 24th day of May 2022.

Patricia Nolen, Mayor

Jeannette Zamora-Bragg, Vice-Mayor

Sidonio "Sid" Palmerin, Council Member

Jerry Robertson, Council Member

Greg Ojeda, Council Member

**STAFF REPORT
ITEM #: 7-A****MEMO****TO:** Corcoran City Council**FROM:** Greg Gatzka, City Manager**DATE:** May 12, 2022**MEETING DATE:** May 24, 2022**SUBJECT:** Caves & Associates Agreement Renewal**Summary:**

The City's labor relations contract with Caves & Associates is set to expire on June 30, 2022, and needs to be discussed and considered by the Council.

Recommendation:

Consider various options for the City to provide labor relations that may include:

1. Renewing a two year agreement with Caves & Associates as presented.
2. Renegotiate the terms and conditions of the Caves & Associates agreement.
3. Issue an RFP for labor relations services.
4. Direct staff as deemed appropriate.

Budget impact:

The renewal agreement as presented will provide the same level of service as past years and have a base cost of \$12,600 for the period from July 1, 2022 through June 30, 2024. This provides 72 hours of service. Additional service requests beyond that time will be charged at \$175/hour. Renegotiated terms and conditions could increase this cost. Based upon other similar sized City contract services, an RFP could result in contract proposals from approximately \$25,000 and up.

Background:

Caves & Associates has provided the City of Corcoran with contracted labor relations services for the past twenty three years. The current contract is set to expire on June 30, 2022, and up for renewal to continue services. There is no proposed increase to the monthly payment schedule that has been in place for the past several years.

Attachment:

Caves & Associates Agreement

AGREEMENT FOR SPECIAL SERVICES

This is an Agreement between the City Manager, CITY OF CORCORAN hereinafter referred to as the "City", and the firm of CAVES & ASSOCIATES, hereinafter referred to as "Consultant", entered into as of the date of execution.

RECITALS

The City or its designated representative is required to meet and confer with bargaining agents pursuant to the Meyers-Milias-Brown (MMB) Act.

Consultant has experience and expertise in meeting with bargaining units.

NOW, THEREFORE, the parties to this Agreement mutually agree as follows:

1. The City hereby designates Consultant as its representative to the meet and confer process with its Police and General Employee's bargaining units and to make use of Consultant's expertise when dealing with all employee groups, organizations and/or units pursuant to the Meyers-Milias-Brown Act.
2. Consultant agrees to render all necessary and reasonable services to the City regarding employer/employee relations in accordance with directions as stipulated by the City during the period beginning July 1, 2022, and ending June 30, 2024. Said duties shall include, but not be limited to:
 - A. Act as the City's Representative to the City's Police, Non-Management, Clerical and Related, and General Employee bargaining units at the direction of the City Manager.
 - B. Attend all meetings as needed via zoom between the City and its Police, Non-Management, Clerical and Related, and General Employee bargaining units at the direction of the City Manager.
 - C. Reasonable attendance via zoom at closed and regular City Council meetings that concern matters of the meet and confer process, as directed by the City Manager.
 - D. Reasonable attendance via zoom at specified planning sessions of the Management Team, as directed by the City Manager.
 - E. Provide expert advice to the City regarding all matters concerning the meet and confer process.
 - F. Act as the City's advisor in all mediation procedures, at the direction of the City Manager.
 - G. Assist the City in planning and providing in-service training for Management Team members on subjects of employer-employee relations, at the direction of the City Manager.

Agreement for Special Services - CAVES & ASSOCIATES

- H. Advise & represent the City in the processing of grievances, as requested by the City Manager.
3. City shall compensate consultant as follows:
- A. The City agrees to pay the Consultant for Services rendered under this Agreement the sum of Twelve Thousand Six Hundred Forty Dollars payable in monthly payments of Five Hundred Twenty-Five Dollars (\$525.00) for a minimum of Seventy Two (72) Hours during the contract period. Payments are due and payable on or before the twentieth day of each month. Payment shall be made monthly on the basis of invoices submitted to the City. Payments not made in a timely fashion may be subject to a finance charge, which shall be no greater than rates charged by regional banking institutions.
 - B. Services, if any, rendered by the Consultant in excess of the Seventy Two (72) Hour Minimum provided for in this Agreement, shall be invoiced to the City and paid to the Consultant on a monthly basis at the rate of \$175.00 per hour.
 - C. Non-clerical expenses incurred by the Consultant in the performance of activities requested by the City shall be reimbursed by the City upon presentation of appropriate invoices.
4. In addition to Consultant services enumerated above, the Consultant shall during the term of this Agreement, render at City request, supplementary Consultant services under terms and conditions that are mutually acceptable to the parties. Upon mutual consent of both parties, representation to other bargaining units may be added to the Agreement at the annual and/or hourly retainer rate that is mutually acceptable to both parties.
5. It is expressly understood and agreed to by both parties that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates indicated below:

Date: March 1, 2022

Date: _____



Kenneth W. Caves
CAVES & ASSOCIATES

Greg Gatzka
CITY MANAGER, CITY OF CORCORAN

City of

CORCORAN

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**STAFF REPORT
ITEM #: 7-B**

MEMORANDUM

TO: City Council

FROM: Kevin J. Tromborg: Community Development Director/Transit Director

DATE: May 12, 2022,
2022

MEETING DATE: May 24,

SUBJECT: Resolution 3135 regarding updates to the City First Time Home Buyers (FTHB) Home Investment Partnership Program (HOME) guidelines.

Recommendation: Staff recommends after Council review and discussion, approval of the revised FTHB HOME Program guidelines.

Discussion:

The City applies for HOME, CalHome and CDBG grants and use them to offer assistance to eligible first-time homebuyers and for housing rehab projects. The grants are provided by the Housing and Community Development Department of the State of California (HCD) through bypass funds from Housing and Urban Development from the Federal government (HUD). The grants funding is directed by approved guidelines from the State and Federal governments as well as the City of Corcoran. Periodically the guidelines are revised by HCD, HUD or the City and must be approved by resolution and the Council.

Attached are revisions by HUD to the guidelines that are necessary and address changes to the wording and expectations regarding HUD housing counseling requirements that became effective in August of 2022. The guideline changes have been reviewed and approved by Community Development Staff and by our contracted partner Self Help Enterprise.

Budget Impact: No impact

Attachment: Guidelines with Highlighted changes.
Resolution 3135

RESOLUTION NO. 3135

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
APPROVING REQUIRED REVISIONS TO THE FTHB, HOME PARTNERSHIP
PROGRAM GUIDELINES**

WHEREAS, the California Department of Housing and Community Development and the United States Department of Housing and Urban Development have developed guidelines for the HOME partnership Program First Time Home Buyers (FTHB); and

WHEREAS, The Corcoran City Council approved the HOME, FTHB and Rehab guidelines on February 27, 2018; and

WHEREAS, the California Department of Housing and Community Development and the United States Department of Housing and Urban Development sent revisions that addresses specific wording, expectations and counseling requirements that become effective in August of 2022; and

WHEREAS, the City of Corcoran contracted partner Self Help Enterprise, on behalf of the City performed the necessary revisions to the HOME, FTHB guidelines; and

WHEREAS, a public hearing is not required based on the revisions are required by the United States Department of Housing and Urban Development.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve the revisions to the HOME FTHB Guidelines as presented.

The foregoing Resolution 3135 was approved and adopted at a regular meeting of the City Council of the City of Corcoran held on the 24TH day of May 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Patricia Nolen, Mayor

ATTEST:

Marlene Spain, City Clerk

Name of State Recipient



Homebuyer Acquisition Only/ Acquisition with Rehabilitation Program Guidelines

For:

HOME Investment Partnerships Program

Community Development Block Grant
(CDBG) Program

CalHome Program

Serving the name of city, or the unincorporated
areas of the County of XXX

CalHome Approved (date)
CDBG Approved (date)
HOME Approved (date)

HOMEBUYER PROGRAM GUIDELINES

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HOMEBUYER PROGRAM GUIDELINES

1.0. GENERAL

The above-named entity, hereinafter referred to as the "Sponsor," has entered into a contractual relationship with the California Department of Housing and Community Development ("HCD") to administer one or more HCD-funded homebuyer programs. The homebuyer program described herein (the "Program") is designed to provide assistance to eligible homebuyers in purchasing homes, also referred to herein as "housing units", located within the Program's eligible area, as described in Section 3.1.A. The Program provides this assistance in the form of deferred payment "silent" second priority loans as "Gap" financing toward the purchase price and closing costs of affordable housing units that will be occupied by the homebuyers as their primary residence. The Program will be administered by Name of Sub-recipient, or name of admin sub, if applicable, (the "Program Operator").

1.1. PROGRAM OUTREACH AND MARKETING

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

- A. The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program's eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The Program may sponsor homebuyer seminars to help educate homebuyers about the home buying process and future responsibilities. Persons who have participated in local homebuyer seminars will be notified about the Program.
- B. The Program Operator will work with local real estate agents and primary lenders to explain the Program requirements for eligible housing units and homebuyers, and to review Program processes. Local real estate agents and primary lenders will also be encouraged to have their customers participate in the Program.

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

1.2. APPLICATION PROCESS AND SELECTION

- A. The Sponsor maintains a waiting list of applicants. Each applicant is asked to complete an application form, which asks for sufficient information concerning income, employment, and credit history to establish preliminary eligibility for Program participation. Completed applications are processed on a first-come-first-served basis. Applications are deemed complete only if all information is completed, the application is signed and dated, and a primary lender's pre-qualification letter is attached to the application. Incomplete applications are returned to the applicant and will not be date/time stamped until complete.
- B. Once the applicant's name comes to the top of the waiting list, their Program eligibility is confirmed and they are invited to a briefing regarding participation in the Program. At the briefing the application is reviewed and the potential homebuyer is given a "Preliminary Eligibility Letter" for the Program along with the following forms: Program Brochure, Attachment (G) Instructions to Home Buyer, List of Participating Lenders, Attachment (E) Sellers Lead-Based Paint Disclosure and the EPA Booklet (Protect Your Family from Lead in Your Home) and (F) Notice to Seller.

If the Program Operator encounters material discrepancies and/or misrepresentations, and/or there are income, asset, household composition, or other important questions that can't be resolved, the Sponsor reserves the right to deny assistance to the household. In this case, the applicant may re-apply after six months have elapsed from the time of written assistance denial.

- C. Effective August 1, 2021, each HOME and CDBG Program applicant must participate in individual Housing Counseling as required by 24 CFR §92.254(a)(3) and 24 CFR §5.100 – 5.111, to be provided by a HUD-certified homebuyer counselor employed by an entity approved by HUD to provide housing counseling.

Acceptable forms of housing counseling include in-person, phone, and/or internet, provided the client and counselor have an individualized dialogue, with guidance and advice tailored to client's needs. This includes creating a client budget, financial analysis, an action plan, and referrals to relevant resources such as down payment assistance programs or legal services

Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their

housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214, which includes:

- addressing unique financial circumstances or housing issues
- focusing on ways of overcoming specific obstacles to achieving a housing goal such as repairing credit
- addressing a rental dispute, purchasing a home, locating cash for a down payment, and being informed of fair housing and fair lending requirements of the Fair Housing Act
- finding units accessible to persons with disabilities
- avoiding foreclosure
- resolving a financial crisis
- except for reverse mortgage counseling, all counseling shall involve the creation of an action plan.

A copy of each borrower's certificate of completion must be placed into each homebuyer file maintained by the Program Operator.

Each applicant must participate in individual Homebuyer Counseling provided by a HUD-certified homebuyer counselor that works for an entity approved by HUD to provide homebuyer counseling. A copy of their certificate of completion must be placed into the homebuyer file maintained by the Program Operator.

- D. The potential homebuyer is given 90 days in order to find a qualified home and begin securing a primary loan for the housing unit. If during the 90-day time frame, the potential homebuyer is unable to purchase a home, an extension may be given. However, if it appears the potential homebuyer cannot participate in the Program, the reservation of funds expires and the next person on the waiting list is given an opportunity to participate in the Program.

1.3. THE HOME PURCHASE PROCESS

- A. The following is a simplified example of how a primary lender would analyze a homebuyer's finances to determine how much the homebuyer could afford to borrow from the primary lender towards homeownership.

**DEBT SERVICE
FOR A FAMILY OF FOUR EARNING \$3,388 PER MONTH**

HOUSING PAYMENTS		TOTAL OVERALL PAYMENTS	
Principal & Interest Payment	\$ 865	\$1,180	Housing
Insurance	82	+200	Other Debt Service
Taxes	<u>233</u>	\$1,380	Total Debt Service
Total Housing Expense (PITI is 35% of \$3,388)	\$1,180	(Overall debt service per month is 41% of \$3,388)	

OTHER HOUSEHOLD DEBT SERVICE

Car Payment	\$ 150
Credit Card Payment	<u>50</u>
Total Other Debt	\$ 200

A \$865 per month loan payment equates to borrowing \$143,000 at 5.88% for a 30 year term.

**SUBSIDY CALCULATION
FOR A FAMILY OF FOUR EARNING \$3,388 PER MONTH**

Purchase Price of Property	\$ 280,000
Less Primary loan amount	<u>143,000</u>
Less down payment of 1%	<u>2,800</u>
 Equals "GAP"	 \$ 134,200
 Plus estimated allowable settlement charges	 <u>8,400</u>
 Equals Total Subsidy	 \$ 142,600

B. The housing unit selection process will be conducted by the homebuyers. Prior to making an offer to purchase an eligible housing unit (see Section 3.0), homebuyer shall provide seller with a disclosure containing the following provisions:

- 1) Homebuyer has no power of eminent domain and, therefore, will not acquire the property if negotiations fail to result in an amicable agreement;
- 2) Homebuyer's offer is an estimate of the fair market value of the housing unit, to be finally determined by a state-licensed appraiser;
- 3) The housing unit will be subject to inspection. The housing unit must comply with local codes at the time of construction and local health and

- safety standards;
- 4) All housing units built prior to January 1, 1978, will require a lead paint disclosure to be signed by both the homebuyer and Seller (Attachment E);
 - 5) Since the purchase would be voluntary, the seller would not be eligible for relocation payments or other relocation assistance;
 - 6) The seller understands that the housing unit must be either: currently owner-occupied, newly constructed, or vacant for three months prior to submission of the purchase offer;
 - 7) If the seller is not provided with a statement of the above six provisions prior to the purchase offer, the seller may withdraw from the agreement after this information is provided.
- C. Applicant submits executed standard form purchase and sale agreement and primary lender prequalification letter to Program Operator. The purchase and sale agreement will be contingent on the household and housing unit meeting Program eligibility requirements and receiving Program loan approval. Program Operator verifies applicant eligibility, housing unit and loan eligibility and amount of assistance to be provided consistent with these guidelines.
- D. Program Operator, where Program Operator is not the Sponsor, submits recommendation to the Sponsor for approval or denial, including the reasons for the recommendation. Sponsor determines Applicant's approval or denial, and instructs Program Operator to notify Applicant. Program Operator provides written notification to Applicant of approval or denial with reason and, if denied, a copy of the Program's appeal procedures.
- E. When Primary Lender requirements are met, Program funds are deposited into escrow, with required closing instructions and loan documents.
- F. At the time of escrow closing, the Sponsor shall be named as an additional loss payee on fire, flood (if required), and extended coverage insurance for the length of the loan and in an amount sufficient to cover all encumbrances or full replacement cost of the housing unit. A policy of Title Insurance naming the Sponsor as insured is also required.

1.4. HOMEBUYER COSTS

- A. Eligible households must document that they have the funds necessary for down payment and closing costs as required by the Primary Lender and the Sponsor. The Program's down payment requirement (below) is in place even if the Primary Lender has a lower down payment requirement. If the Primary Lender has a higher down payment requirement, there is no additional down payment requirement required by the Program.
- B. Homebuyer must contribute a minimum down payment of one percent (1%) of the purchase price, but may contribute more if desired.

- C. Sponsor will not provide a subsidy that is greater than the amount of the primary mortgage [OPTIONAL WORDING MAY BE ADDED TO FURTHER RESTRICT MAXIMUM ASSISTANCE AMOUNT]. The subsidy will write down the cost of the primary lender's loan so that the payments of principal, interest, taxes, insurance, and mortgage insurance and HOA dues, if any, are within approximately 25 to 30% of the gross monthly household income. The Program Operator will determine the level of subsidy and affordability during underwriting of the Program's loan to make sure that it conforms to the requirements of the HCD funding Program.

1.5. HOMEBUYER EDUCATION

Buying a home can be one of the most confusing and complicated transactions anyone can make. Providing the future homebuyer with informative homebuyer education training can bring success to the Sponsor, Program Operator, the Program and most importantly, the homebuyer. It has been documented that first-time homebuyers who have had homebuyer counseling have the ability to handle problems that occur with homeownership.

All Program participants are required to receive housing counseling prior to Program approval, delivered by a HUD-certified housing counselor who works for an organization certified by HUD to perform housing counseling. A list of such counseling entities is at <https://apps.hud.gov/offices/hsg/sfh/hcc/hcs.cfm?searchstate=CA&filterLng=&filterSvc=&filterMultiState=&searchName=&searchCity=&searchZip=&searchService=PPC&searchLang=&searchAffiliation=&webListAction=Search>.

See Section 1.2.C above for housing counseling requirements.

1.6. CONFLICT OF INTEREST REQUIREMENTS

When the Sponsor's program contains Federal funds, the applicable Conflict of Interest requirements of 24 CFR Section 570.611 shall be followed for CDBG assistance. Section 92.356 of the HOME Final Rule shall be followed for HOME assistance, as follows:

(a) Conflicts prohibited. No persons described in paragraph (b) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including stepparent), child (including stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and in-laws of a covered person.

(b) Persons covered. The conflict of interest provisions of paragraph (a) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

(c) Exceptions: Threshold requirements. Upon the written request of the participating jurisdiction to HCD, HUD may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. See 24 CFR 92.356(d)(1-6) for details on the documentation needed in order to submit an exception request to HUD.

A contractor with a vested interest in the property cannot bid on a rehabilitation project. Such a contractor may act as owner/builder, subject to standard construction procedures. Owner/builders are reimbursed for materials purchased which are verified by invoice/receipt and used on the project. Reimbursement occurs after the installation is verified by the Program Operator to be part of the scope of work. Owner/builders are not reimbursed for labor.

1.7. NON-DISCRIMINATION REQUIREMENTS

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

2.0 APPLICANT QUALIFICATIONS

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

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

(See Attachment C for current income limits).

Household: Means one or more persons who will occupy a housing unit. Unborn children **CHOOSE ONE AND DELETE THIS PROMPT AND ONE OF THESE TERMS, AND UNHIGHLIGHT:** count/don't count in family size determination.

Annual Income: Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

2.2. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HCD income limits. Income qualification criteria, as shown in the most recent HCD program-specific guidance at <http://www.hcd.ca.gov/grants-funding/income-limits/income-calculation-and-determination-guide.shtml>, will be followed to independently determine and certify the household's annual gross income. The Program Operator should compare this annual gross income to the income the Primary Lender used when qualifying the household. The Primary Lender is usually underwriting to FHA or conventional guidelines and may not calculate the household income or assets in the same way as required by the Program. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third-party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

A. HOUSEHOLD INCOME DEFINITION:

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

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

B. ASSETS:

There is no asset limitation for participation in the Program. Income from assets, however, is recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. (*Note: it is the income earned – e.g. interest on a savings account – not the asset value, which is counted in annual income.*)

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

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

2.3. DEFINITION OF AN ELIGIBLE HOMEBUYER

For CDBG, an eligible homebuyer means an individual or individuals or an individual and his or her spouse who meets the income eligibility requirements and is/are not currently on title to real property. Persons may be on title of a manufactured home unit, who are planning to sell the unit as part of buying a home located on real property. Documentation of homebuyer status will be required for all homebuyers. CDBG-funded programs may assist eligible homebuyers who are not “first-time” homebuyers.

HOME and CalHome-funded programs are required to use the following definition of an eligible homebuyer, which is a “first-time homebuyer” from 8201(m) Title 25 California Code of Regulations:

“First-time homebuyer” means an individual or individuals or an individual and his or her spouse who have not owned a home during the three-year period before the purchase of a home with subsidy assistance, except that the following individual or individuals may not be excluded from consideration as a first-time homebuyer under this definition:

1. a displaced homemaker who, while a homemaker, owned a home with his or her spouse or resided in a home owned by the spouse. A displaced homemaker is an adult who has not, within the preceding two years, worked on a full-time basis as a member of the labor force for a consecutive twelve-month period and who has been unemployed or underemployed, experienced difficulty in obtaining or upgrading employment and worked primarily without remuneration to care for his or her home and family;
2. a single parent who, while married, owned a home with his or her spouse or resided in a home owned by the spouse. A single parent is an individual who is unmarried or legally separated from a spouse and has one or more minor children for whom the individual has custody or joint custody or is pregnant; or
3. an individual or individuals who owns or owned, as a principal residence during the three-year period before the purchase of a home with assistance, a dwelling unit whose structure is:
 - a. not permanently affixed to a permanent foundation in accordance with local or state regulations; or
 - b. not in compliance with state, local, or model building codes and cannot be brought into compliance with such codes for less than the cost of constructing a permanent structure.

3.0. HOUSING UNIT ELIGIBILITY

3.1. LOCATION AND CHARACTERISTICS

- A. Housing units to be purchased must be located within the eligible area. The eligible area is described as follows: “Within the Name of City, or the unincorporated areas of the County of XXX.”
- B. Housing unit types eligible for the homebuyer Program are new or previously owned single-family residences; condominiums; or manufactured homes in mobilehome parks, in common-interest developments or on a single-family lot and placed on a permanent foundation system. HOME does not allow manufactured homes unless on a permanent foundation system.
- C. All housing units must be in compliance with State and local codes and ordinances.
- D. Housing units located within a 100-year flood zone will be required to provide proof of flood insurance with an endorsement naming the City? County? as loss payee in order to close escrow.
- E. Housing must be “modest”, in accordance with the federal HOME regulations at 24 CFR Part 92.254(a)(2). NOW OPTIONAL, and SUBJECT TO EDITING BY GRANTEES SUBJECT TO HCD APPROVAL: The home must have no more than three bedrooms, two bathrooms, and a two-car garage. Larger homes are acceptable if necessary for only the following reasons:
- The family size necessitates additional bedroom(s); or
 - A reasonable accommodation is necessary due to the family’s disability (e.g. an extra bedroom for an aide)
- Exceptions for these reasons must be approved by the Loan Committee and must be documented for monitoring purposes.

3.2. CONDITIONS

- A. Construction Inspection and Determining Need for Repairs.

Once the participating homebuyer has executed a purchase agreement for a housing unit, and prior to a commitment of Program funds, the following steps must be taken for the housing unit to be eligible for purchase under the Program:

- 1) When the Sponsor’s Program utilizes Federal funds and if the housing unit was constructed prior to 1978 then the lead-based paint requirements of Section 3.2.C will apply.
- 2) The Program Operator, a certified housing inspector, or a Sponsor representative

will walk through the housing unit, determine if it is structurally sound, and identify any code related and health and safety deficiencies that need to be corrected. A list of code related repair items will be given to the homebuyers and their Realtor to be negotiated with the seller. Only new construction and homes built within the previous 12 months and not previously occupied are not subject to a home inspection.

If there are one or more health and safety deficiencies, and/or violations of applicable building codes noted in the written report, the Sponsor will approve the subsidy only if:

- a. **Repair prior to close of escrow.** The buyer and seller agree to make necessary repairs to the dwelling unit prior to transfer of property ownership at their own expense; or **[DELETE EVERYTHING IN GREEN HERE AND JUST ABOVE IF NOT OFFERING OPTION "b"]**
- b. **HOME acquisition and rehabilitation loan.** If HOME funds are available, the buyer may use some of the Sponsor's First-Time Homebuyer loan and other funds to make necessary and other repairs, to a maximum of 100% combined loan-to-value, unless up to 105% based on the purchase transaction. All health and safety hazards and code violations must be addressed under this option. Examples of allowable expenses include, but are not limited to: foundation repair, electrical repair or rewiring, plumbing or sewer repair, roof repair or replacement, heating and cooling system installation or repair, water damage repair, and repair of structurally-significant damaged wood. Weatherization, energy-related improvements and General Property Improvements are allowable, but General Property Improvements are limited under the HOME Program to a maximum of 15% of the overall rehabilitation cost. Buyers should note that the use of any Program funds for rehabilitation on a home built before 1978 may incur additional lead-based paint testing. Hiring of a contractor and completion of repairs will be conducted in accordance with the section entitled "Acquisition with Rehabilitation Process" below.

- 3) **With the exception of 1)b. above,** upon completion of all work required by the Program Operator, Sponsor, appraiser, pest inspector and/or certified housing inspector, a final inspection will be conducted prior to close of escrow. The inspector will sign off on all required construction work assuring that each housing unit receiving Program assistance is in compliance with local codes and health and safety requirements at the time of purchase and prior to occupancy.

- B. Per Section 8208 of the State HOME regulations, no additional HOME assistance, including rehabilitation funds, may be provided during the period starting one year following the filing of the Project Completion Report through the end of the Affordability Period.

The HOME Affordability Period is as follows (amount does not include Activity

Delivery Costs paid to the State Recipient by HCD):

Amount of HOME Assistance	Period of Affordability in Years
Under \$15,000	5 years
\$15,000 to \$40,000	10 years
Over \$40,000	15 years

- C. **Lead-Based Paint Hazards:** All housing units built prior to 1978 for which HOME or CDBG funding is anticipated are subject to the requirements of this section 3.2.C. Such homes must undergo a visual assessment by a person who has taken HUD’s online Visual Assessment course. Deteriorated paint must be stabilized using work safe methods. Clearance must be obtained after paint stabilization by a DHS certified LBP Risk Assessor/Inspector. HOME and CDBG general administrative and activity delivery funds may be used to pay for lead-based paint visual assessments, and if lead mitigation and clearance costs are incurred, these programs may incorporate the costs into the calculation of Program assistance.

The following requirements must be met:

- 1) **Notification:** a) Prior to homebuyer’s obligation to purchase a pre-1978 home, the Buyer will be given the most recent copy of and asked to read the EPA pamphlet “*Protect Your Family From Lead in Your Home*”. (EPA 747-K-94-001). A signed receipt of the pamphlet will be kept in the Sponsor’s homebuyer file; b) A notice to residents is required following a risk assessment/inspection using form DHS 8552, which is provided by the DHS-certified Risk Assessor/Inspector; c) a notice to residents is required following lead-based paint mitigation work using Visual Assessment and Lead-based Paint Notice of Presumption and Hazard Reduction form, LBP – 1 (Attachment H).
- 2) **Disclosure:** Prior to the homebuyer’s obligation to purchase a pre-1978 housing unit, the HUD disclosure (Attachment E), “Seller’s Lead-based Paint Disclosure” notice must be provided by the seller to the homebuyer.
- 3)
- 4) **Inspections:** The Inspector shall conduct a “Visual Assessment” of all the dwelling unit’s painted surfaces in order to identify deteriorated paint. All deteriorated paint will be stabilized in accordance with CFR 35.1330 (a) and (b); and a Clearance shall be made in accordance with CFR 35.1340.
- 5) **Mitigation:** If stabilization is required, the contractor performing the mitigation work must use appropriately trained workers. Prior to the contractor starting mitigation work the Program Operator shall obtain copies of the contractor’s and workers’ appropriate proof of LBP training, as applicable to the job in order to assure that only qualified contractors and workers are allowed to perform the mitigation.

- D. The Program Operator will: 1) confirm that the housing unit is within the eligible area, 2) will review each proposed housing unit to ensure that it meets all eligibility criteria before funding, and 3) ensure a completed Lead Compliance Document Checklist is placed in each purchaser's file (see Attachment I).

[DELETE THIS AND THE REST IN GREEN BELOW IF NOT OFFERING ACQ. WITH REHAB. AND MODIFY TABLE OF CONTENTS STARTING WITH 3.3]

3.3. ACQUISITION WITH REHABILITATION PROCESS

As noted above, when HOME funding is available for First-Time Homebuyer assistance, funds (from all sources) may be used to bring the unit into compliance with health and safety standards and/or to correct code violations. If such repairs are required, a portion of this money may be used to make accessibility modifications for a household member with a disability. Weatherization, energy-related improvements and General Property Improvements are allowable, but General Property Improvements are limited under the HOME Program to a maximum of 15% of the overall rehabilitation cost.

IMPORTANT: No later than six (6) months following close of escrow, repairs to the housing unit must address ALL health and safety and code issues, to be in compliance with HOME regulations; otherwise, the loan becomes due and payable.

If a portion of the Program loan is used for acquisition with rehabilitation, the following process will be followed:

- The buyer will be responsible for obtaining three (3) bids from qualified licensed contractors. The Sponsor's Program Operator has a list of qualified contractors, or the applicant may solicit bids from other licensed contractors if they meet the standards described below.
- Any funds used for rehabilitation on homes built prior to 1978 will require testing for lead based paint. If the total rehabilitation funds are equal to or less than \$5,000, all surfaces disturbed during rehabilitation and lead hazard reduction must be repaired using safe work practices. If total rehabilitation is between \$5,000 and \$10,000, lead based paint must either be presumed to be present or testing and risk assessment are required. Lead hazard reduction activities must be conducted using safe work practices. The Sponsor will provide a grant to cover all expenses incurred as a result of lead based paint as noted in the section entitled *Lead Based Paint Standards* below.
- Contractors must hold a current and valid State of California General Contractor's license if the work consists of correction of health and safety issues or code violations. For accessibility modifications, the Sponsor may exercise discretion regarding contractors' requirements. The contractor may not be on the State or Federal debarred contractor lists. The contractor must have current and valid general liability and workmen's compensation insurance if applicable. The contractor must provide a one-year warranty for the work per State regulations.

- The buyer will review the bids with the Program Operator and the Sponsor to ensure that the scope of work will correct any deficiencies, that it only includes allowable expenses and that the bids are reasonable, competitive and complete.
- The applicant will select a contractor from one of the Sponsor's/Program Operator's approved bids. All bidding contractors will be notified of the status of their proposals.
- The applicant will enter into a contract with the contractor (see Attachment J).
- The contractor will be responsible for securing all required permits for the scope of work.
- Work may not commence until the close of the acquisition loan.
- As work progresses, the contractor shall provide the buyer with a completed Payment and Construction Approval form (Attachment K) to request progress payments as outlined in the contract terms. The form must be signed by the contractor, the buyer, the inspector, and the Program Operator before a payment may be issued to the contractor.
- Final payment of a 10% retention will be released to contractor once the contractor submits the following to the Program Operator: (1) lien releases from any subcontractors, material suppliers, and laborers; (2) final or signed off Building Inspection card for contracted work (if applicable); (3) Notice of Completion.

3.4. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Eligible homes will be those that are currently owner-occupied or have been vacant for three months prior to the acceptance of a contract to purchase. A unit is ineligible if its purchase would result in the displacement of a tenant. It is not anticipated that the implementation of the Program will result in the displacement of any persons, households, or families. However, if tenant-occupied homes are included in the Program and relocation becomes necessary, the activity will be carried out in compliance with Sponsor's relocation plan, which describes how those permanently displaced will be relocated and paid benefits in accordance with the following Federal laws.

A. **Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act of 1970**

The federal URA and Real Property Acquisition Policies, as amended by the URA Amendments of 1987, contains requirements for carrying out real property acquisition or the displacement of a person, regardless of income status, for a project or program for which HUD financial assistance (including CDBG and HOME) is provided. Requirements governing real property acquisition are described in Chapter VIII. The implementing regulations, 49 CFR Part 24, require developers and owners to take certain steps in regard to tenants of housing to be acquired, rehabbed or demolished, including tenants who will not be relocated even temporarily.

B. Section 104(d) of the Housing and Community Development Act of 1974

Section 104(d) requires each contractor (CHDO or State Recipient), as a condition of receiving assistance under HOME or CDBG, to certify that it is following a residential anti-displacement plan and relocation assistance plan. Section 104(d) also requires relocation benefits to be provided to low-income persons who are physically displaced or economically displaced as the result of a HOME or CDBG assisted project, and requires the replacement of low-income housing, which is demolished or converted. The implementing regulations for Section 104(d) can be found in 24 CFR Part 570(a).

3.5. PROPER NOTIFICATION AND DISCLOSURES

- A. Upon selection of a housing unit, a qualified seller and homebuyer will be given the necessary disclosures for the Program. The homebuyer must have read and signed all Program disclosure forms. Any and all property disclosures must be reviewed and signed by the homebuyer and seller.
- B. All owners who wish to sell their housing units must receive an acquisition notice (Attachment F) prior to submission of the homebuyer's original offer. This notice will be included in the contract and must be signed by all owners on title. The disclosure must contain the items listed in 1.3.B. (required for federally-funded programs).

4.0. PURCHASE PRICE LIMITS

For HOME, the purchase price limits for this Program shall not exceed the HOME Homeownership Value Limit for Sponsor's County as updated by HCD.

Note: For CalHome-funded loans, the home purchase price is limited as follows: The purchase price cannot exceed 100% of the area median purchase price as established by comparable sales or information provided by the California Real Estate Association.

Attachment C: HOME HOMEOWNERSHIP VALUE LIMIT *Sponsor will update these limits annually as HCD provides new information.

5.0. THE PRIMARY LOAN

Prior to obtaining a loan from the Sponsor, a homebuyer must provide evidence of approval for the maximum amount the Primary Lender is willing to loan (the "primary loan"), although the Program must limit the primary loan amount based on the maximum debt-to-income ratio maximums herein.

A. QUALIFYING RATIOS

The front-end (housing) debt-to-income ratio shall be between 25% and 30% and is the

percentage of a borrower's gross monthly income (before deductions) that would cover the cost of the loan principal and interest payment, property taxes, property insurance, and mortgage insurance and HOA dues, if any.

The back-end (total) debt-to-income ratio shall be between 28% and 35% and is the percentage of a borrower's gross monthly income that would cover the cost of housing as described in the paragraph above, plus any other monthly debt payments like car or personal loans and credit card debt, as well as child support and alimony payments.

B. INTEREST RATE

As is required by the HOME NOFA, the primary loan must have a fixed interest rate that does not exceed, by greater than one percent, the FNMA 90-day rate, found at: <https://singlefamily.fanniemae.com/pricing-execution/historical-daily-required-net-yields>.

The applicable FNMA rate should be from the date the primary mortgage rate was locked, or else the date of HOME loan approval. No temporary interest rate buy-downs are permitted.

C. LOAN TYPE AND TERM

The primary loan shall be fully amortized and have a term "all due and payable" in no fewer than 30 years. There shall not be a balloon payment due before the maturity date of the Program loan.

D. IMPOUND ACCOUNT

All households will be required to have impound accounts for the payment of taxes and insurance to ensure they remain current.

6.0. THE PROGRAM LOAN

A. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

For HOME, the amount of Program assistance to a homebuyer toward purchase of a home shall not exceed the HOME Per-Unit Subsidy Limit for Sponsor's County per bedroom per the HCD website at <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml> and **shall never exceed the amount of the primary mortgage, without prior HCD programmatic approval.** See Attachment C of these Program Guidelines for current limits. Any approved "grant" amount for lead-based paint evaluation and reduction activities or for relocation assistance shall be included in this amount, as shall Activity Delivery Costs.

B. NON-RECURRING CLOSING COSTS

Non-recurring costs such as credit report, escrow, closing and recording fees, and title report and title insurance, title updates and/or related costs may be included in the Program loan.

C. AFFORDABILITY PARAMETERS FOR HOMEBUYERS

The actual amount of a buyer's Program subsidy shall be computed according to the housing ratio parameters specified in Section 5.0.A.. Each borrower shall receive only the subsidy needed to allow them to become homeowners ("the Gap") while keeping their housing costs affordable. The Program Operator will use the "front-end ratio" of housing-expense-to-income to determine if the amount of the proposed primary loan is acceptable and, ultimately, the Program subsidy amount required, bridging the gap between the acquisition cost (purchase price plus closing costs) less down payment, and the amount of the primary loan.

D. RATE AND TERMS FOR PROGRAM LOAN

All Program assistance to individual households shall be made in the form of deferred payment (interest and principal) loan (DPL).

The Program loan's term shall be for 45 years. [TECHNICAL ASSISTANCE FROM HOME (please remove when editing): This must be at least as long as the primary mortgage period, and we recommend exceeding the term of the primary loan by 15 years, to allow time to pay the loan after the primary mortgage is paid off]

The Program loan's interest rate shall be 0% simple interest. [TECHNICAL ASSISTANCE FROM HOME (please remove when editing): this must be between 0-3%, and may even be different for seniors or other special needs groups, and/or involve forgiveness of interest over time to incent longevity in the home]

All Program loan payments shall be deferred because the borrowers will have their repayment ability fully utilized under the primary loan. Loan principal shall not be forgiven, and the loan period cannot be extended, except for loans that are resubordinated when a rate and term refinance is approved, per Attachment D.

E. COMBINED LOAN-TO-VALUE RATIO

The loan-to-value ratio for a Program loan, when combined with all other indebtedness to be secured by the property, shall not exceed 100 percent of the sales price plus a maximum of up to 5 percent of the sales price to cover actual closing costs.

7.0. PROGRAM LOAN REPAYMENT

7.1. PAYMENTS ARE VOLUNTARY

Borrowers may begin making voluntary payments at any time, without penalty.

7.2. RECEIVING LOAN PAYMENTS

- A. Program loan payments will be made to:

Name of State Recipient

Address

City, State, Zip

- B. The Sponsor will be the receiver of loan payments or recaptured funds and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in the Sponsor's Program Income Account, as required by HCD programs. The Program lender will accept loan payments from borrowers prepaying deferred loans, and from borrowers making payments in full upon sale or transfer of the property. All loan payments are payable to the Sponsor. The Sponsor may at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

7.3. DUE UPON SALE OR TRANSFER

In the event that an owner sells, transfers title, or discontinues residence in the purchased property for any reason, the principal balance of the DPL is due and payable, except:

- A. If the owner of the property dies, and the heir to the property meets income requirements, the First-Time Homebuyer definition, and intends to occupy the home as a principal residence, the heir may be permitted, upon approval of the Sponsor, to assume the loan at the rate and terms the heir qualifies for under the current participation guidelines. If the property owner dies and the heir does not meet eligibility requirements, the loan is due and payable.
- B. If an owner wants to convert the property to a rental unit, or any commercial or non-residential use, the loan is due and payable.
- C. The loan will be in default if the borrower fails to maintain required fire or flood insurance or fails to pay property taxes. See Attachment D on loan defaults for further information on property restrictions.

7.4. LOAN SERVICING POLICIES AND PROCEDURES

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

7.5. LOAN MONITORING PROCEDURES

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

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

8.0. PROGRAM LOAN PROCESSING AND APPROVAL

A. Loan Processing

All homebuyers or their representatives will be sent out an eligibility packet with all the necessary forms, disclosures, information, and application. They should submit a complete application packet with all the Sponsor's Program loan documents executed as well as all the information from the Primary Lender. The Primary Lender should submit: 1) accepted property sales contract with proper seller notification; 2) mortgage application with good faith estimates and first mortgage disclosures; 3) full mortgage credit report and rent verification; 4) current third party income verifications and verifications of assets; 5) homeownership education certificate, if applicable; and 6) signed underwriting transmittal summary and final signed loan application, both from primary lender. Staff will work with local lenders to ensure qualified participants receive only the benefit from the Sponsor's Program needed to purchase the housing unit and that leveraged funds will be used when possible.

B. Creditworthiness

Qualifying ratios are only a rough guideline in determining a potential borrower's creditworthiness. Many factors such as excellent or poor credit history, amount of down payment, and size of loan will influence the decision to approve or disapprove a particular loan. The borrower's credit history will be reviewed by the Sponsor and documentation of such maintained in the loan file. The Sponsor may elect to obtain a credit report or rely on a current copy obtained by the primary lender.

C. Documents from Primary Lender

After initial review of the qualified homebuyer's application packet, the Program Operator will request any additional documents needed. Documents may be faxed, but originals shall be received through the mail before Program funds are committed to escrow. Based on receipt and review of the final documents, the Program Operator will do an income certification (using most recent HCD

program's guidance on income calculation and determination), and homebuyer certification (review of credit report and income taxes). Documentation of affordability will then be verified and subsidy requirement determined.

D. Disclosure of Program and Loan Information to Homebuyers

The Program's application and disclosure forms will contain a summary of the loan qualifications of the borrower with and without Program assistance. Housing ratios with and without Program assistance are also outlined in these guidelines. Information on the Program's application will be documented with third party verifications in the file. For example, the sales contract will provide the final purchase price and outline how much of the closing costs are to be paid by the seller, etc. The appraisal, termite and title report will provide information to substantiate the information in the sales contract and guide the construction inspection. The Program loan application will provide current debt and housing information and will be documented by the credit report and income/asset verifications. The Primary Lender's approval letter and estimated closing cost statement should reflect all the information in the loan package and show any contingencies of loan funding. Reviewing the Primary Lender's loan underwriting documentation will provide basic information about the qualification of the applicant and substantiate the affordability provided by the Program loan. By reviewing and crosschecking all the Primary Lender information, the final Program loan amount approved will fall within the affordability parameters of the Program.

8.1. COMPLETION OF UNDERWRITING AND APPROVAL OF PROGRAM LOAN

Once the loan approval package has been completed the Program Operator will submit it to the Sponsor for approval. Sponsor will review the request and may approve it with or without conditions. Upon approval, a final closing date for escrow is set and Program funds are accessed for the homebuyer.

8.2. PRIMARY AND PROGRAM LOAN DOCUMENT SIGNING

The homebuyer(s) sign promissory notes, loan agreements, deeds of trust, and statutory lending notices (Truth In Lending (TIL), etc.); the Deeds of Trust are recorded with the County Clerk/Recorder at the same time, and the request(s) for copy of Notice of Default are also recorded with the County Clerk/Recorder.

8.3. ESCROW PROCEDURES

The escrow/title company shall review the escrow instruction provided by the Program lender and shall issue a California Land Title Association (CLTA) and the American Land Title Association (ALTA) after closing. The CLTA policy is issued to the homebuyer and protects them against failure of title based on public records and against such unrecorded risks as forgery of a deed. The ALTA is issued to each lender providing

additional coverage for the physical aspects of the property as well as the homebuyer's title failure. These aspects include anything which can be determined by only physical inspection, such as correct survey lines; encroachments; mechanics liens; mining claims and water rights. The Program lender instructs the escrow/title company in the escrow instructions as to what may show on the policy; the amount of insurance on the policy (all liens should be covered) and the loss payee (each lender should be listed as a loss payee and receive an original ALTA).

9.0. SUBORDINATE FINANCING

Subordinate loans may be used to cover mortgage subsidy costs that exceed the Program maximum loan amount. All subordinate liens must have the payments deferred and the term must be for at least as long as the term of the Program loan.

10.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

The Sponsor may make amendments to these Participation Guidelines. Any changes shall be made in accordance with regulations and approved by the Sponsor's HOME Program Representative or Program Manager. **If internally required, the Sponsor's Loan Committee and/or governing body would then need to approve said changes.**

10.1. DEFINITION OF EXCEPTION

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

10.2. PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

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

11.0. DISPUTE RESOLUTION AND APPEALS PROCEDURE

Any applicant denied assistance from the Program has the right to appeal. Complaints concerning the Program should be made to the Program Operator first. If unresolved in this manner, the complaint or appeal must be made in writing and filed with the Sponsor. The Sponsor will then schedule a meeting with the Loan Review Committee. Their

written response will be made within thirty (30) working days. If the applicant is not satisfied with the Committee's decision, a request for an appeal may be filed with the Sponsor's governing body. Final appeal must be filed in writing with HCD within one year after denial.

ATTACHMENT A

24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS

24 CFR Part 5 Annual Income Inclusions

§5.609 Annual income.

- (a) *Annual income* means all amounts, monetary or not, which:
- (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
 - (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
 - (3) Which are not specifically excluded in paragraph (c) of this section.
- (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.
- (b) Annual income includes, but is not limited to:
- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
 - (2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
 - (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
 - (4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);
 - (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);

(6) *Welfare assistance payments.*

(i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and

(B) Are not otherwise excluded under paragraph (c) of this section.

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section).

(9) For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition and any other required fees and charges, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

24 CFR Part 5 Annual Income Exclusions

(c) Annual income does not include the following:

(1) Income from employment of children (including foster children) under the age of 18 years;

(2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);

- (4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (5) Income of a live-in aide, as defined in §5.403;
- (6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- (8) (i) Amounts received under training programs funded by HUD;
- (ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- (iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- (iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;
- (v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
- (9) Temporary, nonrecurring or sporadic income (including gifts);
- (10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- (11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- (12) Adoption assistance payments in excess of \$480 per adopted child;
- (13) [Reserved]
- (14) Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
- (15) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

(16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

(17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the FEDERAL REGISTER and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. [See <https://www.federalregister.gov/documents/2014/05/20/2014-11688/federally-mandated-exclusions-from-income-updated-listing> for most recent notice]

(d) *Annualization of income.* If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income), or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

ATTACHMENT B

PART 5 ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS

This table presents the 24 CFR Part 5 asset inclusions and exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

Inclusions

1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets.
2. Cash value of revocable trusts available to the applicant.
3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.
4. Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.
5. Individual retirement, 401(K), and Keogh accounts (even though withdrawal would result in a penalty).
6. Retirement and pension funds.
7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
10. Mortgages or deeds of trust held by an applicant.

Exclusions

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

ATTACHMENT C

HOME HOMEOWNERSHIP VALUE LIMITS FOR XXX COUNTY (Limits became effective 6/1/2021)

EXISTING CONSTRUCTION	NEW CONSTRUCTION (less than 12 months old)
\$\$\$,XXX	\$\$\$,XXX

[Note from HOME to remove: if you have exception limits approved by HOME, modify this table as needed and indicate from/through date of the exception]

HOME PER-UNIT SUBSIDY LIMITS FOR XXX COUNTY (Limits effective 9/09/2021)

O-BDR	1-BDR	2-BDR	3-BDR	4-BDR
\$153,314	\$175,752	\$213,718	\$276,482	\$303,490

INCOME LIMITS FOR XXX COUNTY* (Limits became effective 6/1/2021)

	<i>Number of Persons in Household</i>							
	1	2	3	4	5	6	7	8
80% of AMI	\$	\$	\$	\$	\$	\$	\$	\$

*Sponsor will insert the limits for the county in which the Program is located, and will update the income limits annually as HCD provides new information. The link to the official, HCD-maintained Value, Subsidy, and Income limits is:

<http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>

(for HOME and CDBG limits, choose "State CDBG, HOME and NHTF - Income, Value and Rent Limits"; for CalHome income limits, choose "Official State Income Limits")

SPONSOR STANDARDS FOR BEDROOMS AND BATHROOMS TO PREVENT OVERCROWDING

Maximum No. of Persons in the Household	Number of Bedrooms	Minimum Number of Bathrooms
1	SRO	1
1	0-BR	1
2	1-BR	1
4	2-BR	2
6	3-BR	2
8	4-BR	2
10	5-BR	3
12	6-BR	3

SEE ADDITIONAL OCCUPANCY FACTORS ON THE FOLLOWING PAGE

- **Children may share a bedroom, up to 2 children per bedroom.**
- **Children shall be permitted a separate bedroom from their parents.**
- **Adults not in a partner relationship may have their own bedroom.**
- **Same rules apply to mobile home units.**

The chart on the page above is used as a guide to overcrowding.

ATTACHMENT D

LOAN SERVICING POLICIES AND PROCEDURES FOR NAME OF STATE RECIPIENT

The Name of State Recipient, hereafter called "Lender," has adopted these policies and procedures in order to preserve its financial interest in properties whose "Borrowers" have been assisted with public funds. The Lender will to the greatest extent possible follow these policies and procedures, but each loan will be evaluated and handled on a case-by-case basis. The Lender has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions, which are associated with them.

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

1. Loan Repayments:

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

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

2. Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, borrower must maintain property insurance coverage naming the Lender as loss payee. Except for HOME-funded loans, if Borrower fails to maintain the necessary insurance, the Lender may take out force placed insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower's new insurance.

When a property is located in a 100-year flood plain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance with an endorsement naming the City? County? as lender loss payee will be required at close of escrow. The lender will verify the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes then the lender may pay the taxes current and add the balance of the tax payment plus any penalties to the balance of the loan (not permissible when funded with HOME). The Lender requires Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3. Required Request for Notice of Default:

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

4. Annual Occupancy Restrictions and Certifications:

On owner-occupant loans, the Lender will require that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan. For CDBG, some loans may have income and housing cost evaluations, which require a household to document that they are not able to make amortized loan payments, typically every five years. These loan terms are incorporated in the original Note and Deed of Trust. On HOME-funded loans, annual occupancy verification will occur [Option #1: within 45 days of the anniversary date of the loan; Option #2: between [NAME OF MONTH] 1 and 15 of each year for the term of the loan].

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

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

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

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan at an interest rate based on household size and household income, provided the heir is income eligible. If the heir intends to occupy the property and is not low-income, the balance of the loan is due and payable. For CDBG only, if the heir intends to act as an owner-investor (not permitted under HOME), the balance of the loan may be converted to an owner/investor interest rate and loan term and a rent limitation agreement is signed and recorded on title. All such changes are subject to the review and approval of the Lender's Loan Committee.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner-occupied to rental, the loan is due in full.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the Lender allow for a partial conversion where some of the residence is used for a business but the household still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

For CalHome, the following transfers of interest shall not require the repayment of the CalHome Program loan:

- A. transfer to a surviving joint tenant by devise, descent, or operation of law on the death of a joint tenant;
- B. a transfer, in which the transferee is a person who occupies or will occupy the property, which is:
 - 1) a transfer where the spouse becomes an owner of the property;
 - 2) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the property; or
 - 3) a transfer into an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

6. Requests for Subordinations:

When a Borrower wishes to refinance their existing first mortgage, they must submit a subordination request to the Sponsor. The Sponsor will subordinate their loan only when there is no "cash out" as part of the refinance. No cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third-party debt payoffs or additional encumbrances on the property above traditional refinance transaction costs. The refinance should lower the existing housing cost of the household. The total indebtedness on the property should not exceed the current market value except when the borrower is obtaining a HARP II or other similar federally approved refinance loan. If the HARP II or other similar financing is approved and meets all other requirements, Combined Loan-To-Value will not be considered when reviewing the subordination request.

Also, the loan must:

- 1. be fully amortized and have a fixed interest rate that does not exceed the current market rate, as established by an index identified in the most recent NOFA;
- 2. not have a temporary interest rate buy-down;
- 3. have a term "all due and payable" that matures prior to or concurrently with the maturity date of the Promissory Note. Therefore, the maturity date of the existing Promissory Note should be modified to coincide with the maturity date of the new first mortgage; and,
- 4. not have a balloon payment due before the maturity date of the Program loan.

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

7. Process for Loan Foreclosure:

Upon any condition of loan default: 1) non-payment; 2) lack of insurance or property tax payment; 3) change in title or use without approval; 4) default on senior loans, the Lender will send out a

letter to the Borrower notifying them of the default situation. If the default situation continues then the Lender may start a formal process of foreclosure.

When a senior lienholder starts a foreclosure process and the Lender is notified via a Request for Notice of Default, the Lender, who is the junior lienholder, may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount or payoff amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges and fees to date. Lender must confer with Borrower to determine if, upon paying the senior lienholder current, the Borrower can provide future payments. If this is the case then the Lender may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note. HOME funds may not be used for this purpose.

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

If the Lender decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Lender fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Lender determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Lender's lien may be eliminated due to insufficient sales proceeds.

Lender as Senior Lienholder

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

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

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

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

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

ATTACHMENT E
SELLERS LEAD-BASED PAINT DISCLOSURE
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

- (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
- (i) Seller has provided the purchaser with all available records and reports pertaining to Lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- (c) Purchaser has received copies of all information listed above.
- (d) Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.
- (e) Purchaser has (check (i) or (ii) below):
- (i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of Lead-based paint and/or lead-based paint hazards (NOT PERMISSIBLE FOR HOME AND CDBG).

Agent's Acknowledgment (initial)

- (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Seller	Date	Seller	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

ATTACHMENT F

**Disclosure to Seller with Voluntary, Arm's Length Purchase Offer
DECLARATION**

This is to inform you that _____ would like to purchase the property, located at _____, if a satisfactory agreement can be reached. We are prepared to pay \$ _____ for a clear title to the property under conditions described in the attached proposed contract of sale.

Because Federal funds may be used in the purchase, however, we are required to disclose to you the following information:

1. The sale is voluntary. If you do not wish to sell, the buyer, _____, thru the agency, _____ will not acquire your property. The buyer does not have the power of eminent domain to acquire your property by condemnation (i.e. eminent domain) and the agency/Sponsor _____ will not use the power of eminent domain to acquire the property.
2. The estimated fair market value of the property is \$ _____ and was estimated by _____, to be finally determined by a professional appraiser prior to close of escrow.

Since the purchase would be a voluntary, arms length, transaction you would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation. Also, as indicated in the contract of sale, this offer is made on the condition that no tenant will be permitted to occupy the property before the sale is completed.

Again, please understand that if you do not wish to sell your property, we will take no further action to acquire it. If you are willing to sell the property under the conditions described in the attached contract of sale, please sign the contract and return it to us at: _____ . If you have any questions about this matter, please contact _____ at _____.

Sincerely,

Title

Buyer

Date

Buyer

Date

Form continues on next page with Seller's Acknowledgment

Acknowledgement

As the Seller I/we understand that the _____ will inspect the property for health and safety deficiencies. I/we also understand that public funds may be involved in this transaction and, as such, if the property was built before 1978, a lead-based paint disclosure must be signed by both the buyer and seller, and that a Visual Assessment will be conducted to determine the presence of deteriorated paint.

As the Seller, I/we understand that under the **City's? County's?** program, the property must be currently owner-occupied, vacant for three months at the time of submission of purchase offer, new (never occupied), or renter purchasing the unit. I/we hereby certify that the property is:

Vacant at least 3 months; Owner-occupied; New; or Being Purchased by Occupant

I/we hereby certify that I have read and understand this "Declaration" and a copy of said Notice was given to me prior to the offer to purchase. If received after presentation of the purchase offer, I/We choose to withdraw or not to withdraw, from the Purchase Agreement.

Seller

Date

Seller

Date

ATTACHMENT G
NAME OF STATE RECIPIENT

INSTRUCTIONS TO HOMEBUYER

- A. Participant works with lender of choice to obtain the primary lender's pre-qualification letter.
- B. Program Operator reviews paperwork to determine program eligibility and financing affordability for participant.
- C. Program Operator staff meets with qualified applicant to provide information relative to the program requirements, the lending process, and homeownership responsibilities.
- D. After consultation with Program Operator regarding approved bedroom and bathroom maximums, if any, and HOME Value Limit, participant works with real estate agent to select home. Program disclosures are reviewed with agent for presentation to seller. The HOME Program allows only homes vacant for three months or more prior to the date of the purchase offer, unless the current tenant is purchasing the home or the seller has been the only occupant during those three months, in order to avoid the necessity to pay permanent relocation benefits.
- E. Participant selects home and enters into a purchase contract (contingent upon receiving Program loan approval). Lender provides the Program Operator with a copy of:
 - real estate sales contract, including all addendums and counteroffers, all fully-executed
 - residential loan application and credit report
 - verified income documentation
 - disclosure statement
 - proof of personal funds for participation in program
 - breakdown of closing costs
 - structural pest control clearance
 - appraisal with photos and preliminary title report
- F. Program Operator has home inspected to document health & safety and code compliance. Notice of any deficiencies or needed corrections are given to participant's real estate agent, with recommended course of action. Only new construction and homes built within the previous 12 months and not previously occupied are not subject to a home inspection.
- G. Program Operator requests loan approval from Sponsor's Loan Review Committee. Following loan approval, Program Operator prepares Deed of Trust, Promissory Note, Request for Notice of Default, Grant Agreement, Owner-Occupant Agreement with City? County? and Escrow Instructions, and requests check and deposits same into escrow.
- H. Escrow company furnishes Program Operator with proof of documents to be recorded, and any escrow closeout information. After receipt of recorded loan documents, Final escrow Settlement Statement, Insurance Loss Payee Certification and Final Title Insurance Policy (Program Operator) closes out the loan file.

**ATTACHMENT H
LEAD-BASED PAINT**

VISUAL ASSESSMENT, NOTICE OF PRESUMPTION, AND HAZARD REDUCTION FORM

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

Section 2: Visual Assessment. Fill out Sections 1, 2, and 6. If paint stabilization is performed, also fill out Sections 4 and 5 after the work is completed.

Visual Assessment Date:	Report Date:
Check if no deteriorated paint found <input type="checkbox"/>	
Attachment A: Summary where deteriorated paint was found.	

Section 3: Notice of Presumption. Fill out Sections 1, 3, 5, and 6. Provide to occupant w/in 15 days of presumption.

Date of Presumption Notice:
Lead-based paint is presumed to be present <input type="checkbox"/> and/or Lead-based paint <i>hazards</i> are presumed to be present <input type="checkbox"/>
Attachment B: Summary of Presumption:

Section 4: Notice of Lead-Based Paint Hazard Reduction Activity. Fill out Sections 1, 4, 5, and 6. Provide to occupant w/in 15 days of after work completed.

Date of Hazard Reduction Notice:
Initial Hazard Reduction Notice? Yes <input type="checkbox"/> No <input type="checkbox"/> Start & Completion Dates:
If "No", dates of previous Hazard Reduction Activity Notices:
Attachment C: Activity locations and types.
Attachment D: Location of building components with <u>lead-based paint remaining</u> in the rooms, spaces or areas where activities were conducted.
Attachment E: Attach clearance report(s), using DHS form 8552 (and 8551 for abatement activities)

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

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

ATTACHMENT I

Homebuyer Program Lead Compliance Document Checklist

The following documents should be in each Homebuyer unit file to document compliance with the lead requirements:

Document Name	Purpose	✓
Lead Safe Housing Rule Screening Sheet	Documents exemptions	
Physical inspection form (HQS or equivalent)	Documents visual assessment results	
Seller Certification	Seller certifies that paint was stabilized by qualified workers and that safe work practices were followed during paint stabilization	
Clearance Report and Clearance Review Worksheet	Documents that unit passed clearance	
Disclosure Form	Documents that buyer received disclosure and pamphlet.	
Lead Hazard Reduction Notice	Documents that buyer received required lead hazard reduction notification.	

This was taken from the HUD Website at:

http://portal.hud.gov/hudportal/documents/huddoc?id=20264_leadcompliance.doc

ATTACHMENT J

ACQUISITION WITH REHABILITATION CONSTRUCTION CONTRACT

Home Improvement Construction Contract

This Home Improvement Construction Contract is entered into this _____ day of _____, 20____, between the following parties: (Owner(s) Name): _____ and (Contractor's Name and Address): _____

(Notice of Cancellation, see paragraph 28, may be sent to Contractor at the above address).

The parties agree as follows:

1. **Work to be Performed:** Contractor agrees to provide a Schedule of Work, in accordance with the Work Write-up (Attachment 1) and furnish all supervision, technical personnel, labor, materials, tools and equipment necessary to complete the work described in the work write-up attached hereto at the real property commonly described as: _____. Contractor will be responsible for all construction means, methods, techniques, sequences and procedures and for the coordination of all portions of the work under the Contract. All materials shall be new, unless otherwise specified, and of good quality. Owner has a right to require the Contractor to have a performance and payment bond; the expense of the bond may be borne by the Owner.
2. **Contract Price:** Owner agrees to pay Contractor the sum of \$_____ for the work to be performed.
3. **Completion Time:**
 - a. **Approximate Start Date:** The Contractor agrees to file a complete permit application within ten (10) days after receipt of written Notice to Proceed from the Owner. Owner and Contractor agree that the Start Date of construction shall be the date the permits are issued by the **Name of State Recipient**. In no event shall the Contractor commence work or place any materials on the site thereof prior to receipt of Notice to Proceed from the Owner.
 - b. **Approximate Completion Date:** Contractor shall prosecute the work diligently and continuously to completion. The work shall be completed within _____ days after the Start Date, subject to such delays as are permissible under paragraph 7 herein below.
4. **Payment:**
 - a. Price will be paid to Contractor in installments based on completion of work tasks and individual item prices on the Work Write-up attached, and any Change Orders.
 - b. Contractor shall submit all required payment forms to Owner for approval of payment. Prior to authorization of payment, the Contractor shall provide lien releases for claims by subcontractors, laborers, and material suppliers involved in the work and/or represented by Contractor's invoices. Owner may also request written guarantees and warranties.
 - c. After approval by Owner, Contractor shall submit payment request forms to **name of Program Operator**, hereinafter referred to as "**XXX**." **XXX** shall then make payment to the Contractor. **XXX** may, at its option, inspect the work to ensure that it has been satisfactorily completed in accordance with the Contract requirements. Should **XXX** determine that work has not been performed in accordance with the Contract, **XXX** may, in its sole discretion, withhold or reduce payment in accordance with the terms of the agreement between Owner and **XXX**.
 - d. At the time the work is completed, the Contractor shall submit the final pay request along with the recorded Notice of Completion, final building inspection report, insulation certificate, any

- warranties and guarantees, conditional lien releases, and Section 3 report (for contracts over \$100,000).
- e. An amount equal to ten percent of the total Contract price, including any Change Orders, will be withheld by Owner and shall be paid to Contractor 35 days after notice of completion has been recorded, final inspection by the jurisdiction's building official and approval by Owner, provided that Contractor is not in default under this Contract. Final payment will be subject to withholding any amounts due to Owner for actual costs due to unexcused delays.
 - f. The payment of any progress payment shall not constitute acceptance of defective work or improper material, nor is it a waiver of the warranties or any other remedies to which the Owner may be entitled under the terms of this Contract
5. Relationship of the Parties to XXX: Work to be performed under this Contract is financed by funds from the Name of State Recipient and administered by XXX. Owner is solely responsible for monitoring all work performed under this Contract and enforcing the terms of this Contract. XXX shall inspect all work for the purposes of monitoring loan disbursements in accordance with terms of this Contract and enforcing the terms of the loan agreement. Inspections performed by XXX are solely for the protection of the lender and solely for the purpose of assuring that the construction is progressing reasonably and that the lender's collateral interest is adequately protected. Owner acknowledges that XXX's inspections are not for the purpose of assuring Contractor's compliance with applicable building codes. XXX shall not be liable under any circumstances for its failure to discover or require correction by Contractor of work that fails to comply with applicable building codes or for its failure to discover or require correction of any dangerous condition or defective work by contractor or by any subcontractor.
- XXX shall not, under any circumstances, have any liability either to the Owner or to the Contractor for any disbursement or refusal to approve of any disbursement requested by Contractor.
6. Failure to Commence Work: Failure by the Contractor without lawful excuse to substantially commence work within 20 days from the date specified in the Notice to Proceed is a violation of the Contractors' License Law.
 7. Excusable Delays: Contractor shall not be charged with delay in the completion of the work due to: any acts of Owner which cause delay; general strikes; acts of God or the public enemy; unavailability of materials, or casualty beyond Contractor's control, provided, however, that Contractor promptly (within 14 days) notifies Owner, in writing, of the cause of the delay. If the facts show the delays to be excusable under the terms of the Contract, the time for completion shall be extended for a period equal to the amount of time due to such delay.
 8. Unexcused Delays: The parties agree that the Owner would incur additional expenses as a result of Contractor's unexcused delays in the completion of the work. "Additional expenses" shall include but not be limited to housing and storage costs incurred by the owner due to the inability to fully occupy the property.
 9. Provisions for the Owner: While this Contract is in force, Owner shall permit Contractor the use of existing utilities including light, heat, power, and water, without charge, in order to carry out and complete the work. Owner may continue to occupy the premises during the rehabilitation but shall cooperate with Contractor to facilitate the performance of the work including the abandonment of limited areas as may be essential to the conduct of the work.
 10. Compliance with the Law: By signing this contract, the Contractor certifies that it is licensed and in good standing in California, and not listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors. Contractors are regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding

a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826. All work shall be completed in strict compliance with the laws, ordinances, rules, regulations and Codes of the State, County, and local governments, whether such applicable laws, ordinances, rules, regulations and codes are mentioned in this Contract or not. Contractor shall obtain, pay for, and provide permits and licenses, as required to complete all work outlined under this Contract. Where applicable, Contractor agrees to the following provisions:

- a) Standard Contract Language, All Contracts and Subcontracts, pertaining to civil rights, HCD, age discrimination, rehabilitation acts assurance, etc. (see Attachment 2).
- b) By the statement below, Contractor hereby furnishes Owner with Contractor Notice in compliance with California Business and Professions Code Section 7159:

INFORMATION ABOUT THE CONTRACTORS' STATE LICENSE BOARD (CSLB)

CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the licensed contractor you are considering including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

Visit CSLB's Web site at www.cslb.ca.gov

Call CSLB at 800-321-CSLB (2752)

Write CSLB at P. O. Box 26000, Sacramento, CA 95826

- c) The contractor hereby agrees to abide by the requirements of Executive Order 11246 and all implementing regulations of the Department of Labor.

11. Notice to Owner (see Attachment 3).

12. Required Insurance: Contractor shall obtain and keep in effect during the life of this contract, insurance in the following minimum amounts:

Worker's Compensation and Employer's Liability Insurance meeting the statutory requirements of the State of California.

Comprehensive General Liability and Property Damage Insurance with Combined Single Limits of at least \$1,000,000. This insurance shall be on an occurrence basis and shall protect the Contractor against liability arising from: Contractor's operations, operations by subcontractors, products, completed operations or professional liability where applicable and contractual liability assumed under the indemnity provisions above insured. Any Excavation, Collapse and Underground exclusions must be deleted when applicable to operations performed by the Contractor or his subcontractors.

An original certificate of such insurance shall be filed with XXX. Said certificate shall evidence coverage through the life of this Contract.

13. Safety to Public and Property: Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. In such, Contractor shall provide reasonable protection to prevent damage, injury, and loss to: all employees on the work, all work and materials and equipment to be incorporated therein and other property at the site or adjacent thereto, including trees, shrubs, lawns, pavements, structures, and utilities not designated for removal or replacement under the terms of this Contract.
14. Hold Harmless: With the exception that this Section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify and save harmless Owner and XXX, including their officers, agents, employees, affiliates, parents and subsidiaries, and each of them, of and from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys fees, losses or liability, in law or in equity, of every kind and nature whatsoever ("Claims") arising out of or in connection with Contractor's operations to be performed under this Agreement for, but not limited to:
 - (a) Personal injury, including, but not limited to, bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to any employees or agents of Owner, XXX, or any other subcontractor and/or damage to property of anyone (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose act Contractor may be liable regardless of whether such injury or damage is caused by a party indemnified hereunder.
 - (b) Penalties imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Contractor.
 - (c) Infringement of any patent rights which may be brought against XXX or Owner arising out of Contractor's work.
 - (d) Claims and liens for labor performed or materials used or furnished to be used on the job, including all incidental or consequential damages resulting to XXX or Owner from such claims or liens.
 - (e) Contractor's failure to fulfill the covenants set forth in collective bargaining agreement, wage order or any other agreement or regulation concerning labor relations.
 - (f) Failure of Contractor to provide Casualty Insurance.
 - (g) Any violation or infraction by Contractor of any law, order, citation, rule, regulation, standard, ordinance or statute in any way relating to the occupational health or safety of employees, including, but not limited to, the use of XXX's or other's equipment, hoist, elevators, or scaffolds. The indemnification provisions of (a) through (g) above shall extend to Claims occurring after this Agreement is terminated as well as while it is in force. Such indemnity provisions apply regardless of any active and/or passive negligent act or omission of Owner or XXX or their agents or employees. Contractor, however, shall not be obligated under this Agreement to indemnify Owner or XXX for Claims arising from the sole negligence or willful misconduct of Owner or XXX or their agents, employees or independent contractors who are directly responsible to Owner or XXX, or for defects in design furnished by such persons.
 - (h) Contractor shall:
 - i. At Contractor's own costs, expense and risk, defend any claims that may be brought or instituted by third persons, including but not limited to, governmental agencies or employees of Contractor, against XXX or Owner or their agents or employees or any of them;

- ii. Pay and satisfy any judgment or decree that may be rendered against XXX or Owner or their agents or employees, or by any of them, arising out of any such Claim; and/or
 - iii. Reimburse XXX or Owner or their agents or employees for any and all legal expense incurred by any of them in connection herewith or in enforcing the indemnity granted in this Section.
 - (i) All work covered by this Agreement done at the site or in preparing or delivering materials or equipment, or any or all of them, to the site shall be at the risk of Contractor exclusively until the completed work is accepted by XXX.
 - (j) The indemnities set forth in this Section shall not be limited by any insurance requirements set forth elsewhere within this agreement.
15. **Assignment:** Contractor shall not assign or transfer any right or obligation under this Contract without first obtaining the written consent of Owner. Any attempted assignment by Contractor shall be void.
16. **Changes in Work to be Performed:** No changes shall be made in the work, Contract price or Contract time for completion of work, except by written change order. The change order shall bear the signatures of the parties to this Contract and approved (by signature) as to propriety with funding requirements by XXX. No claim for an adjustment of Contract work, price or time will be valid unless so ordered. Payment for change orders that bear additional cost shall be made in accordance with paragraph 4, above.
17. **Guarantees and Material Warranties:** All labor, materials and installation shall be guaranteed for a period of one year from the date of final acceptance by Owner, when subjected to normal use and care, and provided Owner has complied, in full, with the terms and payments and other conditions of this Contract. Upon written notice from Owner, Contractor shall repair or remedy any defect in materials and workmanship within the one-year period specified. Contractor shall furnish Owner with and assign to Owner all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Contract.
18. **Surplus Materials and Clean-up of Premises:** All materials and equipment removed and not reused as a condition of this Contract shall remain or become the property of Owner, unless otherwise so stated in writing. All surplus materials as well as all rubbish and construction debris resulting from construction activities shall be removed promptly from the job site by Contractor. Upon completion of the work, Contractor shall leave the building and premises in a "broom-clean" condition.
19. **Divisibility:** It is intended that each paragraph of this agreement shall be viewed as separate and divisible, and in the event that any paragraph shall be held to be invalid, the remaining paragraphs shall continue to be in full force and effect.
20. **Materials Restriction:** Lead base paint hazards specified in the work write-up shall be mitigated in accordance with Federal Lead Based Paint regulations listed at 24 CFR 35. All new paint used must be a non-lead based paint.
21. **Arbitration:**
- a. Should any controversy arise out of or related to this Contract or the breach thereof, that falls within the provisions of 7085 et seq. of the California Business and Professions Code, other than a controversy based upon your failure to comply with a notice to return to the project under paragraph 23, the parties shall agree to submit the issue to Contractors State License Board (CSLB) arbitration. The decision of the arbitrator is final and binding on both parties. CSLB will pay for the hearing, the arbitrator, and the services of one Board-appointed expert

- witness per complaint. The parties are responsible for their own attorney fees, if any, and additional expert witnesses, if any.
- b. Any controversy arising out of or relating to this Contract, or the breach thereof, that does not qualify for CSLB arbitration, or the parties do not agree to CSLB arbitration, shall be submitted to binding arbitration in accordance with the provisions of the California Arbitration Law, Code of Civil Procedure 1280 et seq., and the Rules of the American Arbitration Association. The arbitrator shall have the final authority to order work performed, to order the payment from one party to another, and to order whom shall bear the costs of arbitration. Costs to initiate arbitration shall be paid by the party seeking arbitration. Notwithstanding, the party prevailing in any arbitration proceeding and in any litigation arising out of or relating to this contract shall be entitled to recover from the other all attorneys' fees and costs of arbitration.

22. Mechanics Liens: Contractor shall pay promptly all valid bills and charges for materials, labor or otherwise, in connection with or arising out of the rehabilitation of said property and will hold Owner free and harmless against all of them, filed against the property or any part thereof, and from and against all expense and liability in connection therewith, including but not limited to, court costs and attorneys' fees resulting or arising there from. Should any liens or claim of liens be filed for record against the property, or should Owner receive notice of any unpaid bill or charge in connection with the Contract, Contractor shall forthwith pay and discharge the same and cause the same to be released of record. Contractor authorizes XXXX to issue joint checks as part of any disbursement otherwise payable to Contractor whenever XXXX, in its sole discretion, determines that payment in this fashion is necessary in order to protect the interests of the Lender or the Owner. (See also, Notice to Owner, Attachment 3).

23. Termination of Contract: Should Contractor commit any of the acts specified in this paragraph, the Owner may, give 72 hours' notice in writing thereof to Contractor, to commence and continue thereafter to diligently prosecute the correction thereof, and if contractor fails to do so, then without prejudice to any other rights or remedies given Owner by law or by this contract, Owner may terminate the services of Contractor under this contract; take possession of said project and the premises on which it is located; take possession of all materials, located on such premises; and, complete said project by whatever method Owner may deem expedient. Contractor shall be deemed to have committed an act specified in this paragraph if contractor shall:

- a. refuse or fail to supply enough properly skilled workers or proper materials to complete said project in the time specified in this contract and in the approved time schedule.
- b. fail to make prompt payment to subcontractors, laborers, or material men for labor performed on or materials furnished to said project;
- c. fail to comply with the time schedule for completion of the project;

The preceding notwithstanding, the following actions by the Contractor shall be deemed to be material breaches of the contract which are not subject to cure. Should Contractor commit any of the acts specified in this paragraph, the Owner may, by giving 72 hours' notice in writing thereof to Contractor, without prejudice to any other rights or remedies given Owner by law or by this contract, terminate the services of Contractor under this contract; take possession of said project and the premises on which it is located; take possession of all materials, located on such premises; and complete said project by whatever method owner may deem expedient:

- d. Commence with any proceedings of bankruptcy;
- e. make a general assignment for the benefit of contractors;
- f. persist in disregarding any law or ordinance relating to said project or the completion thereof;
- g. suffer the revocation or suspension of its contractor's license.

24. Rights on Termination by Owner: Should Owner terminate the service of Contractor under this contract and complete said project pursuant to Paragraph 10 of this contract, the Contractor shall not be entitled to receive any further payment under this contract until said project is fully completed. On completion of said project by Owner, if the unpaid balance of the contract price exceeds the expenses incurred by Owner in completing said project, including any compensation paid by Owner for managerial, administrative, or supervisory services in completing said project, such excess shall be paid by Owner to Contractor. If the expense incurred by Owner in completion of said project exceeds the unpaid balance of the purchase price, Contractor shall pay such excess to Owner with thirty days following written demand by Owner.
25. Force Majeure: Neither Owner nor Contractor shall be deemed to be in default if performance of the improvements required by this contract is delayed or becomes impossible because of any act of God, war, earthquake, fire, civil commotion, epidemic, act of government, its agencies or officers, court order, or any other legitimate cause beyond the control of the party and not caused by the negligent, unreasonable or intentional acts of the party.
26. Availability of Funds: In the event the loan or grant of funds upon which this Contract is contingent is not approved, this Contract shall be considered null and void, and shall not create any liability to either Owner or Contractor.
27. Contract Nullity: This entire Contract shall be considered null and void if either of the following shall occur:
- a. Owner is not approved for funding to finance the Contract Price;
 - b. Owner chooses not to proceed with the project before construction begins.
28. Three-Day Right to Cancel: **“You, the Owner, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the Contractor at the Contractor’s place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of this contract including this notice.**

If you cancel, the Contractor must return any moneys paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the Contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the Contractor’s instructions on how to return the goods at the Contractor’s expense and risk. If you do make the goods available to the Contractor, and the Contractor does not pick them up within 20 days of the date of your notice of cancellation, you make keep them without any further obligation. If you fail to make the goods available to the Contractor, or if you agree to return the goods to the Contractor and fail to do so, then you remain liable for performance of all obligations under this Contract.”

(continued on next page)

29. "You, the Owner, are entitled to a completely filled-in copy of this Contract, signed by both you and the Contractor, before any work may be started."

THE OWNER AND THE CONTRACTOR ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTAND AND AGREE TO ALL PROVISIONS OF THIS CONTRACT INCLUDING ALL ADDITIONAL CONTRACT DOCUMENTS.

OWNER(S): _____

CONTRACTOR: _____

By: _____
Business Name: _____
Title: _____
Address: _____
Telephone: _____
License Number: _____
Tax ID or Soc. Sec. # _____

Attachments:

- 1 – Work Write-up
- 2 – Standard Contract Language
- 3 – Notice to Owner

STANDARD CONTRACT LANGUAGE:
ALL CONTRACTS AND SUBCONTRACTS

1. The Civil Rights, HCD, and Age Discrimination Acts Assurances:
During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.
2. Rehabilitation Act of 1973 and the "504 Coordinator"
The Grantee further agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR Part 8, including, but not limited to, for Grantees with 15 or more permanent full or part time employees, the local designation of a specific person charged with local enforcement of this Act, as the "504 Coordinator".
3. The Training, Employment and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:
 - a) The grant activity to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u. Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in 24 CFR 135.34(a)(2).
 - b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
 - c) The Grantee will include these Section 3 clauses in every contract and subcontract for Work in connection with the grant activity and will, at the direction of the State, take appropriate action pursuant to the contract or subcontract upon a finding that the Grantee or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the Grantee or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
 - d) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the project, binding upon the Grantee, its successors and assigns. Failure to fulfill these requirements shall subject the Grantee, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
4. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or more

The Grantee hereby agrees to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity, and the Construction Contract Specifications. The Grantee furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts.

5. State Nondiscrimination Clause:

a) During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40) marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the Housing Act (Government Code, Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

6. Labor Standards –Federal Labor Standards Provisions

The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of:

Davis-Bacon Act (40 USC 276a-276a-5) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Department of Labor and are issued in the form of Federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.

Copeland “Anti-Kickback” Act (47 USC 276(c)) requires that workers be paid at least once a week without any deductions or rebates except permissible deductions.

Contract Work Hours and Safety Standards Act – CWHSSA (40USC 327-333) requires that workers receive “overtime” compensation at a rate of 1-1/2 times their regular hourly wage after they have worked 40 hours in one week.

Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

NOTICE TO OWNER

"Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

- (1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.
- (2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.
- (3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property; therefore, you need to protect yourself. This will help to insure that all person due are actually paid.
- (4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by the individuals, the person signing these

releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete.

To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property."

Read and acknowledged:

Signature

Dated

Signature

Dated

ATTACHMENT K
NAME OF STATE RECIPIENT OR PROGRAM OPERATOR

CONSTRUCTION PAYMENT REQUEST # _____

Date _____

Participant _____ Project _____ Job # _____

Project Address _____

Total Contract Amount \$ _____ Payment Amount \$ _____

Contractor: _____ Construction Supervisor: _____

Items Completed:

I request payment for work in progress on the above property. I certify that the work itemized above has been completed as of this date.

Contractor's Signature

Date

NOTE: Ten percent (10%) of the total contract amount (including all change orders) will be retained by Name of Program Operator until 35 days after Notice of Completion is recorded.

The items listed above have been completed satisfactorily. _____
Please release payment to Contractor as requested (or amended). OWNER'S SIGNATURE DATE

APPROVED FOR PAYMENT:

NAME OF PROGRAM OPERATOR

DATE

Mail

Pick-up

NOTES:

Distribution: **WHITE:** (Name of Program Operator)

YELLOW: Owner

PINK: Contractor

GOLDENROD: Supervisor

City of

CORCORAN

Police Department

FOUNDED 1914

May 17, 2022

STAFF REPORT
ITEM#: 7C

To: Corcoran City Council
From: Reuben P. Shortnacy, Chief of Police
Subject: Police Department 2021 Annual Report

Discussion:

Attached is the Corcoran Police Department 2021 annual report for your review.

2021 Annual Report



Corcoran Police Department

Chief of Police

Reuben P. Shortnacy

Mission Statement

To provide quality law enforcement services to the community while maintaining the trust of those we serve.

Vision Statement

To effectively work with the community to provide safe and secure neighborhoods

Values

Integrity - Do what is right

Loyalty - To the community and to CPD

Teamwork - Working together

Accountability - Holding ourselves responsible

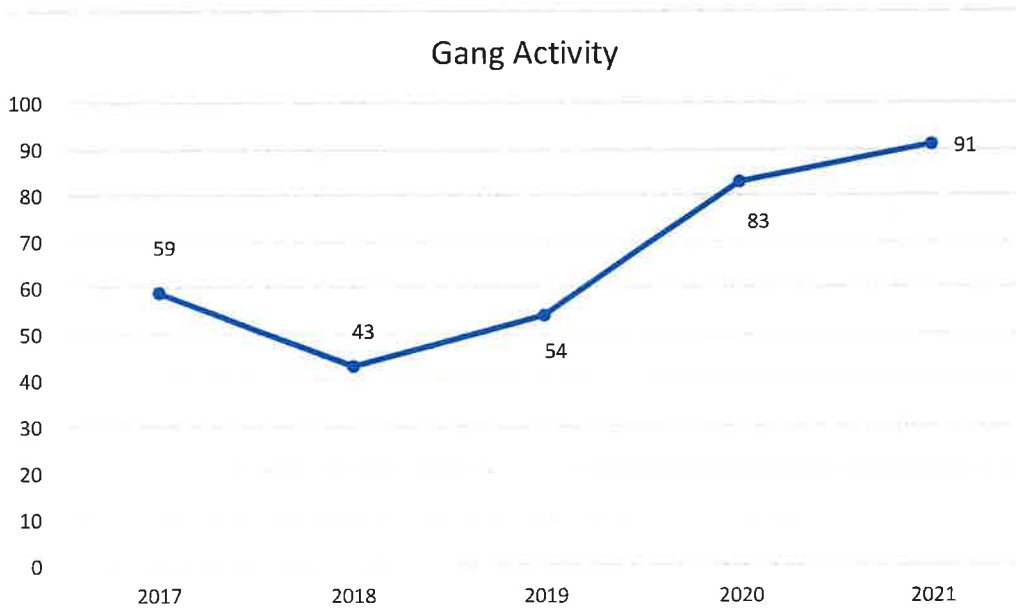
It is my pleasure to present to you the Corcoran Police Department Annual Report for 2021. This report covers the calendar year of 2021 and contains statistical information from previous years for review and comparison. I hope you find the report informative and invite any comments and/or questions.

PERSONNEL/STAFFING

As of this report we are fully staffed in all areas of the department.

INVESTIGATIONS

Our investigations unit operated with two investigators during this year. In 2021 our investigations unit handled a variety of cases including identity theft, forgery, assault with a deadly weapon, attempted homicide and child abuse. Detectives carried a total of 40 cases during 2021, 20 of which were closed or sent to the District Attorney’s office. This unit remains very busy, and a significant amount of the Investigator’s time is focused on gang related crimes.



So much of our investigator’s time is spent on gang related crimes. We have experienced a spike in gang related crimes over the past couple of years but are making significant progress addressing this issue. This will continue to be a priority for us.

K-9 Unit:



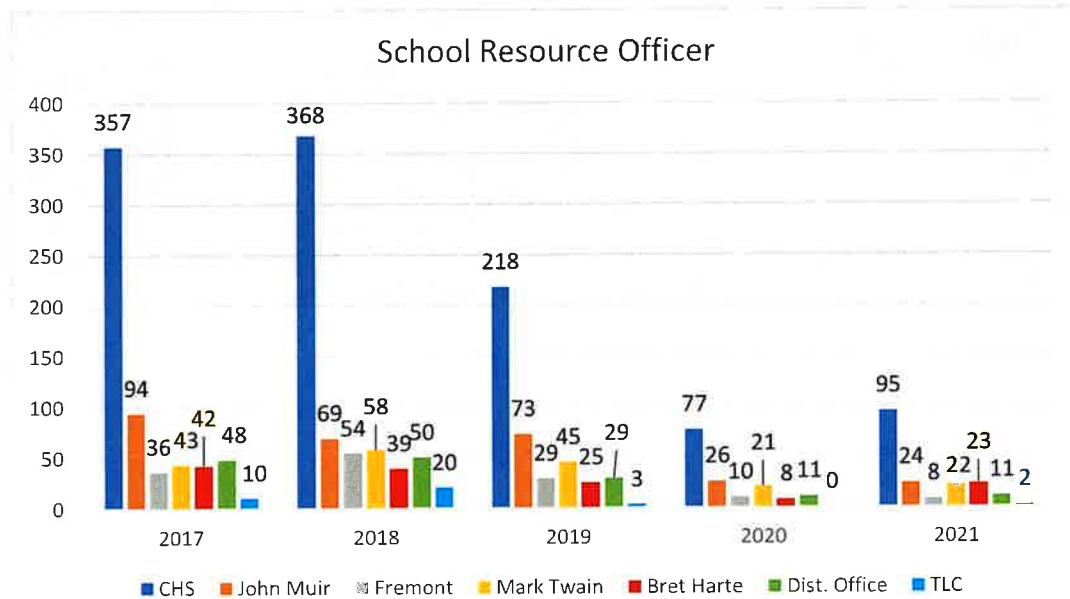
Our K9 program began April 16, 2002. In March of 2015 the Gibby family, who own several Jack in the Box restaurants in the valley, held a fundraiser for the replacement of our K9. They raised nearly \$17,000 which allowed us to purchase a dog, the equipment and complete all of the initial training with no negative impact on our budget. We also received a donation from a local community member in the amount of \$1,200 for a ballistic vest for our K9. We are thankful for the amazing support that our K9 unit has received, and we are appreciative of the generosity. Our newest K9 was named “Jacki” after Jack in the Box. She is a Belgian Malinois, has completed all required training and certification and has been deployed since July of 2015.

There was limited activity in our K9 program this year. K9 Handler, Corporal Daniel McAlister, was out on medical leave for an extended period. Nonetheless, Jacki conducted 3 searches, received 40 hours of training and was recertified in December of 2021 for patrol and narcotics use. Jacki continues to be a tremendous addition to the Corcoran PD team and continues to contribute to the safety of all those who live and work here.

School Resource Officer:



The Corcoran Police Department is committed to providing safe schools for our children and the presence of a School Resource Officer plays a vital role in this effort. The SRO's presence alone is a crime deterrent on campus, which includes sporting and special events. The success of the SRO program is attributed to the great working relationship we have enjoyed with the Corcoran Unified School District (CUSD). In partnership with CUSD we work to keep our students safe and, in an environment, conducive to learning. In 2021 we saw a transition back to an on-campus learning format, having been on distant learning due to the COVID-19. The SRO handled a total of 188 Calls for Service at our school sites. We are committed to being a liaison with our school district and continue to work with them during these interesting times. We look forward to our continued partnership with CUSD.



Police Explorer Program:

Beginning in the early 1970's, the Corcoran Police Explorer Post 1500 is open to young men and women ages 14 through 21 years of age with an interest in learning more about careers in the law enforcement field. The program provides leadership and community service opportunities. Corcoran Police Explorers are provided a combination of classroom and practical training with Ride-Alongs in police vehicles and community policing activities. Explorers develop leadership skills, respect for community members, police officers and other explorers as well as learn law enforcement protocols.

In 2021 the Corcoran Police Explorers continued to be inactive due to COVID-19, which precluded us from having regular meetings with our Explorers and the majority of the events that they are involved with were cancelled. We have recently begun to meet with the Explorers and restart activities. We look forward to moving forward and re-energizing our Explorer Program that has seen so much success through the years.

Community Oriented Policing:





Our dominant philosophy continues to be that of Community Oriented Policing (C.O.P). Our primary goal and commitment are to find long-term solutions to problems in our community. Our Community Relations and Community Policing efforts go a long way towards preventing crime and solidifying partnerships with community members and groups. We participate in many events throughout the year and take advantage of opportunities to connect with people and find common goals to keep our community safe. Many of our traditional events such as Coffee with a Cop and National Night Out had to be cancelled due to COVID-19; however, we still found ways to build relationship within our community and for opportunities to serve. In 2021 our officers and support staff participated in several events and look forward to getting back to our normal activities in the coming year. Once the COVID-19 pandemic hit we discontinued our Ride Along program in an effort to keep our staff safe, but we are starting that program back up in 2022.

Chaplain Program:

The Chaplain Program began April 3, 2001, as an approach to meeting needs in our community. Chaplains work with law enforcement personnel on a professional level by making themselves immediately available as trained and caring professionals who can assist in times of loss, confusion, depression, or grief to people in crisis situations. The Chaplains provide this service not only to the community, but also to all department employees and their families as well.

The Chaplain Program is coordinated by department personnel and the Chaplain must be ordained or commissioned. He or she must attend specialized training for law enforcement chaplaincy.

We have one volunteer Chaplain, Jason Mahill (Harvest Community Baptist Church), who participates in the program. He is provided with necessary training and resources in return for many hours of volunteer service.

The duties of the Police Chaplain may include, but are not limited to:

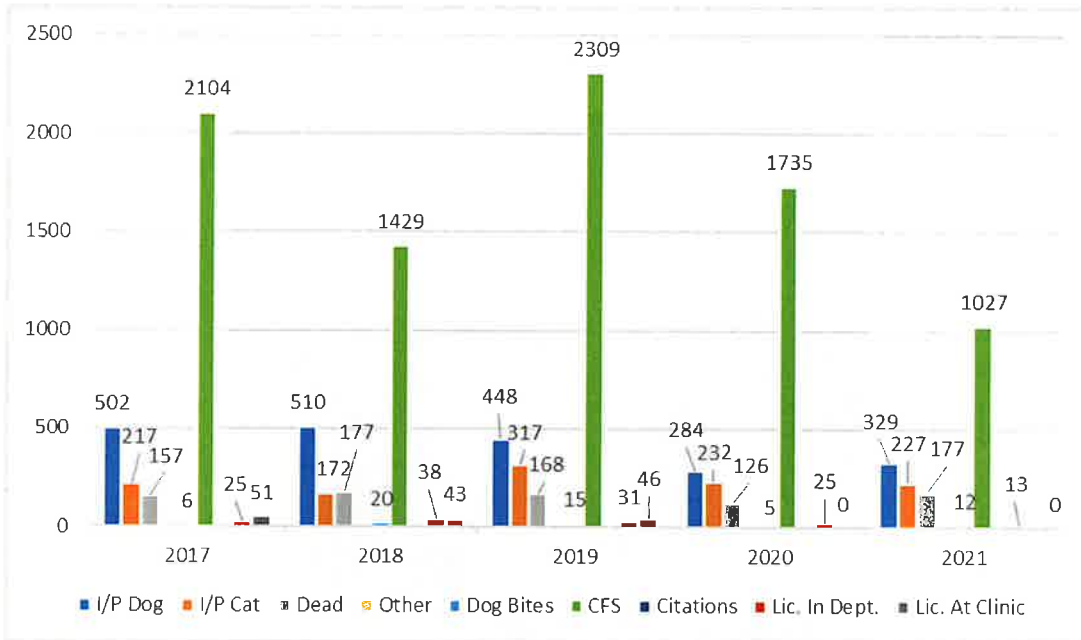
- Riding along with officers on routine patrol on various shifts.

- Accompanying a police officer to assist with notification of any death or serious injury.
- Working with police officers to assist in any kind of crisis situation where the presence of a trained chaplain might help.
- Counseling Department members in response to stress or family crisis problems.
- Visiting with sick or injured members of the Department at their home or in the hospital.
- Offering invocations at special occasions such as recruit graduations, award ceremonies, memorial ceremonies, dedications of buildings, etc.
- Serving on appropriate committees.
- Act as liaison with local ministerial associations and on matters pertaining to the moral, spiritual, and religious welfare of community members and police personnel.
- Assisting the Police Department in the performance of appropriate ceremonial functions.
- Providing practical assistance to victims.

Animal Control:



In 2021 our Animal Control Officer responded to 1,027 Calls for Service, investigated 12 dog bites, issued 9 citations. We licensed a total of 13 dogs during 2021. Unfortunately, we were not able to host vaccination clinics in 2021 due to COVID-19, but we look forward to bringing them back in the near future. We will continue to introduce more animal care education to the community in the coming years as well as host clinics for vaccination, licensing and “chipping.” The “other” category represents animals such as coyotes, rabbits, snakes etc.



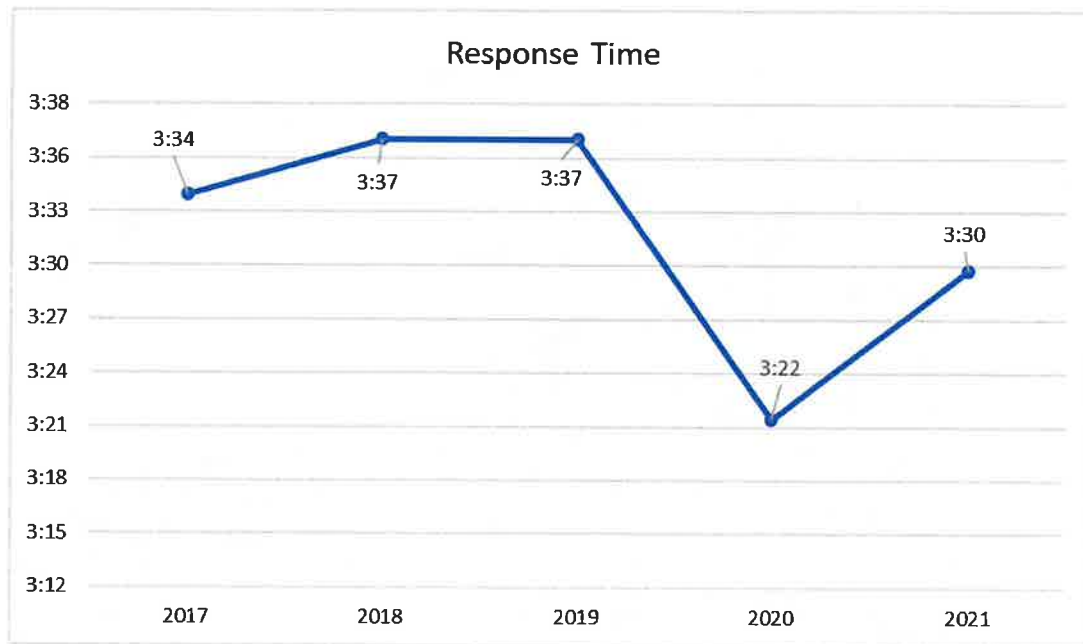
Training:





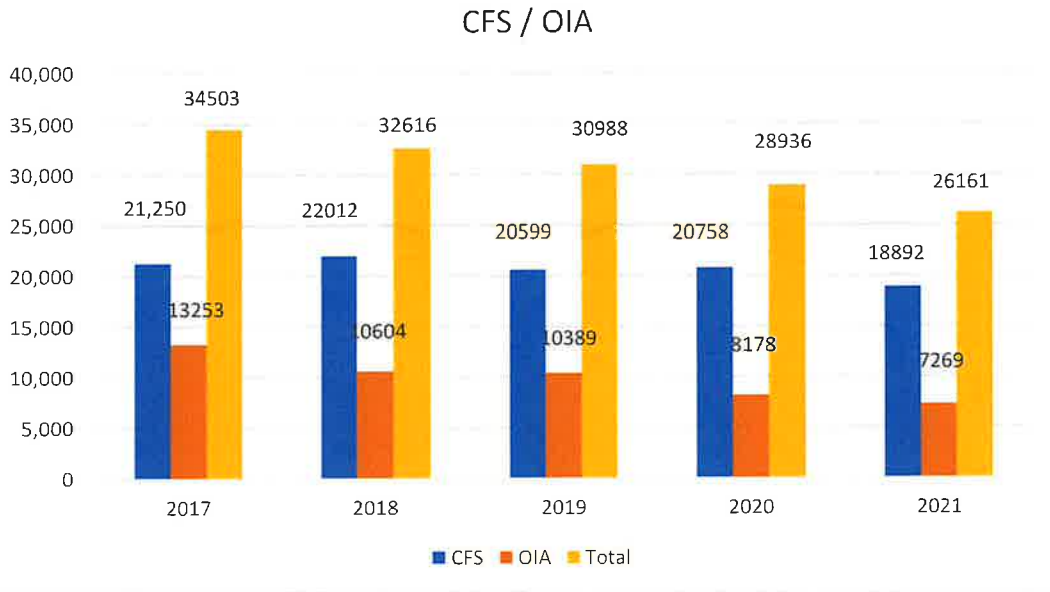
It is important for us to maintain our skill level and expertise in a variety of areas so that we are prepared to respond to and address any incident that may develop. The quality of the training that we receive directly impacts the quality of service that our community receives. During 2021 department personnel completed over 1,200 hours of training in various topics. Some of the training topics include Traffic Collision Investigation, Dispatcher Crisis Negotiations, Strategic Communications, Use of Force, Handling the Rising Tide of Suicide and Firearm use and safety.

Response Times:



These numbers represent an average response time for all priority-1 calls. There are a lot of things that impact this number such as staffing, call volume etc. However, we have maintained a good average response time overall.

Calls for Service / Officer Initiated Activity:



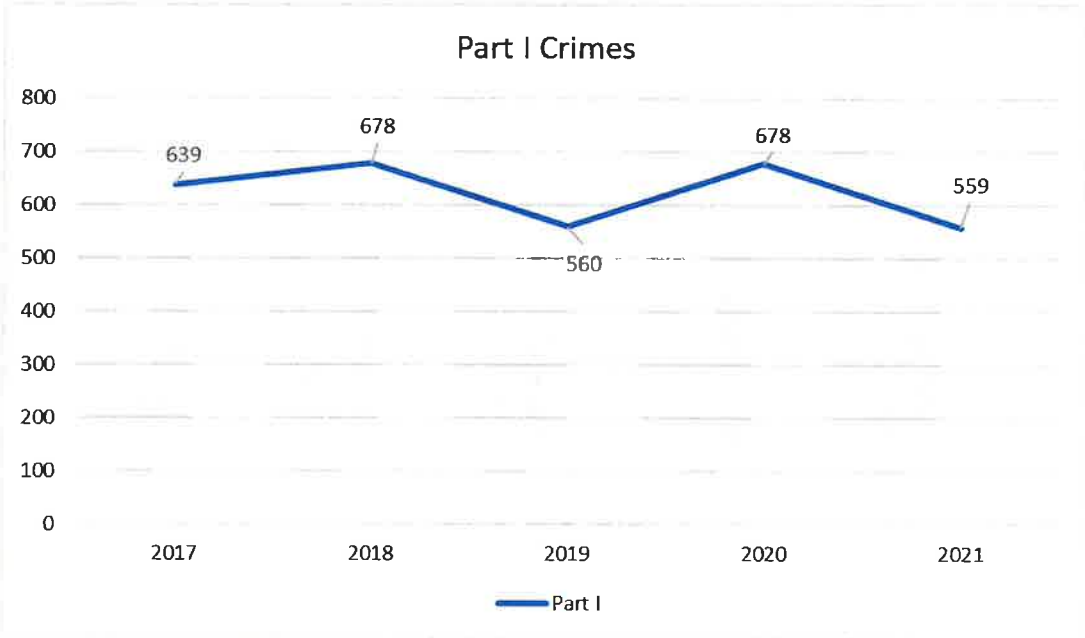
There was a decrease in total CFS from 2020 to 2021 of 9.59%. In looking at the chart above you can see our actual calls for service were slightly higher in 2020; however, we are starting to see these numbers rise as we come out of the Pandemic. We do believe these numbers will increase, not only this year, but in the years to come due to the impact of AB 109, Prop 47 and Prop 57.

CRIME STATS

Much of our focus continues to be on Part I crimes. These are the more serious crimes and are represented in the following categories: homicide, rape, robbery, vehicle theft, burglary, assault, larceny and arson. Part II crimes are crimes such as embezzlement, vandalism etc. You can see in the illustration below that our Part I crimes have decreased significantly in 2021. Part I crimes are down 17.5% compared to 2020. The single biggest contributor to bringing down our Part I crimes in 2021 was the decrease in thefts. These numbers will fluctuate from time to time for a variety of reasons. There are many variables that affect this number to include staffing levels, trends and changes in the law. Although we have had much success in keeping Part I crime down overall, I anticipate that we may continue to see some increase. These categories are directly impacted by changes in the law such as AB 109, Prop 47 and Prop 57. In addition to these changes, we also saw many state prisoners released early in 2020 and 2021 to alleviate the prison population in an effort to slow the spread of COVID-19. On page 15 there is a chart that reflects a more detailed breakdown of Part I crime. Preventing and addressing Part I

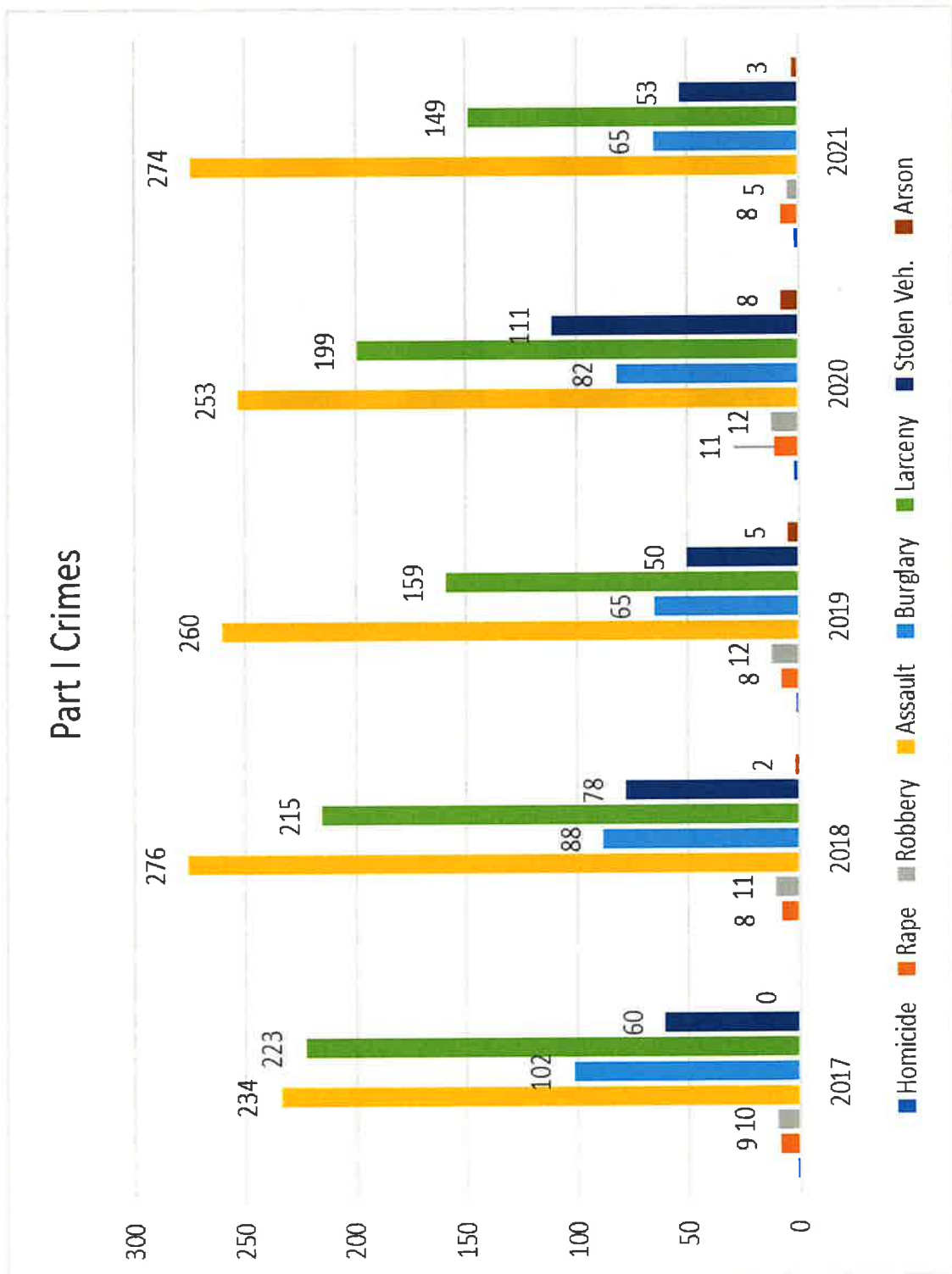
crimes will continue to be our priority, as these are the crimes that most significantly impact quality of life.

Part I:

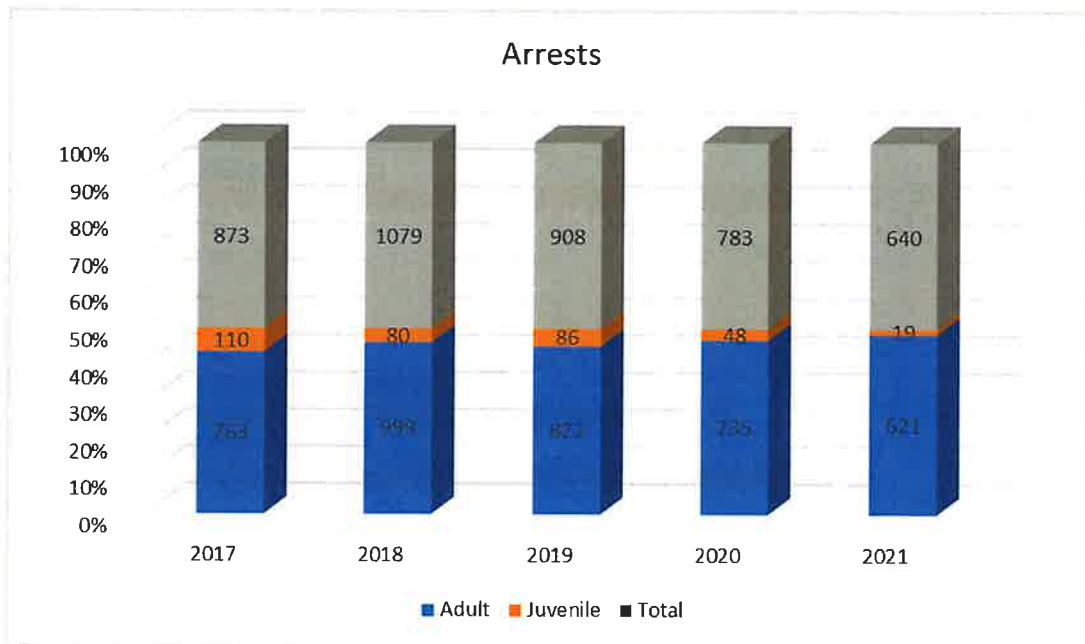


There is a 17.5% decrease in Part I crimes compared to 2020.

Part I Crimes detailed:

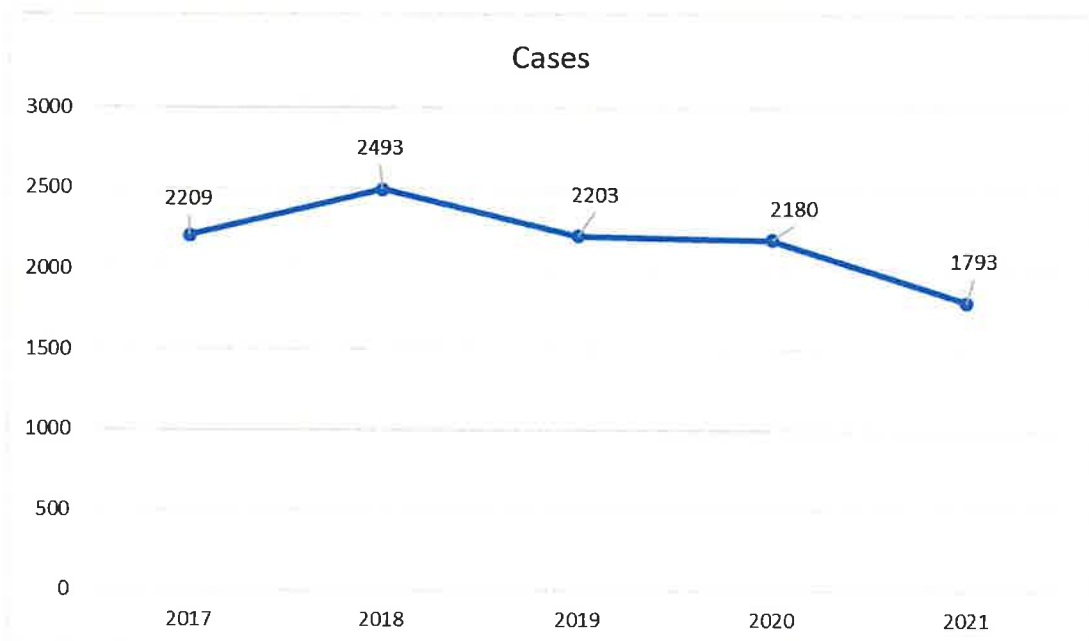


Arrests:



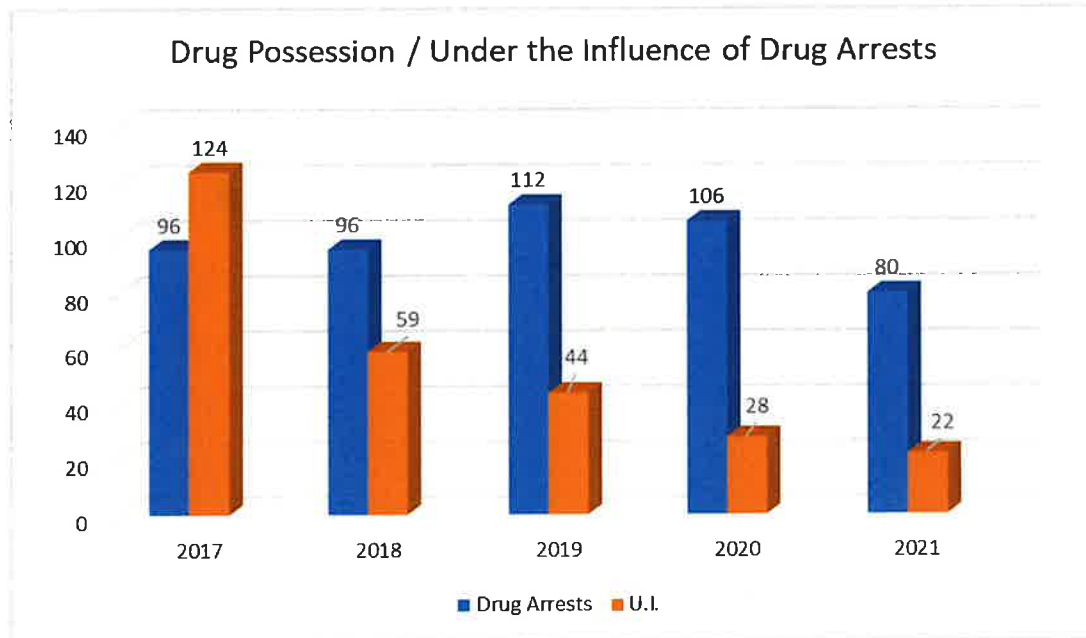
Arrests have decreased by 18.2% overall. Adult arrests are down by 15.51% compared to 2020 and juvenile arrests are down by 60.41%. These numbers are impacted significantly by the Pandemic.

Cases:



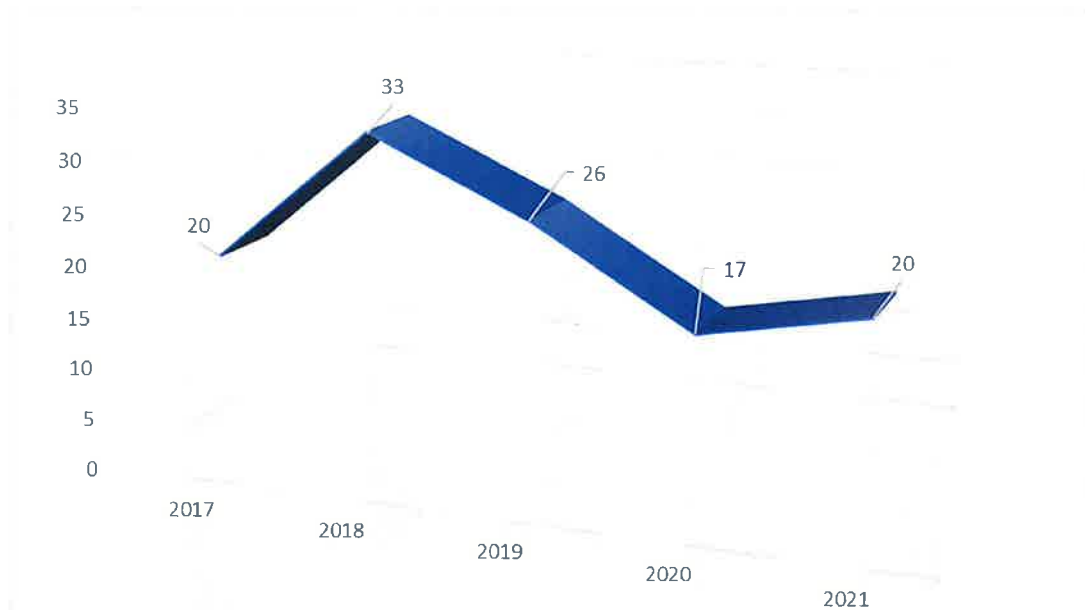
DRUG ENFORCEMENT

Drug possession / under the influence of drug arrests:



Over the years drug interdiction has been a council and police priority. We have enjoyed a decline in drug arrests for several years. However, we may likely experience crime and incidents related to drug use but with statistical drops in arrests. Many drug crimes have changed recently from felony to misdemeanor. The primary problem continues to be meth and heroin. Heroin has become much more dangerous with the presence of fentanyl in our communities.

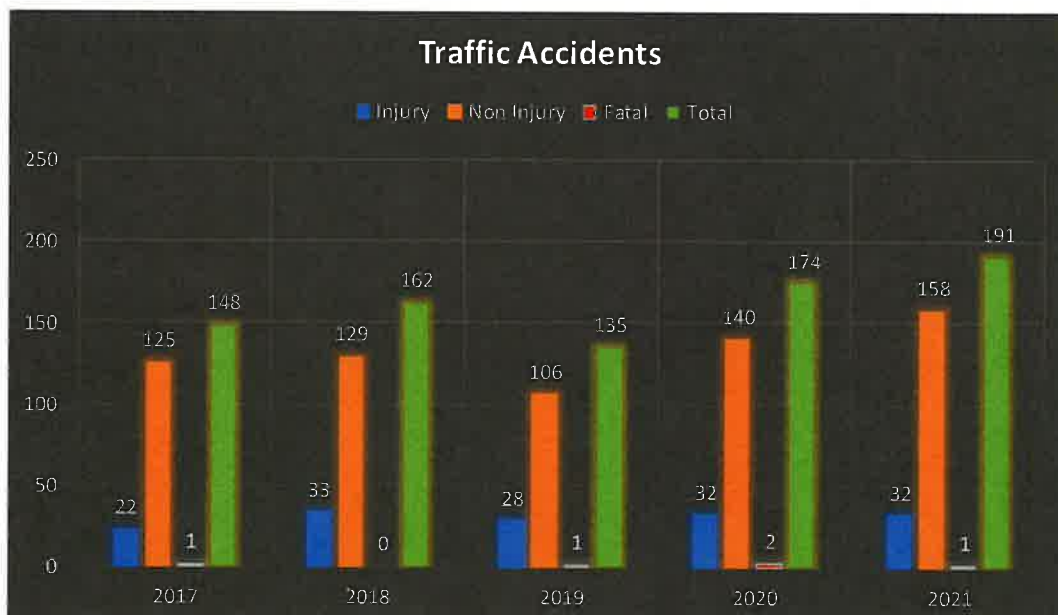
Identity Theft:



We have seen a slight increase in identity theft cases compared to 2020. However, overall, they are down. We will continue to aggressively investigate these cases as the impact of these crimes on victims can be significant and long-lasting.

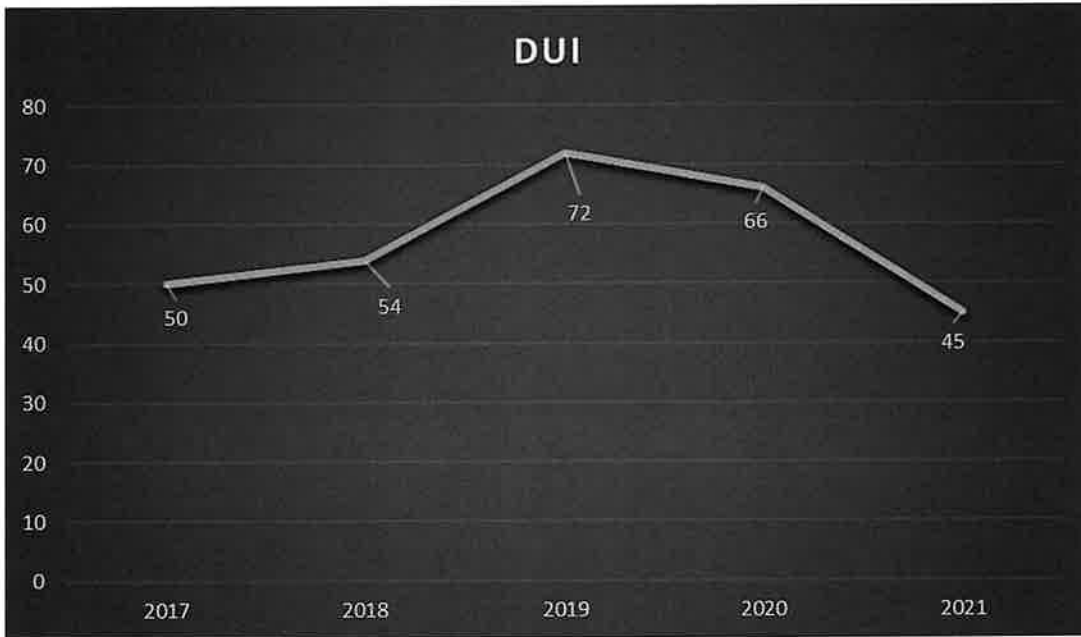
TRAFFIC

Traffic Accidents:



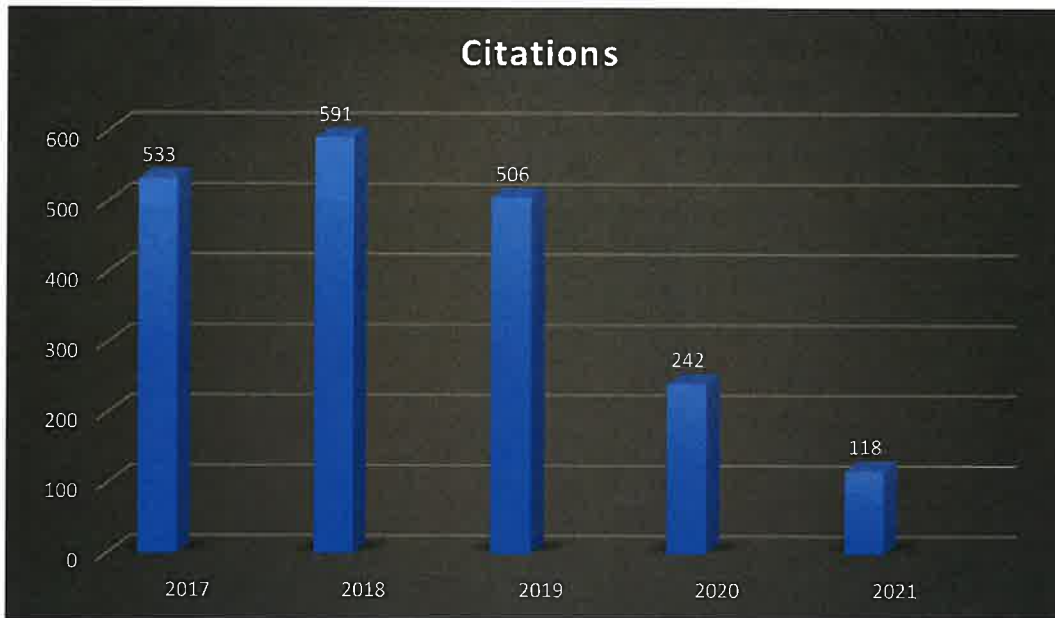
Traffic safety is consistently an area of public concern. We are sensitive to this, especially as it relates to our schools and business district and set it as a high priority. Right of Way violations are the primary cause for accidents and a significant part of our enforcement efforts. Total accidents have increased 9.77% compared to 2020, with the increase being non-injury traffic accidents.

Driving Under the Influence:



DUI arrests have dropped over the last couple years. We have seen a 31.81% decrease in arrests compared to 2020. Staffing impacts this number significantly as most DUI arrests are the result of officer-initiated activity. There is no doubt the Pandemic also contributed to this number.

Traffic Citations:



We continue to address a variety of traffic issues and concerns. We are sensitive to complaints such as u-turns, speeding, loud music and right of way violations. We concentrate a lot of our effort in school zones. Our goal is to keep our pedestrians and motorists safe while being responsive to traffic related complaints. These numbers have dropped due to Covid 19 and limiting our interaction with the public out of concern for their safety and that of our staff.

FINAL COMMENTS

The year 2021 brought us many challenges as we worked our way through the Pandemic while striving to provide a safe community for all. The COVID-19 pandemic impacted essentially all areas of our operation and reduced the amount of personal interaction we had with the public. We are grateful that we are getting back to normal activities and able to interact with our community members.

I want to point out a significant change in law enforcement that will impact this report moving forward. For more than 90 years law enforcement has collected and reported statistical data through what we call UCR (Uniform Crime Report). This changed in 2021 to what is now the National Incident-Based Reporting System (NIBRS) and the California Incident-Based Reporting System (CIBRS). This new collection method is intended to collect more detailed crime data. Our records staff now must report this data more frequently. The traditional Part I and Part II crimes that we have reported to you will change moving forward. A new baseline will have to be established for proper comparison from year-to-year.

During 2021 we had several officers out on injury. At one point there were a total of 5 officers out injured. This does not include the impact from those who had COVID-19. These vacancies had a significant impact on our operations and impact some of the numbers that you see throughout the report.

During 2021 I had the pleasure of serving as Acting City Manager while the Council went through a recruitment process. It was a great experience for me personally and professionally. It gave me an opportunity to work closely with the Council and other staff throughout the city. I wanted to express my appreciation to the council for your support and patience, to our Deputy Chief, Gary Cramer, for taking on a lot of work during that time and all the city staff for their patience and for the great work that they do. I would also like to thank our new City Manager, Greg Gatzka, for working diligently with me and others to ensure a smooth transition.

The City of Corcoran is a great community that the men and women of the Corcoran Police Department are honored to serve. The greatest asset to any community is the people and we are committed to continue to work side by side with everyone to keep our community safe. The support we receive from the City Council and members of this community never goes unnoticed and is always deeply appreciated.

City of

CORCORAN

Police Department

FOUNDED 1914

March 18, 2022

**STAFF REPORT
ITEM#: 7D**

To: Corcoran City Council
From: Reuben P. Shortnacy, Chief of Police
Subject: Discussion regarding illegal fireworks

Discussion:

The use of illegal fireworks has been increasing over the past several years. There has been some interest by council to discuss this growing problem. To give some perspective, in the past two years we have handled just under 200 calls for service reporting illegal fireworks. We have cited 15 individuals over the last 7 years. We know the problem continues to grow as we can all see it for ourselves. The violations that we would typically cite for have penalties ranging from a \$500 fine to \$1,000 fine and up to one year in jail. Enforcement is very challenging for a variety of reasons however, we will continue to look at creative ways to address this growing problem.



ACCT# _____

559-757-1045 • TuleTrash.com

DATE ACCT OPENED _____

11850 Highway 99, Pixley, CA 93256
FAX 559-757-5002

REQUEST FOR COMMERCIAL REFUSE/RECYCLE SERVICE

COMPANY/ INDIVIDUAL NAME _____ PHONE# _____ FAX _____
SERVICE ADDRESS _____ CITY/ST _____ ZIP _____
BILLING ADDRESS _____ CITY/ST _____ ZIP _____
EMAIL ADDRESS _____
NAME/ADDRESS/PHONE# OF PROPERTY OWNER OF SERVICE ADDRESS _____

YEARS ESTABLISHED _____ P O REQUIRED YES / NO _____
CORP _____ PARTNERSHIP _____ SOLE PREP _____ FEDERAL ID or SS# _____

OFFICERS/OWNERS ADDRESS CITY/STATE/ZIP PHONE#

HAVE YOU EVER FILED BANKRUPTCY? YES _____ NO _____

NAME & BRANCH OF BANK _____

DO YOU OWN THE BUSINESS PROPERTY? YES _____ NO _____
IF A CORPORATION, DO STOCKHOLDERS OWN PROPERTY? YES _____ NO _____

CURRENT CREDIT REFERENCES

NAME ADDRESS PHONE#

- 1. _____
- 2. _____
- 3. _____

We have available credit card or bank card Auto Pay that is processed on the 5th of each month, if you are interested check here _____.

TERMS: NET 30 DAYS. ACCOUNTS NOT PAID BY THE LAST BUSINESS DAY OF THE MONTH FOLLOWING STATEMENT DATE ARE DELINQUENT AND SUBJECT TO A LATE CHARGE OF 1.5% OF THE DELINQUENT AMOUNT PER STATEMENT PERIOD. THE CUSTOMER IS RESPONSIBLE FOR ANY DAMAGE TO TULE TRASH COMPANY'S PROPERTY. THE CUSTOMER IS ALSO RESPONSIBLE FOR THE CONTENTS OF THE CONTAINER. TULE TRASH COMPANY LLC IS AUTHORIZED TO CONTACT ANY REFERENCES LISTED ABOVE.

ALL ACCTS 60 DAYS PAST DUE, WILL BE FORWARD OVER TO A COLLECTION AGENCY & ALL COST INCURRED WILL BE PAID BY THE CUSTOMER.

CERTIFICATION: I CERTIFY THAT THE INFORMATION GIVEN ABOVE IS CORRECT. I HAVE READ AND UNDERSTAND THE **TERMS** AND **RATES** AS STATED AND AGREE TO PAY THE ACCOUNT IN THE ABOVE NAME WITHIN THESE TERMS. IN THE EVENT I FAIL TO PAY, AND IT BECOMES NECESSARY TO PLACE THIS ACCOUNT IN THE HANDS OF AN ATTORNEY FOR COLLECTION, I AGREE TO PAY A REASONABLE ATTORNEY FEE FOR ITS COLLECTION.

SIGNATURE _____ **DATE** _____

PRINTED NAME: _____

GUARANTEE: I HEREBY GUARANTEE TO TULE TRASH CO. LLC THE PAYMENT OF ANY AND ALL DEBTS OF THE ABOVE COMPANY. THIS IS A CONTINUING GUARANTEE AND SHALL REMAIN IN FORCE UNTIL REVOKED BY THE GUARANTOR GIVING WRITTEN NOTICE TO TULE TRASH COMPANY LLC.

GUARANTOR _____ **PRINTED NAME:** _____



11850 HWY 99 Pixley, CA 93256 PH: 559-523-0007 FAX: 559-757-5002

Kings County Roll Off Service Agreement 2022

Billing Info:

Name: _____

Address: _____

City, State, Zip: _____

Jurisdiction tax area: _____

Contact Info:

Name/Phone: _____

Service Address: _____

City, State, Zip: _____

Email: _____

Contractor agrees to provide the following service and equipment at the frequency of collection indicated. Customer agrees to accept this service and its associated rates, indicated under Container Specifications in accordance with the Terms and Conditions specified at the end of this agreement.

CONTAINER SPECIFICATIONS:

<u>Qty</u>	<u>Container size</u>	<u>Charge Amount</u>	<u>Frequency of Collection</u>
1	30yd	\$450.00	Del, 2 weeks Equip, Removal & 2 tons included
_____	_____	_____	7.5% Franchise Fee Tax
_____	_____	_____	CC on file to charge for extra tonnages & Tax
_____	_____	_____	_____

***SPECIALS INCLUDES 2 TONS, EACH TON AFTER IS \$58.00 A TON. NO CREDIT, REQUESTS FOR ADDITIONAL DUMPS MUST BE PREPAID @ \$600. PER DUMP.**

TERMS AND CONDITIONS:

1. New construction and demolition customers initial here_____. Accepting terms & conditions of recycling diversion requirements for City and County permitting.
2. No paint, chemicals, tires, or hazardous materials are accepted in containers.
3. Be advise customers are responsible for any charges on Appliances (\$15 each) & Tires (\$3 Each)
4. Customer agrees to maintain a 4' clearance around container and be free and clear of any obstructions to ensure service. Not doing so will cause container to be skipped and serviced at next scheduled service date.
5. Container must be leveled and not overfilled. Exceeding capacity will result in extra dump fee.
6. Customer is responsible for inspecting roll-off upon delivery for any damages. Also responsible for the container contents and damage to the container beyond normal wear and tear.
7. **There is a 10 Ton limit with an overload fee of 58 per ton (Kings County)**

All loads are COD (pay as you throw) no credit will be issued for Roll-Off special rentals.

Customer Signature

Dated

If Company/Printed Name & Company Title

Name of Company



RELEASE OF LIABILITY FOR DAMAGES

I, the undersigned, am over eighteen (18) years of age, and have full authority to enter into this Contract for Payment and Release of Liability for Property Damage.

I have been informed by Tule Trash Company LLC, and I understand that the trucks and related equipment used by Tule Trash Company LLC in the delivery, placement, setting, use, servicing, pick-up and retrieval of the dumpster, may cause damage to yards, sidewalks, curbs, driveways, patios, roads or other surfaces on which those heavy trucks or related equipment travel. I hereby release and hold Tule Trash Company LLC harmless for any damage to property, that may arise out of delivery, placement, setting, use, servicing, pick-up and retrieval of the dumpster.

I agree that the terms of this Release of Liability from Property Damage shall be governed by California Law.

I agree that this Release of Liability for Property Damage sets forth the entire understanding of the parties, and it may not be changed except by a written document signed by both parties hereto.

Site Address: _____

X _____
Applicant Signature / Company Representative

DATE _____

X _____
Printed Name of Applicant/Company Representative

X _____
Tule Trash Representative

DATE _____

**MATTERS FOR MAYOR AND COUNCIL
ITEM #: 8**

MEMORANDUM

MEETING DATE: May 24, 2022
TO: Corcoran City Council
FROM: Greg Gatzka, City Manager
SUBJECT: Matters for Mayor and Council

8-A. Upcoming Events/Meetings

- May 30, 2022 (Monday) City Offices Closed in Observation of Memorial Day
- June 1, 2022 (Wednesday) City/County Coordinating Meeting – 6:00 PM (City of Corcoran will be hosting)
- June 17, 2022 (Friday) Corcoran Farmers Market – 5:30-8:30 PM on Whitley Ave next to Christmas Tree Park
- June 14, 2022 (Tuesday) City Council Meeting – 5:30 PM
- June 28, 2022 (Tuesday) City Council Meeting – 5:30 PM

8-B. City Manager’s Report

8-C. Council Comments/Staff Referral Items – *This is the time for council members to comment on matters of interest.*

8-D. Committee Reports

1. Kings Waste and Recycling Agency (KWRA)
2. Kings County Association of Governments (KCAG)
3. Kings Community Action Organization



**COUNCIL REQUESTS OR REFERRAL ITEMS
PENDING FURTHER ACTION or RESOLUTION BY STAFF**

DATE Sent to Council/ Request made	REQUEST	STATUS	DEPARTMENT RESPONSIBLE Dept/Division
01/25/22	Corcoran Cemetery District concerns. Council directed City Manager to make contact with District representatives and lend support.	In progress	City Manager
07/21/21	Homelessness Concerns. Council directed staff to explore and evaluate avenues to address homeless issues.	In progress	City Manager
07/21/21	Vacant and blighted commercial properties. Council directed staff to begin preparing an abatement ordinance.	In progress	Community Development
06/13/20	Council directed Staff to begin preparing a public nuisance ordinance.	In progress	Community Development/Police Department
03/12/19	Council requested that Staff prepare ordinance specifically prohibiting smoking in public parks. It was recommended that the City also consider an ordinance prohibiting dogs in public parks.	In progress	Community Development

