May 10, 2022
MINUTES

COUNCIL MEMBERS PRESENT:

Nerio-Guerrero, Longoria, Reynosa, Thusu, Launer

COUNCIL MEMBERS ABSENT:

None.

STAFF MEMBERS PRESENT:

Alaniz, Hernandez, Hurtado, Iriarte, James, Montejano, Patlan, Solis, Webster, Yanez - via zoom.

1. OPENING CEREMONIES

1.1. Welcome and Call to Order

Mayor Launer called the meeting to order at 6:30 p.m.

1.2. Invocation

The invocation was led by Chaplain Susee.

1.3. Pledge of Allegiance

The pledge of allegiance was led by Council Member Longoria.

2. AGENDA CHANGES OR DELETIONS

To better accommodate members of the public or convenience in the order of presentation, items on the agenda may not be presented or acted upon in the order listed. Additions to Agenda may be added only pursuant to California Government Code section 54954.2(b).

None.

3. REQUEST TO ADDRESS COUNCIL

This portion of the meeting is reserved for any person who would like to address the Council on any item that is not on the agenda. Please be advised that State law does not allow the City Council to discuss or take any action on any issue not on the agenda. The City Council may direct staff to follow up on such item(s). Speakers are limited to three (3) minutes. If there is any person wishing to address the City Council at this time please approach the podium and state your name and nature of the request.

None.

4. NEW EMPLOYEES AND PROMOTIONS

4.1. Introduction and Oath of Office Yoshimi Toyota, Engineer/Paramedic

Chief Webster introduced Yoshimi Toyota, who was promoted to Engineer/Paramedic for the Fire Department. Engineer/Paramedic Toyota was hired by the City in 2012 as a firefighter.

Mayor Launer administered the Oath of Office and Engineer/Paramedic Toyota was pinned by his wife.

Toyota thanked the council and the department for their support and encouragement.

4.2. Introduction and Oath of Office Trevor Deniz, Firefighter/Paramedic

Chief Webster introduced Trevor Deniz, who was hired as a Firefighter/Paramedic for the Fire Department. Deniz brings several years of experience to the department and has previously been a member of various local agencies.

Mayor Launer administered the Oath of Office to Firefighter/Paramedic Deniz and he was pinned by his fiancé.

Deniz thanked the council for the opportunity to serve the community.

4.3. Introduction and Oath of Office Gerardo Santana, Firefighter/Paramedic

Chief Webster introduced Gerardo Santana, who was promoted to Firefighter/Paramedic for the Fire Department. Firefighter/Paramedic Santana was previously a single-role paramedic for the department. Santana attended the paramedic program at UCLA and brings many years of experience to the department.

Mayor Launer administered the Oath of Office to Firefighter/Paramedic Santana and he was pinned by his girlfriend.

Santana thanked the council and the department for their support; and for the opportunity to serve the community.

4.4. Introduction and Oath of Office Emmanuel Garza, Firefighter/EMT-B

Chief Webster introduced Emmanuel Garza, who was promoted to Firefighter/EMT-B from Paid Call Firefighter. Firefighter/EMT-B Garza previously attended the College of the Sequoia Fire Academy.

Mayor Launer administered the Oath of Office to Firefighter/EMT-B Garza and he was pinned by his son.

Garza thanked the council for the opportunity to serve the community.

The Council congratulated the employees and shared words of encouragement and gratitude for their sacrifice in serving the community.

5. CONSENT CALENDAR

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the audience or a Council Member may request an item be removed from the Consent Calendar and it will be considered separately.

5.1. SUBJECT

Approval of City Council Meeting Minutes (MA)

RECOMMENDATION

Council to review and approve City Council meeting minutes of April 26, 2022 as presented.

5.2. SUBJECT

Approval of Agreement Between the City of Dinuba and the Dinuba Unified School District for the School Resource Officer for FY 2022-23 (DP)

RECOMMENDATION

Council to approve the School Resource Officer (SRO) Agreement with the Dinuba Unified School District for the 2022-23 school year and authorize the City Manager or designee to execute the agreement.

5.3. SUBJECT

Approve First Amendment to the Tulare County Probation Department Non-Custody Intake Program Agreement for FY 2022-23 (DP)

RECOMMENDATION

Council approve the First Amendment with the Tulare County Probation Department for the Non-Custody Intake Program for fiscal year 2022-23 and authorize the Chief of Police or designee to execute the agreement.

5.4. SUBJECT

Resolution No. 2022-26 Authorizing Submittal of a Regional Surface Transportation Exchange Program Claim for FY 21-22 (IH)

RECOMMENDATION

Council adopt Resolution No. 2022-26 authorizing the Public Works Director to submit a claim to the Tulare County Association of Governments (TCAG) to exchange the City's Fiscal Year 2021-2022 Regional Surface Transportation Program (RSTP) funds for State Highway Account Funds in the estimated amount of $306,461.

5.5. SUBJECT

Initiation of Proceedings and Intent for the Annual Levy of Landscape and Lighting Districts Annual Assessments for Fiscal Year 2022/23 (KS)

RECOMMENDATION

City take the following action by one motion:

1. Adopt Resolution No. 2022-23 initiating proceedings for annual levy and collection of assessments and ordering the preparation of the Annual Report for Landscaping and Lighting Assessment Districts for Fiscal Year 2022/23; and

2. Adopt Resolution No. 2022-24 preliminarily approving the Annual Report for the City's Landscaping and Lighting Assessment Districts for Fiscal Year 2022/23; and

3. Adopt Resolution No. 2022-25 declaring intention to levy and collect assessments within the City's Landscaping and Lighting Assessment Districts for Fiscal Year 2022/23 and setting the time and the place for the public hearing on the levy of the proposed assessments.

5.6. SUBJECT

Adoption of Resolution No. 2022-29, Resolution No. 2022-30 and Resolution No. 2022-31 related to the November 8, 2022 General Municipal Elections (MA)

RECOMMENDATION

Council to take the following action by one motion:

1. Adopt Resolution No. 2022-29 requesting and consenting to Election and setting forth the specifications of the election order; and,
2. Adopt Resolution No. 2022-30 requesting the County Board of Supervisors consent to permitting the Registrar of Voters to render specified services to the City of Dinuba; and,
3. Adopt Resolution No. 2022-31 determining candidate statement guidelines.

A motion was made by Council Member Longoria, second by Council Member Nerio-Guerrero, to review and approve the Consent Calendar as presented.

Ayes: Launer, Longoria, Nerio-Guerrero, Reynosa, Thusu

6. WARRANT REGISTER

6.1. SUBJECT

Warrant Register April 29 & May 6, 2022 (KS)

RECOMMENDATION

Council to review and approve the Warrant Register as presented.

A motion was made by Council Member Nerio-Guerrero, second by Vice Mayor Reynosa, to review and approve the Warrant Register as presented.

Ayes: Launer, Longoria, Nerio-Guerrero, Reynosa, Thusu

7. PUBLIC HEARING

7.1. SUBJECT

Resolution No. 2022-27, Resolution No. 2022-28, Approving Updated Guidelines for Housing Rehabilitation Program, Increasing Sewer Lateral Program Budget, and Closing out 20-CDBG-CV1-00014 (IH)

RECOMMENDATION

Council hold a public hearing, take public comment and by one motion take the following actions:

1. Adopt Resolution Number 2022-27, approving the proposed changes to the City of Dinuba's Housing Rehabilitation Program guidelines;

2. Adopt Resolution Number 2022-28, approving a budget increase up to a maximum of $500,000 for the City's sewer lateral program;

3. Receive information and accept the close-out report for the 20-CDBG-CV1-00014, Business Assistance grant.

Business Manager George Avila presented information regarding the proposed changes in the language of the guidelines to allow landowners and investors who wish to make improvements to rental units occupied by income-eligible tenants. Business Manager Avila stated that income guidelines are established by the state.

Avila presented a final CDBG report for business pandemic funds available to local businesses that qualified for funds during the COVID pandemic.

Mayor Launer questioned the rent limitation agreement for the rehabilitation program. Avila stated that the limitations are based on the income index for our area that is provided by the state.

Mayor Launer opened the public hearing.

No public comments were made.

Mayor Launer closed the public hearing.

A motion was made by Council Member Nerio-Guerrero, second by Council Member Longoria, to hold a public hearing, take public comment and by one motion take the following actions: to adopt Resolution Number 2022-27, approving the proposed changes to the City of Dinuba's Housing Rehabilitation Program guidelines: to adopt Resolution Number 2022-28, approving a budget increase up to a maximum of $500,000 for the City's sewer lateral program; to receive information and accept the close-out report for the 20-CDBG-CV1-00014, Business Assistance grant.

Ayes: Launer, Longoria, Nerio-Guerrero, Reynosa, Thusu

8. DEPARTMENT REPORTS

8.1. SUBJECT

Tulare County Regional Transit Agency Update (IH)

RECOMMENDATION

Council receive update from Richard Tree regarding changes to the Tulare County Regional Transit Agency.

Director Hernandez introduced Richard Tree, TCRTA Executive Director to present an update on the transit program. Albert Baragan, Transit Manager was also present to answer any questions.

Executive Director Tree updated the council on operations and discussed proposed changes to the transit services for the coming fiscal year. The changes will focus on simplifying fares, a new ticketing system, route improvements, and the introduction of micro transit. Tree shared that outreach includes virtual community meetings and online surveys; all proposed changes are available on the TCRTA website.

Executive Director Tree shared that the board approved mobile ticketing and mobile payment options although riders still have the ability to pay with cash if necessary. Tree reported on the new micro transit service that utilizes the Uber application at a cost of $5 and the hours of service are 6 am-10 pm, Monday-Saturday. Tree shared that currently, the micro transit service will be available in July 2022 in Tulare County.

Executive Director Tree also reported that TCRTA is working with SoCal Edison and PG&E to install charging stations that will be available to the fleet and the community.

8.2. SUBJECT

Fiscal Year 2021/22 Third Quarter Financial Report (KS)

RECOMMENDATION

Council to accept the financial report for the third quarter ending March 31, 2022 for the 2021-2022 fiscal year.

Director Solis presented the fiscal year 2021/22 third-quarter financials. Solis summarized the revenues and expenditures through March 31, 2022. All funds are expected to be on target for the year-end.

Council Member Reynosa requested to see a separation of funds for the golf course and restaurant budget. Director Solis will be working with the new General Manager on this request.

9. MAYOR/COUNCIL REPORTS

Council Member Reynosa reported that she helped at the Cinco de Mayo celebration. Reynosa thanked Police, Parks, and Public Works staff for their hard work. Reynosa expressed her appreciation of Officer Jobe's hard work during the celebration; Jobe was a part of this year's Leadership Northern Tulare County class. Reynosa suggested the

use of a water truck for dust control and to water trees and plants when there are issues with water lines in the downtown planters.

Council Member Thusu thanked city staff for their hard work during the Cinco de Mayo celebration. Thusu reported attending the Revenue and Taxation meeting and various other meetings. Thusu thanked the staff for their hard work on budget and everyday operations.

Council Member Nerio-Guerrero reported attending various meetings. Nerio-Guerrero attended the Cinco de Mayo Pageant and presented the outgoing queen with a recognition certificate. Nerio-Guerrero also reported attending the Cinco de Mayo celebration.

Council Member Longoria reported attending the Memorial Wall celebration.

Mayor Launer reported that she was asked by the Veterans Committee for a proclamation for the Memorial Day celebration. Launer reported receiving positive feedback on the city's monthly newsletter.

10. CITY MANAGER COMMUNICATIONS

City Manager Patlan reported that the budget workshop is scheduled for May 24th for the fiscal year 2022/2023. Patlan reported that city staff attended the TCAG Localmotion Awards ceremony. During the ceremony, city staff was presented with three awards. Patlan thanked the Public Works staff for their hard work.

City Manager Patlan was pleased to announce that the new golf course General Manager has extensive experience. Patlan plans to have monthly meetings to address concerns with operations. Patlan shared that the new General Manager will be introduced at the next council meeting.

11. CITY STAFF COMMUNICATIONS

Assistant City Manager James advised that the GAC meeting is tomorrow for anyone who would like to attend.

Director Solis advised that the Human Resources Technician I recruitment closes this Friday.

Fire Chief Webster reported that the four staff members presented today filled the last four vacancies at the Fire Department and the department is now fully staffed. Webster thanked Human Resources Manager Alaniz for all her help with the recruitments. Webster reported a few grass fires within the city, luckily all have been in empty fields. Webster reported that weed abatement is in progress.

Lieutenant Iriarte reported that Cinco de Mayo went well with the exception of an incident on Sunday. Iriarte reported the promotion of Jose Aguayo to Sergeant. Iriarte thanked Human Resources Manager Alaniz for her help during the Sergeant recruitment process. Iriarte reported the drug take back was a success with over 45 pounds of prescription drugs taken back. Iriarte reassured the council that there is a process in place during a missing child report and that all available resources would be utilized.

Director Hernandez reported all construction projects are going well. Hernandez expressed his gratitude to TCRTA Manager Tree for all his help and willingness to work with city staff. Hernandez reported that there is a current vacancy for a Full-Time Code Enforcement Officer that will assist Code Enforcement Officer Molina with various tasks throughout the city.

Director Hurtado thanked the council for their feedback on the Cinco de Mayo celebration. Hurtado reported that the baseball and softball programs are going well. Hurtado reported that the Aquatics program, Friday Night Lights, and the Fourth of July celebration are moving forward.

City Attorney Yanez reported that the Urgency Parks Ordinance is scheduled for the next council meeting. Yanez advised that an update will be presented on May 24th for the Noise Ordinance which will include a public hearing.

12. ADJOURNMENT

Mayor Launer adjourned the meeting at 8:38 p.m.

City Council Staff Report

Department: FIRE SERVICES

May 10, 2022

To: Mayor and City Council

From: Jordan Webster, Fire Chief

By: Maria Alaniz, Interim City Clerk/Human Resources Manager

Subject: Introduction and Oath of Office Yoshimi Toyota, Engineer/Paramedic

RECOMMENDATION

EXECUTIVE SUMMARY

OUTSTANDING ISSUES

DISCUSSION

FISCAL IMPACT

PUBLIC HEARING

City Council Staff Report

Department: FIRE SERVICES | May 10, 2022

To: Mayor and City Council

From: Jordan Webster, Fire Chief

By: Maria Alaniz, Interim City Clerk/Human Resources Manager

Subject: Introduction and Oath of Office Trevor Deniz, Firefighter/Paramedic

RECOMMENDATION

EXECUTIVE SUMMARY

OUTSTANDING ISSUES

DISCUSSION

FISCAL IMPACT

PUBLIC HEARING

City Council Staff Report

Department: FIRE SERVICES | May 10, 2022

To: Mayor and City Council

From: Jordan Webster, Fire Chief

By: Maria Alaniz, Interim City Clerk/Human Resources Manager

Subject: Introduction and Oath of Office Gerardo Santana, Firefighter/Paramedic

RECOMMENDATION

EXECUTIVE SUMMARY

OUTSTANDING ISSUES

DISCUSSION

FISCAL IMPACT

PUBLIC HEARING

City Council Staff Report

Department: FIRE SERVICES | May 10, 2022

To: Mayor and City Council

From: Jordan Webster, Fire Chief

By: Maria Alaniz, Interim City Clerk/Human Resources Manager

Subject: Introduction and Oath of Office Emmanuel Garza, Firefighter/EMT-B

RECOMMENDATION

EXECUTIVE SUMMARY

OUTSTANDING ISSUES

DISCUSSION

FISCAL IMPACT

PUBLIC HEARING

City Council Staff Report

Department: CITY CLERK | May 10, 2022

To: Mayor and City Council

From: Maria Alaniz, Interim City Clerk/Human Resources Manager

Subject: Approval of City Council Meeting Minutes (MA)

RECOMMENDATION

Council to review and approve City Council meeting minutes of April 26, 2022 as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

Description

City Council Meeting Minutes, April 26, 2022

April 26, 2022
MINUTES

COUNCIL MEMBERS PRESENT:

Nerio-Guerrero, Longoria, Launer - via zoom, Thusu, Reynosa arrived at 6:35 p.m.

COUNCIL MEMBERS ABSENT:

None.

STAFF MEMBERS PRESENT:

Alaniz, Hernandez, Iriarte, James, Montejano, Solis, Webster, Yanez - via zoom.

1. OPENING CEREMONIES

1.1. Welcome and Call to Order

Mayor Launer called the meeting to order at 6:30 p.m.

1.2. Invocation

The invocation was let by Chaplain Susee.

1.3. Pledge of Allegiance

The pledge of allegiance was led by Assistant City Manager James.

2. AGENDA CHANGES OR DELETIONS

To better accommodate members of the public or convenience in the order of presentation, items on the agenda may not be presented or acted upon in the order listed. Additions to Agenda may be added only pursuant to California Government Code section 54954.2(b).

None.

3. REQUEST TO ADDRESS COUNCIL

This portion of the meeting is reserved for any person who would like to address the Council on any item that is not on the agenda. Please be advised that State law does not allow the City Council to discuss or take any action on any issue not on the agenda. The City Council may direct staff to follow up on such item(s). Speakers are limited to three (3) minutes. If there is any person wishing to address the City Council at this time please approach the podium and state your name and nature of the request.

None.

4. CONSENT CALENDAR

Matters listed under the Consent Calendar are considered routine and will be enacted

by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the audience or a Council Member may request an item be removed from the Consent Calendar and it will be considered separately.

4.1. SUBJECT

Authorization to Execute Subrecipient Agreement with Self Help Enterprises for Administration of Housing Programs (IH)

RECOMMENDATION

Council approve a five-year Subrecipient Agreement with Self Help Enterprises for the grant writing, administration, and implementation of the City's housing programs, and authorize the City Manager or designee to execute the agreement and any related documents.

4.2. SUBJECT

Proclamation No. 2022-01 Provider Appreciation Day, May 6, 2022 (MA)

RECOMMENDATION

Council to approve a proclamation recognizing Provider Appreciation Day, May 6, 2022.

4.3. SUBJECT

Approval of City Council Meeting Minutes (MA)

RECOMMENDATION

Council to review and approve City Council meeting minutes of April 12, 2022 as presented.

4.4. SUBJECT

Tulare County Multi-Jurisdictional Local Hazard Mitigation Plan Update and the Climate Adaptation Resiliency Plan Authorization and Letter of Intent to Participate (JW)

RECOMMENDATION

Council authorize participation in the Tulare County Multi-Jurisdictional Local Hazard Mitigation Plan (MJ-LHMP) Update and the Climate Adaptation and Resiliency Plan (CARP) and authorize the City Manager or designee to execute the letter of intent to participate.

A motion was made by Council Member Longoria, second by Council Member Nerio-Guerrero, to review and approve the Consent Calendar as presented.

Ayes: Launer, Longoria, Nerio-Guerrero, Reynosa, Thusu

5. WARRANT REGISTER

5.1. SUBJECT

Warrant Register April 8, 15 & 22, 2022 (KS)

RECOMMENDATION

Council to review and approve the Warrant Register as presented.

A motion was made by Council Member Thusu, second by Council Member Longoria, to review and approve the Warrant Register as presented.

Ayes: Launer, Longoria, Nerio-Guerrero, Reynosa, Thusu

6. PUBLIC HEARING

6.1. SUBJECT

Resolution No. 2022-22 Annual Review and Adjustment to Fees, Charges and Fines (KS)

RECOMMENDATION

Council conduct a public hearing, receive public comment, close public hearing and adopt Resolution No. 2022-22 implementing the recommended fees and fines effective July 1, 2022.

Director Solis presented information regarding proposed fees and adjustments for the upcoming fiscal year.

Council Member Thusu asked about ambulance fees and whether ARPA funds can be applied in lieu of increasing fees. Solis advised that ambulance fees have not been increased in the last 10 years. Thusu recommended a gradual increase rather than one large increase.

Council Member Reynosa asked about vehicle release fees. Director Solis expressed that the majority of these fees are increased by the CPI but that council has the option not to increase the fees.

Director Solis reported on an ongoing user fee study that should be completed in January 2023. Once the study is completed, the fees may be revised.

Mayor Launer asked about permits for excessive use of water when refilling residential pools. Launer asked if staff would consider implementing a fee or permit fee for excess water use.

Launer questioned the administrative fee for backflow hydraulic testing fee. Director Hernandez advised that there is a great amount of staff work put forth in processing the hydraulic test. Hernandez stated that the yearly fee does not apply to those who comply. Hernandez mentioned that there is an ongoing study of excessive water use standards. In addition, Code Enforcement will be adjusting its schedule to monitor excessive water use on the weekends.

Council Member Reynosa asked when the excessive water use study would be completed. Director Hernandez will follow up and advise by the end of the week.

Mayor Launer opened Public Hearing.

No public comments from the public was brought forward.

Mayor Launer closed the Public Hearing.

A motion was made by Council Member Longoria, second by Council Member Nerio-Guerrero, to conduct a public hearing, receive public comment, close public hearing and adopt Resolution No. 2022-22 implementing the recommended fees and fines effective July 1, 2022.

Ayes: Launer, Longoria, Nerio-Guerrero, Reynosa, Thusu

7. DEPARTMENT REPORTS

7.1. SUBJECT

Presentation of Draft Military Equipment Use Policy for the Dinuba Police Department (DY)

RECOMMENDATION

Council to take the following action by one motion:

1. Review the draft Military Equipment Use Policy for the Dinuba Police Department (DPD); and,

2. Authorize staff to post the draft Military Equipment Use Policy on the Dinuba Police Department web page on or before May 14, 2022; and,

3. Schedule a public hearing for June 14, 2022 to adopt Ordinance No. 2022-05 approving the Military Equipment Use Policy.

Lieutenant Iriarte presented on the Assembly Bill AB 481 governing the use of military equipment transparency within the city. Iriarte reported on police equipment that is considered military equipment that now must be approved for use. Iriarte expressed the importance of approving this policy to support transparency within the department.

Council Member Thusu asked about training on the use of military equipment and about an Equipment Use Policy.

City Attorney Yanez reported that state law provides the minimum requirements for the policy. Yanez stated AB 481 requires yearly review, and at that time the policy can be modified if necessary.

Council Member Thusu asked about liability coverage. City Attorney Yanez advised there are overlapped processes of policies in place that will cover liability protection.

Lieutenant Iriarte advised the department is actively trained on the listed equipment and each item is covered by an existing policy. Iriarte advised that an Armory budget is in place to maintain proper armory inventory and replacement if necessary.

Mayor Launer asked for clarity about the equipment's expected lifespan and disposal. Iriarte advised that all equipment is maintained after each use by a certified person. Launer suggested that the policy include wording for clarification,

regarding the lifespan of each piece of equipment.

A motion was made by Vice Mayor Reynosa, second by Council Member Longoria, to approve by one motion: to review the draft Military Equipment Use Policy for the Dinuba Police Department (DPD); and, to authorize staff to post the draft Military Equipment Use Policy on the Dinuba Police Department web page on or before May 14, 2022; and, to schedule a public hearing for June 14, 2022, to adopt Ordinance No. 2022-05 approving the Military Equipment Use Policy.

Ayes: Launer, Longoria, Nerio-Guerrero, Reynosa, Thusu

8. MAYOR/COUNCIL REPORTS

Council Member Nerio-Guerrero reported attending the softball opening ceremonies.

Council Member Longoria reported receiving a call from Romelia Castillo inviting staff to the Veterans Memorial Ceremony this Saturday at the Dinuba Memorial Hall.

Vice Mayor Reynosa attended the TCAG Town Hall, San Joaquin regional meeting, and Alta Society District Auction Dinner. Reynosa asked about the Fireworks lottery and she requested that all nonprofits be entered into the lottery including Pro-Youth. In addition, Reynosa asked that all nonprofits be verified.

Chief Webster reported that the Battalion Chief Bear has extensive experience in fireworks policy and his department is in the process of reviewing the current policy and process. Webster hopes to learn from this year's process and will make the necessary modifications as needed. Webster hopes to be actively involved in the fireworks lottery process as well as the fireworks citation process. Webster will keep the council updated.

Mayor Launer provided a brief explanation of the previous Pro-Youth agreement and process. Launer asked that the Walmart location be included in the lottery for a fair process.

Council Member Thusu congratulated City Attorney Yanez on the arrival of his new baby. Thusu reported attending the TCAG meeting. Thusu reported that there is a new transportation contract and will provide further information as it becomes available. Thusu reported on the South San Joaquin League of California meeting. Thusu shared that he will be attending the Revenue and Taxation meeting where the City Managers' committee will bring forth direction and recommendations on sales tax.

Mayor Launer attended the TCAG Townhall meeting in Coalinga and various scheduled meetings.

9. CITY MANAGER COMMUNICATIONS

Assistant City Manager James reported that Gilbert Tapia will begin employment next week at the Golf Course. James Congratulated City Attorney Yanez on his new baby.

10. CITY STAFF COMMUNICATIONS

Interim City Clerk Alaniz asked Mayor Launer who she authorized to sign Council documents in her physical absence. Launer authorized Vice Mayor Reynosa to sign the

documents.

Fire Chief Webster reported that three Fire department recruits are close to completing their training and will soon be assigned to a regular shift. Webster reported all is going well in the department.

Lieutenant Iriarte reported that the Prescription Drug Take back is this Saturday. Iriarte advised that the department is preparing for the upcoming May 5th celebration. Iriarte shared that he will be attending the Tulare County Peace Officer's Memorial Ceremony and the department will be participating in the Tulare County Survivors Quilt Ceremony. Iriarte reported that the department will be attending the Veterans Memorial ceremony this Saturday.

11. ADJOURNMENT

Mayor Launer adjourned the meeting at 7:42 p.m.

City Council Staff Report

Department: POLICE SERVICES | May 10, 2022

To: Mayor and City Council

From: Devon Popovich, Chief of Police

By: Luz Torres, Administrative Assistant

Subject: Approval of Agreement Between the City of Dinuba and the Dinuba Unified School District for the School Resource Officer for FY 2022-23 (DP)

RECOMMENDATION

Council to approve the School Resource Officer (SRO) Agreement with the Dinuba Unified School District for the 2022-23 school year and authorize the City Manager or designee to execute the agreement.

EXECUTIVE SUMMARY

The City of Dinuba has provided the Dinuba Unified School District with on-campus school resource officers since 1999. The City provides two (2) School Resource Officers (SRO) with the District agreeing to pay for fifty percent of the officers costs. One officer is assigned to the Dinuba High School campus on a shared basis with the Sierra Vista campus, and one officer is assigned to the Washington Intermediate School campus on a shared basis with JFK academy. The SRO program provides for police presence on campus and police services in the areas of crime prevention intervention/enforcement, teaching and counseling.

OUTSTANDING ISSUES

None.

DISCUSSION

The School Resource Officer (SRO) partnership with the school district has improved the on-campus environment for safety, attendance, and grades of students. The school district is supportive in continuing this agreement with the City. Minor adjustments have been made in the financial sections of the agreement to reflect the increase in salary and benefits of the officers.

The agreement specifies that the City and the District agree to share in the costs, salary, benefits, vehicle maintenance, training, and estimated overtime for the two (2) with each entity paying 50% of these expenditures. The cost for the 2022-23 school year will be $179,502 per assigned officer for the one-year period of this agreement totaling $359,004. The school district agrees to reimburse the City for their portion of the costs for the amount of $179,502, which will be billed on a quarterly basis over the 2022-23 school year.

A copy of the School Resource Officer agreement is enclosed herein as Attachment 'A'.

FISCAL IMPACT

The annual cost of the SRO program is $359,004 for two (2) officers assigned to the school district. The total cost of the program is split 50/50 between the City of Dinuba and the Dinuba Unified School District. The school district agrees to reimburse the City, billed on a quarterly basis over the 2022-23 school year for a total of $179,502.

PUBLIC HEARING

None.

ATTACHMENTS:

Description

Attachment A - SRO Agreement FY 2022/23

ATTACHMENT 'A'

Campus Based Peace Officer (CBPO)
City/School Agreement

This agreement is entered into, and recognized as a vital working partnership agreement (based on the City/School JPA), between the City of Dinuba referred to as the CITY, and the Dinuba Unified School District, referred to as the DISTRICT.

The City and District desire to place one School Resource Officer (SRO) on the campus of the Dinuba High School and one School Resource Officer on the campus of the Washington Intermediate School and Sierra Vista School. This represents a total of two SROs assigned to the District for the purpose of providing police presence and police services in the areas of prevention, intervention/enforcement, training and counseling.

It is the intent of the City and District that the establishment of the SRO partnership will improve the safety, behavior, attendance and grades of the students on the campuses as measured by a decrease in suspensions, student expulsions, illegal offenses and juvenile crime. It is also the intent of both parties that the presence of the SROs on the campuses will help troubled students avoid involvement with the juvenile justice system.

Both parties acknowledge and agree that the SROs do not relinquish any of their constitutional powers or necessary discretion to enforce the law when there exists reasonable suspicion and/or probable cause to do so. The parties further acknowledge and agree that the public maintains their rights to hold the SROs accountable pursuant to Penal Code section 832.5 and any other applicable laws.

The City and District are willing to enter into this agreement upon the terms and conditions set forth:

1. The City shall provide to the District:
    a. Two SROs, one assigned to the campus of Dinuba High School on a shared basis with Sierra Vista campus and one assigned to the Washington Intermediate School campus.
    b. All SROs will be scheduled to be at the schools of their respective assignment during the hours and times recommended by the schools' principal and mutually agreed upon by the City and District. Generally, this will be between 7:30 AM and 4:30 PM Monday through Friday with consideration given for flexible scheduling on days with school events such as games and dances.
    c. Generally speaking, the SROs will be available for a 40-hour workweek beginning the 2nd week of August through the 4th week of June. Vacations and time off will track as practical with the District's vacation and time off schedules.
    d. All SROs are Peace Officers under the Penal Code and are employed by the Dinuba Police Department answerable directly and solely to the Chief of Police or the Chief's designee. Nothing in this agreement supersedes or negates any of SROs' rights under the Public Safety Officers Procedural Bill of Rights Act (Government Code §§ 3300 et seq).

2. The District shall provide to support this program the following:
    a. The Principal of each site shall designate a site administrator as the liaison and District operational coordinator to the SRO and will provide a system of accountability by which the SRO can follow which is conducive to the normal operations of the District and City.
    b. Each school site shall provide adequate office space on-site; along with a desk, telephone, school site radio, and office supplies.
    c. Provide up to $2000 annually for training for POST certified and assignment related classes to further develop the skills and abilities of the SROs. Such training and classes will support a planned developmental program mutually developed by the District and City.
    d. Designated parking spots will be available at each site for the SRO official vehicle.
3. School Resource Officers shall provide the following to the campus of their respective assignments:
    a. The SRO attire will be the police service uniform with modifications authorized to include a police standard polo shirt and jacket.
    b. Each SRO will be assigned a patrol vehicle appropriately marked and identified as a police vehicle as a part of this program.
    c. SRO will work on their assigned campus as their primary workstation throughout the school year in a collaborative manner with the site administrators and staff, maintaining the highest level of visibility possible. It will be the intent of this agreement, for the SROs <u>not</u> to be called away from

their assigned school work site for any form of routine police business. SROs may be called to leave their work site only for incidents of catastrophic scale jeopardizing citywide security after proper notification to the site administrator.

d. SROs will develop and maintain open communications and accountability with the administration of their assigned campus and foster and maintain that accountability with the management of the school so the District is always aware of the SROs' status on and off campus.

e. SROs will make a positive effort to interact with students as a representative of the Dinuba Police Department and as an adult role model outside the classroom, on the school grounds or during any school activity.

f. SROs will utilize intervention, prevention, teaching, counseling, and enforcement skills with all the students with special attention to those involved in criminal activity.

g. SRO Roles and Responsibilities: SROs will work with the District and campus staff to provide a safe learning environment, provide valuable resources to school staff members, foster positive relationships with the youth, and develop strategies to resolve problems affecting youth and protect all students, so that they can reach their fullest potentials. To accomplish this, SROs serve three main roles: educator (i.e. guest lecturer), informal counselor/mentor, and law enforcement officer.

h. SROs will conduct investigations of criminal/juvenile related cases where either the victim, witness or suspect attends the school whether the case is on

site or assigned as a follow-up investigation. When applicable, the SROs will work with the Tulare County Probation Department's juvenile diversion program, also known as "T-Bolt" regarding out-of-custody referrals to the juvenile justice system.

i. SROs shall make every effort to see that school employees understand the instructional, intervention, or enforcement role of the SRO and how to best utilize the services provided by the Police Department.

j. Student Discipline: District staff shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled at their campus and to enforce the Education Code. The SROs agree to work with school staff regarding student discipline matters upon request by District staff.

k. **Student Records**. The parties agree that the SRO shall be allowed access to necessary student records for which the SRO has a "legitimate educational interest." The SRO shall not provide student records to anyone else without first consulting with a District administrator. The SRO shall not inspect or copy confidential student records outside the scope of the SRO's service, including any record related to a student's place of birth or immigration status, except as allowed by law. The District remains in direct control of the use, maintenance and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law.

l. SRO's will work in a coordinating role with District staff to plan and implement monthly meetings to strategically plan and target assistance on

issues regarding critical information involving criminal activity related to the schools. These meetings shall involve appropriate City and District staff, representatives of the District Attorney's Office, Tulare County Sheriff's Department, Tulare County Gang Task Force, Probation, and other agencies as needed.

m. SRO's will attend school expulsion hearings and other administrative meetings as requested by assigned school or district administration.

4. **Feedback and Evaluation**. Both Parties will work together to develop and implement procedures to provide periodic feedback and evaluation data for the purpose of measuring crime trends at District schools, the development of positive working relationships with students, school staff and parents/guardians, and the SRO's effectiveness.

5. Financial Agreement:

   a. Fiscal Breakdown in Partnership Agreement.

      1. The District and the City hereby agree to share in the costs, salary, benefits, vehicle maintenance, training, and estimated overtime, of the two SRO's (All at the same pay level of a Police Officer) by each paying 50% of these expenditures. Each party shall pay an estimated $179,502 for the annual period of this agreement (See attachment A).
      2. The City of Dinuba will bill the District at the end of each quarter for one-fourth of $179,502. The District shall pay that invoice within 30 days to the City of Dinuba. (Prorated for the first year of implementation.)

6. Indemnity:

    a. The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgements, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the City or the gross or willful misconduct of the assigned officer.

    The City shall indemnify, defend, and hold harmless the District, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgements, and expenses of litigation (including without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City or the gross or willful misconduct of the assigned officer during the performance of work hereunder.

    b. If the District rejects a tender of defense by the City and/or the assigned officer under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may

be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District.

c. The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or the assigned officer and the absence of the assigned officer and/or the patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

INTEGRATION OF PRIOR TERMS AND CONDITIONS

d. This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent.

7. Miscellaneous items:

    a. This agreement shall commence on August 08, 2022 and continue in full force through June 30, 2023, and must be renewed annually.

    b. One SRO will be assigned to provide coverage during the summer school session at Dinuba High School as mutually agreed upon by the City and District. Generally, this will be between 7:00 AM and 2:30 PM Monday through Friday.

    c. This agreement may be terminated at any time by either party upon 120 days prior written notice to the other party.

_____	_____
City Manager	Date
_____	_____
Superintendent	Date

ATTACHMENT A

City of Dinuba
School Resource Officers
FY 2022/2023

Annual Salary	**$101,149**
PERS	**$ 36,449**
Medicare	**$ 1,432**
Life Insurance/LTD	**$ 2,271**
Health, Vision, Dental	**$ 22,000**
Unemployment	**$ 346**
Worker's Comp.	**$ 7,020**
Clothing Allowance	**$ 1,070**
Group Insurance (Liability and Risk Management)	**$ 5,215**
Overtime	**$ 2,550**
Total	**$179,502**

City Council Staff Report

Department: POLICE SERVICES | May 10, 2022

To: Mayor and City Council

From: Devon Popovich, Chief of Police

By: Luz Torres, Administrative Assistant

Subject: Approve First Amendment to the Tulare County Probation Department Non-Custody Intake Program Agreement for FY 2022-23 (DP)

RECOMMENDATION

Council approve the First Amendment with the Tulare County Probation Department for the Non-Custody Intake Program for fiscal year 2022-23 and authorize the Chief of Police or designee to execute the agreement.

EXECUTIVE SUMMARY

The Dinuba Police Department and the Tulare County Probation Department initiated a partnership and mutual agreement for the Thunderbolt Program in July of 1998. Since 2001, the agreement has provided for two days per week service by a probation officer. The program has since changed its name to the Non-Custody Intake Program.

OUTSTANDING ISSUES

None.

DISCUSSION

The Non-Custody Intake Program is a worthwhile alternative for the youth of our community, which provides informal probation for first-time offenders instead of charging them with a formal criminal record. The estimated cost of the program for fiscal year 2022-23 is $19,268. The Police Department's fiscal year 2022-23 budget reflects a yearly allocation of $19,268 to assist in the costs associated with the officer's salary, benefits and transportation for this program.

The First Amendment for the FY 2022-23 program is enclosed herein as Attachment 'A'. The estimated breakdown of costs is enclosed herein as Attachment 'B', and the executed agreement #30233 that was entered into in 2021 is enclosed as Attachment 'C'.

FISCAL IMPACT

The estimated program for the FY 2022-23 budget will be $19,268. There are sufficient funds in the budget to cover this program.

PUBLIC HEARING

None.

ATTACHMENTS:

Description

Attachment A - First Amendment for FY 2022-23 Non-Custody Intake Program

Attachment B - Non- Custody Intake Program Cost Breakdown for FY 2022-23

Attachment C - Executed Agreement #30233 Non-Custody Intake Program Agreement

COUNTY OF TULARE
SERVICES AGREEMENT AMENDMENT FORM
REVISION APPROVED 01/01/2018

FIRST AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 30233

THIS FIRST AMENDMENT ("Amendment") to Tulare County Agreement Number 30233 (the "Agreement") is entered into by and between the **COUNTY OF TULARE** ("COUNTY") and **CITY OF DINUBA** ("CITY") as of _____, with reference to the following:

A. The COUNTY and CITY entered into the Agreement on **June 22, 2021**, to obtain services of a probation officer employed by the COUNTY for its Non-Custody Intake Program; and

B. COUNTY and CITY now wish to amend the Agreement to extend the term one additional year.

ACCORDINGLY, COUNTY and CITY agree as follows:

1. **Section 1** of the Agreement, entitled "TERM", is hereby revised to read as follows:

   TERM: This Agreement shall become effective as of **July 1, 2022,** and shall expire at 11:59 PM on **June 30, 2023,** unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.

2. This First Amendment becomes effective as of **July 1, 2022**.

3. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

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FIRST AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 30233

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CITY OF DINUBA

Date_____ By_____

Print Name _____

Title_____

Date_____ By_____

Print Name _____

Title_____

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date_____ By_____

Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By_____

Deputy Clerk

Tulare County Probation Department

Non-Custody Intake Program- Dinuba PD

Cost Estimate for Fiscal Year 2022/2023
One (1) Probation Officer II @ Range 877; Step 1

Description		Program Costs	50%
Salaries & Benefits			
	Regular Salary	$58,644.00	
	Other Pay	1,604.00	
	Benefits	6,446.00	
	Retirement	11,041.00	
	Social Security	4,690.00	
	POB	6,778.00	
	Unemployment Insurance	805.00	
	Workers Comp.	4,717.00	
Salary and Benefits Total		$94,725.00	$47,362.50
	Communication Cost	617.00	
	Transportation Cost	1,000.00	
Communication & Transportation Total		$1,617.00	808.50
Total Estimated Cost per Officer		**96,342.00**	**$48,171.00**
Agency Cost	**One-half Day Per Week**	**$4,817.00**	
	3/4 Day Per Week	**$7,227.00**	
	One Day Per Week	**$9,634.00**	
	1 1/4 Day Per Week	**$12,043.00**	
	Two Days Per Week	**$19,268.00**	
	Three Days Per Week	**$28,903.00**	
	Four Days Per Week	**$38,537.00**	

COUNTY OF TULARE
SERVICES AGREEMENT FORM
REVISION APPROVED AS OF 01/01/2021

TULARE COUNTY AGREEMENT NO. 30233

COUNTY OF TULARE
SERVICES AGREEMENT
CITY OF DINUBA

THIS AGREEMENT ("Agreement") is entered into as of June 22, 2021, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **CITY OF DINUBA** ("CITY"). COUNTY and CITY are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

A. The CITY desires to benefit from the services of Probation Officer(s) employed by the COUNTY for its Non-custody Intake Program;

B. The parties are willing to enter into this Agreement upon the terms and conditions set forth.

C. Both parties intend for this agreement to replace and supersede all existing contracts for the provision of Probation Officer services for the Non-custody Intake Program.

THE PARTIES AGREE AS FOLLOWS:

1. **TERM:** This Agreement becomes effective as of **July 1, 2021** and expires at 11:59 PM on **June 30, 2022** unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.

2. **SERVICES:** See attached **Exhibit A**

3. **PAYMENT FOR SERVICES:** See attached **Exhibit B**

4. **INSURANCE:** Before approval of this Agreement by COUNTY, CITY must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**

5. **GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions (Form revision approved as of 01/01/2021)" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at http://tularecountycounsel.org/default/index.cfm/public-information/

6. **ADDITIONAL EXHIBITS:** CITY shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement.

☐	**Exhibit __**	Additional terms and conditions for federally-funded contracts. This Exhibit can be viewed at http://tularecountycounsel.org/default/index.cfm/public-information/
☐	**Exhibit __**	

7. **NOTICES:** (a). Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission, or sent by first class mail, postage prepaid and addressed as follows:

COUNTY OF TULARE
SERVICES AGREEMENT
CITY OF DINUBA

COUNTY:

TULARE COUNTY PROBATION DEPARTMENT
3241 West Noble Avenue
Visalia, California 93277
Phone No.: +1 (559) 608-9035
Fax No.: +1 (559) 687-6984

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
2800 West Burrel Avenue
Visalia, California 93291
Phone No.: +1 (559) 636-5005
Fax No.: +1 (559) 733-6318

CITY:

Luz Torres, Administrative Assistant
City of Dinuba
680 South Alta Avenue
Dinuba, California 93618
Phone No.: +1 (559) 591-5900
Fax No.: +1 (559) 591-5902

(b). Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

8. **AUTHORITY:** CITY represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CITY to its terms. CITY acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

9. **COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which shall be deemed an original and all of which taken together form one and the same agreement. A signed copy or signed counterpart of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of a signed original or signed copy of this Agreement.

10. **MANUAL OR ELECTRONIC SIGNATURES:** The Parties may sign this Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as a manual signature. For purposes of this Agreement, the term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a Party with the intent to sign this Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

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COUNTY OF TULARE
SERVICES AGREEMENT
CITY OF DINUBA

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CITY OF DINUBA

Date: 5/28/2021

By _____

Print Name Luis Patlan

Title City Manager

Date: 5/28/2021

By _____

Print Name Devon Popovich

Title Chief of Police

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: 6/22/2021

By _____
Chair, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form
COUNTY COUNSEL

By _____
Deputy 6/8/2021

Matter # 2021433

COUNTY OF TULARE
SERVICES AGREEMENT
CITY OF DINUBA

EXHIBIT A

SERVICES

The COUNTY shall provide to CITY two-fifths (2/5) of one Deputy Probation Officer full-time position, (two (2) days per week). "Full-time" shall be deemed as no less than 20 hours (50%) and a maximum of 40 hours per week. The Deputy Probation Officer shall be employed by the County and shall be under the exclusive direction and control of Probation. The services outlined below shall be assigned and carried out after consultation with the CITY, and approval from the Chief Probation Officer or her authorized representative. COUNTY shall provide a substitute Deputy Probation Officer should the permanently assigned Deputy Probation Officer be unavailable for an assigned workday.

The Probation Officer shall provide the following services relative to minors within Section 602 of the Welfare and Institutions Code:

a) Out-of-custody intake of Section 602 referrals within the City;

b) Diversion of juvenile offenders into meaningful and effective programs for the purpose of preventing their activities from escalating in a manner that may require that they be declared wards of the Juvenile Court;

c) Supervision of minors placed on informal probation within the provisions of Section 654 of the Welfare and Institutions Code;

d) Assistance in developing community-based delinquency prevention programs in conjunction with the Visalia Police Department, schools, and community-based youth organizations;

e) Activities may change as requested by written agreement of both parties.

COUNTY OF TULARE
SERVICES AGREEMENT
CITY OF DINUBA

EXHIBIT B

PAYMENT FOR SERVICES

The CITY agrees to reimburse the COUNTY fifty percent (50%) of all costs of two-fifths (2/5), which equates to 16 hours per week, of a Probation Officer's salary, benefits, communication, and transportation costs, including Workers' Compensation insurance and retirement contributions, and the COUNTY agrees to pay the balance of said costs. The COUNTY will bill the CITY at the end of each quarter for the costs and expenses incurred during the quarter, and the CITY shall pay the invoice within thirty (30) days of receipt. All billings shall be directed to the Dinuba Chief of Police, City of Dinuba, 680 South Alta Avenue, Dinuba, California 93618.

First Quarter	July 1 to September 30
Second Quarter	October 1 to December 30
Third Quarter	January 1 to March 30
Four Quarter	April 1 to June 30

COUNTY OF TULARE
SERVICES AGREEMENT
CITY OF DINUBA

EXHIBIT C

NON-PROFESSIONAL SERVICES
INSURANCE REQUIREMENTS

CITY shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CITY, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Commercial General Liability coverage of $1,000,000 on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury (occurrence Form CG 00 01). If a general aggregate applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit must be no less than $2,000,000.

2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of no less than $1,000,000 per accident for bodily injury and property damage. If an annual aggregate applies it must be no less than 2,000,000.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

B. Specific Provisions of the Certificate

1. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.

2. CITY must submit endorsements to the General Liability reflecting the following provisions:

   a. *The COUNTY OF TULARE, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the CITY including materials, parts, or equipment furnished in connection with such work or operation.*

COUNTY OF TULARE
SERVICES AGREEMENT
CITY OF DINUBA

b. *For any claims related to this project, the CITY's insurance coverage shall be primary insurance at lease as broad as ISO CG 20 01 01 13 as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CITY's insurance and shall not contribute with it.*

c. *Each insurance policy required by this agreement shall provide that coverage shall not be canceled, except with written notice to the COUNTY.*

d. *CITY hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the CITY may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CITY agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

3. *The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CITY, its employees, agents, and subcontractors CITY waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability.*

C. Deductibles and Self-Insured Retentions
Self-insured retentions must be declared, and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds $100,000.

D. Acceptability of Insurance
Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage
Prior to approval of this Agreement by the COUNTY, the CITY shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

ATTACHMENT 'B'

Tulare County Probation Department

Non-Custody Intake Program- Dinuba PD

Cost Estimate for Fiscal Year 2021/2022
One (1) Probation Officer I @ Range 877; Step 2

Description		Program Costs	50%
Salaries & Benefits			
	Regular Salary	$50,743.00	
	Other Pay	1,616.00	
	Benefits	9,034.00	
	Retirement	8,499.00	
	Social Security	3,811.00	
	Unemployment Insurance	787.00	
	Workers Comp.	4,976.00	
Salary and Benefits Total		$79,466.00	$39,733.00
	Communication Cost	606.00	
	Transportation Cost	2,625.00	
Communication & Transportation Total		$3,231.00	1,615.50
Total Estimated Cost per Officer		**82,697.00**	**$41,348.50**
Agency Cost	**One-half Day Per Week**	**$4,135.00**	
	3/4 Day Per Week	**$6,201.00**	
	One Day Per Week	**$8,270.00**	
	1 1/4 Day Per Week	**$10,337.00**	
	Two Days Per Week	**$16,539.00**	
	Three Days Per Week	**$24,809.00**	
	Four Days Per Week	**$33,079.00**	

City Council Staff Report

Department: PUBLIC WORKS

May 10, 2022

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: George Avila, Business Manager

Subject: Resolution No. 2022-26 Authorizing Submittal of a Regional Surface Transportation Exchange Program Claim for FY 21-22 (IH)

RECOMMENDATION

Council adopt Resolution No. 2022-26 authorizing the Public Works Director to submit a claim to the Tulare County Association of Governments (TCAG) to exchange the City's Fiscal Year 2021-2022 Regional Surface Transportation Program (RSTP) funds for State Highway Account Funds in the estimated amount of $306,461.

EXECUTIVE SUMMARY

Each year the City of Dinuba is allocated federal Regional Surface Transportation Program (RSTP) funds. This funding is designated for surface transportation improvements and must be spent in compliance with federal regulations. However, State law allows for RSTP funds to be exchanged for State Highway Account Funds that give the City more spending flexibility. In order to receive this money, the City must submit a claim to the Tulare County Association of Governments (TCAG) authorized by City Council Resolution. The amount allocated to the City of Dinuba for FY 2021-22 is estimated at $306,461.

OUTSTANDING ISSUES

None.

DISCUSSION

The Surface Transportation Program (STP) was established by the 1991 Federal Intermodal Surface Transportation Efficiency Act (ISTEA). The STP is administered by the U.S. Department of Transportation. STP funds may be used for public transportation capital improvements such as roads, bicycle and pedestrian facilities, and intercity or intracity bus terminals and bus facilities. The STP provides funding allocations for urban and rural cities.

The Tulare County Association of Governments (TCAG) receives regional STP (RSTP) funds on behalf of Tulare County. TCAG is expected to receive over $6 million dollars this fiscal year. TCAG distributes these funds to member cities using a population-based formula. The estimated allocation of RSTP funds for the City of Dinuba is $306,461. Given the rural classification of Tulare County, state law allows for some jurisdictions to exchange their regional share of federal STP funding for State Highway Account Funds in an equal amount.

This exchange is beneficial to smaller cities because state funds have fewer restrictions, shorter environmental processes and no local match requirement. In short, this exchange gives Dinuba more spending flexibility.
The City of Dinuba has participated in the "RSTP Exchange Program" for many years. As in previous years, these funds will be deposited into the City's Gas Tax fund and will be used to fund a portion of the operating expenditures for the City's Transportation Services Division. These expenditures include employee salaries, debt service, and capital maintenance.

Resolution No. 2022-26 enclosed herein as Attachment 'A' will authorize the Public Works Director to submit a claim for regional STP funds to be exchanged for State Highway Accounts funds in the amount of $306,461 for FY 2021-22.

FISCAL IMPACT

The $306,461 allocation pays for a portion of the operating expenses of the City's Transportation Services Division.

PUBLIC HEARING

None.

ATTACHMENTS:

Description

A. Resolution Number 2022-26

RESOLUTION NO. 2022-26

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA AUTHORIZING THE PUBLIC WORKS DIRECTOR TO FILE A REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) CLAIM FORM IN EXCHANGE FOR STATE HIGHWAY ACCOUNT FUNDS FOR FISCAL YEAR 2021-2022

WHEREAS, the Tulare County Association of Governments (TCAG) and the California Department of Transportation (Caltrans) have entered into a Standard Agreement contract to exchange unobligated balances of federal Regional Surface Transportation Program (RSTP) funds with non-federal State Highway Account funds; and

WHEREAS, Caltrans Division of Programming releases a 5-year ESTIMATE of RSTP Exchange Program apportionments for inclusion in the Federal Transportation Improvement Program (FTIP) Programming document every 2-years to California Metropolitan Planning Organizations (MPOs);

WHEREAS, TCAG is the designated MPO for Tulare County;

WHEREAS, the Annual RSTP Exchange Program fund apportionment is an ESTIMATE and subject to change during the fiscal year (2021-2022) due to many Federal Surface Transportation Bill variables including the annual appropriations act as well as other Congressional action (i.e. rescissions);

WHEREAS, a FINAL RSTP Exchange apportionment amount is published at the end of the FY21-22 and can be different from the ESTIMATE RSTP Exchange apportionment figure;

WHEREAS, annually, Caltrans sends TCAG a Standard Agreement contract that includes an RSTP Exchange Program apportionment figure;

WHEREAS, TCAG applies a RSTP population based distribution formula using current Department of Finance (DOF) population estimates (January 2022) to the RSTP apportionment to determine the amount of RSTP Exchange funds to be distribution to TCAG member jurisdictions;

WHEREAS, the City of Dinuba has an ESTIMATE RSTP Exchange Program fund apportionment amount available to claim in FY21-22 is $306,461;

WHEREAS, payment of the ESTIMATE RSTP Exchange fund claim will be subject to all conditions specified in the fully executed standard contract agreement between TCAG and Caltrans, as well as the TCAG RSTP Exchange Claim form requirements: Projects to be funded with this claim are only those projects that are defined under Sections 133(b) and 133(c) of Title 23, United States Code and Article

XIX of the California State Constitution, implemented in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code.

WHEREAS, if the FINAL RSTP Exchange apportionment figure is higher for FY21-22 than the ESTIMATE RSTP Exchange apportionment figure, Caltrans would have to revise the RSTP Exchange Standard Agreement contract with the higher RSTP figure before TCAG could instruct the Tulare County Auditor Controller's Officer to distribute a greater amount of RSTP Exchange Program funds to member agencies, than identified in this resolution;

WHEREAS, if the FINAL RSTP Exchange apportionment figure is lower for FY21-22 than the ESTIMATE RSTP Exchange apportionment amount, Caltrans does not have to revise the RSTP Exchange contract with the lower amount before TCAG could recalculate the available RSTP Exchange Program funds using the same population-based formula and then instruct the Tulare County Auditor Controller's Officer to distribute the lower FY 21-22 FINAL RSTP Exchange Program fund amount to member agencies;

WHEREAS, the City of Dinuba has established special gas tax street improvement fund as a requirement to receive the RSTP Exchange Program funds; and

WHEREAS, it is deemed in the best interest of the City of Dinuba the Public Works Director is authorized to sign the FY 21-22 RSTP Exchange Program fund claim form and to submit said claim form to TCAG for processing.

NOW THEREFORE, be it resolved that the Public Works Director of the City of Dinuba is authorized and directed to sign and file the above described FY 21-22 RSTP Exchange Program fund claim on behalf of the City of Dinuba in the amount of $306,461.

PASSED AND ADOPTED by the City Council of the City of Dinuba at a regular meeting held on Tuesday, May 10, 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:

_____
Linda Launer, Mayor

ATTEST:

_____
Maria Alaniz, Interim City Clerk

City Council Staff Report

Department: FINANCE SERVICES | May 10, 2022

To: Mayor and City Council

From: Karina Solis, Administrative Services Director

By: Jacqueline Lopez, Fiscal Analyst I

Subject: Initiation of Proceedings and Intent for the Annual Levy of Landscape and Lighting Districts Annual Assessments for Fiscal Year 2022/23 (KS)

RECOMMENDATION

City take the following action by one motion:

1. Adopt Resolution No. 2022-23 initiating proceedings for annual levy and collection of assessments and ordering the preparation of the Annual Report for Landscaping and Lighting Assessment Districts for Fiscal Year 2022/23; and

2. Adopt Resolution No. 2022-24 preliminarily approving the Annual Report for the City's Landscaping and Lighting Assessment Districts for Fiscal Year 2022/23; and

3. Adopt Resolution No. 2022-25 declaring intention to levy and collect assessments within the City's Landscaping and Lighting Assessment Districts for Fiscal Year 2022/23 and setting the time and the place for the public hearing on the levy of the proposed assessments.

EXECUTIVE SUMMARY

The City of Dinuba, by previous resolutions, formed a total of 18 Landscaping and Lighting Assessment Districts (collectively referred to as the "Districts"). The Landscaping and Lighting Act of 1972, pursuant to which these Districts were formed, requires City Council action annually to update the assessments which appear on the Tulare County property tax roll. The amount of the levy on each parcel is proposed to either stay the same or increase from Fiscal Year 2021/22. The action by the Council will initiate proceedings and set a public hearing for June 14, 2022, to receive public testimony on the annual assessments.

OUTSTANDING ISSUES

None.

DISCUSSION

The Landscaping and Lighting Act of 1972 ("the Act") authorizes cities to impose assessments on benefitted properties to finance construction of street landscaping, street lighting, traffic signals, parks, street trees, sidewalk repair, recreational improvements; as well as maintenance and servicing of any of these improvements. In accordance with Act, the City formed 18 Districts.

Each year, the City prepares an annual report for each District, along with the District estimates for an operating budget, to calculate the assessment annually levied for each parcel. This budget determines what maintenance operations are performed for the fiscal year and directs the County Assessor what to levy each parcel.

The Fiscal Year 2022/23 Annual Report prepared for the City of Dinuba Landscaping and Lighting Assessment

Districts (Attachment ‘D’) is enclosed herein.

The annual report contains the following information:

- The plans and specifications describing the general nature, location and extent of the improvements to be maintained;
- An estimate of cost of the maintenance and/or servicing of the improvements for the referenced fiscal year;
- A diagram showing the areas and the properties to be assessed; and
- An assessment of the estimated costs of the maintenance and/or servicing, assessing the net amount upon all assessable lots and/or parcels in proportion to the benefits received.
- Assessments that are not proposed to increase from the previous year above that previously approved by the property owners (as “increased assessment” is defined in Section 54954.6 of the Government Code).

State regulations require a two-part process to complete the annual levy. The first part of the process requires Council to take action to initiate proceedings for the levy, approve the Annual Report for the Districts and call for a public hearing. The second part to complete the levy process is for the Council to conduct a public hearing and adopt the Annual Report and order the levy and collection of the assessment within the Districts.

If authorized by the Council, a public hearing will be noticed for June 14, 2022. Following the public hearing and approval by the Council, the assessment data will be delivered to the Tulare County Auditor-Controller's Office and processed for the collection of assessments in FY 2022/23.

FISCAL IMPACT

The amount of the levy on each parcel is proposed to either stay the same or increase from Fiscal Year 2021/22. The rates are less than or equal to the property owner approved maximum assessment.

In order to fund the maintenance activities of all 18 Districts, it is estimated that a total annual budget of approximately $532,470 is required for Fiscal Year 2022/23. It is anticipated that a total of approximately $453,642 will be collected in assessment revenue. A total of $22,229 in available district funds will be used to fund a portion of the difference between the anticipated expenses and assessment revenue. The remaining difference of approximately $56,598 will need to be funded via a contribution from an unrestricted revenue source by the City.

PUBLIC HEARING

A public hearing notice will be published in the Dinuba Sentinel and on the City’s website for June 14, 2022.

ATTACHMENTS:

Description

A. Resolution 2022-23 initiating proceedings for annual levy and collection of assessments and ordering the preparation of the Annual Report for Landscaping and Lighting Assessment Districts for Fiscal Year 2022/23

B. Resolution 2022-24 preliminarily approving the Annual Report for the City’s Landscaping and Lighting Assessment Districts for Fiscal Year 2022/23

C. Resolution 2022-25 declaring intention to levy and collect assessments within the City’s Landscaping and Lighting Assessment Districts for Fiscal Year 2022/23

D. FY 2022/23 Annual Engineer's Report for the Lighting and Landscape Maintenance Districts

RESOLUTION NO. 2022-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS AND ORDERING THE PREPARATION OF AN ANNUAL REPORT FOR LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS FOR FISCAL YEAR 2022/23

WHEREAS, the City Council of the City of Dinuba ("City Council"), pursuant to the terms of the Landscaping and Lighting Act of 1972, Division 16, Part 2 of the California Streets and Highways Code (commencing with Section 22500), previously formed the landscaping and lighting assessment districts (the "Districts") known and designated as follows:

- Country Club Estates No. 3 Subdivision Assessment District No. 89-01
- Harvest Estates Subdivision Assessment District No. 90-01
- Peachwood Village Subdivision Assessment District No. 90-02
- Nebraska Park/Pond Benefit Landscaping and Lighting Assessment District No. 92-01
- Marshall Acres Landscaping and Lighting Assessment District No. 93-01
- Tierra Vista Phase I Assessment District No. 95-01
- Sierra Heights Landscaping and Lighting Assessment District No. 95-02
- Alta Mission Estates Landscaping and Lighting Assessment District No. 98-01
- Morningside Phase 1 Landscaping and Lighting Assessment District No. 98-02
- Morningside Phase 2 Landscaping and Lighting Assessment District No. 99-01
- Sugar Plum – Villagio Landscape and Lighting Assessment District No. 06-01
- Citrus Heights Landscape and Lighting Assessment District No. 06-02
- Sierra View Estates Landscape and Lighting Assessment District No. 06-03
- Stony Creek Landscape and Lighting Assessment District No. 06-04
- Parkside-Muirfield Landscape and Lighting Assessment District No. 08-01
- Viscaya I & II Landscape and Lighting Assessment District No. 09-01
- Lincoln-McKinley Estates Landscape and Lighting Assessment District No. 10-02
- Parkside Village Unit Nos. 2 and 3 Landscape and Lighting Assessment District

WHEREAS, the City Council wishes to initiate proceedings to provide for the levy and collection of assessments for Fiscal Year 2022/23 in order to provide for the necessary costs and expenses pertaining to the maintenance of the improvements within the Districts.

WHEREAS, the City Council has retained NBS for the purpose of assisting with the annual levy and collection of the Districts, and to prepare and file an annual report in accordance with the Landscaping and Lighting Act of 1972.

NOW, THEREFORE, the City Council of the City of Dinuba, DOES HEREBY RESOLVE as follows:

1. The City Council hereby orders NBS to prepare and file with the City Clerk the Annual Report concerning the levy and collection of assessments within the Districts for the Fiscal Year commencing July 1, 2022 and ending June 30, 2023. The Annual Report shall contain the following information:

a. The plans and specifications describing the general nature, location and extent of the improvements to be maintained.

b. An estimate of cost of the maintenance and/or servicing of the improvements for the referenced fiscal year.

c. A diagram showing the areas and the properties to be assessed.

d. An assessment of the estimated costs of the maintenance and/or servicing, assessing the net amount upon all assessable lots and/or parcels in proportion to the benefits received.

2. The public interest and convenience requires, and it is the intention of this City Council, to levy and collect assessments to pay the annual costs and expenses for the installation, replacement, maintenance and/or servicing of the improvements within each District. No new improvements or substantial changes to the existing improvements are being proposed at this time.

THE FOREGOING RESOLUTION WAS ADOPTED upon motion of Council Member _____, seconded by Council Member _____, at a regular meeting this 10th day of May, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Mayor, City of Dinuba

ATTEST:

_____
City Clerk, City of Dinuba

APPROVED AS TO FORM:

_____
City Attorney, City of Dinuba

RESOLUTION NO. 2022-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA, CALIFORNIA, APPROVING THE ANNUAL REPORT FOR THE CITY'S LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS FOR FISCAL YEAR 2022/23

WHEREAS, the City Council of the City of Dinuba ("City Council"), pursuant to the terms of the Landscaping and Lighting Act of 1972, Division 16, Part 2 of the California Streets and Highways Code (commencing with Section 22500), previously formed the landscaping and lighting assessment districts (the "Districts") known and designated as follows:

- Country Club Estates No. 3 Subdivision Assessment District No. 89-01
- Harvest Estates Subdivision Assessment District No. 90-01
- Peachwood Village Subdivision Assessment District No. 90-02
- Nebraska Park/Pond Benefit Landscaping and Lighting Assessment District No. 92-01
- Marshall Acres Landscaping and Lighting Assessment District No. 93-01
- Tierra Vista Phase I Assessment District No. 95-01
- Sierra Heights Landscaping and Lighting Assessment District No. 95-02
- Alta Mission Estates Landscaping and Lighting Assessment District No. 98-01
- Morningside Phase 1 Landscaping and Lighting Assessment District No. 98-02
- Morningside Phase 2 Landscaping and Lighting Assessment District No. 99-01
- Sugar Plum – Villagio Landscape and Lighting Assessment District No. 06-01
- Citrus Heights Landscape and Lighting Assessment District No. 06-02
- Sierra View Estates Landscape and Lighting Assessment District No. 06-03
- Stony Creek Landscape and Lighting Assessment District No. 06-04
- Parkside-Muirfield Landscape and Lighting Assessment District No. 08-01
- Viscaya I & II Landscape and Lighting Assessment District No. 09-01
- Lincoln-McKinley Estates Landscape and Lighting Assessment District No. 10-02
- Parkside Village Unit Nos. 2 and 3 Landscape and Lighting Assessment District

WHEREAS, the City retained NBS for the purpose of assisting with the levy of the Districts and the preparation and filing of the Annual Report for Fiscal Year 2022/23.

WHEREAS, the Council has, by previous resolution, ordered NBS to prepare and file such Annual Report.

WHEREAS, NBS has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council, such report, which is entitled "City of Dinuba, Engineer's Report for Fiscal Year 2022/23, Landscaping and Lighting Assessment Districts."

WHEREAS, the City Council has carefully examined and reviewed the Annual Report as presented, and is satisfied with each and all of the items and documents as set forth therein, and finds that the assessment levy has been spread in accordance with the special benefits received from the improvements, operation, maintenance, and services to be performed, set forth in the Annual Report.

NOW, THEREFORE, the City Council of the City of Dinuba, DOES HEREBY RESOLVE as follows:

1. The City Council hereby approves the Annual Report concerning the levy of assessments for the Districts, as submitted by NBS, for the fiscal year commencing July 1, 2022 and ending June 30, 2023.

THE FOREGOING RESOLUTION WAS ADOPTED upon motion of Council Member _____, seconded by Council Member _____, at a regular meeting this 10th day of May,2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Mayor, City of Dinuba

ATTEST:

_____
City Clerk, City of Dinuba

APPROVED AS TO FORM:

_____
City Attorney, City of Dinuba

RESOLUTION NO. 2022-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN THE CITY'S LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS FOR FISCAL YEAR 2022/23, AND SETTING THE TIME AND THE PLACE FOR A PUBLIC HEARING ON THE LEVY OF THE PROPOSED ASSESSMENTS

WHEREAS, the City Council of the City of Dinuba ("City Council"), pursuant to the terms of the Landscaping and Lighting Act of 1972, Division 16, Part 2 of the California Streets and Highways Code (commencing with Section 22500), previously formed the landscaping and lighting assessment districts (the "Districts") known and designated as follows:

- Country Club Estates No. 3 Subdivision Assessment District No. 89-01
- Harvest Estates Subdivision Assessment District No. 90-01
- Peachwood Village Subdivision Assessment District No. 90-02
- Nebraska Park/Pond Benefit Landscaping and Lighting Assessment District No. 92-01
- Marshall Acres Landscaping and Lighting Assessment District No. 93-01
- Tierra Vista Phase I Assessment District No. 95-01
- Sierra Heights Landscaping and Lighting Assessment District No. 95-02
- Alta Mission Estates Landscaping and Lighting Assessment District No. 98-01
- Morningside Phase 1 Landscaping and Lighting Assessment District No. 98-02
- Morningside Phase 2 Landscaping and Lighting Assessment District No. 99-01
- Sugar Plum – Villagio Landscape and Lighting Assessment District No. 06-01
- Citrus Heights Landscape and Lighting Assessment District No. 06-02
- Sierra View Estates Landscape and Lighting Assessment District No. 06-03
- Stony Creek Landscape and Lighting Assessment District No. 06-04
- Parkside-Muirfield Landscape and Lighting Assessment District No. 08-01
- Viscaya I & II Landscape and Lighting Assessment District No. 09-01
- Lincoln-McKinley Estates Landscape and Lighting Assessment District No. 10-02
- Parkside Village Unit Nos. 2 and 3 Landscape and Lighting Assessment District

WHEREAS, the City Council desires to take proceedings to provide for the levy and collection of assessments for Fiscal Year 2022/23 to provide for the costs and expenses necessary to pay for the maintenance of the improvements within the Districts.

WHEREAS, there has been presented and approved by the City Council the Annual Report, as required by law, and the City Council is desirous of continuing with the proceedings for said annual assessment levy.

NOW, THEREFORE, the City Council of the City of Dinuba, DOES HEREBY RESOLVE as follows:

1. That the above recitals are all true and correct.
2. That the public interest and convenience requires, and it is the intention of this City Council, to levy and collect assessments for the fiscal year commencing July 1, 2022 and ending June 30, 2023 to pay the annual costs and expenses for the installation, replacement, maintenance and/or servicing of the improvements for the above-referenced Districts.
3. That said improvements are of direct benefit to the properties within the boundaries of the Districts. The City Council declared the area to be benefited by said improvements, and for particulars, reference is made to the boundary maps as previously approved by the City Council, which is, by reference, incorporated into the Annual Report, a copy of which is on file in the Office of the City Clerk and open for public inspection, and are designated as "City of Dinuba, Fiscal Year 2022/23 Engineer's Report, Landscaping and Lighting Assessment Districts."

4. That the Annual Report, as approved by the City Council, is on file in the Office of the City Clerk, and open for public inspection. Reference is made to the Annual Report for a full and detailed description of the improvements to be maintained, the boundaries of the Districts and any zones therein, and the proposed assessments upon assessable lots and parcels of land within Districts.

5. All costs and expenses of the works of maintenance and incidental expenses have been apportioned and distributed to the benefiting parcels in accordance with the special benefits received from the improvements.

6. The assessments are not proposed to increase from the previous year above that previously approved by the property owners (as "increased assessment" is defined in Section 54954.6 of the Government Code).

7. Notice is hereby given that on Tuesday, June 14, 2022 at 6:30 p.m. in City Council Chambers, at 405 E. El Monte Way, Dinuba, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.

8. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.

THE FOREGOING RESOLUTION WAS ADOPTED upon motion of Council Member _____, seconded by Council Member _____, at a regular meeting this 10th day of May, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Mayor, City of Dinuba

ATTEST:

_____
City Clerk, City of Dinuba

APPROVED AS TO FORM:

_____
City Attorney, City of Dinuba

CITY OF DINUBA

Engineer's Report For: Fiscal Year 2022/23

Landscape and Lighting Assessment Districts

June 2022

Prepared by:

NBS
helping communities fund tomorrow
nbsgov.com

Corporate Headquarters
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Temecula, CA 92592
Toll free: 800.676.7516

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1. EXECUTIVE SUMMARY

The City of Dinuba (the "City") has formed several assessment districts to fund landscape and lighting improvements throughout the City. Each assessment district has been formed pursuant to the Landscaping and Lighting Act of 1972 (the "Act"). This report is prepared in accordance with Article 4 of Chapter 1 of the Act.

The assessment districts include:

Assessment District No. 89-01 – Country Club Estates
Assessment District No. 90-01 – Harvest Estates
Assessment District No. 90-02 – Peachwood Village
Assessment District No. 92-01 – Nebraska Park
Assessment District No. 93-01 – Marshall Acres
Assessment District No. 95-01 – Tierra Vista
Assessment District No. 95-02 – Sierra Heights
Assessment District No. 98-01 – Alta Mission
Assessment District No. 98-02 – Morningside Phase 1
Assessment District No. 99-01 – Morningside Phase 2
Assessment District No. 06-01 – Sugar Plum/Villagio
Assessment District No. 06-02 – Citrus Heights
Assessment District No. 06-03 – Sierra View
Assessment District No. 06-04 – Stony Creek
Assessment District No. 08-01 – Parkside/Muirfield
Assessment District No. 09-01 – Viscaya
Assessment District No. 10-02 – Lincoln/McKinley
Parkside Village Unit Nos. 2 and 3 Landscape and Lighting Assessment District

Collectively, the assessment districts are referred to as the "Districts" in this report.

Each of the Districts is a separate assessment district with a separate budget designed to fund certain improvements that benefit each individual assessment district. Each assessment district has its own assessment rates and boundaries. The Districts are only combined in this report for convenience.

All districts listed above, excluding Parkside Village Unit Nos. 2 and 3, were formed by the City. The City is responsible for the development of the boundaries, the assessment rates, and the assessment methodology. The final assessment district listed, Parkside Village Unit Nos. 2 and 3, was formed by NBS in October of 2015.

The City engaged NBS to perform a general benefit analysis for the Districts during the 2016/17 Fiscal Year. That analysis resulted in recommended general benefit percentages for the Districts. The budgets for the Districts reflect the general benefit percentage recommendations. The City Clerk's office has a copy of the General Benefit Separation and Quantification Analysis, as well as copies of the original Engineer's Reports. This analysis and original Engineer's Reports are made part of this report by reference.

1.1 Proposed 2022/23 Levy

The following table summarizes the proposed 2022/23 levy for the Districts:

District No.	District Name	2022/23 Maximum Assessment Rate	2022/23 Proposed Assessment Rate	2022/23 Benefit Units	2022/23 Estimated Assessment [1]	2022/23 Contribution from Non-Assessment Sources [2]
89-01	Country Club Estates	$287.55	$287.55	52.00	14,952.60	$828.71
90-01	Harvest Estates	91.72	91.72	18.00	1,650.96	2,229.79
90-02	Peachwood Village	276.81	276.81	95.00	26,296.95	844.07
92-01	Nebraska Park	195.94	190.34	419.28	79,806.09	14,620.23
93-01	Marshall Acres	190.42	190.41	80.00	15,232.80	2,327.68
95-01	Tierra Vista	262.06	249.58	30.00	7,487.40	318.70
95-02	Sierra Heights	195.47	186.16	84.00	15,637.44	1,552.32
98-01	Alta Mission	125.00	125.00	41.00	5,125.00	2,975.67
98-02	Morningside Phase 1	170.18	170.18	48.00	8,168.64	9,597.62
99-01	Morningside Phase 2	251.73	143.02	60.51	8,654.72	1,318.38
06-01	Sugar Plum/Villagio	267.80	140.57	143.00	20,101.51	2,406.35
06-02	Citrus Heights	324.53	125.75	16.00	2,012.00	309.02
06-03	Sierra View	260.64	248.35	25.00	6,208.75	311.85
06-04	Stony Creek	279.58	149.91	11.00	1,649.01	711.27
08-01	Parkside/Muirfield	487.16	186.68	356.00	66,458.08	7,884.64
09-01	Viscaya	561.61	312.54	401.00	125,328.54	4,333.57
10-02	Lincoln/McKinley	366.53	332.38	15.00	4,985.70	339.16
NA	Parkside Village 2 & 3	359.72	359.72	122.00	43,885.84	3,573.86
Total				**2016.79**	**$453,642.03**	**$56,482.89**

[1] Excludes installment rounding. The actual levy will be an even amount, as required by the County.

[2] Includes contributions from District reserve funds, general benefit contributions, and any budget shortfall.

The following table summarizes the current and historical assessment rates for the Districts:

District No.	District Name	2022/23 Maximum Assessment Rate	2021/22 Maximum Assessment Rate	Difference	2022/23 Proposed Assessment Rate	2021/22 Assessment Rate	Difference
89-01	Country Club Estates	$287.55	$273.86	$13.69	$287.55	$273.86	$13.69
90-01	Harvest Estates	91.72	91.72	0.00	91.72	91.72	0.00
90-02	Peachwood Village	276.81	263.62	13.19	276.81	263.62	13.19
92-01	Nebraska Park	195.94	186.61	9.33	190.34	186.61	3.73
93-01	Marshall Acres	190.42	181.35	9.07	190.41	181.34	9.07
95-01	Tierra Vista	262.06	249.58	12.48	249.58	249.58	0.00
95-02	Sierra Heights	195.47	186.16	9.31	186.16	186.16	0.00
98-01	Alta Mission	125.00	125.00	0.00	125.00	125.00	0.00
98-02	Morningside Phase 1	170.18	170.18	0.00	170.18	170.18	0.00
99-01	Morningside Phase 2	251.73	246.80	4.93	143.02	140.22	2.80
06-01	Sugar Plum/Villagio	267.80	250.20	17.60	140.57	140.57	0.00
06-02	Citrus Heights	324.53	303.19	21.34	125.75	125.75	0.00
06-03	Sierra View	260.64	243.50	17.14	248.35	243.49	4.86
06-04	Stony Creek	279.58	261.20	18.38	149.91	140.11	9.80
08-01	Parkside/Muirfield	487.16	455.14	32.02	186.68	186.68	0.00
09-01	Viscaya	561.61	524.69	36.92	312.54	312.54	0.00
10-02	Lincoln/McKinley	366.53	342.43	24.10	332.38	319.60	12.78
NA	Parkside Village 2 & 3	359.72	349.24	10.48	359.72	349.24	10.48

2. COUNTRY CLUB ESTATES

Assessment District No. 89-01 – Country Club Estates ("Country Club Estates") was formed in 1989 pursuant to the Landscaping and Lighting Act of 1972. The boundaries and assessment methodology presented in this report were originally developed by the City.

2.1 Plans and Specifications

Below is a list of the improvements funded by the assessments levied upon the parcels in Country Club Estates:

- A landscaping strip along West El Monte Way
- A detention pond at the end of North Kelly Drive (also with frontage on West Pamela Lane)
- Masonry walls along West El Monte Way and along the portions of three parcels that share a border with the detention pond
- Five internal streetlights and an additional three along North Lillie Avenue (on the Country Club Estates side of North Lillie Avenue)

These improvements are collectively known as the "Country Club Estates Improvements". A map of these improvements can be found in Appendix C of this report.

2.2 Boundary Description & Diagram

Country Club Estates generally consists of property northerly located along West Kelly Drive, west of Lillie Avenue, north of West El Monte Way, and properties easterly located along North Kelly Drive.

A diagram showing the external boundaries of Country Club Estates can be found in Appendix B of this report.

2.3 General Benefit

The Country Club Estates Improvements will confer both special and general benefits upon parcels within Country Club Estates. The City is required to quantify the general benefits, separate them from the special benefits, and fund that portion of the budget representing general benefit through sources other than assessments.

A General Benefit Separation and Quantification Analysis was prepared by NBS in April of 2017 that estimated the proportion of special and general benefits. The analysis resulted in an estimated 15.4% of general benefit. Therefore, this percentage of the total maintenance budget cannot be funded by the assessments.

2.4 Estimate of Costs

Below is an estimate of the costs needed to fund the Country Club Estates Improvements for Fiscal Year 2022/23:

Description	Estimated Amount
City Maintenance Costs [1]	$3,176.25
Contractor Costs [2]	2,205.00
Total Maintenance Costs	**$5,381.25**

County Costs [3]	$57.16
City Administrative Overhead [4]	1,750.35
Administrator Costs [5]	1,176.00
Fund Balance Adjustment [6]	7,416.55
Total Non-Maintenance Costs & Fund Adjustment	**$10,400.06**

Total Costs	**$15,781.31**

(1) Includes Salaries, Repair & Maintenance costs, and Utilities.

(2) Third-party maintenance services. Responsible for mowing and edging turf areas, maintaining flowerbeds, keeping hardscape areas clean, and keeping trees raised to contract heights.

(3) The County of Tulare (the "County") charges $200 per fund, plus $1 per parcel. Because of the County's policy of only allowing ten funds per agency, the City combines all but four districts into a single submittal file. As such, the $1 per parcel fee is charged directly to the applicable district, and the $200 fee is spread among the combined districts based on the proportion of parcels levied.

(4) Includes City overhead; liability, fire, and risk insurances.

(5) Costs of NBS to administer the district including preparation of the engineer's report, levy calculation, parcel data tracking, and handling property owner inquiries.

(6) If the fund balance shows a deficit, the amount to levy is increased up to the maximum.

2.5 Assessment Methodology and Rates

According to the original engineer's report, the costs are divided equally among the assessable lots.

In July of 2008, a rate inflator was proposed to the property owners and a protest ballot proceeding was conducted by the City. The property owners approved the addition of the rate inflator. Accordingly, the maximum assessment rate increases annually by the lesser of cost or 5%.

The table below shows the current and prior year actual and maximum assessment rates:

Fiscal Year	Actual Rate [1]	Maximum Rate
2021/22	$273.86	$273.86
2022/23	$287.55	$287.55

(1) The actual levy will be an even amount, as required by the County.

2.6 Assessment of the Estimated Costs

The table below shows the assessment of the estimated costs of the Country Club Estates Improvements:

Description	Estimated Amount
Total Estimated Costs	**$15,781.31**
General Benefit Percentage [1]	15.4%
Maintenance costs to be funded by Assessment	$4,552.54
Maintenance costs to be funded by Other Sources	828.71
Maintenance costs to be funded by District Reserves	0.00
Non-Maintenance Costs & Fund Adj. funded by Assessment	10,400.06
Assessable benefit units	52.00
Maximum Assessment Rate	$287.55
Maximum Assessment Revenue	14,952.60
Total Assessment Revenue Needed [2]	$14,952.60
Revenue Capacity / (Shortfall) [3]	0.00
Proposed Assessment Rate	287.55
Proposed Assessment Revenue Total	14,952.60
Total City contribution [4]	$828.71

(1) Percentage estimated in the General Benefit Separation and Quantification Analysis prepared by NBS.

(2) Only the special benefit portion of Maintenance Costs are funded through the assessment, but 100% of non-maintenance costs are funded through the assessment because these costs are attributed only to the district.

(3) The difference between the Maximum Assessment Revenue and the Total Assessment Revenue Needed. A shortfall (negative value) means that the special benefit portion of the budget cannot be fully funded by the assessments.

(4) The total amount to be contributed from non-assessment funds. Includes the general benefit portion of the budget, as well as any budget shortfall.

The assessment roll showing each parcel's proposed assessment amount can be found in Appendix A of this report.

2.7 Assessment Funds

Country Club Estates is projected to have a deficit balance of approximately $484 on June 30, 2023, which reduces the prior year deficit of $7,958.

The City will contribute approximately $829 in non-assessment district funds to cover the 15.4% general benefit portion of the maintenance budget.

3. HARVEST ESTATES

Assessment District No. 90-01 – Harvest Estates ("Harvest Estates") was formed in 1990 pursuant to the Landscaping and Lighting Act of 1972. The boundaries and assessment methodology presented in this report were originally developed by the City.

3.1 Plans and Specifications

Below is a list of the improvements funded by the assessments levied upon the parcels in Harvest Estates:

- Three external streetlights (along North Euclid Avenue) and two internal streetlights (on Euclid Circle)

These improvements are collectively known as the "Harvest Estates Improvements". A map of these improvements can be found in Appendix C of this report.

3.2 Boundary Description & Diagram

Harvest Estates generally consists of property located south of West Nebraska Avenue, east of North Euclid Avenue and along West Euclid Circle, and west of North Alta Avenue.

A diagram showing the external boundaries of Harvest Estates can be found in Appendix B of this report.

3.3 General Benefit

The Harvest Estates Improvements will confer both special and general benefits upon parcels within Harvest Estates. The City is required to quantify the general benefits, separate them from the special benefits, and fund that portion of the budget representing general benefit through sources other than assessments.

A General Benefit Separation and Quantification Analysis was prepared by NBS in April of 2017 that estimated the proportion of special and general benefits. The analysis resulted in an estimated 36.1% of general benefit. Therefore, this percentage of the total maintenance budget cannot be funded by the assessments.

3.4 Estimate of Costs

Below is an estimate of the costs needed to fund the Harvest Estates Improvements for Fiscal Year 2022/23:

Description	Estimated Amount
City Maintenance Costs [1]	$1,470.00
Contractor Costs [2]	0.00
Total Maintenance Costs	**$1,470.00**

County Costs [3]	$19.79
City Administrative Overhead [4]	386.40
Administrator Costs [5]	1,155.00
Fund Balance Adjustment [6]	0.00
Total Non-Maintenance Costs & Fund Adjustment	**$1,561.19**

Total Costs	**$3,031.19**

(1) Includes Salaries, Repair & Maintenance costs, and Utilities.

(2) Third-party maintenance services. Responsible for mowing and edging turf areas, maintaining flowerbeds, keeping hardscape areas clean, and keeping trees raised to contract heights.

(3) The County charges $200 per fund, plus $1 per parcel. Because of the County's policy of only allowing ten funds per agency, the City combines all but four districts into a single submittal file. As such, the $1 per parcel fee is charged directly to the applicable district, and the $200 fee is spread among the combined districts based on the proportion of parcels levied.

(4) Includes City overhead, liability, fire, and risk insurances.

(5) Costs of NBS to administer the district including preparation of the engineer's report, levy calculation, parcel data tracking, and handling property owner inquiries.

(6) If the fund balance shows a deficit, the amount to levy is increased up to the maximum.

3.5 Assessment Methodology and Rates

According to the original engineer's report, the costs are divided equally among the assessable lots.

There is no rate inflator associated with Harvest Estates. Accordingly, the maximum assessment rate has remained the same since the district was formed.

The table below shows the current and prior year actual and maximum assessment rates:

Fiscal Year	Actual Rate [1]	Maximum Rate
2021/22	$91.72	$91.72
2022/23	91.72	91.72

(1) The actual levy will be an even amount, as required by the County.

3.6 Assessment of the Estimated Costs

The table below shows the assessment of the estimated costs of the Harvest Estates Improvements:

Description	Estimated Amount
Total Estimated Costs	**$3,031.19**
General Benefit Percentage [1]	36.1%
Maintenance costs to be funded by Assessment	$939.33
Maintenance costs to be funded by Other Sources	530.67
Maintenance costs to be funded by District Reserves	0.00
Non-Maintenance Costs & Fund Adj. funded by Assessment	1,561.19
Assessable benefit units	18.00
Maximum Assessment Rate	$91.72
Maximum Assessment Revenue	1,650.96
Total Assessment Revenue Needed [2]	$2,500.52
Revenue Capacity / (Shortfall) [3]	(849.56)
Proposed Assessment Rate	91.72
Proposed Assessment Revenue Total	1,650.96
Total City contribution [4]	$1,380.23

(1) Percentage estimated in the General Benefit Separation and Quantification Analysis prepared by NBS.

(2) Only the special benefit portion of Maintenance Costs are funded through the assessment, but 100% of non-maintenance costs are funded through the assessment because these costs are attributed only to the district.

(3) The difference between the Maximum Assessment Revenue and the Total Assessment Revenue Needed. A shortfall (negative value) means that the special benefit portion of the budget cannot be fully funded by the assessments.

(4) The total amount to be contributed from non-assessment funds. Includes the general benefit portion of the budget, as well as any budget shortfall.

The assessment roll showing each parcel's proposed assessment amount can be found in Appendix A of this report.

3.7 Assessment Funds

Harvest Estates is projected to have a deficit balance of $14,560 on June 30, 2023, which includes the prior year deficit of $13,731.

The City will contribute approximately $530 in non-assessment district funds to cover the 36.1% general benefit portion of the maintenance budget, as well as the budget shortfall of approximately $850.

4. PEACHWOOD VILLAGE

Assessment District No. 90-02 – Peachwood Village ("Peachwood Village") was formed in 1990 pursuant to the Landscaping and Lighting Act of 1972. The boundaries and assessment methodology presented in this report were originally developed by the City.

4.1 Plans and Specifications

Below is a list of the improvements funded by the assessments levied upon the parcels in Peachwood Village:

- Landscaping strips along North Lillie Avenue in front of the detention pond and along Alice Avenue northeast of the park
- Masonry walls along Saginaw Avenue and along the back of the parcels to the northeast of Pacific Circle Drive
- 15 internal streetlights
- A detention pond along North Lillie Avenue

These improvements are collectively known as the "Peachwood Village Improvements". A map of these improvements can be found in Appendix C of this report.

4.2 Boundary Description & Diagram

Peachwood Village generally consists of property south of Saginaw Avenue, east of the railroad tracks and North Alice Street, along and north of West North Way, and along and east of both North Kelly Drive and North Lyndsay Way.

A diagram showing the external boundaries of Peachwood Village can be found in Appendix B of this report.

4.3 General Benefit

The Peachwood Village Improvements will confer both special and general benefits upon parcels within Peachwood Village. The City is required to quantify the general benefits, separate them from the special benefits, and fund that portion of the budget representing general benefit through sources other than assessments.

A General Benefit Separation and Quantification Analysis was prepared by NBS in April of 2017 that estimated the proportion of special and general benefits. The analysis resulted in an estimated 4.0% of general benefit. Therefore, this percentage of the total maintenance budget cannot be funded by the assessments.

4.4 Estimate of Costs

Below is an estimate of the costs needed to fund the Peachwood Village Improvements for Fiscal Year 2022/23:

Description	Estimated Amount
City Maintenance Costs [1]	$16,276.05
Contractor Costs [2]	4,825.80
Total Maintenance Costs	**$21,101.85**

County Costs [3]	$104.42
City Administrative Overhead [4]	2,849.70
Administrator Costs [5]	1,176.00
Fund Balance Adjustment [6]	1,909.05
Total Non-Maintenance Costs & Fund Adjustment	**$6,039.17**

Total Costs	**$27,141.02**

(1) Includes Salaries, Repair & Maintenance costs, and Utilities.

(2) Third-party maintenance services. Responsible for mowing and edging turf areas, maintaining flowerbeds, keeping hardscape areas clean, and keeping trees raised to contract heights.

(3) The County charges $200 per fund, plus $1 per parcel. Because of the County's policy of only allowing ten funds per agency, the City combines all but four districts into a single submittal file. As such, the $1 per parcel fee is charged directly to the applicable district, and the $200 fee is spread among the combined districts based on the proportion of parcels levied.

(4) Includes City overhead, liability, fire, and risk insurances.

(5) Costs of NBS to administer the district including preparation of the engineer's report, levy calculation, parcel data tracking, and handling property owner inquiries.

(6) If the fund balance shows a deficit, the amount to levy is increased up to the maximum.

4.5 Assessment Methodology and Rates

According to the original engineer's report, the costs are divided equally among the assessable lots.

In July of 2008, a rate inflator was proposed to the property owners and a protest ballot proceeding was conducted by the City. The property owners approved the addition of the rate inflator. Accordingly, the maximum assessment rate increases annually by the lesser of cost or 5%.

The table below shows the current and prior year actual and maximum assessment rates:

Fiscal Year	Actual Rate [1]	Maximum Rate
2021/22	$263.62	$263.62
2022/23	$276.81	$276.81

(1) The actual levy will be an even amount, as required by the County.

4.6 Assessment of the Estimated Costs

The table below shows the assessment of the estimated costs of the Peachwood Village Improvements:

Description	Estimated Amount
Total Estimated Costs	**$27,141.02**
General Benefit Percentage [1]	4.0%
Maintenance costs to be funded by Assessment	$20,257.78
Maintenance costs to be funded by Other Sources	844.07
Maintenance costs to be funded by District Reserves	0.00
Non-Maintenance Costs & Fund Adj. funded by Assessment	6,039.17
Assessable benefit units	95.00
Maximum Assessment Rate	$276.81
Maximum Assessment Revenue	26,296.95
Total Assessment Revenue Needed [2]	$26,296.95
Revenue Capacity / (Shortfall) [3]	0.00
Proposed Assessment Rate	276.81
Proposed Assessment Revenue Total	26,296.95
Total City contribution [4]	$844.07

(1) Percentage estimated in the General Benefit Separation and Quantification Analysis prepared by NBS.

(2) Only the special benefit portion of Maintenance Costs are funded through the assessment, but 100% of non-maintenance costs are funded through the assessment because these costs are attributed only to the district.

(3) The difference between the Maximum Assessment Revenue and the Total Assessment Revenue Needed. A shortfall (negative value) means that the special benefit portion of the budget cannot be fully funded by the assessments.

(4) The total amount to be contributed from non-assessment funds. Includes the general benefit portion of the budget, as well as any budget shortfall.

The assessment roll showing each parcel's proposed assessment amount can be found in Appendix A of this report.

4.7 Assessment Funds

Peachwood Village is projected to have a deficit balance of $47,681 on June 30, 2023, which reduces the deficit of $49,694 from the prior fiscal year.

The City will contribute approximately $845 in non-assessment district funds to cover the 4% general benefit portion of the maintenance budget.

5. NEBRASKA PARK

Assessment District No. 92-01 – Nebraska Park ("Nebraska Park") was formed in 1992 pursuant to the Landscaping and Lighting Act of 1972. The boundaries and assessment methodology presented in this report were originally developed by the City.

5.1 Plans and Specifications

Below is a list of the improvements funded by the assessments levied upon the parcels in Nebraska Park:

- A detention basin bounded by chain-link fencing at the west end of the Northridge Village townhome development (with frontage along Davis Drive)
- A detention basin bounded by chain-link fencing within the park at the corner of Nebraska Avenue and Oak Drive
- Masonry walls along Nebraska Avenue that continue down Lincoln Avenue
- Masonry walls along Nebraska Avenue that extend from Oak Drive to Hayes Avenue
- 100 streetlights
- A park at the corner of Nebraska Avenue and Oak Drive
- Landscaping:
  - Along Davis Drive in front of the detention basin and the Northridge Village townhomes
  - Along Davis Drive in front of the parcels between North Villa Avenue and Eaton Avenue
  - A small median on Northridge Drive, west of Eaton Avenue
  - Along the masonry wall along Nebraska Avenue that continues down North Lincoln Avenue
  - Along the portion of the park that fronts Nebraska Avenue
  - Along the masonry wall along Nebraska Avenue that stretches from Oak Drive to Hayes Avenue
  - A small traffic circle at the intersection of Hayes Avenue and Briarwood Drive

These improvements are collectively known as the "Nebraska Park Improvements". A map of these improvements can be found in Appendix C of this report.

5.2 Boundary Description & Diagram

Nebraska Park generally consists of property south of East Nebraska Avenue, west of North Alta Avenue, north of East Davis Drive, west of North Eaton Avenue, north of East Northridge Drive, east of North Newton Drive, north of East Bel Aire Drive, north of East Davis Drive, and west of North Crawford Avenue.

A diagram showing the external boundaries of Nebraska Park can be found in Appendix B of this report.

5.3 General Benefit

The Nebraska Park Improvements will confer both special and general benefits upon parcels within Nebraska Park. The City is required to quantify the general benefits, separate them from the special benefits, and fund that portion of the budget representing general benefit through sources other than assessments.

A General Benefit Separation and Quantification Analysis was prepared by NBS in April of 2017 that estimated the proportion of special and general benefits. The analysis resulted in an estimated 25.4% of general benefit. Therefore, this percentage of the total maintenance budget cannot be funded by the assessments.

5.4 Estimate of Costs

Below is an estimate of the costs needed to fund the Nebraska Park Improvements for Fiscal Year 2022/23:

Description	Estimated Amount
City Maintenance Costs [1]	$42,859.95
Contractor Costs [2]	14,700.00
Total Maintenance Costs	**$57,559.95**

County Costs [3]	$619.28
City Administrative Overhead [4]	11,236.05
Administrator Costs [5]	3,651.90
Fund Balance Adjustment [6]	21,362.41
Total Non-Maintenance Costs & Fund Adjustment	**$36,869.64**

Total Costs	**$94,429.59**

(1) Includes Salaries, Repair & Maintenance costs, and Utilities.

(2) Third-party maintenance services. Responsible for mowing and edging turf areas, maintaining flowerbeds, keeping hardscape areas clean, and keeping trees raised to contract heights.

(3) The County charges $200 per fund, plus $1 per parcel. Because of the County's policy of only allowing ten funds per agency, the City combines all but four districts into a single submittal file. As such, the $1 per parcel fee is charged directly to the applicable district, and the $200 fee is spread among the combined districts based on the proportion of parcels levied.

(4) Includes City overhead, liability, fire, and risk insurances.

(5) Costs of NBS to administer the district including preparation of the engineer's report, levy calculation, parcel data tracking, and handling property owner inquiries.

(6) If the fund balance shows a deficit, the amount to levy is increased up to the maximum.

5.5 Assessment Methodology and Rates

According to the original engineer's report, the costs are first divided proportionally among the assessable acreage and then equally among the assessable lots resulting from subdivision.

In July of 2008, a rate inflator was proposed to the property owners and a protest ballot proceeding was conducted by the City. The property owners approved the addition of the rate inflator. Accordingly, the maximum assessment rate increases annually by the lesser of cost or 5%.

The table below shows the current and prior year actual and maximum assessment rates:

Fiscal Year	Actual Rate [1]	Maximum Rate
2021/22	$186.61	$186.61
2022/23	190.34	195.94

[1] The actual levy will be an even amount, as required by the County.

The rates in the table above represent the lowest levy amount for a single-family residential (SFR) parcel in Nebraska Park. SFR parcels with this assessment represent the base benefit unit in order to maintain the proportionality established by the City through historical practice.

5.6 Assessment of the Estimated Costs

The table below shows the assessment of the estimated costs of the Nebraska Park Improvements:

Description	Estimated Amount
Total Estimated Costs	**$94,429.59**
General Benefit Percentage [1]	25.4%
Maintenance costs to be funded by Assessment	$42,939.72
Maintenance costs to be funded by Other Sources	14,620.23
Maintenance costs to be funded by District Reserves	0.00
Non-Maintenance Costs & Fund Adj. funded by Assessment	36,869.64
Assessable benefit units	419.28
Maximum Assessment Rate	$195.94
Maximum Assessment Revenue	82,154.07
Total Assessment Revenue Needed [2]	$79,809.36
Revenue Capacity / (Shortfall) [3]	2,344.71
Proposed Assessment Rate	190.34
Proposed Assessment Revenue Total	79,806.09
Total City contribution [4]	$14,620.23

[1] Percentage estimated in the General Benefit Separation and Quantification Analysis prepared by NBS.

[2] Only the special benefit portion of Maintenance Costs are funded through the assessment, but 100% of non-maintenance costs are funded through the assessment because these costs are attributed only to the district.

[3] The difference between the Maximum Assessment Revenue and the Total Assessment Revenue Needed. A shortfall (negative value) means that the special benefit portion of the budget cannot be fully funded by the assessments.

[4] The total amount to be contributed from non-assessment funds. Includes the general benefit portion of the budget, as well as any budget shortfall.

The assessment roll showing each parcel's proposed assessment amount can be found in Appendix A of this report.

5.7 Assessment Funds

Nebraska Park is projected to have a deficit balance of $21,501 on June 30, 2023, which includes a deficit balance of $43,480 from the prior fiscal year.

The City will contribute approximately $14,620 in non-assessment district funds to cover the 25.4% general benefit portion of the maintenance budget.

6. MARSHALL ACRES

Assessment District No. 93-01 – Marshall Acres ("Marshall Acres") was formed in 1993 pursuant to the Landscaping and Lighting Act of 1972. The boundaries and assessment methodology presented in this report were originally developed by the City.

6.1 Plans and Specifications

Below is a list of the improvements funded by the assessments levied upon the parcels in Marshall Acres:

- Landscaping strips along East Kamm Avenue and along South College Avenue
- Masonry walls along East Kamm Avenue and along South College Avenue
- Nine external streetlights (along East Kamm Avenue and South College Avenue) and 13 internal streetlights
- A park at the corner of East La Vista Avenue and South Wright Street
- A detention pond along South Wright Street

These improvements are collectively known as the "Marshall Acres Improvements". A map of these improvements can be found in Appendix C of this report.

6.2 Boundary Description & Diagram

Marshall Acres generally consists of property south of East Kamm Avenue, west of South College Avenue, and along both East Marshall Avenue and South Wright Street.

A diagram showing the external boundaries of Marshall Acres can be found in Appendix B of this report.

6.3 General Benefit

The Marshall Acres Improvements will confer both special and general benefits upon parcels within Marshall Acres. The City is required to quantify the general benefits, separate them from the special benefits, and fund that portion of the budget representing general benefit through sources other than assessments.

A General Benefit Separation and Quantification Analysis was prepared by NBS in April of 2017 that estimated the proportion of special and general benefits. The analysis resulted in an estimated 21.8% of general benefit. Therefore, this percentage of the total maintenance budget cannot be funded by the assessments.

6.4 Estimate of Costs

Below is an estimate of the costs needed to fund the Marshall Acres Improvements for Fiscal Year 2022/23:

Description	Estimated Amount
City Maintenance Costs [1]	$7,842.45
Contractor Costs [2]	2,835.00
Total Maintenance Costs	**$10,677.45**

County Costs [3]	$87.93
City Administrative Overhead [4]	1,750.35
Administrator Costs [5]	1,176.00
Fund Balance Adjustment [6]	3,869.55
Total Non-Maintenance Costs & Fund Adjustment	**$6,883.83**

Total Costs	**$17,561.28**

(1) Includes Salaries, Repair & Maintenance costs, and Utilities.

(2) Third-party maintenance services. Responsible for mowing and edging turf areas, maintaining flowerbeds, keeping hardscape areas clean, and keeping trees raised to contract heights.

(3) The County charges $200 per fund, plus $1 per parcel. Because of the County's policy of only allowing ten funds per agency, the City combines all but four districts into a single submittal file. As such, the $1 per parcel fee is charged directly to the applicable district, and the $200 fee is spread among the combined districts based on the proportion of parcels levied.

(4) Includes City overhead, liability, fire, and risk insurances.

(5) Costs of NBS to administer the district including preparation of the engineer's report, levy calculation, parcel data tracking, and handling property owner inquiries.

(6) If the fund balance shows a deficit, the amount to levy is increased up to the maximum.

6.5 Assessment Methodology and Rates

According to the original engineer's report, the costs are divided equally among the assessable lots.

In July of 2008, a rate inflator was proposed to the property owners and a protest ballot proceeding was conducted by the City. The property owners approved the addition of the rate inflator. Accordingly, the maximum assessment rate increases annually by the lesser of cost or 5%.

The table below shows the current and prior year actual and maximum assessment rates:

Fiscal Year	Actual Rate [1]	Maximum Rate
2021/22	$181.35	$181.35
2022/23	190.41	190.42

(1) The actual levy will be an even amount, as required by the County.

6.6 Assessment of the Estimated Costs

The table below shows the assessment of the estimated costs of the Marshall Acres Improvements:

Description	Estimated Amount
Total Estimated Costs	**$17,561.28**
General Benefit Percentage [1]	21.8%
Maintenance costs to be funded by Assessment	$8,349.77
Maintenance costs to be funded by Other Sources	2,327.68
Maintenance costs to be funded by District Reserves	0.00
Non-Maintenance Costs & Fund Adj. funded by Assessment	6,883.83
Assessable benefit units	80.00
Maximum Assessment Rate	$190.42
Maximum Assessment Revenue	15,233.60
Total Assessment Revenue Needed [2]	$15,233.60
Revenue Capacity / (Shortfall) [3]	0.00
Proposed Assessment Rate	190.41
Proposed Assessment Revenue Total	15,232.80
Total City contribution [4]	$2,327.68

(1) Percentage estimated in the General Benefit Separation and Quantification Analysis prepared by NBS.

(2) Only the special benefit portion of Maintenance Costs are funded through the assessment, but 100% of non-maintenance costs are funded through the assessment because these costs are attributed only to the district.

(3) The difference between the Maximum Assessment Revenue and the Total Assessment Revenue Needed. A shortfall (negative value) means that the special benefit portion of the budget cannot be fully funded by the assessments.

(4) The total amount to be contributed from non-assessment funds. Includes the general benefit portion of the budget, as well as any budget shortfall.

The assessment roll showing each parcel's proposed assessment amount can be found in Appendix A of this report.

6.7 Assessment Funds

Marshall Acres is projected to have a deficit balance of $89,835 on June 30, 2023, which reduces the deficit balance of $93,791 from the prior fiscal year.

The City will contribute approximately $2,327 in non-assessment district funds to cover the 21.8%general benefit portion of the maintenance budget.

7. TIERRA VISTA

Assessment District No. 95-01 – Tierra Vista ("Tierra Vista") was formed in 1995 pursuant to the Landscaping and Lighting Act of 1972. The boundaries and assessment methodology presented in this report were originally developed by the City.

7.1 Plans and Specifications

Below is a list of the improvements funded by the assessments levied upon the parcels in Tierra Vista:

- Landscaping strips along North Crawford Avenue on either side of East Gerald Avenue
- Masonry walls along North Crawford Avenue on either side of East Gerald Avenue
- One external (along North Crawford Avenue) and five internal (on East Gerald Ave, Cherie Ann Ave) streetlights

These improvements are collectively known as the "Tierra Vista Improvements". A map of these improvements can be found in Appendix C of this report.

7.2 Boundary Description & Diagram

Tierra Vista generally consists of property east of North Crawford Avenue along East Gerald Avenue and Cherie Ann Avenue.

A diagram showing the external boundaries of Tierra Vista can be found in Appendix B of this report.

7.3 General Benefit

The Tierra Vista Improvements will confer both special and general benefits upon parcels within Tierra Vista. The City is required to quantify the general benefits, separate them from the special benefits, and fund that portion of the budget representing general benefit through sources other than assessments.

A General Benefit Separation and Quantification Analysis was prepared by NBS in April of 2017 that estimated the proportion of special and general benefits. The analysis resulted in an estimated 9.5% of general benefit. Therefore, this percentage of the total maintenance budget cannot be funded by the assessments.

7.4 Estimate of Costs

Below is an estimate of the costs needed to fund the Tierra Vista Improvements for Fiscal Year 2022/23:

Description	Estimated Amount
City Maintenance Costs [1]	$2,420.25
Contractor Costs [2]	934.50
Total Maintenance Costs	**$3,354.75**

County Costs [3]	$32.98
City Administrative Overhead [4]	662.55
Administrator Costs [5]	1,155.00
Fund Balance Adjustment [6]	2,601.00
Total Non-Maintenance Costs & Fund Adjustment	**$4,451.53**

Total Costs	**$7,806.28**

(1) Includes Salaries, Repair & Maintenance costs, and Utilities.

(2) Third-party maintenance services. Responsible for mowing and edging turf areas, maintaining flowerbeds, keeping hardscape areas clean, and keeping trees raised to contract heights.

(3) The County charges $200 per fund, plus $1 per parcel. Because of the County's policy of only allowing ten funds per agency, the City combines all but four districts into a single submittal file. As such, the $1 per parcel fee is charged directly to the applicable district, and the $200 fee is spread among the combined districts based on the proportion of parcels levied.

(4) Includes City overhead, liability, fire, and risk insurances.

(5) Costs of NBS to administer the district including preparation of the engineer's report, levy calculation, parcel data tracking, and handling property owner inquiries.

(6) If the fund balance shows a deficit, the amount to levy is increased up to the maximum.

7.5 Assessment Methodology and Rates

According to the original engineer's report, the costs are divided equally among the assessable lots.

In July of 2008, a rate inflator was proposed to the property owners and a protest ballot proceeding was conducted by the City. The property owners approved the addition of the rate inflator. Accordingly, the maximum assessment rate increases annually by the lesser of cost or 5%.

The table below shows the current and prior year actual and maximum assessment rates:

Fiscal Year	Actual Rate [1]	Maximum Rate
2021/22	$249.58	$249.58
2022/23	249.58	262.06

(1) The actual levy will be an even amount, as required by the County.

7.6 Assessment of the Estimated Costs

The table below shows the assessment of the estimated costs of the Tierra Vista Improvements:

Description	Estimated Amount
Total Estimated Costs	**$7,806.28**
General Benefit Percentage [1]	9.5%
Maintenance costs to be funded by Assessment	$3,036.05
Maintenance costs to be funded by Other Sources	318.70
Maintenance costs to be funded by District Reserves	0.00
Non-Maintenance Costs & Fund Adj. funded by Assessment	4,451.53
Assessable benefit units	30.00
Maximum Assessment Rate	$262.06
Maximum Assessment Revenue	7,861.80
Total Assessment Revenue Needed [2]	$7,487.58
Revenue Capacity / (Shortfall) [3]	374.22
Proposed Assessment Rate	249.58
Proposed Assessment Revenue Total	7,487.40
Total City contribution [4]	$318.70

(1) Percentage estimated in the General Benefit Separation and Quantification Analysis prepared by NBS.

(2) Only the special benefit portion of Maintenance Costs are funded through the assessment, but 100% of non-maintenance costs are funded through the assessment because these costs are attributed only to the district.

(3) The difference between the Maximum Assessment Revenue and the Total Assessment Revenue Needed. A shortfall (negative value) means that the special benefit portion of the budget cannot be fully funded by the assessments.

(4) The total amount to be contributed from non-assessment funds. Includes the general benefit portion of the budget, as well as any budget shortfall.

The assessment roll showing each parcel's proposed assessment amount can be found in Appendix A of this report.

7.7 Assessment Funds

Tierra Vista is projected to have a deficit balance of $4,861 on June 30, 2023, which reduces the deficit balance of $7,495 from the prior fiscal year.

The City will contribute approximately $319 in non-assessment district funds to cover the 9.5% general benefit portion of the maintenance budget.

8. SIERRA HEIGHTS

Assessment District No. 95-02 – Sierra Heights ("Sierra Heights") was formed in 1995 pursuant to the Landscaping and Lighting Act of 1972. The boundaries and assessment methodology presented in this report were originally developed by the City.

8.1 Plans and Specifications

Below is a list of the improvements funded by the assessments levied upon the parcels in Sierra Heights:

- Landscaping along East Kamm Avenue
- A masonry wall along East Kamm Avenue
- Eight streetlights for Phase 1 and seven lights for Phase 2

These improvements are collectively known as the "Sierra Heights Improvements". A map of these improvements can be found in Appendix C of this report.

8.2 Boundary Description & Diagram

Sierra Heights generally consists of property along and south of Kamm Avenue, east of Alta Avenue, along and north of Lois Lane, along and west of Kimberly Avenue.

A diagram showing the external boundaries of Sierra Heights can be found in Appendix B of this report.

8.3 General Benefit

The Sierra Heights Improvements will confer both special and general benefits upon parcels within Sierra Heights. The City is required to quantify the general benefits, separate them from the special benefits, and fund that portion of the budget representing general benefit through sources other than assessments.

A General Benefit Separation and Quantification Analysis was prepared by NBS in April of 2017 that estimated the proportion of special and general benefits. The analysis resulted in an estimated 16.8% of general benefit. Therefore, this percentage of the total maintenance budget cannot be funded by the assessments.

8.4 Estimate of Costs

Below is an estimate of the costs needed to fund the Sierra Heights Improvements for Fiscal Year 2022/23:

Description	Estimated Amount
City Maintenance Costs [1]	$5,145.00
Contractor Costs [2]	4,095.00
Total Maintenance Costs	**$9,240.00**

County Costs [3]	$92.33
City Administrative Overhead [4]	1,646.40
Administrator Costs [5]	1,142.40
Fund Balance Adjustment [6]	5,069.40
Total Non-Maintenance Costs & Fund Adjustment	**$7,950.53**

Total Costs	**$17,190.53**

(1) Includes Salaries, Repair & Maintenance costs, and Utilities.

(2) Third-party maintenance services. Responsible for mowing and edging turf areas, maintaining flowerbeds, keeping hardscape areas clean, and keeping trees raised to contract heights.

(3) The County charges $200 per fund, plus $1 per parcel. Because of the County's policy of only allowing ten funds per agency, the City combines all but four districts into a single submittal file. As such, the $1 per parcel fee is charged directly to the applicable district, and the $200 fee is spread among the combined districts based on the proportion of parcels levied.

(4) Includes City overhead, liability, fire, and risk insurances.

(5) Costs of NBS to administer the district including preparation of the engineer's report, levy calculation, parcel data tracking, and handling property owner inquiries.

(6) If the fund balance shows a deficit, the amount to levy is increased up to the maximum.

8.5 Assessment Methodology and Rates

According to the original engineer's report, the costs are divided equally among the assessable lots.

In July of 2008, a rate inflator was proposed to the property owners and a protest ballot proceeding was conducted by the City. The property owners approved the addition of the rate inflator. Accordingly, the maximum assessment rate increases annually by the lesser of cost or 5%.

The table below shows the current and prior year actual and maximum assessment rates:

Fiscal Year	Actual Rate [1]	Maximum Rate
2021/22	$186.16	$186.16
2022/23	186.16	195.47

(1) The actual levy will be an even amount, as required by the County.

8.6 Assessment of the Estimated Costs

The table below shows the assessment of the estimated costs of the Sierra Heights Improvements:

Description	Estimated Amount
Total Estimated Costs	**$17,190.53**
General Benefit Percentage [1]	16.8%
Maintenance costs to be funded by Assessment	$7,687.68
Maintenance costs to be funded by Other Sources	1,552.32
Maintenance costs to be funded by District Reserves	0.00
Non-Maintenance Costs & Fund Adj. funded by Assessment	7,950.53
Assessable benefit units	84.00
Maximum Assessment Rate	$195.47
Maximum Assessment Revenue	16,419.48
Total Assessment Revenue Needed [2]	$15,638.21
Revenue Capacity / (Shortfall) [3]	781.27
Proposed Assessment Rate	186.16
Proposed Assessment Revenue Total	15,637.44
Total City contribution [4]	$1,552.32

(1) Percentage estimated in the General Benefit Separation and Quantification Analysis prepared by NBS.

(2) Only the special benefit portion of Maintenance Costs are funded through the assessment, but 100% of non-maintenance costs are funded through the assessment because these costs are attributed only to the district.

(3) The difference between the Maximum Assessment Revenue and the Total Assessment Revenue Needed. A shortfall (negative value) means that the special benefit portion of the budget cannot be fully funded by the assessments.

(4) The total amount to be contributed from non-assessment funds. Includes the general benefit portion of the budget, as well as any budget shortfall.

The assessment roll showing each parcel's proposed assessment amount can be found in Appendix A of this report.

8.7 Assessment Funds

Sierra Heights is projected to have a balance of $12,052 on June 30, 2023, which includes a carry-over balance of $6,891 from the prior fiscal year.

The City will contribute approximately $1,552 in non-assessment district funds to cover the 16.8% general benefit portion of the maintenance budget.

9. ALTA MISSION

Assessment District No. 98-01 – Alta Mission Estates ("Alta Mission") was formed in 1998 pursuant to the Landscaping and Lighting Act of 1972. The boundaries and assessment methodology presented in this report were originally developed by the City.

9.1 Plans and Specifications

Below is a list of the improvements funded by the assessments levied upon the parcels in Alta Mission:

- A landscaping strip along Alta Avenue
- A masonry wall along Alta Avenue and along the backside of the northernmost parcels in the district
- Three external (along Alta Avenue) and five internal (on Lois Lane, Payan Ave, Exie Lane) streetlights

These improvements are collectively known as the "Alta Mission Improvements". A map of these improvements can be found in Appendix C of this report.

9.2 Boundary Description & Diagram

Alta Mission generally consists of properties located along both sides of South Grace Lane, Kimberly Avenue, Lois Lane, Payan Avenue, and Exie Lane.

A diagram showing the external boundaries of Alta Mission can be found in Appendix B of this report.

9.3 General Benefit

The Alta Mission Improvements will confer both special and general benefits upon parcels within Alta Mission. The City is required to quantify the general benefits, separate them from the special benefits, and fund that portion of the budget representing general benefit through sources other than assessments.

A General Benefit Separation and Quantification Analysis was prepared by NBS in April of 2017 that estimated the proportion of special and general benefits. The analysis resulted in an estimated 21.3% of general benefit. Therefore, this percentage of the total maintenance budget cannot be funded by the assessments.

9.4 Estimate of Costs

Below is an estimate of the costs needed to fund the Alta Mission Improvements for Fiscal Year 2022/23:

Description	Estimated Amount
City Maintenance Costs [1]	$4,410.00
Contractor Costs [2]	1,627.50
Total Maintenance Costs	**$6,037.50**

County Costs [3]	$45.07
City Administrative Overhead [4]	875.70
Administrator Costs [5]	1,142.40
Fund Balance Adjustment [6]	0.00
Total Non-Maintenance Costs & Fund Adjustment	**$2,063.17**

Total Costs	**$8,100.67**

(1) Includes Salaries, Repair & Maintenance costs, and Utilities.

(2) Third-party maintenance services. Responsible for mowing and edging turf areas, maintaining flowerbeds, keeping hardscape areas clean, and keeping trees raised to contract heights.

(3) The County charges $200 per fund, plus $1 per parcel. Because of the County's policy of only allowing ten funds per agency, the City combines all but four districts into a single submittal file. As such, the $1 per parcel fee is charged directly to the applicable district, and the $200 fee is spread among the combined districts based on the proportion of parcels levied.

(4) Includes City overhead, liability, fire, and risk insurances.

(5) Costs of NBS to administer the district including preparation of the engineer's report, levy calculation, parcel data tracking, and handling property owner inquiries.

(6) If the fund balance shows a deficit, the amount to levy is increased up to the maximum.

9.5 Assessment Methodology and Rates

According to the original engineer's report, the costs are divided equally among the assessable lots.

In July of 2008, a rate inflator was proposed to the property owners and a protest ballot proceeding was conducted by the City. The property owners did not approve the addition of the rate inflator. As such, there is no rate inflator associated with Alta Mission.

The table below shows the current and prior year actual and maximum assessment rates:

Fiscal Year	Actual Rate [1]	Maximum Rate
2021/22	$125.00	$125.00
2022/23	125.00	125.00

(1) The actual levy will be an even amount, as required by the County.

9.6 Assessment of the Estimated Costs

The table below shows the assessment of the estimated costs of the Alta Mission Improvements:

Description	Estimated Amount
Total Estimated Costs	**$8,100.67**
General Benefit Percentage [1]	21.3%
Maintenance costs to be funded by Assessment	$4,751.51
Maintenance costs to be funded by Other Sources	1,285.99
Maintenance costs to be funded by District Reserves	0.00
Non-Maintenance Costs & Fund Adj. funded by Assessment	2,063.17
Assessable benefit units	41.00
Maximum Assessment Rate	$125.00
Maximum Assessment Revenue	5,125.00
Total Assessment Revenue Needed [2]	$6,814.68
Revenue Capacity / (Shortfall) [3]	(1,689.68)
Proposed Assessment Rate	125.00
Proposed Assessment Revenue Total	5,125.00
Total City contribution [4]	$2,975.67

(1) Percentage estimated in the General Benefit Separation and Quantification Analysis prepared by NBS.

(2) Only the special benefit portion of Maintenance Costs are funded through the assessment, but 100% of non-maintenance costs are funded through the assessment because these costs are attributed only to the district.

(3) The difference between the Maximum Assessment Revenue and the Total Assessment Revenue Needed. A shortfall (negative value) means that the special benefit portion of the budget cannot be fully funded by the assessments.

(4) The total amount to be contributed from non-assessment funds. Includes the general benefit portion of the budget, as well as any budget shortfall.

The assessment roll showing each parcel's proposed assessment amount can be found in Appendix A of this report.

9.7 Assessment Funds

Alta Mission is projected to have s deficit balance of $21,465 on June 30, 2023, which includes a deficit balance of $19,821 from the prior fiscal year.

The City will contribute approximately $1,285 in non-assessment district funds to cover the 21.3% general benefit portion of the maintenance budget, as well as the budget shortfall of approximately $1,690.

10. MORNINGSIDE PHASE 1

Assessment District No. 98-02 – Morningside Phase 1 ("Morningside Phase 1") was formed in 1998 pursuant to the Landscaping and Lighting Act of 1972. The boundaries and assessment methodology presented in this report were originally developed by the City.

10.1 Plans and Specifications

Below is a list of the improvements funded by the assessments levied upon the parcels in Morningside Phase 1:

- Masonry walls along Road 72 and along the back of those parcels to the south of West Adelaide Way
- A short masonry wall on top of which is wood fencing for those parcels adjacent to the detention basin and park along West Pamela Lane
- A detention basin on West Pamela Lane (shared funding with Morningside Phase 2)
- A turf area along West Pamela Lane (shared funding with Morningside Phase 2)
- 16 streetlights
- A chain-link fence around parcel 014-460-044 which is on Road 72 and is designated as "City of Dinuba Well Site" on the assessor's map
- Landscaping:
  - Two landscape strips along Road 72
  - A landscape strip along Road 72 next to the Well Site
  - A landscape strip along Road 72 next to the Dinuba Gas & Food Mart parcel
  - Three separate landscape strips along West El Monte Way in front of the commercial parcels
  - A landscape strip along the south and east sides of the Well Site parcel and along the back of the SFR parcels south of West Adelaide Way

These improvements are collectively known as the "Morningside Phase 1 Improvements". A map of these improvements can be found in Appendix C of this report.

10.2 Boundary Description & Diagram

Morningside Phase 1 generally consists of properties along West Pamela Lane (at Morningstar Drive), north of West El Monte Way, and properties along West Adelaide Way.

A diagram showing the external boundaries of Morningside Phase 1 can be found in Appendix B of this report.

10.3 General Benefit

The Morningside Phase 1 Improvements will confer both special and general benefits upon parcels within Morningside Phase 1. The City is required to quantify the general benefits, separate them from the special benefits, and fund that portion of the budget representing general benefit through sources other than assessments.

A General Benefit Separation and Quantification Analysis was prepared by NBS in April of 2017 that estimated the proportion of special and general benefits. The analysis resulted in an estimated 28.2% of general benefit. Therefore, this percentage of the total maintenance budget cannot be funded by the assessments.

10.4 Estimate of Costs

Below is an estimate of the costs needed to fund the Morningside Phase 1 Improvements for Fiscal Year 2022/23:

Description	Estimated Amount
City Maintenance Costs [1]	$7,854.00
Contractor Costs [2]	6,457.50
Total Maintenance Costs	**$14,311.50**

County Costs [3]	$52.76
City Administrative Overhead [4]	2,259.60
Administrator Costs [5]	1,142.40
Fund Balance Adjustment [6]	0.00
Total Non-Maintenance Costs & Fund Adjustment	**$3,454.76**

Total Costs	**$17,766.26**

(1) Includes Salaries, Repair & Maintenance costs, and Utilities.

(2) Third-party maintenance services. Responsible for mowing and edging turf areas, maintaining flowerbeds, keeping hardscape areas clean, and keeping trees raised to contract heights.

(3) The County charges $200 per fund, plus $1 per parcel. Because of the County's policy of only allowing ten funds per agency, the City combines all but four districts into a single submittal file. As such, the $1 per parcel fee is charged directly to the applicable district, and the $200 fee is spread among the combined districts based on the proportion of parcels levied.

(4) Includes City overhead, liability, fire, and risk insurances.

(5) Costs of NBS to administer the district including preparation of the engineer's report, levy calculation, parcel data tracking, and handling property owner inquiries.

(6) If the fund balance shows a deficit, the amount to levy is increased up to the maximum.

10.5 Assessment Methodology and Rates

According to the original engineer's report, the costs are divided equally among the assessable lots.

In July of 2008, a rate inflator was proposed to the property owners and a protest ballot proceeding was conducted by the City. The property owners did not approve the addition of the rate inflator. As such, there is no rate inflator associated with Morningside Phase 1.

The table below shows the current and prior year actual and maximum assessment rates:

Fiscal Year	Actual Rate [1]	Maximum Rate
2021/22	$170.18	$170.18
2022/23	170.18	170.18

[1] The actual levy will be an even amount, as required by the County.

10.6 Assessment of the Estimated Costs

The table below shows the assessment of the estimated costs of the Morningside Phase 1 Improvements:

Description	Estimated Amount
Total Estimated Costs	**$17,766.26**
General Benefit Percentage [1]	28.2%
Maintenance costs to be funded by Assessment	$10,275.66
Maintenance costs to be funded by Other Sources	4,035.84
Maintenance costs to be funded by District Reserves	0.00
Non-Maintenance Costs & Fund Adj. funded by Assessment	3,454.76
Assessable benefit units	48.00
Maximum Assessment Rate	$170.18
Maximum Assessment Revenue	8,168.64
Total Assessment Revenue Needed [2]	$13,730.42
Revenue Capacity / (Shortfall) [3]	(5,561.78)
Proposed Assessment Rate	170.18
Proposed Assessment Revenue Total	8,168.64
Total City contribution [4]	$9,597.62

(1) Percentage estimated in the General Benefit Separation and Quantification Analysis prepared by NBS.
(2) Only the special benefit portion of Maintenance Costs are funded through the assessment, but 100% of non-maintenance costs are funded through the assessment because these costs are attributed only to the district.
(3) The difference between the Maximum Assessment Revenue and the Total Assessment Revenue Needed. A shortfall (negative value) means that the special benefit portion of the budget cannot be fully funded by the assessments.
(4) The total amount to be contributed from non-assessment funds. Includes the general benefit portion of the budget, as well as any budget shortfall.

The assessment roll showing each parcel's proposed assessment amount can be found in Appendix A of this report.

10.7 Assessment Funds

Morningside Phase 1 is projected to have a deficit balance of $115,275 on June 30, 2023, which includes a deficit balance of $109,766 from the prior fiscal year.

The City will contribute approximately $4,035 in non-assessment district funds to cover the 28.2% general benefit portion of the maintenance budget, as well as the budget shortfall of approximately $5,561.

11. MORNINGSIDE PHASE 2

Assessment District No. 99-01 – Morningside Phase 2 ("Morningside Phase 2") was formed in 1999 pursuant to the Landscaping and Lighting Act of 1972. The boundaries and assessment methodology presented in this report were originally developed by the City.

11.1 Plans and Specifications

Below is a list of the improvements funded by the assessments levied upon the parcels in Morningside Phase 2:

- A masonry wall along Road 72 only along the west side of the first parcel north of West Kelly Drive (014-470-009)
- Landscaping along the masonry wall
- 12 streetlights
- A detention basin on West Pamela Lane (shared funding with Morningside Phase 1)
- A turf area along West Pamela Lane (shared funding with Morningside Phase 1)

These improvements are collectively known as the "Morningside Phase 2 Improvements". A map of these improvements can be found in Appendix C of this report.

11.2 Boundary Description & Diagram

Morningside Phase 2 generally consists of properties along West Kelley Drive, Quail Run Drive, Red Robin Drive, and Morningstar Drive.

A diagram showing the external boundaries of Morningside Phase 2 can be found in Appendix B of this report.

11.3 General Benefit

The Morningside Phase 2 Improvements will confer both special and general benefits upon parcels within Morningside Phase 2. The City is required to quantify the general benefits, separate them from the special benefits, and fund that portion of the budget representing general benefit through sources other than assessments.

A General Benefit Separation and Quantification Analysis was prepared by NBS in April of 2017 that estimated the proportion of special and general benefits. The analysis resulted in an estimated 17.2% of general benefit. Therefore, this percentage of the total maintenance budget cannot be funded by the assessments.

11.4 Estimate of Costs

Below is an estimate of the costs needed to fund the Morningside Phase 2 Improvements for Fiscal Year 2022/23:

Description	Estimated Amount
City Maintenance Costs [1]	$4,672.50
Contractor Costs [2]	2,992.50
Total Maintenance Costs	**$7,665.00**

County Costs [3]	$66.52
City Administrative Overhead [4]	1,228.50
Administrator Costs [5]	1,142.40
Fund Balance Adjustment [6]	0.00
Total Non-Maintenance Costs & Fund Adjustment	**$2,437.42**

Total Costs	**$10,102.42**

(1) Includes Salaries, Repair & Maintenance costs, and Utilities.

(2) Third-party maintenance services. Responsible for mowing and edging turf areas, maintaining flowerbeds, keeping hardscape areas clean, and keeping trees raised to contract heights.

(3) The County charges $200 per fund, plus $1 per parcel. Because of the County's policy of only allowing ten funds per agency, the City combines all but four districts into a single submittal file. As such, the $1 per parcel fee is charged directly to the applicable district, and the $200 fee is spread among the combined districts based on the proportion of parcels levied.

(4) Includes City overhead, liability, fire, and risk insurances.

(5) Costs of NBS to administer the district including preparation of the engineer's report, levy calculation, parcel data tracking, and handling property owner inquiries.

(6) If the fund balance shows a deficit, the amount to levy is increased up to the maximum.

11.5 Assessment Methodology and Rates

According to the original engineer's report, the costs are divided equally among the assessable lots. At the time of formation, there were 47 SFR parcels that were each assigned an equal assessment. Additionally, there was one large lot parcel (originally referred to as Lot 48) that was assigned a total assessment of $2,242.83. In 2008, Lot 48 was subdivided into 41 SFR lots. This was equal to an original rate per lot of $54.70. As compared to the original SFR parcels not part of Lot 48, the Lot 48 SFR parcels were levied a rate that was approximately 32.177% of the other SFR parcels. In Fiscal Year 2019/20, a parcel in the Lot 48 subdivision that was originally slated to be a park, became an SFR. That parcel was added to the district and levied at the same rate as the other 41 parcels in the subdivision. Accordingly, two different rates are applied to these two groups: 47 SFRs at the original rate with the escalation factor, and the Lot 48 subdivided parcels at approximately 32.177% of that rate.

The formation engineer's report for Morningside Phase 2 included an annual maximum rate inflator that is calculated using the same method for Proposition 13 taxation increases. The formula is based on the change in the California Statewide CPI as of October of each year, not to exceed 2%. The CPI increase was 5.56%, therefore the effective increase for Fiscal Year 2022/23 is 2%.

The table below shows the current and prior year actual and maximum assessment rates for the SFR parcels not originating from Lot 48:

Fiscal Year	Actual Rate [1][2]	Maximum Rate[2]
2021/22	$140.22	$244.27
2022/23	143.02	251.73

[1] The actual levy will be an even amount, as required by the County.

[2] The rate for Lot 48 parcels is 32.177% of the rate shown, or $46.01.

11.6 Assessment of the Estimated Costs

The table below shows the assessment of the estimated costs of the Morningside Phase 2 Improvements:

Description	Estimated Amount
Total Estimated Costs	**$10,102.42**
General Benefit Percentage [1]	17.2%
Maintenance costs to be funded by Assessment	$6,346.62
Maintenance costs to be funded by Other Sources	1,318.38
Maintenance costs to be funded by District Reserves	128.90
Non-Maintenance Costs & Fund Adj. funded by Assessment	2,437.42
Assessable benefit units [2]	60.51
Maximum Assessment Rate	$251.73
Maximum Assessment Revenue	15,233.22
Total Assessment Revenue Needed [3]	$8,655.14
Revenue Capacity / (Shortfall) [4]	6,578.08
Proposed Assessment Rate	143.02
Proposed Assessment Revenue Total	8,654.73
Total City contribution [5]	$1,318.38

[1] Percentage estimated in the General Benefit Separation and Quantification Analysis prepared by NBS.

[2] All parcels, except for Lot 48 parcels are equal to one benefit unit. Lot 48 parcels are equal to 32.176% units.

[3] Only the special benefit portion of Maintenance Costs are funded through the assessment, but 100% of non-maintenance costs are funded through the assessment because these costs are attributed only to the district.

[4] The difference between the Maximum Assessment Revenue and the Total Assessment Revenue Needed. A shortfall (negative value) means that the special benefit portion of the budget cannot be fully funded by the assessments.

[5] The total amount to be contributed from non-assessment funds. Includes the general benefit portion of the budget, as well as any budget shortfall.

The assessment roll showing each parcel's proposed assessment amount can be found in Appendix A of this report.

11.7 Assessment Funds

Morningside Phase 2 is projected to have a balance of $9,502 on June 30, 2023, which includes a carry-over balance of $9,565 from the prior fiscal year.

The City will contribute approximately $1,318 in non-assessment district funds to cover the 17.2% general benefit portion of the maintenance budget.

12. SUGAR PLUM/VILLAGIO

Assessment District No. 06-01 – Sugar Plum/Villagio ("Sugar Plum/Villagio") was formed in 2005 pursuant to the Landscaping and Lighting Act of 1972. The boundaries and assessment methodology presented in this report were originally developed by the City.

12.1 Plans and Specifications

Below is a list of the improvements funded by the assessments levied upon the parcels in Sugar Plum/Villagio:

- Landscaping along Saginaw Avenue and Road 72
- Masonry walls along Saginaw Avenue and Road 72
- 35 total streetlights (10 external along Road 72 & Saginaw Avenue and 25 internal)

These improvements are collectively known as the "Sugar Plum/Villagio Improvements". A map of these improvements can be found in Appendix C of this report.

12.2 Boundary Description & Diagram

Sugar Plum/Villagio generally consists of property located south of Saginaw Avenue, west of Road 72, and easterly bounded by properties along Vernazza Avenue.

A diagram showing the external boundaries of Sugar Plum/Villagio can be found in Appendix B of this report.

12.3 General Benefit

The Sugar Plum/Villagio Improvements will confer both special and general benefits upon parcels within Sugar Plum/Villagio. The City is required to quantify the general benefits, separate them from the special benefits, and fund that portion of the budget representing general benefit through sources other than assessments.

A General Benefit Separation and Quantification Analysis was prepared by NBS in April of 2017 that estimated the proportion of special and general benefits. The analysis resulted in an estimated 10.8% of general benefit. Therefore, this percentage of the total maintenance budget cannot be funded by the assessments.

12.4 Estimate of Costs

Below is an estimate of the costs needed to fund the Sugar Plum/Villagio Improvements for Fiscal Year 2022/23:

Description	Estimated Amount
City Maintenance Costs [1]	$15,634.50
Contractor Costs [2]	6,646.50
Total Maintenance Costs	**$22,281.00**

County Costs [3]	$157.18
City Administrative Overhead [4]	4,016.25
Administrator Costs [5]	2,362.50
Fund Balance Adjustment [6]	0.00
Total Non-Maintenance Costs & Fund Adjustment	**$6,535.93**

Total Costs	**$28,816.93**

(1) Includes Salaries, Repair & Maintenance costs, and Utilities.

(2) Third-party maintenance services. Responsible for mowing and edging turf areas, maintaining flowerbeds, keeping hardscape areas clean, and keeping trees raised to contract heights.

(3) The County charges $200 per fund, plus $1 per parcel. Because of the County's policy of only allowing ten funds per agency, the City combines all but four districts into a single submittal file. As such, the $1 per parcel fee is charged directly to the applicable district, and the $200 fee is spread among the combined districts based on the proportion of parcels levied.

(4) Includes City overhead, liability, fire, and risk insurances.

(5) Costs of NBS to administer the district including preparation of the engineer's report, levy calculation, parcel data tracking, and handling property owner inquiries.

(6) If the fund balance shows a deficit, the amount to levy is increased up to the maximum.

12.5 Assessment Methodology and Rates

According to the original engineer's report, the costs are divided equally among the assessable lots.

The formation engineer's report for Sugar Plum/Villagio included an annual maximum rate inflator that is calculated based on the change in the US City Average CPI-U as of December of each year. The effective increase for 2022/23 was 7.04%.

The table below shows the current and prior year actual and maximum assessment rates:

Fiscal Year	Actual Rate [1]	Maximum Rate
2021/22	$140.57	$250.20
2022/23	140.57	267.80

(1) The actual levy will be an even amount, as required by the County.

12.6 Assessment of the Estimated Costs

The table below shows the assessment of the estimated costs of the Sugar Plum/Villagio Improvements:

Description	Estimated Amount
Total Estimated Costs	**$28,816.93**
General Benefit Percentage [1]	10.8%
Maintenance costs to be funded by Assessment	$19,874.65
Maintenance costs to be funded by Other Sources	2,406.35
Maintenance costs to be funded by District Reserves	6,307.73
Non-Maintenance Costs & Fund Adj. funded by Assessment	6,535.93
Assessable benefit units	143.00
Maximum Assessment Rate	$267.80
Maximum Assessment Revenue	38,295.40
Total Assessment Revenue Needed [2]	$20,102.85
Revenue Capacity / (Shortfall) [3]	18,192.55
Proposed Assessment Rate	140.57
Proposed Assessment Revenue Total	20,101.51
Total City contribution [4]	$2,406.35

(1) Percentage estimated in the General Benefit Separation and Quantification Analysis prepared by NBS.

(2) Only the special benefit portion of Maintenance Costs are funded through the assessment, but 100% of non-maintenance costs are funded through the assessment because these costs are attributed only to the district.

(3) The difference between the Maximum Assessment Revenue and the Total Assessment Revenue Needed. A shortfall (negative value) means that the special benefit portion of the budget cannot be fully funded by the assessments.

(4) The total amount to be contributed from non-assessment funds. Includes the general benefit portion of the budget, as well as any budget shortfall.

The assessment roll showing each parcel's proposed assessment amount can be found in Appendix A of this report.

12.7 Assessment Funds

Sugar Plum/Villagio is projected to have a balance of $120,418 on June 30, 2023, which includes a carry-over balance of $126,570 from the prior fiscal year.

The City will contribute approximately $2,406 in non-assessment district funds to cover the 10.8% general benefit portion of the maintenance budget.

13. CITRUS HEIGHTS

Assessment District No. 06-02 – Citrus Heights ("Citrus Heights") was formed in 2005 pursuant to the Landscaping and Lighting Act of 1972. The boundaries and assessment methodology presented in this report were originally developed by the City.

13.1 Plans and Specifications

Below is a list of the improvements funded by the assessments levied upon the parcels in Citrus Heights:

- An alley between the two rows of parcels
- Six streetlights

These improvements are collectively known as the "Citrus Heights Improvements". A map of these improvements can be found in Appendix C of this report.

13.2 Boundary Description & Diagram

Citrus Heights generally consists of property along the alley and bordered by West Ventura Street to the north, South O Street to the east, West Mono Street to the South, and South P Street to the west.

A diagram showing the external boundaries of Citrus Heights can be found in Appendix B of this report.

13.3 General Benefit

The Citrus Heights Improvements will confer both special and general benefits upon parcels within Citrus Heights. The City is required to quantify the general benefits, separate them from the special benefits, and fund that portion of the budget representing general benefit through sources other than assessments.

A General Benefit Separation and Quantification Analysis was prepared by NBS in April of 2017 that estimated the proportion of special and general benefits. The analysis resulted in an estimated 32.7% of general benefit. Therefore, this percentage of the total maintenance budget cannot be funded by the assessments.

13.4 Estimate of Costs

Below is an estimate of the costs needed to fund the Citrus Heights Improvements for Fiscal Year 2022/23:

Description	Estimated Amount
City Maintenance Costs [1]	$945.00
Contractor Costs [2]	0.00
Total Maintenance Costs	**$945.00**

County Costs [3]	$17.59
City Administrative Overhead [4]	313.95
Administrator Costs [5]	1,142.40
Fund Balance Adjustment [6]	0.00
Total Non-Maintenance Costs & Fund Adjustment	**$1,473.94**

Total Costs	**$2,418.94**

(1) Includes Salaries, Repair & Maintenance costs, and Utilities.

(2) Third-party maintenance services. Responsible for mowing and edging turf areas, maintaining flowerbeds, keeping hardscape areas clean, and keeping trees raised to contract heights.

(3) The County charges $200 per fund, plus $1 per parcel. Because of the County's policy of only allowing ten funds per agency, the City combines all but four districts into a single submittal file. As such, the $1 per parcel fee is charged directly to the applicable district, and the $200 fee is spread among the combined districts based on the proportion of parcels levied.

(4) Includes City overhead, liability, fire, and risk insurances.

(5) Costs of NBS to administer the district including preparation of the engineer's report, levy calculation, parcel data tracking, and handling property owner inquiries.

(6) If the fund balance shows a deficit, the amount to levy is increased up to the maximum.

13.5 Assessment Methodology and Rates

According to the original engineer's report, the costs are divided equally among the assessable lots.

The formation engineer's report for Citrus Heights included an annual maximum rate inflator that is calculated based on the change in the US City Average CPI-U as of December of each year. The effective increase for 2022/23 was 7.04%.

The table below shows the current and prior year actual and maximum assessment rates:

Fiscal Year	Actual Rate [1]	Maximum Rate
2021/22	$125.75	$303.19
2022/23	125.75	324.53

(1) The actual levy will be an even amount, as required by the County.

13.6 Assessment of the Estimated Costs

The table below shows the assessment of the estimated costs of the Citrus Heights Improvements:

Description	Estimated Amount
Total Estimated Costs	**$2,418.94**
General Benefit Percentage [1]	32.7%
Maintenance costs to be funded by Assessment	$635.98
Maintenance costs to be funded by Other Sources	309.02
Maintenance costs to be funded by District Reserves	97.92
Non-Maintenance Costs & Fund Adj. funded by Assessment	1,473.94
Assessable benefit units	16.00
Maximum Assessment Rate	$324.53
Maximum Assessment Revenue	5,192.48
Total Assessment Revenue Needed [2]	$2,012.00
Revenue Capacity / (Shortfall) [3]	3,180.48
Proposed Assessment Rate	125.75
Proposed Assessment Revenue Total	2,012.00
Total City contribution [4]	$309.02

(1) Percentage estimated in the General Benefit Separation and Quantification Analysis prepared by NBS.

(2) Only the special benefit portion of Maintenance Costs are funded through the assessment, but 100% of non-maintenance costs are funded through the assessment because these costs are attributed only to the district.

(3) The difference between the Maximum Assessment Revenue and the Total Assessment Revenue Needed. A shortfall (negative value) means that the special benefit portion of the budget cannot be fully funded by the assessments.

(4) The total amount to be contributed from non-assessment funds. Includes the general benefit portion of the budget, as well as any budget shortfall.

The assessment roll showing each parcel's proposed assessment amount can be found in Appendix A of this report.

13.7 Assessment Funds

Citrus Heights is projected to have a balance of $20,565 on June 30, 2023, which is a slight reduction in the $20,646 balance from the prior fiscal year.

The City will contribute approximately $309 in non-assessment district funds to cover the 32.7% general benefit portion of the maintenance budget.

14. SIERRA VIEW

Assessment District No. 06-03 – Sierra View ("Sierra View") was formed in 2006 pursuant to the Landscaping and Lighting Act of 1972. The boundaries and assessment methodology presented in this report were originally developed by the City.

14.1 Plans and Specifications

Below is a list of the improvements funded by the assessments levied upon the parcels in Sierra View:

- Landscaping strips along North Crawford Avenue and around the detention pond
- A masonry wall along North Crawford Avenue
- One external streetlight along North Crawford Avenue and three internal streetlights along Lauren Avenue
- A detention pond at the corner of Lauren Avenue and Clora Ann Avenue

These improvements are collectively known as the "Sierra View Improvements". A map of these improvements can be found in Appendix C of this report.

14.2 Boundary Description & Diagram

Sierra View generally consists of property east of North Crawford Avenue and along Lauren Avenue.

A diagram showing the external boundaries of Sierra View can be found in Appendix B of this report.

14.3 General Benefit

The Sierra View Improvements will confer both special and general benefits upon parcels within Sierra View. The City is required to quantify the general benefits, separate them from the special benefits, and fund that portion of the budget representing general benefit through sources other than assessments.

A General Benefit Separation and Quantification Analysis was prepared by NBS in April of 2017 that estimated the proportion of special and general benefits. The analysis resulted in an estimated 9.9% of general benefit. Therefore, this percentage of the total maintenance budget cannot be funded by the assessments.

14.4 Estimate of Costs

Below is an estimate of the costs needed to fund the Sierra View Improvements for Fiscal Year 2022/23:

Description	Estimated Amount
City Maintenance Costs [1]	$3,150.00
Contractor Costs [2]	0.00
Total Maintenance Costs	**$3,150.00**

County Costs [3]	$27.48
City Administrative Overhead [4]	585.90
Administrator Costs [5]	1,137.15
Fund Balance Adjustment [6]	1,620.25
Total Non-Maintenance Costs & Fund Adjustment	**$3,370.78**

Total Costs	**$6,520.78**

(1) Includes Salaries, Repair & Maintenance costs, and Utilities.

(2) Third-party maintenance services. Responsible for mowing and edging turf areas, maintaining flowerbeds, keeping hardscape areas clean, and keeping trees raised to contract heights.

(3) The County charges $200 per fund, plus $1 per parcel. Because of the County's policy of only allowing ten funds per agency, the City combines all but four districts into a single submittal file. As such, the $1 per parcel fee is charged directly to the applicable district, and the $200 fee is spread among the combined districts based on the proportion of parcels levied.

(4) Includes City overhead, liability, fire, and risk insurances.

(5) Costs of NBS to administer the district including preparation of the engineer's report, levy calculation, parcel data tracking, and handling property owner inquiries.

(6) If the fund balance shows a deficit, the amount to levy is increased up to the maximum.

14.5 Assessment Methodology and Rates

According to the original engineer's report, the costs are divided equally among the assessable lots.

The formation engineer's report for Sierra View included an annual maximum rate inflator that is calculated based on the change in the US City Average CPI-U as of December of each year. The effective increase for 2022/23 was 7.04%.

The table below shows the current and prior year actual and maximum assessment rates:

Fiscal Year	Actual Rate [1]	Maximum Rate
2021/22	$243.49	$243.50
2022/23	248.35	260.64

(1) The actual levy will be an even amount, as required by the County.

14.6 Assessment of the Estimated Costs

The table below shows the assessment of the estimated costs of the Sierra View Improvements:

Description	Estimated Amount
Total Estimated Costs	**$6,520.78**
General Benefit Percentage [1]	9.9%
Maintenance costs to be funded by Assessment	$2,838.15
Maintenance costs to be funded by Other Sources	311.85
Maintenance costs to be funded by District Reserves	0.00
Non-Maintenance Costs & Fund Adj. funded by Assessment	3,370.78
Assessable benefit units	25.00
Maximum Assessment Rate	$260.64
Maximum Assessment Revenue	6,516.00
Total Assessment Revenue Needed [2]	$6,208.93
Revenue Capacity / (Shortfall) [3]	307.07
Proposed Assessment Rate	248.35
Proposed Assessment Revenue Total	6,208.75
Total City contribution [4]	$311.85

(1) Percentage estimated in the General Benefit Separation and Quantification Analysis prepared by NBS.

(2) Only the special benefit portion of Maintenance Costs are funded through the assessment, but 100% of non-maintenance costs are funded through the assessment because these costs are attributed only to the district.

(3) The difference between the Maximum Assessment Revenue and the Total Assessment Revenue Needed. A shortfall (negative value) means that the special benefit portion of the budget cannot be fully funded by the assessments.

(4) The total amount to be contributed from non-assessment funds. Includes the general benefit portion of the budget, as well as any budget shortfall.

(5) The assessment roll showing each parcel's proposed assessment amount can be found in Appendix A of this report.

14.7 Assessment Funds

Sierra View is projected to have a deficit balance of $1,150 on June 30, 2023, which reduces the deficit of $2,798 from the prior fiscal year.

The City will contribute approximately $312 in non-assessment district funds to cover the 9.9% general benefit portion of the maintenance budget.

15. STONY CREEK

Assessment District No. 06-04 – Stony Creek ("Stony Creek") was formed in 2006 pursuant to the Landscaping and Lighting Act of 1972. The boundaries and assessment methodology presented in this report were originally developed by the City.

15.1 Plans and Specifications

Below is a list of the improvements funded by the assessments levied upon the parcels in Stony Creek:

- A landscaping strip along East Kamm Avenue
- A masonry wall along East Kamm Avenue
- One streetlight along East Kamm Avenue and three along South Greene Avenue

These improvements are collectively known as the "Stony Creek Improvements". A map of these improvements can be found in Appendix C of this report.

15.2 Boundary Description & Diagram

Stony Creek generally consists of property south of East Kamm Avenue, west of South Greene Avenue, and north of the intersection of South Greene Avenue and Grace Lane.

A diagram showing the external boundaries of Stony Creek can be found in Appendix B of this report.

15.3 General Benefit

The Stony Creek Improvements will confer both special and general benefits upon parcels within Stony Creek. The City is required to quantify the general benefits, separate them from the special benefits, and fund that portion of the budget representing general benefit through sources other than assessments.

A General Benefit Separation and Quantification Analysis was prepared by NBS in April of 2017 that estimated the proportion of special and general benefits. The analysis resulted in an estimated 34.6% of general benefit. Therefore, this percentage of the total maintenance budget cannot be funded by the assessments.

15.4 Estimate of Costs

Below is an estimate of the costs needed to fund the Stony Creek Improvements for Fiscal Year 2022/23:

Description	Estimated Amount
City Maintenance Costs [1]	$2,055.70
Contractor Costs [2]	0.00
Total Maintenance Costs	**$2,055.70**

County Costs [3]	$12.09
City Administrative Overhead [4]	148.05
Administrator Costs [5]	1,139.25
Fund Balance Adjustment [6]	0.00
Total Non-Maintenance Costs & Fund Adjustment	**$1,299.39**

Total Costs	**$3,355.09**

(1) Includes Salaries, Repair & Maintenance costs, and Utilities.

(2) Third-party maintenance services. Responsible for mowing and edging turf areas, maintaining flowerbeds, keeping hardscape areas clean, and keeping trees raised to contract heights.

(3) The County charges $200 per fund, plus $1 per parcel. Because of the County's policy of only allowing ten funds per agency, the City combines all but four districts into a single submittal file. As such, the $1 per parcel fee is charged directly to the applicable district, and the $200 fee is spread among the combined districts based on the proportion of parcels levied.

(4) Includes City overhead, liability, fire, and risk insurances.

(5) Costs of NBS to administer the district including preparation of the engineer's report, levy calculation, parcel data tracking, and handling property owner inquiries.

(6) If the fund balance shows a deficit, the amount to levy is increased up to the maximum.

15.5 Assessment Methodology and Rates

According to the original engineer's report, the costs are divided equally among the assessable lots.

The formation engineer's report for Stony Creek included an annual maximum rate inflator that is calculated based on the change in the US City Average CPI-U as of December of each year. The effective increase for 2022/23 was 7.04%.

The table below shows the current and prior year actual and maximum assessment rates:

Fiscal Year	Actual Rate [1]	Maximum Rate
2021/22	$140.11	$261.20
2022/23	149.91	279.58

(1) The actual levy will be an even amount, as required by the County.

15.6 Assessment of the Estimated Costs

The table below shows the assessment of the estimated costs of the Stony Creek Improvements:

Description	Estimated Amount
Total Estimated Costs	**$3,355.09**
General Benefit Percentage [1]	34.6%
Maintenance costs to be funded by Assessment	$1,344.43
Maintenance costs to be funded by Other Sources	711.27
Maintenance costs to be funded by District Reserves	1,121.78
Non-Maintenance Costs & Fund Adj. funded by Assessment	1,426.37
Assessable benefit units	11.00
Maximum Assessment Rate	$279.58
Maximum Assessment Revenue	3,075.38
Total Assessment Revenue Needed [2]	1,649.02
Revenue Capacity / (Shortfall) [3]	1,426.36
Proposed Assessment Rate	149.91
Proposed Assessment Revenue Total	1,649.01
Total City contribution [4]	$711.27

(1) Percentage estimated in the General Benefit Separation and Quantification Analysis prepared by NBS.

(2) Only the special benefit portion of Maintenance Costs are funded through the assessment, but 100% of non-maintenance costs are funded through the assessment because these costs are attributed only to the district.

(3) The difference between the Maximum Assessment Revenue and the Total Assessment Revenue Needed. A shortfall (negative value) means that the special benefit portion of the budget cannot be fully funded by the assessments.

(4) The total amount to be contributed from non-assessment funds. Includes the general benefit portion of the budget, as well as any budget shortfall.

The assessment roll showing each parcel's proposed assessment amount can be found in Appendix A of this report.

15.7 Assessment Funds

Stony Creek is projected to have a balance of $3,690 on June 30, 2023, which is a reduction in the $4,672 balance from the prior fiscal year.

The City will contribute approximately $711 in non-assessment district funds to cover the 34.6% general benefit portion of the maintenance budget.

16. PARKSIDE/MUIRFIELD

Assessment District No. 08-01 – Parkside/Muirfield ("Parkside/Muirfield") was formed in 2008 pursuant to the Landscaping and Lighting Act of 1972. The boundaries and assessment methodology presented in this report were originally developed by the City.

16.1 Plans and Specifications

Below is a list of the improvements funded by the assessments levied upon the parcels in Parkside/Muirfield:

- Landscaping strips along Sierra Way, South Crawford Avenue, San Antonio Avenue at the entrance of the Parkside subdivision, and the perimeter of the Muirfield detention basin along Roosevelt Way/Kimes Avenue
- Four landscaped medians along El Paso Avenue, one landscaped median along San Antonio Avenue at the entrance to Parkside, and a roundabout at the intersection of Laredo Street and San Antonio Avenue
- Masonry walls along Sierra Way, South Crawford Avenue, and to the rear of four parcels on Odessa Street where the Phase 1 subdivision of Parkside ends
- 20 streetlights for the Parkside subdivision and 51 streetlights for the Muirfield subdivision
- A detention pond in Muirfield Phase 1 along Roosevelt Way and another to the west of Parkside with frontage along the railroad tracks
- A park in Muirfield Phase 2 along Cameron Way

These improvements are collectively known as the "Parkside/Muirfield Improvements". A map of these improvements can be found in Appendix C of this report.

16.2 Boundary Description & Diagram

Parkside/Muirfield is generally located south of Golden Way, west of Crawford Avenue, and east of the Union Pacific Railroad tracks. Muirfield I and II is generally located south of Sierra Way, east of Crawford Avenue, and north of the City's KC Vista Park (north of Kamm Avenue).

A diagram showing the external boundaries of Parkside/Muirfield can be found in Appendix B of this report.

16.3 General Benefit

The Parkside/Muirfield Improvements will confer both special and general benefits upon parcels within Parkside/Muirfield. The City is required to quantify the general benefits, separate them from the special benefits, and fund that portion of the budget representing general benefit through sources other than assessments.

A General Benefit Separation and Quantification Analysis was prepared by NBS in April of 2017 that estimated the proportion of special and general benefits. The analysis resulted in an estimated 14.9% of general benefit. Therefore, this percentage of the total maintenance budget cannot be funded by the assessments.

16.4 Estimate of Costs

Below is an estimate of the costs needed to fund the Parkside/Muirfield Improvements for Fiscal Year 2022/23:

Description	Estimated Amount
City Maintenance Costs [1]	$41,999.04
Contractor Costs [2]	10,918.00
Total Maintenance Costs	**$52,917.04**

County Costs [3]	$556.00
City Administrative Overhead [4]	16,017.53
Administrator Costs [5]	3,502.00
Fund Balance Adjustment [6]	1,352.80
Total Non-Maintenance Costs & Fund Adjustment	**$21,428.33**

Total Costs	**$74,345.37**

(1) Includes Salaries, Repair & Maintenance costs, and Utilities.

(2) Third-party maintenance services. Responsible for mowing and edging turf areas, maintaining flowerbeds, keeping hardscape areas clean, and keeping trees raised to contract heights.

(3) The County charges $200 per fund, plus $1 per parcel. Because of the County's policy of only allowing ten funds per agency, the City combines all but four districts into a single submittal file. As such, the $1 per parcel fee is charged directly to the applicable district, and the $200 fee is spread among the combined districts based on the proportion of parcels levied.

(4) Includes City overhead, liability, fire, and risk insurances.

(5) Costs of NBS to administer the district including preparation of the engineer's report, levy calculation, parcel data tracking, and handling property owner inquiries.

(6) If the fund balance shows a deficit, the amount to levy is increased up to the maximum.

16.5 Assessment Methodology and Rates

According to the original engineer's report, the costs are divided equally among the assessable lots.

The formation engineer's report for Parkside/Muirfield included an annual maximum rate inflator that is calculated based on the change in the US City Average CPI-U as of December of each year. The effective increase for 2022/23 was 7.04%.

The table below shows the current and prior year actual and maximum assessment rates:

Fiscal Year	Actual Rate [1]	Maximum Rate
2021/22	$186.68	$455.14
2022/23	186.68	487.16

(1) The actual levy will be an even amount, as required by the County.

16.6 Assessment of the Estimated Costs

The table below shows the assessment of the estimated costs of the Parkside/Muirfield Improvements:

Description	Estimated Amount
Total Estimated Costs	**$74,345.37**
General Benefit Percentage [1]	14.9%
Maintenance costs to be funded by Assessment	$45,032.40
Maintenance costs to be funded by Other Sources	7,884.64
Maintenance costs to be funded by District Reserves	0.00
Non-Maintenance Costs & Fund Adj. funded by Assessment	21,428.33
Assessable benefit units	356.00
Maximum Assessment Rate	$487.16
Maximum Assessment Revenue	173,428.96
Total Assessment Revenue Needed [2]	$66,460.73
Revenue Capacity / (Shortfall) [3]	106,968.23
Proposed Assessment Rate	186.68
Proposed Assessment Revenue Total	66,458.08
Total City contribution [4]	$7,884.64

(1) Percentage estimated in the General Benefit Separation and Quantification Analysis prepared by NBS.

(2) Only the special benefit portion of Maintenance Costs are funded through the assessment, but 100% of non-maintenance costs are funded through the assessment because these costs are attributed only to the district.

(3) The difference between the Maximum Assessment Revenue and the Total Assessment Revenue Needed. A shortfall (negative value) means that the special benefit portion of the budget cannot be fully funded by the assessments.

(4) The total amount to be contributed from non-assessment funds. Includes the general benefit portion of the budget, as well as any budget shortfall.

The assessment roll showing each parcel's proposed assessment amount can be found in Appendix A of this report.

16.7 Assessment Funds

Parkside/Muirfield is projected to have a balance of $114,345 on June 30, 2023, which includes a carry-over balance of $112,439 from the prior fiscal year.

The City will contribute approximately $7,885 in non-assessment district funds to cover the 14.9% general benefit portion of the maintenance budget.

17. VISCAYA

Assessment District No. 09-01 – Viscaya ("Viscaya") was formed in 2010 pursuant to the Landscaping and Lighting Act of 1972. The boundaries and assessment methodology presented in this report were originally developed by the City.

17.1 Plans and Specifications

Below is a list of the improvements funded by the assessments levied upon the parcels in Viscaya:

- Masonry walls along Viscaya Ave/ Parkway, along Saginaw Avenue, and along Euclid Avenue
- Landscaping along Viscaya Ave/ Parkway, along Saginaw Avenue, and along the north side of Rosemary Avenue just east of Viscaya Parkway
- A detention basin that runs along the west side of the subdivision, with a chain link fence
- 97 streetlights

These improvements are collectively known as the "Viscaya Improvements." A map of these improvements can be found in Appendix C of this report.

17.2 Boundary Description & Diagram

Viscaya generally consists of property northeast of North Alice Street, south of Rosemary Avenue, east of Lavender Avenue, south of Avenue 424, west of Viscaya Parkway, along and south of Rosemary Avenue, west of Timothy Avenue, along and south of Bellis Avenue, west of North Euclid Avenue, and north of a seven (7) acre lot (north of West Bloomingdale Avenue).

A diagram showing the external boundaries of Viscaya can be found in Appendix B of this report.

17.3 General Benefit

The Viscaya Improvements will confer both special and general benefits upon parcels within Viscaya. The City is required to quantify the general benefits, separate them from the special benefits, and fund that portion of the budget representing general benefit through sources other than assessments.

A General Benefit Separation and Quantification Analysis was prepared by NBS in April of 2017 that estimated the proportion of special and general benefits. The analysis resulted in an estimated 3.9% of general benefit. Therefore, this percentage of the total maintenance budget cannot be funded by the assessments.

17.4 Estimate of Costs

Below is an estimate of the costs needed to fund the Viscaya Improvements for Fiscal Year 2022/23:

Description	Estimated Amount
City Maintenance Costs [1]	$78,567.30
Contractor Costs [2]	32,550.00
Total Maintenance Costs	**$111,117.30**

County Costs [3]	$601.00
City Administrative Overhead [4]	23,337.30
Administrator Costs [5]	3,570.00
Fund Balance Adjustment [6]	0.00
Total Non-Maintenance Costs & Fund Adjustment	**$27,508.30**

Total Costs	**$138,625.60**

(1) Includes Salaries, Repair & Maintenance costs, and Utilities.

(2) Third-party maintenance services. Responsible for mowing and edging turf areas, maintaining flowerbeds, keeping hardscape areas clean, and keeping trees raised to contract heights.

(3) The County charges $200 per fund, plus $1 per parcel. Because of the County's policy of only allowing ten funds per agency, the City combines all but four districts into a single submittal file. As such, the $1 per parcel fee is charged directly to the applicable district, and the $200 fee is spread among the combined districts based on the proportion of parcels levied.

(4) Includes City overhead, liability, fire, and risk insurances.

(5) Costs of NBS to administer the district including preparation of the engineer's report, levy calculation, parcel data tracking, and handling property owner inquiries.

(6) If the fund balance shows a deficit, the amount to levy is increased up to the maximum.

17.5 Assessment Methodology and Rates

According to the original engineer's report, the costs are divided equally among the "equivalent residential units". Historically, the City has applied the same rate to single-family residential units and multi-family residential units.

The formation engineer's report for Viscaya included an annual maximum rate inflator that is calculated based on the change in the US City Average CPI-U as of December of each year. The effective increase for 2022/23 was 7.04%.

The table below shows the current and prior year actual and maximum assessment rates:

Fiscal Year	Actual Rate [1]	Maximum Rate
2021/22	$312.54	$524.69
2022/23	312.54	561.61

(1) The actual levy will be an even amount, as required by the County.

17.6 Assessment of the Estimated Costs

The table below shows the assessment of the estimated costs of the Viscaya Improvements:

Description	Estimated Amount
Total Estimated Costs	**$138,625.60**
General Benefit Percentage [1]	3.9%
Maintenance costs to be funded by Assessment	$106,783.73
Maintenance costs to be funded by Other Sources	4,333.57
Maintenance costs to be funded by District Reserves	8,962.35
Non-Maintenance Costs & Fund Adj. funded by Assessment	27,508.30
Assessable benefit units	401.00
Maximum Assessment Rate	$561.61
Maximum Assessment Revenue	225,205.61
Total Assessment Revenue Needed [2]	$125,329.68
Revenue Capacity / (Shortfall) [3]	99,875.93
Proposed Assessment Rate	312.54
Proposed Assessment Revenue Total	125,328.54
Total City contribution [4]	$4,333.57

(1) Percentage estimated in the General Benefit Separation and Quantification Analysis prepared by NBS.

(2) Only the special benefit portion of Maintenance Costs are funded through the assessment, but 100% of non-maintenance costs are funded through the assessment because these costs are attributed only to the district.

(3) The difference between the Maximum Assessment Revenue and the Total Assessment Revenue Needed. A shortfall (negative value) means that the special benefit portion of the budget cannot be fully funded by the assessments.

(4) The total amount to be contributed from non-assessment funds. Includes the general benefit portion of the budget, as well as any budget shortfall.

The assessment roll showing each parcel's proposed assessment amount can be found in Appendix A of this report.

17.7 Assessment Funds

Viscaya is projected to have a balance of $68,476 on June 30, 2023, which is a reduction in the $76,839 balance from the prior fiscal year.

The City will contribute approximately $4,334 in non-assessment district funds to cover the 3.9% general benefit portion of the maintenance budget.

18. LINCOLN/MCKINLEY

Assessment District No. 10-02 – Lincoln/McKinley Estates ("Lincoln/McKinley") was formed in 2010 pursuant to the Landscaping and Lighting Act of 1972. The boundaries and assessment methodology presented in this report were originally developed by the City.

18.1 Plans and Specifications

Below is a list of the improvements funded by the assessments levied upon the parcels in Lincoln/McKinley:

- Paved path connecting Lincoln Avenue and McKinley Avenue
- Landscaping on either side of the path

These improvements are collectively known as the "Lincoln/McKinley Improvements". A map of these improvements can be found in Appendix C of this report.

18.2 Boundary Description & Diagram

Lincoln/McKinley generally consists of property east of North Lincoln Avenue, along the alleyway between North Lincoln Avenue and North McKinley Avenue, and west of North McKinley Avenue.

A diagram showing the external boundaries of Lincoln/McKinley can be found in Appendix B of this report.

18.3 General Benefit

The Lincoln/McKinley Improvements will confer both special and general benefits upon parcels within Lincoln/McKinley. The City is required to quantify the general benefits, separate them from the special benefits, and fund that portion of the budget representing general benefit through sources other than assessments.

A General Benefit Separation and Quantification Analysis was prepared by NBS in April of 2017 that estimated the proportion of special and general benefits. The analysis resulted in an estimated 29.1% of general benefit. Therefore, this percentage of the total maintenance budget cannot be funded by the assessments.

18.4 Estimate of Costs

Below is an estimate of the costs needed to fund the Lincoln/McKinley Improvements for Fiscal Year 2022/23:

Description	Estimated Amount
City Maintenance Costs [1]	$1,060.50
Contractor Costs [2]	105.00
Total Maintenance Costs	**$1,165.50**

County Costs [3]	$16.49
City Administrative Overhead [4]	455.70
Administrator Costs [5]	1,139.25
Fund Balance Adjustment [6]	2,691.90
Total Non-Maintenance Costs & Fund Adjustment	**$4,303.34**

Total Costs	**$5,468.84**

(1) Includes Salaries, Repair & Maintenance costs, and Utilities.

(2) Third-party maintenance services. Responsible for mowing and edging turf areas, maintaining flowerbeds, keeping hardscape areas clean, and keeping trees raised to contract heights.

(3) The County charges $200 per fund, plus $1 per parcel. Because of the County's policy of only allowing ten funds per agency, the City combines all but four districts into a single submittal file. As such, the $1 per parcel fee is charged directly to the applicable district, and the $200 fee is spread among the combined districts based on the proportion of parcels levied.

(4) Includes City overhead, liability, fire, and risk insurances.

(5) Costs of NBS to administer the district including preparation of the engineer's report, levy calculation, parcel data tracking, and handling property owner inquiries.

(6) If the fund balance shows a deficit, the amount to levy is increased up to the maximum.

18.5 Assessment Methodology and Rates

According to the original engineer's report, the costs are divided equally among "equivalent residential units".

The formation engineer's report for Lincoln/McKinley included an annual rate inflator that is calculated based on the change in the US City Average CPI-U as of December of each year. The effective increase for 2022/23 was 7.04%.

The table below shows the current and prior year actual and maximum assessment rates:

Fiscal Year	Actual Rate [1]	Maximum Rate
2021/22	$319.60	$342.43
2022/23	332.38	366.53

(1) The actual levy will be an even amount, as required by the County.

18.6 Assessment of the Estimated Costs

The table below shows the assessment of the estimated costs of the Lincoln/McKinley Improvements:

Description	Estimated Amount
Total Estimated Costs	**$5,324.99**
General Benefit Percentage [1]	29.1%
Maintenance costs to be funded by Assessment	$826.34
Maintenance costs to be funded by Other Sources	339.16
Maintenance costs to be funded by District Reserves	0.00
Non-Maintenance Costs & Fund Adj. funded by Assessment	4,159.49
Assessable benefit units	15.00
Maximum Assessment Rate	$366.53
Maximum Assessment Revenue	5,497.95
Total Assessment Revenue Needed [2]	$4,985.83
Revenue Capacity / (Shortfall) [3]	512.12
Proposed Assessment Rate	332.38
Proposed Assessment Revenue Total	4,985.70
Total City contribution [4]	$339.16

(1) Percentage estimated in the General Benefit Separation and Quantification Analysis prepared by NBS.

(2) Only the special benefit portion of Maintenance Costs are funded through the assessment, but 100% of non-maintenance costs are funded through the assessment because these costs are attributed only to the district.

(3) The difference between the Maximum Assessment Revenue and the Total Assessment Revenue Needed. A shortfall (negative value) means that the special benefit portion of the budget cannot be fully funded by the assessments.

(4) The total amount to be contributed from non-assessment funds. Includes the general benefit portion of the budget, as well as any budget shortfall.

The assessment roll showing each parcel's proposed assessment amount can be found in Appendix A of this report.

18.7 Assessment Funds

Lincoln/McKinley is projected to have a deficit balance of approximately $4,798 on June 30, 2023, which reduces the prior year deficit of $7,362.

The City will contribute approximately $339 in non-assessment district funds to cover the 29.1% general benefit portion of the maintenance budget.

19. PARKSIDE VILLAGE 2 & 3

Parkside Village Unit Nos. 2 and 3 Landscape and Lighting Assessment District ("Parkside Village") was formed in 2015 pursuant to the Landscaping and Lighting Act of 1972.

19.1 Plans and Specifications

Below is a list of the improvements funded by the assessments levied upon the parcels in Parkside Village:

- Landscaping strips along East Kamm Avenue and Laredo Street
- Concrete masonry unit (CMU) fencing
- A detention basin to the northwest of the district
- 22 streetlights located throughout the local and arterial streets within the district

These improvements are collectively known as the "Parkside Village Improvements". A map of these improvements can be found in Appendix C of this report.

19.2 Boundary Description & Diagram

Parkside Village generally consists of property located north of East Kamm Avenue, south of San Antonio Avenue, east of the Union Pacific Railroad, and west of South Crawford Avenue.

A diagram showing the external boundaries of Parkside Village can be found in Appendix B of this report.

19.3 General Benefit

The Parkside Village Improvements will confer both special and general benefits upon parcels within Parkside Village. The City is required to quantify the general benefits, separate them from the special benefits, and fund that portion of the budget representing general benefit through sources other than assessments.

A General Benefit Separation and Quantification Analysis was prepared by NBS in April of 2017 that estimated the proportion of special and general benefits. The analysis resulted in an estimated 9.1% of general benefit. Therefore, this percentage of the total maintenance budget cannot be funded by the assessments.

19.4 Estimate of Costs

Below is an estimate of the costs needed to fund the Parkside Village Improvements for Fiscal Year 2022/23:

Description	Estimated Amount
City Maintenance Costs [1]	$34,401.15
Contractor Costs [2]	4,872.00
Total Maintenance Costs	**$39,273.15**

County Costs [3]	$322.00
City Administrative Overhead [4]	10,292.10
Administrator Costs [5]	1,139.25
Fund Balance Adjustment [6]	0.00
Total Non-Maintenance Costs & Fund Adjustment	**$11,753.35**

Total Costs	**$51,026.50**

(1) Includes Salaries, Repair & Maintenance costs, and Utilities.

(2) Third-party maintenance services. Responsible for mowing and edging turf areas, maintaining flowerbeds, keeping hardscape areas clean, and keeping trees raised to contract heights.

(3) The County charges $200 per fund, plus $1 per parcel. Because of the County's policy of only allowing ten funds per agency, the City combines all but four districts into a single submittal file. As such, the $1 per parcel fee is charged directly to the applicable district, and the $200 fee is spread among the combined districts based on the proportion of parcels levied.

(4) Includes City overhead, liability, fire, and risk insurances.

(5) Costs of NBS to administer the district including preparation of the engineer's report, levy calculation, parcel data tracking, and handling property owner inquiries.

(6) If the fund balance shows a deficit, the amount to levy is increased up to the maximum.

19.5 Assessment Methodology and Rates

According to the original engineer's report, single-family residential parcels are assigned one benefit unit per dwelling unit. Other land uses such as Common Area, Open Space, Easements, Utility Parcels, and Streets are assigned zero benefit units. The total assessable costs are assessed to the parcels within Parkside Village based on the benefit unit assigned to each parcel. The assessment rate per benefit unit is calculated by dividing the total assessable costs by the district's total benefit units.

Each fiscal year, beginning in 2016/17, the maximum assessment rate may be increased by the percent change in the December-to-December Consumer Price Index for all Urban Consumers for the Pacific Cities and U.S. City Average, published by the U.S. Department of Labor, Bureau of Labor Statistics, provided that any increase shall not exceed 3%. The effective increase for 2022/23 was 7.04%.

The table below shows the current and prior year actual and maximum assessment rates:

Fiscal Year	Actual Rate [1]	Maximum Rate
2021/22	$349.24	$349.24
2022/23	359.72	359.72

(1) The actual levy will be an even amount, as required by the County.

19.6 Assessment of the Estimated Costs

The table below shows the assessment of the estimated costs of the Parkside Village Improvements:

Description	Estimate Amount
Total Estimated Costs	**$51,026.50**
General Benefit Percentage [1]	9.1%
Maintenance costs to be funded by Assessment	$35,699.29
Maintenance costs to be funded by Other Sources	3,573.86
Maintenance costs to be funded by District Reserves	3,566.80
Non-Maintenance Costs & Fund Adj. funded by Assessment	11,753.35

Assessable benefit units	122.00
Maximum Assessment Rate	$359.72
Maximum Assessment Revenue	43,885.84

Total Assessment Revenue Needed [2]	$43,885.84
Revenue Capacity / (Shortfall) [3]	0.00
Proposed Assessment Rate	359.72
Proposed Assessment Revenue Total	43,885.84

Total City contribution [4]	$3,573.86

(1) Percentage estimated in the General Benefit Separation and Quantification Analysis prepared by NBS.

(2) Only the special benefit portion of Maintenance Costs are funded through the assessment, but 100% of non-maintenance costs are funded through the assessment because these costs are attributed only to the district.

(3) The difference between the Maximum Assessment Revenue and the Total Assessment Revenue Needed. A shortfall (negative value) means that the special benefit portion of the budget cannot be fully funded by the assessments.

(4) The total amount to be contributed from non-assessment funds. Includes the general benefit portion of the budget, as well as any budget shortfall.

The assessment roll showing each parcel's proposed assessment amount can be found in Appendix A of this report.

19.7 Assessment Funds

Parkside Village is projected to have a balance of $19,419 on June 30, 2023, which is a reduction in the $22,664 balance from the prior fiscal year.

The City will contribute approximately $3,574 in non-assessment district funds to cover the 9.1% general benefit portion of the maintenance budget.

20. APPENDIX A: ASSESSMENT ROLL

The following pages contain the 2022/23 assessment roll for each of the Districts, as referenced in the report.

Assessor's parcel identification, for each lot or parcel within the District, shall be based on the County Assessor's secured roll data for the applicable year in which this Report is prepared and is incorporated herein by reference.

A listing of assessor's parcels assessed within the District for Fiscal Year 2022/23, along with the assessment amounts, is on file in the office of the City Clerk and incorporated herein by reference. Based on County Assessor's secured roll data, current assessor's parcels, including corrected and/or new assessor's parcels, will be submitted and/or resubmitted to the County Auditor/Controller. The annual assessment amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the method of apportionment and assessment rate approved in this Report. Therefore, if a single assessor's parcel has a status change in development, other land use change, or subdivides into multiple assessor's parcels, the assessment amounts applied to each of the new assessor's parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

City of Dinuba
Landscape and Lighting Assessment District
Fiscal Year 2021/22 Assessment Roll

DistrictNo.	District Name	APN	Proposed Assessment (1)
98-01	Alta Mission Estates	030-270-051-000	$125.00
98-01	Alta Mission Estates	030-270-052-000	125.00
98-01	Alta Mission Estates	030-270-053-000	125.00
98-01	Alta Mission Estates	030-270-054-000	125.00
98-01	Alta Mission Estates	030-270-055-000	125.00
98-01	Alta Mission Estates	030-270-056-000	125.00
98-01	Alta Mission Estates	030-270-057-000	125.00
98-01	Alta Mission Estates	030-270-058-000	125.00
98-01	Alta Mission Estates	030-270-059-000	125.00
98-01	Alta Mission Estates	030-270-060-000	125.00
98-01	Alta Mission Estates	030-270-061-000	125.00
98-01	Alta Mission Estates	030-270-062-000	125.00
98-01	Alta Mission Estates	030-270-063-000	125.00
98-01	Alta Mission Estates	030-270-064-000	125.00
98-01	Alta Mission Estates	030-270-065-000	125.00
98-01	Alta Mission Estates	030-270-066-000	125.00
98-01	Alta Mission Estates	030-270-067-000	125.00
98-01	Alta Mission Estates	030-270-068-000	125.00
98-01	Alta Mission Estates	030-270-069-000	125.00
98-01	Alta Mission Estates	030-270-070-000	125.00
98-01	Alta Mission Estates	030-270-071-000	125.00
98-01	Alta Mission Estates	030-270-072-000	125.00
98-01	Alta Mission Estates	030-270-073-000	125.00
98-01	Alta Mission Estates	030-270-074-000	125.00
98-01	Alta Mission Estates	030-270-075-000	125.00
98-01	Alta Mission Estates	030-270-076-000	125.00
98-01	Alta Mission Estates	030-270-077-000	125.00
98-01	Alta Mission Estates	030-270-078-000	125.00
98-01	Alta Mission Estates	030-270-079-000	125.00
98-01	Alta Mission Estates	030-270-080-000	125.00
98-01	Alta Mission Estates	030-270-081-000	125.00
98-01	Alta Mission Estates	030-270-082-000	125.00
98-01	Alta Mission Estates	030-270-083-000	125.00
98-01	Alta Mission Estates	030-270-084-000	125.00
98-01	Alta Mission Estates	030-270-085-000	125.00
98-01	Alta Mission Estates	030-270-086-000	125.00
98-01	Alta Mission Estates	030-270-087-000	125.00
98-01	Alta Mission Estates	030-270-088-000	125.00
98-01	Alta Mission Estates	030-270-089-000	125.00
98-01	Alta Mission Estates	030-270-090-000	125.00
98-01	Alta Mission Estates	030-270-091-000	125.00
06-02	Citrus Heights	017-163-002-000	$125.75

City of Dinuba
Landscape and Lighting Assessment District
Fiscal Year 2021/22 Assessment Roll

DistrictNo.	District Name	APN	Proposed Assessment (1)
06-02	Citrus Heights	017-163-003-000	125.75
06-02	Citrus Heights	017-163-004-000	125.75
06-02	Citrus Heights	017-163-005-000	125.75
06-02	Citrus Heights	017-163-006-000	125.75
06-02	Citrus Heights	017-163-007-000	125.75
06-02	Citrus Heights	017-163-008-000	125.75
06-02	Citrus Heights	017-163-009-000	125.75
06-02	Citrus Heights	017-163-010-000	125.75
06-02	Citrus Heights	017-163-011-000	125.75
06-02	Citrus Heights	017-163-012-000	125.75
06-02	Citrus Heights	017-163-013-000	125.75
06-02	Citrus Heights	017-163-014-000	125.75
06-02	Citrus Heights	017-163-015-000	125.75
06-02	Citrus Heights	017-163-016-000	125.75
06-02	Citrus Heights	017-163-017-000	125.75
89-01	County Club Estates	014-360-032-000	$287.55
89-01	County Club Estates	014-360-033-000	287.55
89-01	County Club Estates	014-360-034-000	287.55
89-01	County Club Estates	014-360-035-000	287.55
89-01	County Club Estates	014-360-036-000	287.55
89-01	County Club Estates	014-360-037-000	287.55
89-01	County Club Estates	014-360-038-000	287.55
89-01	County Club Estates	014-360-039-000	287.55
89-01	County Club Estates	014-360-040-000	287.55
89-01	County Club Estates	014-360-041-000	287.55
89-01	County Club Estates	014-360-042-000	287.55
89-01	County Club Estates	014-360-043-000	287.55
89-01	County Club Estates	014-360-044-000	287.55
89-01	County Club Estates	014-360-045-000	287.55
89-01	County Club Estates	014-360-046-000	287.55
89-01	County Club Estates	014-360-047-000	287.55
89-01	County Club Estates	014-360-048-000	287.55
89-01	County Club Estates	014-360-049-000	287.55
89-01	County Club Estates	014-360-050-000	287.55
89-01	County Club Estates	014-360-051-000	287.55
89-01	County Club Estates	014-360-052-000	287.55
89-01	County Club Estates	014-360-053-000	287.55
89-01	County Club Estates	014-360-054-000	287.55
89-01	County Club Estates	014-360-055-000	287.55
89-01	County Club Estates	014-360-056-000	287.55
89-01	County Club Estates	014-360-057-000	287.55
89-01	County Club Estates	014-360-058-000	287.55

City of Dinuba
Landscape and Lighting Assessment District
Fiscal Year 2021/22 Assessment Roll

DistrictNo.	District Name	APN	Proposed Assessment (1)
89-01	County Club Estates	014-360-059-000	287.55
89-01	County Club Estates	014-360-060-000	287.55
89-01	County Club Estates	014-360-061-000	287.55
89-01	County Club Estates	014-360-062-000	287.55
89-01	County Club Estates	014-360-063-000	287.55
89-01	County Club Estates	014-360-064-000	287.55
89-01	County Club Estates	014-360-065-000	287.55
89-01	County Club Estates	014-360-066-000	287.55
89-01	County Club Estates	014-360-067-000	287.55
89-01	County Club Estates	014-360-068-000	287.55
89-01	County Club Estates	014-360-069-000	287.55
89-01	County Club Estates	014-360-070-000	287.55
89-01	County Club Estates	014-360-071-000	287.55
89-01	County Club Estates	014-360-072-000	287.55
89-01	County Club Estates	014-360-073-000	287.55
89-01	County Club Estates	014-360-074-000	287.55
89-01	County Club Estates	014-360-075-000	287.55
89-01	County Club Estates	014-360-076-000	287.55
89-01	County Club Estates	014-360-077-000	287.55
89-01	County Club Estates	014-360-078-000	287.55
89-01	County Club Estates	014-360-079-000	287.55
89-01	County Club Estates	014-360-080-000	287.55
89-01	County Club Estates	014-360-081-000	287.55
89-01	County Club Estates	014-360-082-000	287.55
89-01	County Club Estates	014-360-083-000	287.55
90-01	Harvest Estates	014-380-001-000	$91.72
90-01	Harvest Estates	014-380-002-000	91.72
90-01	Harvest Estates	014-380-003-000	91.72
90-01	Harvest Estates	014-380-004-000	91.72
90-01	Harvest Estates	014-380-005-000	91.72
90-01	Harvest Estates	014-380-006-000	91.72
90-01	Harvest Estates	014-380-007-000	91.72
90-01	Harvest Estates	014-380-008-000	91.72
90-01	Harvest Estates	014-380-009-000	91.72
90-01	Harvest Estates	014-380-010-000	91.72
90-01	Harvest Estates	014-380-011-000	91.72
90-01	Harvest Estates	014-380-012-000	91.72
90-01	Harvest Estates	014-380-013-000	91.72
90-01	Harvest Estates	014-380-015-000	91.72
90-01	Harvest Estates	014-380-016-000	91.72
90-01	Harvest Estates	014-380-018-000	91.72
90-01	Harvest Estates	014-380-032-000	91.72

City of Dinuba
Landscape and Lighting Assessment District
Fiscal Year 2021/22 Assessment Roll

DistrictNo.	District Name	APN	Proposed Assessment (1)
90-01	Harvest Estates	014-380-033-000	91.72
10-02	Lincoln-McKinley	014-101-012-000	$332.38
10-02	Lincoln-McKinley	014-101-013-000	332.38
10-02	Lincoln-McKinley	014-101-014-000	332.38
10-02	Lincoln-McKinley	014-101-015-000	332.38
10-02	Lincoln-McKinley	014-113-008-000	332.38
10-02	Lincoln-McKinley	014-113-009-000	332.38
10-02	Lincoln-McKinley	014-113-010-000	332.38
10-02	Lincoln-McKinley	014-113-011-000	332.38
10-02	Lincoln-McKinley	014-113-012-000	332.38
10-02	Lincoln-McKinley	014-113-013-000	332.38
10-02	Lincoln-McKinley	014-113-014-000	332.38
10-02	Lincoln-McKinley	014-113-015-000	332.38
10-02	Lincoln-McKinley	014-113-016-000	332.38
10-02	Lincoln-McKinley	014-113-017-000	332.38
10-02	Lincoln-McKinley	014-113-018-000	332.38
93-01	Marshall Acres	030-250-001-000	$190.41
93-01	Marshall Acres	030-250-002-000	190.41
93-01	Marshall Acres	030-250-003-000	190.41
93-01	Marshall Acres	030-250-004-000	190.41
93-01	Marshall Acres	030-250-005-000	190.41
93-01	Marshall Acres	030-250-006-000	190.41
93-01	Marshall Acres	030-250-007-000	190.41
93-01	Marshall Acres	030-250-008-000	190.41
93-01	Marshall Acres	030-250-009-000	190.41
93-01	Marshall Acres	030-250-010-000	190.41
93-01	Marshall Acres	030-250-011-000	190.41
93-01	Marshall Acres	030-250-019-000	190.41
93-01	Marshall Acres	030-250-020-000	190.41
93-01	Marshall Acres	030-250-021-000	190.41
93-01	Marshall Acres	030-250-022-000	190.41
93-01	Marshall Acres	030-250-023-000	190.41
93-01	Marshall Acres	030-250-024-000	190.41
93-01	Marshall Acres	030-250-025-000	190.41
93-01	Marshall Acres	030-250-026-000	190.41
93-01	Marshall Acres	030-250-027-000	190.41
93-01	Marshall Acres	030-250-028-000	190.41
93-01	Marshall Acres	030-250-029-000	190.41
93-01	Marshall Acres	030-250-030-000	190.41
93-01	Marshall Acres	030-250-031-000	190.41
93-01	Marshall Acres	030-250-032-000	190.41
93-01	Marshall Acres	030-250-033-000	190.41

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DistrictNo.	District Name	APN	Proposed Assessment (1)
93-01	Marshall Acres	030-250-034-000	190.41
93-01	Marshall Acres	030-250-035-000	190.41
93-01	Marshall Acres	030-250-036-000	190.41
93-01	Marshall Acres	030-250-037-000	190.41
93-01	Marshall Acres	030-250-038-000	190.41
93-01	Marshall Acres	030-250-039-000	190.41
93-01	Marshall Acres	030-250-040-000	190.41
93-01	Marshall Acres	030-250-041-000	190.41
93-01	Marshall Acres	030-250-042-000	190.41
93-01	Marshall Acres	030-250-043-000	190.41
93-01	Marshall Acres	030-250-044-000	190.41
93-01	Marshall Acres	030-250-045-000	190.41
93-01	Marshall Acres	030-250-046-000	190.41
93-01	Marshall Acres	030-250-047-000	190.41
93-01	Marshall Acres	030-250-048-000	190.41
93-01	Marshall Acres	030-250-049-000	190.41
93-01	Marshall Acres	030-250-050-000	190.41
93-01	Marshall Acres	030-250-051-000	190.41
93-01	Marshall Acres	030-250-052-000	190.41
93-01	Marshall Acres	030-250-053-000	190.41
93-01	Marshall Acres	030-250-054-000	190.41
93-01	Marshall Acres	030-250-055-000	190.41
93-01	Marshall Acres	030-250-056-000	190.41
93-01	Marshall Acres	030-250-057-000	190.41
93-01	Marshall Acres	030-250-058-000	190.41
93-01	Marshall Acres	030-250-059-000	190.41
93-01	Marshall Acres	030-250-060-000	190.41
93-01	Marshall Acres	030-250-061-000	190.41
93-01	Marshall Acres	030-250-062-000	190.41
93-01	Marshall Acres	030-250-063-000	190.41
93-01	Marshall Acres	030-250-064-000	190.41
93-01	Marshall Acres	030-250-065-000	190.41
93-01	Marshall Acres	030-250-066-000	190.41
93-01	Marshall Acres	030-250-067-000	190.41
93-01	Marshall Acres	030-250-068-000	190.41
93-01	Marshall Acres	030-250-069-000	190.41
93-01	Marshall Acres	030-250-070-000	190.41
93-01	Marshall Acres	030-250-071-000	190.41
93-01	Marshall Acres	030-250-072-000	190.41
93-01	Marshall Acres	030-250-073-000	190.41
93-01	Marshall Acres	030-250-074-000	190.41
93-01	Marshall Acres	030-250-075-000	190.41

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DistrictNo.	District Name	APN	Proposed Assessment (1)
93-01	Marshall Acres	030-250-076-000	190.41
93-01	Marshall Acres	030-250-077-000	190.41
93-01	Marshall Acres	030-250-078-000	190.41
93-01	Marshall Acres	030-250-079-000	190.41
93-01	Marshall Acres	030-250-080-000	190.41
93-01	Marshall Acres	030-250-081-000	190.41
93-01	Marshall Acres	030-250-082-000	190.41
93-01	Marshall Acres	030-250-083-000	190.41
93-01	Marshall Acres	030-250-085-000	190.41
93-01	Marshall Acres	030-250-086-000	190.41
93-01	Marshall Acres	030-250-087-000	190.41
93-01	Marshall Acres	030-250-088-000	190.41
98-02	Morningside	014-460-001-000	$170.18
98-02	Morningside	014-460-002-000	170.18
98-02	Morningside	014-460-003-000	170.18
98-02	Morningside	014-460-004-000	170.18
98-02	Morningside	014-460-005-000	170.18
98-02	Morningside	014-460-006-000	170.18
98-02	Morningside	014-460-007-000	170.18
98-02	Morningside	014-460-008-000	170.18
98-02	Morningside	014-460-009-000	170.18
98-02	Morningside	014-460-010-000	170.18
98-02	Morningside	014-460-011-000	170.18
98-02	Morningside	014-460-012-000	170.18
98-02	Morningside	014-460-013-000	170.18
98-02	Morningside	014-460-014-000	170.18
98-02	Morningside	014-460-015-000	170.18
98-02	Morningside	014-460-016-000	170.18
98-02	Morningside	014-460-017-000	170.18
98-02	Morningside	014-460-018-000	170.18
98-02	Morningside	014-460-019-000	170.18
98-02	Morningside	014-460-020-000	170.18
98-02	Morningside	014-460-021-000	170.18
98-02	Morningside	014-460-022-000	170.18
98-02	Morningside	014-460-023-000	170.18
98-02	Morningside	014-460-024-000	170.18
98-02	Morningside	014-460-025-000	170.18
98-02	Morningside	014-460-026-000	170.18
98-02	Morningside	014-460-027-000	170.18
98-02	Morningside	014-460-028-000	170.18
98-02	Morningside	014-460-029-000	170.18
98-02	Morningside	014-460-030-000	170.18

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DistrictNo.	District Name	APN	Proposed Assessment (1)
98-02	Morningside	014-460-031-000	170.18
98-02	Morningside	014-460-032-000	170.18
98-02	Morningside	014-460-033-000	170.18
98-02	Morningside	014-460-034-000	170.18
98-02	Morningside	014-460-035-000	170.18
98-02	Morningside	014-460-036-000	170.18
98-02	Morningside	014-460-037-000	170.18
98-02	Morningside	014-460-038-000	170.18
98-02	Morningside	014-460-039-000	170.18
98-02	Morningside	014-460-040-000	170.18
98-02	Morningside	014-460-048-000	85.09
98-02	Morningside	014-460-050-000	85.09
98-02	Morningside	014-470-001-000	170.18
98-02	Morningside	014-470-002-000	170.18
98-02	Morningside	014-470-003-000	170.18
98-02	Morningside	014-470-004-000	170.18
98-02	Morningside	014-470-005-000	170.18
98-02	Morningside	014-470-006-000	170.18
98-02	Morningside	014-470-007-000	170.18
99-01	Morningside Phase 2	014-470-009-000	$143.02
99-01	Morningside Phase 2	014-470-010-000	143.02
99-01	Morningside Phase 2	014-470-011-000	143.02
99-01	Morningside Phase 2	014-470-012-000	143.02
99-01	Morningside Phase 2	014-470-013-000	143.02
99-01	Morningside Phase 2	014-470-014-000	143.02
99-01	Morningside Phase 2	014-470-015-000	143.02
99-01	Morningside Phase 2	014-470-016-000	143.02
99-01	Morningside Phase 2	014-470-017-000	143.02
99-01	Morningside Phase 2	014-470-018-000	143.02
99-01	Morningside Phase 2	014-470-019-000	143.02
99-01	Morningside Phase 2	014-470-020-000	143.02
99-01	Morningside Phase 2	014-470-021-000	143.02
99-01	Morningside Phase 2	014-470-022-000	143.02
99-01	Morningside Phase 2	014-470-023-000	143.02
99-01	Morningside Phase 2	014-470-024-000	143.02
99-01	Morningside Phase 2	014-470-025-000	143.02
99-01	Morningside Phase 2	014-470-026-000	143.02
99-01	Morningside Phase 2	014-470-027-000	143.02
99-01	Morningside Phase 2	014-470-030-000	143.02
99-01	Morningside Phase 2	014-470-031-000	143.02
99-01	Morningside Phase 2	014-470-032-000	143.02
99-01	Morningside Phase 2	014-470-033-000	143.02

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DistrictNo.	District Name	APN	Proposed Assessment (1)
99-01	Morningside Phase 2	014-470-034-000	143.02
99-01	Morningside Phase 2	014-470-035-000	143.02
99-01	Morningside Phase 2	014-470-036-000	143.02
99-01	Morningside Phase 2	014-470-037-000	143.02
99-01	Morningside Phase 2	014-470-038-000	143.02
99-01	Morningside Phase 2	014-470-039-000	143.02
99-01	Morningside Phase 2	014-470-040-000	143.02
99-01	Morningside Phase 2	014-470-041-000	143.02
99-01	Morningside Phase 2	014-470-042-000	143.02
99-01	Morningside Phase 2	014-470-043-000	143.02
99-01	Morningside Phase 2	014-470-044-000	143.02
99-01	Morningside Phase 2	014-470-045-000	143.02
99-01	Morningside Phase 2	014-470-046-000	143.02
99-01	Morningside Phase 2	014-470-047-000	143.02
99-01	Morningside Phase 2	014-470-048-000	143.02
99-01	Morningside Phase 2	014-470-049-000	143.02
99-01	Morningside Phase 2	014-470-050-000	143.02
99-01	Morningside Phase 2	014-470-051-000	143.02
99-01	Morningside Phase 2	014-470-052-000	143.02
99-01	Morningside Phase 2	014-470-053-000	143.02
99-01	Morningside Phase 2	014-470-054-000	143.02
99-01	Morningside Phase 2	014-470-055-000	143.02
99-01	Morningside Phase 2	014-470-057-000	143.02
99-01	Morningside Phase 2	014-470-058-000	143.02
99-01	Morningside Phase 2	014-470-059-000	46.02
99-01	Morningside Phase 2	014-470-060-000	46.02
99-01	Morningside Phase 2	014-470-061-000	46.02
99-01	Morningside Phase 2	014-470-062-000	46.02
99-01	Morningside Phase 2	014-470-063-000	46.02
99-01	Morningside Phase 2	014-470-064-000	46.02
99-01	Morningside Phase 2	014-470-065-000	46.02
99-01	Morningside Phase 2	014-470-066-000	46.02
99-01	Morningside Phase 2	014-470-067-000	46.02
99-01	Morningside Phase 2	014-470-068-000	46.02
99-01	Morningside Phase 2	014-470-069-000	46.02
99-01	Morningside Phase 2	014-470-070-000	46.02
99-01	Morningside Phase 2	014-470-071-000	46.02
99-01	Morningside Phase 2	014-470-072-000	46.02
99-01	Morningside Phase 2	014-470-073-000	46.02
99-01	Morningside Phase 2	014-470-074-000	46.02
99-01	Morningside Phase 2	014-470-075-000	46.02
99-01	Morningside Phase 2	014-470-076-000	46.02

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DistrictNo.	District Name	APN	Proposed Assessment (1)
99-01	Morningside Phase 2	014-470-077-000	46.02
99-01	Morningside Phase 2	014-470-078-000	46.02
99-01	Morningside Phase 2	014-470-079-000	46.02
99-01	Morningside Phase 2	014-470-080-000	46.02
99-01	Morningside Phase 2	014-470-081-000	46.02
99-01	Morningside Phase 2	014-470-082-000	46.02
99-01	Morningside Phase 2	014-470-083-000	46.02
99-01	Morningside Phase 2	014-470-084-000	46.02
99-01	Morningside Phase 2	014-470-085-000	46.02
99-01	Morningside Phase 2	014-470-086-000	46.02
99-01	Morningside Phase 2	014-470-087-000	46.02
99-01	Morningside Phase 2	014-470-088-000	46.02
99-01	Morningside Phase 2	014-470-089-000	46.02
99-01	Morningside Phase 2	014-470-090-000	46.02
99-01	Morningside Phase 2	014-470-091-000	46.02
99-01	Morningside Phase 2	014-470-092-000	46.02
99-01	Morningside Phase 2	014-470-093-000	46.02
99-01	Morningside Phase 2	014-470-094-000	46.02
99-01	Morningside Phase 2	014-470-095-000	46.02
99-01	Morningside Phase 2	014-470-096-000	46.02
99-01	Morningside Phase 2	014-470-097-000	46.02
99-01	Morningside Phase 2	014-470-098-000	46.02
99-01	Morningside Phase 2	014-470-099-000	46.02
99-01	Morningside Phase 2	014-470-101-000	46.02
92-01	Nebraska Park/ Pond Benefit	014-071-009-000	$196.04
92-01	Nebraska Park/ Pond Benefit	014-072-013-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-072-014-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-072-015-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-072-016-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-072-017-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-072-018-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-072-019-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-072-032-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-072-033-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-072-034-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-072-035-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-072-036-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-072-039-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-072-040-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-072-041-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-072-042-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-072-043-000	196.04

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92-01	Nebraska Park/ Pond Benefit	014-072-044-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-072-045-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-072-046-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-072-047-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-072-048-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-072-049-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-072-050-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-072-051-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-072-052-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-073-001-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-073-002-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-073-003-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-073-004-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-073-005-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-073-006-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-073-007-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-073-008-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-073-009-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-073-010-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-073-011-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-073-012-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-073-013-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-073-014-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-073-015-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-073-016-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-073-017-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-073-018-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-074-001-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-074-002-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-074-003-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-074-004-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-074-005-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-074-006-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-074-007-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-080-086-000	830.14
92-01	Nebraska Park/ Pond Benefit	014-080-089-000	445.71
92-01	Nebraska Park/ Pond Benefit	014-080-090-000	470.34
92-01	Nebraska Park/ Pond Benefit	014-370-044-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-045-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-046-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-047-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-048-000	192.55

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DistrictNo.	District Name	APN	Proposed Assessment (1)
92-01	Nebraska Park/ Pond Benefit	014-370-049-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-050-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-051-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-052-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-053-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-054-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-055-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-056-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-057-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-058-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-059-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-060-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-061-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-062-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-063-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-064-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-065-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-066-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-067-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-068-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-069-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-070-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-071-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-072-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-073-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-074-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-075-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-076-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-077-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-078-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-079-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-080-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-081-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-082-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-083-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-084-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-370-085-000	192.55
92-01	Nebraska Park/ Pond Benefit	014-410-001-000	196.95
92-01	Nebraska Park/ Pond Benefit	014-410-002-000	196.95
92-01	Nebraska Park/ Pond Benefit	014-410-003-000	196.95
92-01	Nebraska Park/ Pond Benefit	014-410-004-000	196.95
92-01	Nebraska Park/ Pond Benefit	014-410-005-000	196.95

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DistrictNo.	District Name	APN	Proposed Assessment (1)
92-01	Nebraska Park/ Pond Benefit	014-410-006-000	196.95
92-01	Nebraska Park/ Pond Benefit	014-410-007-000	196.95
92-01	Nebraska Park/ Pond Benefit	014-410-008-000	196.95
92-01	Nebraska Park/ Pond Benefit	014-410-011-000	196.95
92-01	Nebraska Park/ Pond Benefit	014-410-012-000	196.95
92-01	Nebraska Park/ Pond Benefit	014-410-013-000	196.95
92-01	Nebraska Park/ Pond Benefit	014-410-014-000	196.95
92-01	Nebraska Park/ Pond Benefit	014-410-015-000	196.95
92-01	Nebraska Park/ Pond Benefit	014-410-016-000	196.95
92-01	Nebraska Park/ Pond Benefit	014-410-017-000	196.95
92-01	Nebraska Park/ Pond Benefit	014-410-018-000	196.95
92-01	Nebraska Park/ Pond Benefit	014-410-019-000	196.95
92-01	Nebraska Park/ Pond Benefit	014-410-020-000	196.95
92-01	Nebraska Park/ Pond Benefit	014-410-021-000	196.95
92-01	Nebraska Park/ Pond Benefit	014-410-022-000	196.95
92-01	Nebraska Park/ Pond Benefit	014-410-023-000	196.95
92-01	Nebraska Park/ Pond Benefit	014-410-024-000	196.95
92-01	Nebraska Park/ Pond Benefit	014-410-025-000	196.95
92-01	Nebraska Park/ Pond Benefit	014-410-026-000	196.95
92-01	Nebraska Park/ Pond Benefit	014-410-027-000	196.95
92-01	Nebraska Park/ Pond Benefit	014-410-028-000	196.95
92-01	Nebraska Park/ Pond Benefit	014-410-029-000	196.95
92-01	Nebraska Park/ Pond Benefit	014-410-030-000	196.95
92-01	Nebraska Park/ Pond Benefit	014-410-031-000	196.95
92-01	Nebraska Park/ Pond Benefit	014-410-032-000	193.72
92-01	Nebraska Park/ Pond Benefit	014-410-033-000	193.72
92-01	Nebraska Park/ Pond Benefit	014-410-034-000	193.72
92-01	Nebraska Park/ Pond Benefit	014-410-035-000	193.72
92-01	Nebraska Park/ Pond Benefit	014-410-036-000	193.72
92-01	Nebraska Park/ Pond Benefit	014-410-037-000	193.72
92-01	Nebraska Park/ Pond Benefit	014-410-038-000	193.72
92-01	Nebraska Park/ Pond Benefit	014-410-039-000	193.72
92-01	Nebraska Park/ Pond Benefit	014-410-040-000	193.72
92-01	Nebraska Park/ Pond Benefit	014-410-041-000	193.72
92-01	Nebraska Park/ Pond Benefit	014-410-042-000	193.72
92-01	Nebraska Park/ Pond Benefit	014-410-043-000	193.72
92-01	Nebraska Park/ Pond Benefit	014-410-044-000	193.72
92-01	Nebraska Park/ Pond Benefit	014-410-045-000	193.72
92-01	Nebraska Park/ Pond Benefit	014-410-046-000	193.72
92-01	Nebraska Park/ Pond Benefit	014-410-047-000	370.79
92-01	Nebraska Park/ Pond Benefit	014-420-002-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-003-000	196.04

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DistrictNo.	District Name	APN	Proposed Assessment (1)
92-01	Nebraska Park/ Pond Benefit	014-420-004-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-005-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-006-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-007-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-008-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-009-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-010-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-011-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-012-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-013-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-014-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-015-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-016-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-032-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-034-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-035-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-036-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-037-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-038-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-039-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-041-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-042-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-043-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-044-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-045-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-046-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-047-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-048-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-049-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-050-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-051-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-052-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-053-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-054-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-055-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-056-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-057-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-058-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-059-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-060-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-061-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-062-000	196.04

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DistrictNo.	District Name	APN	Proposed Assessment (1)
92-01	Nebraska Park/ Pond Benefit	014-420-063-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-420-064-000	190.34
92-01	Nebraska Park/ Pond Benefit	014-420-065-000	190.34
92-01	Nebraska Park/ Pond Benefit	014-420-066-000	190.34
92-01	Nebraska Park/ Pond Benefit	014-420-067-000	190.34
92-01	Nebraska Park/ Pond Benefit	014-420-068-000	190.34
92-01	Nebraska Park/ Pond Benefit	014-420-069-000	190.34
92-01	Nebraska Park/ Pond Benefit	014-420-070-000	190.34
92-01	Nebraska Park/ Pond Benefit	014-420-071-000	190.34
92-01	Nebraska Park/ Pond Benefit	014-420-072-000	190.34
92-01	Nebraska Park/ Pond Benefit	014-420-073-000	190.34
92-01	Nebraska Park/ Pond Benefit	014-420-074-000	190.34
92-01	Nebraska Park/ Pond Benefit	014-420-075-000	190.34
92-01	Nebraska Park/ Pond Benefit	014-420-076-000	190.34
92-01	Nebraska Park/ Pond Benefit	014-420-077-000	190.34
92-01	Nebraska Park/ Pond Benefit	014-420-078-000	190.34
92-01	Nebraska Park/ Pond Benefit	014-420-079-000	190.34
92-01	Nebraska Park/ Pond Benefit	014-420-080-000	190.34
92-01	Nebraska Park/ Pond Benefit	014-420-081-000	190.34
92-01	Nebraska Park/ Pond Benefit	014-420-082-000	190.34
92-01	Nebraska Park/ Pond Benefit	014-420-083-000	190.34
92-01	Nebraska Park/ Pond Benefit	014-420-084-000	190.34
92-01	Nebraska Park/ Pond Benefit	014-420-085-000	190.34
92-01	Nebraska Park/ Pond Benefit	014-430-001-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-002-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-003-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-004-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-005-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-006-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-007-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-008-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-009-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-010-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-011-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-012-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-013-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-014-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-015-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-016-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-017-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-018-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-019-000	196.04

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DistrictNo.	District Name	APN	Proposed Assessment (1)
92-01	Nebraska Park/ Pond Benefit	014-430-020-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-021-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-022-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-023-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-024-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-025-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-026-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-027-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-028-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-029-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-030-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-031-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-032-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-033-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-034-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-036-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-037-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-038-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-039-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-040-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-041-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-042-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-043-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-044-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-045-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-046-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-047-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-048-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-049-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-430-051-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-430-052-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-430-053-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-430-054-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-430-055-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-430-056-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-430-057-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-430-058-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-430-059-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-430-060-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-430-061-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-430-062-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-430-063-000	192.11

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DistrictNo.	District Name	APN	Proposed Assessment (1)
92-01	Nebraska Park/ Pond Benefit	014-430-064-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-430-066-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-430-067-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-430-068-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-430-069-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-430-070-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-430-071-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-430-072-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-430-073-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-430-074-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-430-075-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-003-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-004-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-005-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-006-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-007-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-008-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-009-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-010-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-011-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-012-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-013-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-014-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-015-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-016-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-017-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-018-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-019-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-020-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-021-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-022-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-023-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-024-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-025-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-026-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-027-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-028-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-029-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-030-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-031-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-032-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-033-000	192.11

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DistrictNo.	District Name	APN	Proposed Assessment (1)
92-01	Nebraska Park/ Pond Benefit	014-440-034-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-035-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-036-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-440-037-000	192.11
92-01	Nebraska Park/ Pond Benefit	014-490-001-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-002-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-003-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-004-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-005-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-006-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-007-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-008-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-009-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-010-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-011-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-012-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-013-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-014-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-015-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-016-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-017-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-018-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-019-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-020-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-021-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-022-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-023-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-024-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-025-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-026-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-027-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-028-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-029-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-030-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-031-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-032-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-033-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-034-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-035-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-036-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-037-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-038-000	355.87

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DistrictNo.	District Name	APN	Proposed Assessment (1)
92-01	Nebraska Park/ Pond Benefit	014-490-039-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-040-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-041-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-042-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-043-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-044-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-045-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-046-000	355.87
92-01	Nebraska Park/ Pond Benefit	014-490-047-000	196.04
92-01	Nebraska Park/ Pond Benefit	014-490-048-000	194.81
92-01	Nebraska Park/ Pond Benefit	014-490-049-000	275.54
N/A	Parkside Village	018-130-012-000	$359.72
N/A	Parkside Village	018-130-013-000	359.72
N/A	Parkside Village	018-130-014-000	359.72
N/A	Parkside Village	018-130-015-000	359.72
N/A	Parkside Village	018-130-016-000	359.72
N/A	Parkside Village	018-130-017-000	359.72
N/A	Parkside Village	018-130-018-000	359.72
N/A	Parkside Village	018-130-019-000	359.72
N/A	Parkside Village	018-130-020-000	359.72
N/A	Parkside Village	018-130-021-000	359.72
N/A	Parkside Village	018-130-022-000	359.72
N/A	Parkside Village	018-130-023-000	359.72
N/A	Parkside Village	018-130-024-000	359.72
N/A	Parkside Village	018-130-025-000	359.72
N/A	Parkside Village	018-130-026-000	359.72
N/A	Parkside Village	018-130-027-000	359.72
N/A	Parkside Village	018-130-028-000	359.72
N/A	Parkside Village	018-130-029-000	359.72
N/A	Parkside Village	018-130-030-000	359.72
N/A	Parkside Village	018-130-031-000	359.72
N/A	Parkside Village	018-130-032-000	359.72
N/A	Parkside Village	018-130-033-000	359.72
N/A	Parkside Village	018-130-034-000	359.72
N/A	Parkside Village	018-130-035-000	359.72
N/A	Parkside Village	018-130-036-000	359.72
N/A	Parkside Village	018-130-037-000	359.72
N/A	Parkside Village	018-130-038-000	359.72
N/A	Parkside Village	018-130-039-000	359.72
N/A	Parkside Village	018-130-040-000	359.72
N/A	Parkside Village	018-130-041-000	359.72
N/A	Parkside Village	018-130-042-000	359.72

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DistrictNo.	District Name	APN	Proposed Assessment (1)
N/A	Parkside Village	018-130-043-000	359.72
N/A	Parkside Village	018-130-045-000	359.72
N/A	Parkside Village	018-130-046-000	359.72
N/A	Parkside Village	018-130-047-000	359.72
N/A	Parkside Village	018-130-048-000	359.72
N/A	Parkside Village	018-130-049-000	359.72
N/A	Parkside Village	018-130-050-000	359.72
N/A	Parkside Village	018-130-051-000	359.72
N/A	Parkside Village	018-130-052-000	359.72
N/A	Parkside Village	018-130-053-000	359.72
N/A	Parkside Village	018-130-054-000	359.72
N/A	Parkside Village	018-130-055-000	359.72
N/A	Parkside Village	018-130-056-000	359.72
N/A	Parkside Village	018-130-057-000	359.72
N/A	Parkside Village	018-130-058-000	359.72
N/A	Parkside Village	018-130-059-000	359.72
N/A	Parkside Village	018-130-060-000	359.72
N/A	Parkside Village	018-130-061-000	359.72
N/A	Parkside Village	018-130-062-000	359.72
N/A	Parkside Village	018-130-063-000	359.72
N/A	Parkside Village	018-130-064-000	359.72
N/A	Parkside Village	018-130-065-000	359.72
N/A	Parkside Village	018-130-066-000	359.72
N/A	Parkside Village	018-130-067-000	359.72
N/A	Parkside Village	018-130-068-000	359.72
N/A	Parkside Village	018-130-069-000	359.72
N/A	Parkside Village	018-130-070-000	359.72
N/A	Parkside Village	018-130-071-000	359.72
N/A	Parkside Village	018-130-072-000	359.72
N/A	Parkside Village	018-130-073-000	359.72
N/A	Parkside Village	018-130-074-000	359.72
N/A	Parkside Village	018-130-075-000	359.72
N/A	Parkside Village	018-130-076-000	359.72
N/A	Parkside Village	018-130-077-000	359.72
N/A	Parkside Village	018-130-078-000	359.72
N/A	Parkside Village	018-130-079-000	359.72
N/A	Parkside Village	018-130-080-000	359.72
N/A	Parkside Village	018-130-081-000	359.72
N/A	Parkside Village	018-130-082-000	359.72
N/A	Parkside Village	018-130-083-000	359.72
N/A	Parkside Village	018-130-084-000	359.72
N/A	Parkside Village	018-130-085-000	359.72

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DistrictNo.	District Name	APN	Proposed Assessment (1)
N/A	Parkside Village	018-130-086-000	359.72
N/A	Parkside Village	018-130-087-000	359.72
N/A	Parkside Village	018-130-088-000	359.72
N/A	Parkside Village	018-130-089-000	359.72
N/A	Parkside Village	018-130-090-000	359.72
N/A	Parkside Village	018-130-091-000	359.72
N/A	Parkside Village	018-130-092-000	359.72
N/A	Parkside Village	018-130-093-000	359.72
N/A	Parkside Village	018-130-094-000	359.72
N/A	Parkside Village	018-130-095-000	359.72
N/A	Parkside Village	018-130-096-000	359.72
N/A	Parkside Village	018-200-077-000	359.72
N/A	Parkside Village	018-200-078-000	359.72
N/A	Parkside Village	018-200-079-000	359.72
N/A	Parkside Village	018-200-080-000	359.72
N/A	Parkside Village	018-200-081-000	359.72
N/A	Parkside Village	018-200-082-000	359.72
N/A	Parkside Village	018-200-083-000	359.72
N/A	Parkside Village	018-210-069-000	359.72
N/A	Parkside Village	018-210-070-000	359.72
N/A	Parkside Village	018-210-071-000	359.72
N/A	Parkside Village	018-210-072-000	359.72
N/A	Parkside Village	018-210-073-000	359.72
N/A	Parkside Village	018-210-074-000	359.72
N/A	Parkside Village	018-210-075-000	359.72
N/A	Parkside Village	018-210-076-000	359.72
N/A	Parkside Village	018-250-001-000	359.72
N/A	Parkside Village	018-250-002-000	359.72
N/A	Parkside Village	018-250-003-000	359.72
N/A	Parkside Village	018-250-004-000	359.72
N/A	Parkside Village	018-250-005-000	359.72
N/A	Parkside Village	018-250-006-000	359.72
N/A	Parkside Village	018-250-007-000	359.72
N/A	Parkside Village	018-250-008-000	359.72
N/A	Parkside Village	018-250-009-000	359.72
N/A	Parkside Village	018-250-010-000	359.72
N/A	Parkside Village	018-250-011-000	359.72
N/A	Parkside Village	018-250-012-000	359.72
N/A	Parkside Village	018-250-013-000	359.72
N/A	Parkside Village	018-250-014-000	359.72
N/A	Parkside Village	018-250-015-000	359.72
N/A	Parkside Village	018-250-016-000	359.72

City of Dinuba
Landscape and Lighting Assessment District
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DistrictNo.	District Name	APN	Proposed Assessment (1)
N/A	Parkside Village	018-250-017-000	359.72
N/A	Parkside Village	018-250-018-000	359.72
N/A	Parkside Village	018-250-019-000	359.72
N/A	Parkside Village	018-250-020-000	359.72
N/A	Parkside Village	018-250-021-000	359.72
N/A	Parkside Village	018-250-022-000	359.72
N/A	Parkside Village	018-250-023-000	359.72
08-01	Parkside -Muirfield	018-200-001-000	$186.68
08-01	Parkside -Muirfield	018-200-002-000	186.68
08-01	Parkside -Muirfield	018-200-003-000	186.68
08-01	Parkside -Muirfield	018-200-004-000	186.68
08-01	Parkside -Muirfield	018-200-005-000	186.68
08-01	Parkside -Muirfield	018-200-006-000	186.68
08-01	Parkside -Muirfield	018-200-007-000	186.68
08-01	Parkside -Muirfield	018-200-008-000	186.68
08-01	Parkside -Muirfield	018-200-009-000	186.68
08-01	Parkside -Muirfield	018-200-010-000	186.68
08-01	Parkside -Muirfield	018-200-011-000	186.68
08-01	Parkside -Muirfield	018-200-012-000	186.68
08-01	Parkside -Muirfield	018-200-013-000	186.68
08-01	Parkside -Muirfield	018-200-014-000	186.68
08-01	Parkside -Muirfield	018-200-015-000	186.68
08-01	Parkside -Muirfield	018-200-016-000	186.68
08-01	Parkside -Muirfield	018-200-017-000	186.68
08-01	Parkside -Muirfield	018-200-018-000	186.68
08-01	Parkside -Muirfield	018-200-019-000	186.68
08-01	Parkside -Muirfield	018-200-020-000	186.68
08-01	Parkside -Muirfield	018-200-021-000	186.68
08-01	Parkside -Muirfield	018-200-022-000	186.68
08-01	Parkside -Muirfield	018-200-023-000	186.68
08-01	Parkside -Muirfield	018-200-024-000	186.68
08-01	Parkside -Muirfield	018-200-025-000	186.68
08-01	Parkside -Muirfield	018-200-026-000	186.68
08-01	Parkside -Muirfield	018-200-027-000	186.68
08-01	Parkside -Muirfield	018-200-028-000	186.68
08-01	Parkside -Muirfield	018-200-029-000	186.68
08-01	Parkside -Muirfield	018-200-030-000	186.68
08-01	Parkside -Muirfield	018-200-031-000	186.68
08-01	Parkside -Muirfield	018-200-032-000	186.68
08-01	Parkside -Muirfield	018-200-033-000	186.68
08-01	Parkside -Muirfield	018-200-034-000	186.68
08-01	Parkside -Muirfield	018-200-035-000	186.68

City of Dinuba
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DistrictNo.	District Name	APN	Proposed Assessment (1)
08-01	Parkside -Muirfield	018-200-036-000	186.68
08-01	Parkside -Muirfield	018-200-037-000	186.68
08-01	Parkside -Muirfield	018-200-038-000	186.68
08-01	Parkside -Muirfield	018-200-039-000	186.68
08-01	Parkside -Muirfield	018-200-040-000	186.68
08-01	Parkside -Muirfield	018-200-041-000	186.68
08-01	Parkside -Muirfield	018-200-042-000	186.68
08-01	Parkside -Muirfield	018-200-043-000	186.68
08-01	Parkside -Muirfield	018-200-044-000	186.68
08-01	Parkside -Muirfield	018-200-045-000	186.68
08-01	Parkside -Muirfield	018-200-046-000	186.68
08-01	Parkside -Muirfield	018-200-047-000	186.68
08-01	Parkside -Muirfield	018-200-048-000	186.68
08-01	Parkside -Muirfield	018-200-049-000	186.68
08-01	Parkside -Muirfield	018-200-050-000	186.68
08-01	Parkside -Muirfield	018-200-051-000	186.68
08-01	Parkside -Muirfield	018-200-052-000	186.68
08-01	Parkside -Muirfield	018-200-053-000	186.68
08-01	Parkside -Muirfield	018-200-054-000	186.68
08-01	Parkside -Muirfield	018-200-055-000	186.68
08-01	Parkside -Muirfield	018-200-056-000	186.68
08-01	Parkside -Muirfield	018-200-057-000	186.68
08-01	Parkside -Muirfield	018-200-058-000	186.68
08-01	Parkside -Muirfield	018-200-059-000	186.68
08-01	Parkside -Muirfield	018-200-060-000	186.68
08-01	Parkside -Muirfield	018-200-061-000	186.68
08-01	Parkside -Muirfield	018-200-062-000	186.68
08-01	Parkside -Muirfield	018-200-063-000	186.68
08-01	Parkside -Muirfield	018-200-064-000	186.68
08-01	Parkside -Muirfield	018-200-065-000	186.68
08-01	Parkside -Muirfield	018-200-066-000	186.68
08-01	Parkside -Muirfield	018-200-067-000	186.68
08-01	Parkside -Muirfield	018-200-068-000	186.68
08-01	Parkside -Muirfield	018-200-069-000	186.68
08-01	Parkside -Muirfield	018-200-070-000	186.68
08-01	Parkside -Muirfield	018-200-071-000	186.68
08-01	Parkside -Muirfield	018-200-072-000	186.68
08-01	Parkside -Muirfield	018-200-073-000	186.68
08-01	Parkside -Muirfield	018-200-074-000	186.68
08-01	Parkside -Muirfield	018-200-075-000	186.68
08-01	Parkside -Muirfield	018-200-076-000	186.68
08-01	Parkside -Muirfield	018-210-001-000	186.68

City of Dinuba
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DistrictNo.	District Name	APN	Proposed Assessment (1)
08-01	Parkside -Muirfield	018-210-002-000	186.68
08-01	Parkside -Muirfield	018-210-007-000	186.68
08-01	Parkside -Muirfield	018-210-008-000	186.68
08-01	Parkside -Muirfield	018-210-009-000	186.68
08-01	Parkside -Muirfield	018-210-010-000	186.68
08-01	Parkside -Muirfield	018-210-011-000	186.68
08-01	Parkside -Muirfield	018-210-012-000	186.68
08-01	Parkside -Muirfield	018-210-013-000	186.68
08-01	Parkside -Muirfield	018-210-014-000	186.68
08-01	Parkside -Muirfield	018-210-020-000	186.68
08-01	Parkside -Muirfield	018-210-024-000	186.68
08-01	Parkside -Muirfield	018-210-025-000	186.68
08-01	Parkside -Muirfield	018-210-026-000	186.68
08-01	Parkside -Muirfield	018-210-027-000	186.68
08-01	Parkside -Muirfield	018-210-028-000	186.68
08-01	Parkside -Muirfield	018-210-029-000	186.68
08-01	Parkside -Muirfield	018-210-030-000	186.68
08-01	Parkside -Muirfield	018-210-031-000	186.68
08-01	Parkside -Muirfield	018-210-032-000	186.68
08-01	Parkside -Muirfield	018-210-033-000	186.68
08-01	Parkside -Muirfield	018-210-034-000	186.68
08-01	Parkside -Muirfield	018-210-035-000	186.68
08-01	Parkside -Muirfield	018-210-036-000	186.68
08-01	Parkside -Muirfield	018-210-037-000	186.68
08-01	Parkside -Muirfield	018-210-038-000	186.68
08-01	Parkside -Muirfield	018-210-039-000	186.68
08-01	Parkside -Muirfield	018-210-040-000	186.68
08-01	Parkside -Muirfield	018-210-041-000	186.68
08-01	Parkside -Muirfield	018-210-042-000	186.68
08-01	Parkside -Muirfield	018-210-043-000	186.68
08-01	Parkside -Muirfield	018-210-044-000	186.68
08-01	Parkside -Muirfield	018-210-045-000	186.68
08-01	Parkside -Muirfield	018-210-046-000	186.68
08-01	Parkside -Muirfield	018-210-047-000	186.68
08-01	Parkside -Muirfield	018-210-048-000	186.68
08-01	Parkside -Muirfield	018-210-049-000	186.68
08-01	Parkside -Muirfield	018-210-050-000	186.68
08-01	Parkside -Muirfield	018-210-051-000	186.68
08-01	Parkside -Muirfield	018-210-052-000	186.68
08-01	Parkside -Muirfield	018-210-053-000	186.68
08-01	Parkside -Muirfield	018-210-058-000	186.68
08-01	Parkside -Muirfield	018-210-061-000	186.68

City of Dinuba
Landscape and Lighting Assessment District
Fiscal Year 2021/22 Assessment Roll

DistrictNo.	District Name	APN	Proposed Assessment (1)
08-01	Parkside -Muirfield	018-210-062-000	186.68
08-01	Parkside -Muirfield	018-210-063-000	186.68
08-01	Parkside -Muirfield	018-210-064-000	186.68
08-01	Parkside -Muirfield	018-210-065-000	186.68
08-01	Parkside -Muirfield	018-210-066-000	186.68
08-01	Parkside -Muirfield	018-210-067-000	186.68
08-01	Parkside -Muirfield	018-210-068-000	186.68
08-01	Parkside -Muirfield	018-220-001-000	186.68
08-01	Parkside -Muirfield	018-220-002-000	186.68
08-01	Parkside -Muirfield	018-220-003-000	186.68
08-01	Parkside -Muirfield	018-220-004-000	186.68
08-01	Parkside -Muirfield	018-220-005-000	186.68
08-01	Parkside -Muirfield	018-220-006-000	186.68
08-01	Parkside -Muirfield	018-220-007-000	186.68
08-01	Parkside -Muirfield	018-220-008-000	186.68
08-01	Parkside -Muirfield	018-220-009-000	186.68
08-01	Parkside -Muirfield	018-220-010-000	186.68
08-01	Parkside -Muirfield	018-220-011-000	186.68
08-01	Parkside -Muirfield	018-220-012-000	186.68
08-01	Parkside -Muirfield	018-220-013-000	186.68
08-01	Parkside -Muirfield	018-220-014-000	186.68
08-01	Parkside -Muirfield	018-220-015-000	186.68
08-01	Parkside -Muirfield	018-220-016-000	186.68
08-01	Parkside -Muirfield	018-220-017-000	186.68
08-01	Parkside -Muirfield	018-220-018-000	186.68
08-01	Parkside -Muirfield	018-220-019-000	186.68
08-01	Parkside -Muirfield	018-220-020-000	186.68
08-01	Parkside -Muirfield	018-220-021-000	186.68
08-01	Parkside -Muirfield	018-220-022-000	186.68
08-01	Parkside -Muirfield	018-220-023-000	186.68
08-01	Parkside -Muirfield	018-220-024-000	186.68
08-01	Parkside -Muirfield	018-220-025-000	186.68
08-01	Parkside -Muirfield	018-220-026-000	186.68
08-01	Parkside -Muirfield	018-220-027-000	186.68
08-01	Parkside -Muirfield	018-220-028-000	186.68
08-01	Parkside -Muirfield	018-220-029-000	186.68
08-01	Parkside -Muirfield	018-220-030-000	186.68
08-01	Parkside -Muirfield	018-220-031-000	186.68
08-01	Parkside -Muirfield	018-220-032-000	186.68
08-01	Parkside -Muirfield	018-220-033-000	186.68
08-01	Parkside -Muirfield	018-220-034-000	186.68
08-01	Parkside -Muirfield	018-220-035-000	186.68

City of Dinuba
Landscape and Lighting Assessment District
Fiscal Year 2021/22 Assessment Roll

DistrictNo.	District Name	APN	Proposed Assessment (1)
08-01	Parkside -Muirfield	018-220-036-000	186.68
08-01	Parkside -Muirfield	018-220-037-000	186.68
08-01	Parkside -Muirfield	018-220-038-000	186.68
08-01	Parkside -Muirfield	018-220-039-000	186.68
08-01	Parkside -Muirfield	018-220-040-000	186.68
08-01	Parkside -Muirfield	018-220-041-000	186.68
08-01	Parkside -Muirfield	018-220-042-000	186.68
08-01	Parkside -Muirfield	018-220-043-000	186.68
08-01	Parkside -Muirfield	018-220-044-000	186.68
08-01	Parkside -Muirfield	018-220-045-000	186.68
08-01	Parkside -Muirfield	018-220-046-000	186.68
08-01	Parkside -Muirfield	018-220-047-000	186.68
08-01	Parkside -Muirfield	018-220-048-000	186.68
08-01	Parkside -Muirfield	018-220-049-000	186.68
08-01	Parkside -Muirfield	018-220-050-000	186.68
08-01	Parkside -Muirfield	018-220-051-000	186.68
08-01	Parkside -Muirfield	018-220-052-000	186.68
08-01	Parkside -Muirfield	018-220-053-000	186.68
08-01	Parkside -Muirfield	018-220-055-000	186.68
08-01	Parkside -Muirfield	018-220-056-000	186.68
08-01	Parkside -Muirfield	018-220-057-000	186.68
08-01	Parkside -Muirfield	018-220-058-000	186.68
08-01	Parkside -Muirfield	018-220-059-000	186.68
08-01	Parkside -Muirfield	018-220-060-000	186.68
08-01	Parkside -Muirfield	018-220-061-000	186.68
08-01	Parkside -Muirfield	018-220-062-000	186.68
08-01	Parkside -Muirfield	018-220-063-000	186.68
08-01	Parkside -Muirfield	018-220-064-000	186.68
08-01	Parkside -Muirfield	018-220-065-000	186.68
08-01	Parkside -Muirfield	018-220-066-000	186.68
08-01	Parkside -Muirfield	018-220-067-000	186.68
08-01	Parkside -Muirfield	018-220-068-000	186.68
08-01	Parkside -Muirfield	018-220-069-000	186.68
08-01	Parkside -Muirfield	018-220-070-000	186.68
08-01	Parkside -Muirfield	018-220-071-000	186.68
08-01	Parkside -Muirfield	018-220-072-000	186.68
08-01	Parkside -Muirfield	018-220-073-000	186.68
08-01	Parkside -Muirfield	018-220-074-000	186.68
08-01	Parkside -Muirfield	018-220-075-000	186.68
08-01	Parkside -Muirfield	018-220-076-000	186.68
08-01	Parkside -Muirfield	018-220-077-000	186.68
08-01	Parkside -Muirfield	018-220-078-000	186.68

City of Dinuba
Landscape and Lighting Assessment District
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DistrictNo.	District Name	APN	Proposed Assessment (1)
08-01	Parkside -Muirfield	018-220-079-000	186.68
08-01	Parkside -Muirfield	018-220-080-000	186.68
08-01	Parkside -Muirfield	018-220-081-000	186.68
08-01	Parkside -Muirfield	018-220-082-000	186.68
08-01	Parkside -Muirfield	018-220-083-000	186.68
08-01	Parkside -Muirfield	018-220-084-000	186.68
08-01	Parkside -Muirfield	018-220-085-000	186.68
08-01	Parkside -Muirfield	018-220-086-000	186.68
08-01	Parkside -Muirfield	018-220-087-000	186.68
08-01	Parkside -Muirfield	018-220-088-000	186.68
08-01	Parkside -Muirfield	018-230-001-000	186.68
08-01	Parkside -Muirfield	018-230-002-000	186.68
08-01	Parkside -Muirfield	018-230-003-000	186.68
08-01	Parkside -Muirfield	018-230-004-000	186.68
08-01	Parkside -Muirfield	018-230-005-000	186.68
08-01	Parkside -Muirfield	018-230-006-000	186.68
08-01	Parkside -Muirfield	018-230-007-000	186.68
08-01	Parkside -Muirfield	018-230-008-000	186.68
08-01	Parkside -Muirfield	018-230-009-000	186.68
08-01	Parkside -Muirfield	018-230-010-000	186.68
08-01	Parkside -Muirfield	018-230-011-000	186.68
08-01	Parkside -Muirfield	018-230-012-000	186.68
08-01	Parkside -Muirfield	018-230-013-000	186.68
08-01	Parkside -Muirfield	018-230-014-000	186.68
08-01	Parkside -Muirfield	018-230-015-000	186.68
08-01	Parkside -Muirfield	018-230-016-000	186.68
08-01	Parkside -Muirfield	018-230-017-000	186.68
08-01	Parkside -Muirfield	018-230-018-000	186.68
08-01	Parkside -Muirfield	018-230-019-000	186.68
08-01	Parkside -Muirfield	018-230-020-000	186.68
08-01	Parkside -Muirfield	018-230-021-000	186.68
08-01	Parkside -Muirfield	018-230-022-000	186.68
08-01	Parkside -Muirfield	018-230-023-000	186.68
08-01	Parkside -Muirfield	018-230-024-000	186.68
08-01	Parkside -Muirfield	018-230-025-000	186.68
08-01	Parkside -Muirfield	018-230-026-000	186.68
08-01	Parkside -Muirfield	018-230-027-000	186.68
08-01	Parkside -Muirfield	018-230-028-000	186.68
08-01	Parkside -Muirfield	018-230-029-000	186.68
08-01	Parkside -Muirfield	018-230-030-000	186.68
08-01	Parkside -Muirfield	018-230-031-000	186.68
08-01	Parkside -Muirfield	018-230-032-000	186.68

City of Dinuba
Landscape and Lighting Assessment District
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DistrictNo.	District Name	APN	Proposed Assessment (1)
08-01	Parkside -Muirfield	018-230-033-000	186.68
08-01	Parkside -Muirfield	018-230-034-000	186.68
08-01	Parkside -Muirfield	018-230-035-000	186.68
08-01	Parkside -Muirfield	018-230-036-000	186.68
08-01	Parkside -Muirfield	018-230-037-000	186.68
08-01	Parkside -Muirfield	018-230-038-000	186.68
08-01	Parkside -Muirfield	018-230-039-000	186.68
08-01	Parkside -Muirfield	018-230-040-000	186.68
08-01	Parkside -Muirfield	018-230-041-000	186.68
08-01	Parkside -Muirfield	018-230-042-000	186.68
08-01	Parkside -Muirfield	018-230-043-000	186.68
08-01	Parkside -Muirfield	018-230-044-000	186.68
08-01	Parkside -Muirfield	018-230-045-000	186.68
08-01	Parkside -Muirfield	018-230-046-000	186.68
08-01	Parkside -Muirfield	018-230-047-000	186.68
08-01	Parkside -Muirfield	018-230-048-000	186.68
08-01	Parkside -Muirfield	018-230-049-000	186.68
08-01	Parkside -Muirfield	018-230-050-000	186.68
08-01	Parkside -Muirfield	018-230-051-000	186.68
08-01	Parkside -Muirfield	018-230-052-000	186.68
08-01	Parkside -Muirfield	018-230-053-000	186.68
08-01	Parkside -Muirfield	018-230-054-000	186.68
08-01	Parkside -Muirfield	018-230-055-000	186.68
08-01	Parkside -Muirfield	018-230-056-000	186.68
08-01	Parkside -Muirfield	018-230-057-000	186.68
08-01	Parkside -Muirfield	018-230-058-000	186.68
08-01	Parkside -Muirfield	018-230-059-000	186.68
08-01	Parkside -Muirfield	018-230-060-000	186.68
08-01	Parkside -Muirfield	018-230-061-000	186.68
08-01	Parkside -Muirfield	018-230-062-000	186.68
08-01	Parkside -Muirfield	018-230-063-000	186.68
08-01	Parkside -Muirfield	018-230-064-000	186.68
08-01	Parkside -Muirfield	018-230-065-000	186.68
08-01	Parkside -Muirfield	018-230-066-000	186.68
08-01	Parkside -Muirfield	018-240-001-000	186.68
08-01	Parkside -Muirfield	018-240-002-000	186.68
08-01	Parkside -Muirfield	018-240-003-000	186.68
08-01	Parkside -Muirfield	018-240-004-000	186.68
08-01	Parkside -Muirfield	018-240-005-000	186.68
08-01	Parkside -Muirfield	018-240-006-000	186.68
08-01	Parkside -Muirfield	018-240-007-000	186.68
08-01	Parkside -Muirfield	018-240-008-000	186.68

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DistrictNo.	District Name	APN	Proposed Assessment (1)
08-01	Parkside -Muirfield	018-240-009-000	186.68
08-01	Parkside -Muirfield	018-240-010-000	186.68
08-01	Parkside -Muirfield	018-240-011-000	186.68
08-01	Parkside -Muirfield	018-240-012-000	186.68
08-01	Parkside -Muirfield	018-240-013-000	186.68
08-01	Parkside -Muirfield	018-240-014-000	186.68
08-01	Parkside -Muirfield	018-240-015-000	186.68
08-01	Parkside -Muirfield	018-240-016-000	186.68
08-01	Parkside -Muirfield	018-240-017-000	186.68
08-01	Parkside -Muirfield	018-240-018-000	186.68
08-01	Parkside -Muirfield	018-240-019-000	186.68
08-01	Parkside -Muirfield	018-240-020-000	186.68
08-01	Parkside -Muirfield	018-240-021-000	186.68
08-01	Parkside -Muirfield	018-240-022-000	186.68
08-01	Parkside -Muirfield	018-240-023-000	186.68
08-01	Parkside -Muirfield	018-240-024-000	186.68
08-01	Parkside -Muirfield	018-240-025-000	186.68
08-01	Parkside -Muirfield	018-240-026-000	186.68
08-01	Parkside -Muirfield	018-240-027-000	186.68
08-01	Parkside -Muirfield	018-240-028-000	186.68
08-01	Parkside -Muirfield	018-240-029-000	186.68
08-01	Parkside -Muirfield	018-240-030-000	186.68
08-01	Parkside -Muirfield	018-240-031-000	186.68
08-01	Parkside -Muirfield	018-240-032-000	186.68
08-01	Parkside -Muirfield	018-240-033-000	186.68
08-01	Parkside -Muirfield	018-240-034-000	186.68
08-01	Parkside -Muirfield	018-240-035-000	186.68
08-01	Parkside -Muirfield	018-240-036-000	186.68
08-01	Parkside -Muirfield	018-240-037-000	186.68
08-01	Parkside -Muirfield	018-240-038-000	186.68
08-01	Parkside -Muirfield	018-240-039-000	186.68
08-01	Parkside -Muirfield	018-240-040-000	186.68
08-01	Parkside -Muirfield	018-240-041-000	186.68
08-01	Parkside -Muirfield	018-240-042-000	186.68
08-01	Parkside -Muirfield	018-240-043-000	186.68
08-01	Parkside -Muirfield	018-240-044-000	186.68
08-01	Parkside -Muirfield	018-240-045-000	186.68
08-01	Parkside -Muirfield	018-240-046-000	186.68
08-01	Parkside -Muirfield	018-240-047-000	186.68
08-01	Parkside -Muirfield	018-240-048-000	186.68
08-01	Parkside -Muirfield	018-240-049-000	186.68
08-01	Parkside -Muirfield	018-240-050-000	186.68

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DistrictNo.	District Name	APN	Proposed Assessment (1)
08-01	Parkside -Muirfield	018-240-051-000	186.68
08-01	Parkside -Muirfield	018-240-052-000	186.68
08-01	Parkside -Muirfield	018-240-053-000	186.68
08-01	Parkside -Muirfield	018-240-054-000	186.68
08-01	Parkside -Muirfield	018-240-055-000	186.68
08-01	Parkside -Muirfield	018-240-056-000	186.68
08-01	Parkside -Muirfield	018-240-057-000	186.68
08-01	Parkside -Muirfield	018-240-058-000	186.68
08-01	Parkside -Muirfield	018-240-059-000	186.68
08-01	Parkside -Muirfield	018-240-060-000	186.68
08-01	Parkside -Muirfield	018-240-061-000	186.68
08-01	Parkside -Muirfield	018-240-062-000	186.68
08-01	Parkside -Muirfield	018-240-063-000	186.68
08-01	Parkside -Muirfield	018-240-064-000	186.68
08-01	Parkside -Muirfield	018-240-065-000	186.68
08-01	Parkside -Muirfield	018-240-066-000	186.68
08-01	Parkside -Muirfield	018-240-067-000	186.68
08-01	Parkside -Muirfield	018-240-068-000	186.68
08-01	Parkside -Muirfield	018-240-069-000	186.68
08-01	Parkside -Muirfield	018-240-070-000	186.68
08-01	Parkside -Muirfield	018-240-071-000	186.68
08-01	Parkside -Muirfield	018-240-072-000	186.68
08-01	Parkside -Muirfield	018-240-073-000	186.68
08-01	Parkside -Muirfield	018-240-074-000	186.68
08-01	Parkside -Muirfield	018-240-075-000	186.68
08-01	Parkside -Muirfield	018-240-076-000	186.68
08-01	Parkside -Muirfield	018-240-077-000	186.68
90-02	Peachwood Village	014-390-001-000	$276.81
90-02	Peachwood Village	014-390-002-000	276.81
90-02	Peachwood Village	014-390-003-000	276.81
90-02	Peachwood Village	014-390-004-000	276.81
90-02	Peachwood Village	014-390-005-000	276.81
90-02	Peachwood Village	014-390-006-000	276.81
90-02	Peachwood Village	014-390-007-000	276.81
90-02	Peachwood Village	014-390-008-000	276.81
90-02	Peachwood Village	014-390-009-000	276.81
90-02	Peachwood Village	014-390-010-000	276.81
90-02	Peachwood Village	014-390-011-000	276.81
90-02	Peachwood Village	014-390-012-000	276.81
90-02	Peachwood Village	014-390-013-000	276.81
90-02	Peachwood Village	014-390-014-000	276.81
90-02	Peachwood Village	014-390-015-000	276.81

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DistrictNo.	District Name	APN	Proposed Assessment (1)
90-02	Peachwood Village	014-390-016-000	276.81
90-02	Peachwood Village	014-390-017-000	276.81
90-02	Peachwood Village	014-390-018-000	276.81
90-02	Peachwood Village	014-390-019-000	276.81
90-02	Peachwood Village	014-390-020-000	276.81
90-02	Peachwood Village	014-390-021-000	276.81
90-02	Peachwood Village	014-390-022-000	276.81
90-02	Peachwood Village	014-390-023-000	276.81
90-02	Peachwood Village	014-390-024-000	276.81
90-02	Peachwood Village	014-390-025-000	276.81
90-02	Peachwood Village	014-390-026-000	276.81
90-02	Peachwood Village	014-390-027-000	276.81
90-02	Peachwood Village	014-390-028-000	276.81
90-02	Peachwood Village	014-390-029-000	276.81
90-02	Peachwood Village	014-390-030-000	276.81
90-02	Peachwood Village	014-390-031-000	276.81
90-02	Peachwood Village	014-390-032-000	276.81
90-02	Peachwood Village	014-390-033-000	276.81
90-02	Peachwood Village	014-390-034-000	276.81
90-02	Peachwood Village	014-390-035-000	276.81
90-02	Peachwood Village	014-390-036-000	276.81
90-02	Peachwood Village	014-390-037-000	276.81
90-02	Peachwood Village	014-390-038-000	276.81
90-02	Peachwood Village	014-390-039-000	276.81
90-02	Peachwood Village	014-390-040-000	276.81
90-02	Peachwood Village	014-390-041-000	276.81
90-02	Peachwood Village	014-390-042-000	276.81
90-02	Peachwood Village	014-390-043-000	276.81
90-02	Peachwood Village	014-400-001-000	276.81
90-02	Peachwood Village	014-400-002-000	276.81
90-02	Peachwood Village	014-400-003-000	276.81
90-02	Peachwood Village	014-400-004-000	276.81
90-02	Peachwood Village	014-400-005-000	276.81
90-02	Peachwood Village	014-400-006-000	276.81
90-02	Peachwood Village	014-400-007-000	276.81
90-02	Peachwood Village	014-400-008-000	276.81
90-02	Peachwood Village	014-400-009-000	276.81
90-02	Peachwood Village	014-400-010-000	276.81
90-02	Peachwood Village	014-400-011-000	276.81
90-02	Peachwood Village	014-400-012-000	276.81
90-02	Peachwood Village	014-400-013-000	276.81
90-02	Peachwood Village	014-400-014-000	276.81

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DistrictNo.	District Name	APN	Proposed Assessment (1)
90-02	Peachwood Village	014-400-015-000	276.81
90-02	Peachwood Village	014-400-016-000	276.81
90-02	Peachwood Village	014-400-017-000	276.81
90-02	Peachwood Village	014-400-018-000	276.81
90-02	Peachwood Village	014-400-019-000	276.81
90-02	Peachwood Village	014-400-020-000	276.81
90-02	Peachwood Village	014-400-021-000	276.81
90-02	Peachwood Village	014-400-022-000	276.81
90-02	Peachwood Village	014-400-023-000	276.81
90-02	Peachwood Village	014-400-024-000	276.81
90-02	Peachwood Village	014-400-025-000	276.81
90-02	Peachwood Village	014-400-026-000	276.81
90-02	Peachwood Village	014-400-027-000	276.81
90-02	Peachwood Village	014-400-028-000	276.81
90-02	Peachwood Village	014-400-029-000	276.81
90-02	Peachwood Village	014-400-030-000	276.81
90-02	Peachwood Village	014-400-031-000	276.81
90-02	Peachwood Village	014-400-032-000	276.81
90-02	Peachwood Village	014-400-033-000	276.81
90-02	Peachwood Village	014-400-034-000	276.81
90-02	Peachwood Village	014-400-035-000	276.81
90-02	Peachwood Village	014-400-036-000	276.81
90-02	Peachwood Village	014-400-037-000	276.81
90-02	Peachwood Village	014-400-038-000	276.81
90-02	Peachwood Village	014-400-039-000	276.81
90-02	Peachwood Village	014-400-040-000	276.81
90-02	Peachwood Village	014-400-041-000	276.81
90-02	Peachwood Village	014-400-042-000	276.81
90-02	Peachwood Village	014-400-043-000	276.81
90-02	Peachwood Village	014-400-044-000	276.81
90-02	Peachwood Village	014-400-045-000	276.81
90-02	Peachwood Village	014-400-046-000	276.81
90-02	Peachwood Village	014-400-047-000	276.81
90-02	Peachwood Village	014-400-048-000	276.81
90-02	Peachwood Village	014-400-049-000	276.81
90-02	Peachwood Village	014-400-050-000	276.81
90-02	Peachwood Village	014-400-051-000	276.81
90-02	Peachwood Village	014-400-052-000	276.81
95-02	Sierra Heights	030-260-002-000	$186.16
95-02	Sierra Heights	030-260-003-000	186.16
95-02	Sierra Heights	030-260-004-000	186.16
95-02	Sierra Heights	030-260-005-000	186.16

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DistrictNo.	District Name	APN	Proposed Assessment (1)
95-02	Sierra Heights	030-260-006-000	186.16
95-02	Sierra Heights	030-260-007-000	186.16
95-02	Sierra Heights	030-260-008-000	186.16
95-02	Sierra Heights	030-260-009-000	186.16
95-02	Sierra Heights	030-260-010-000	186.16
95-02	Sierra Heights	030-260-011-000	186.16
95-02	Sierra Heights	030-260-012-000	186.16
95-02	Sierra Heights	030-260-013-000	186.16
95-02	Sierra Heights	030-260-014-000	186.16
95-02	Sierra Heights	030-260-015-000	186.16
95-02	Sierra Heights	030-260-016-000	186.16
95-02	Sierra Heights	030-260-017-000	186.16
95-02	Sierra Heights	030-260-018-000	186.16
95-02	Sierra Heights	030-260-019-000	186.16
95-02	Sierra Heights	030-260-020-000	186.16
95-02	Sierra Heights	030-260-021-000	186.16
95-02	Sierra Heights	030-260-022-000	186.16
95-02	Sierra Heights	030-260-023-000	186.16
95-02	Sierra Heights	030-260-024-000	186.16
95-02	Sierra Heights	030-260-025-000	186.16
95-02	Sierra Heights	030-260-026-000	186.16
95-02	Sierra Heights	030-260-027-000	186.16
95-02	Sierra Heights	030-260-028-000	186.16
95-02	Sierra Heights	030-260-029-000	186.16
95-02	Sierra Heights	030-260-030-000	186.16
95-02	Sierra Heights	030-260-031-000	186.16
95-02	Sierra Heights	030-260-032-000	186.16
95-02	Sierra Heights	030-260-033-000	186.16
95-02	Sierra Heights	030-260-034-000	186.16
95-02	Sierra Heights	030-260-035-000	186.16
95-02	Sierra Heights	030-260-036-000	186.16
95-02	Sierra Heights	030-260-037-000	186.16
95-02	Sierra Heights	030-260-038-000	186.16
95-02	Sierra Heights	030-260-039-000	186.16
95-02	Sierra Heights	030-270-005-000	186.16
95-02	Sierra Heights	030-270-006-000	186.16
95-02	Sierra Heights	030-270-007-000	186.16
95-02	Sierra Heights	030-270-008-000	186.16
95-02	Sierra Heights	030-270-009-000	186.16
95-02	Sierra Heights	030-270-010-000	186.16
95-02	Sierra Heights	030-270-011-000	186.16
95-02	Sierra Heights	030-270-012-000	186.16

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DistrictNo.	District Name	APN	Proposed Assessment (1)
95-02	Sierra Heights	030-270-013-000	186.16
95-02	Sierra Heights	030-270-014-000	186.16
95-02	Sierra Heights	030-270-015-000	186.16
95-02	Sierra Heights	030-270-016-000	186.16
95-02	Sierra Heights	030-270-017-000	186.16
95-02	Sierra Heights	030-270-018-000	186.16
95-02	Sierra Heights	030-270-019-000	186.16
95-02	Sierra Heights	030-270-020-000	186.16
95-02	Sierra Heights	030-270-021-000	186.16
95-02	Sierra Heights	030-270-022-000	186.16
95-02	Sierra Heights	030-270-023-000	186.16
95-02	Sierra Heights	030-270-024-000	186.16
95-02	Sierra Heights	030-270-025-000	186.16
95-02	Sierra Heights	030-270-026-000	186.16
95-02	Sierra Heights	030-270-027-000	186.16
95-02	Sierra Heights	030-270-028-000	186.16
95-02	Sierra Heights	030-270-029-000	186.16
95-02	Sierra Heights	030-270-030-000	186.16
95-02	Sierra Heights	030-270-031-000	186.16
95-02	Sierra Heights	030-270-032-000	186.16
95-02	Sierra Heights	030-270-033-000	186.16
95-02	Sierra Heights	030-270-034-000	186.16
95-02	Sierra Heights	030-270-035-000	186.16
95-02	Sierra Heights	030-270-036-000	186.16
95-02	Sierra Heights	030-270-037-000	186.16
95-02	Sierra Heights	030-270-038-000	186.16
95-02	Sierra Heights	030-270-039-000	186.16
95-02	Sierra Heights	030-270-040-000	186.16
95-02	Sierra Heights	030-270-041-000	186.16
95-02	Sierra Heights	030-270-042-000	186.16
95-02	Sierra Heights	030-270-043-000	186.16
95-02	Sierra Heights	030-270-044-000	186.16
95-02	Sierra Heights	030-270-045-000	186.16
95-02	Sierra Heights	030-270-046-000	186.16
95-02	Sierra Heights	030-270-047-000	186.16
95-02	Sierra Heights	030-270-048-000	186.16
95-02	Sierra Heights	030-270-049-000	186.16
95-02	Sierra Heights	030-270-050-000	186.16
06-03	Sierra View Estates	013-120-013-000	$248.35
06-03	Sierra View Estates	013-120-014-000	248.35
06-03	Sierra View Estates	013-120-015-000	248.35
06-03	Sierra View Estates	013-120-016-000	248.35

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DistrictNo.	District Name	APN	Proposed Assessment (1)
06-03	Sierra View Estates	013-120-017-000	248.35
06-03	Sierra View Estates	013-120-018-000	248.35
06-03	Sierra View Estates	013-120-019-000	248.35
06-03	Sierra View Estates	013-120-020-000	248.35
06-03	Sierra View Estates	013-120-021-000	248.35
06-03	Sierra View Estates	013-120-022-000	248.35
06-03	Sierra View Estates	013-120-023-000	248.35
06-03	Sierra View Estates	013-120-024-000	248.35
06-03	Sierra View Estates	013-120-025-000	248.35
06-03	Sierra View Estates	013-120-026-000	248.35
06-03	Sierra View Estates	013-120-027-000	248.35
06-03	Sierra View Estates	013-120-030-000	248.35
06-03	Sierra View Estates	013-120-031-000	248.35
06-03	Sierra View Estates	013-120-032-000	248.35
06-03	Sierra View Estates	013-120-033-000	248.35
06-03	Sierra View Estates	013-120-034-000	248.35
06-03	Sierra View Estates	013-120-035-000	248.35
06-03	Sierra View Estates	013-120-036-000	248.35
06-03	Sierra View Estates	013-120-037-000	248.35
06-03	Sierra View Estates	013-120-038-000	248.35
06-03	Sierra View Estates	013-120-039-000	248.35
06-04	Stony Creek	030-260-048-000	$149.91
06-04	Stony Creek	030-260-049-000	149.91
06-04	Stony Creek	030-260-050-000	149.91
06-04	Stony Creek	030-260-051-000	149.91
06-04	Stony Creek	030-260-052-000	149.91
06-04	Stony Creek	030-260-053-000	149.91
06-04	Stony Creek	030-260-054-000	149.91
06-04	Stony Creek	030-260-055-000	149.91
06-04	Stony Creek	030-260-056-000	149.91
06-04	Stony Creek	030-260-057-000	149.91
06-04	Stony Creek	030-260-058-000	149.91
06-01	Sugar Plum	014-500-001-000	$140.57
06-01	Sugar Plum	014-500-002-000	140.57
06-01	Sugar Plum	014-500-003-000	140.57
06-01	Sugar Plum	014-500-004-000	140.57
06-01	Sugar Plum	014-500-005-000	140.57
06-01	Sugar Plum	014-500-006-000	140.57
06-01	Sugar Plum	014-500-007-000	140.57
06-01	Sugar Plum	014-500-008-000	140.57
06-01	Sugar Plum	014-500-009-000	140.57
06-01	Sugar Plum	014-500-010-000	140.57

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06-01	Sugar Plum	014-500-011-000	140.57
06-01	Sugar Plum	014-500-012-000	140.57
06-01	Sugar Plum	014-500-013-000	140.57
06-01	Sugar Plum	014-500-014-000	140.57
06-01	Sugar Plum	014-500-015-000	140.57
06-01	Sugar Plum	014-500-016-000	140.57
06-01	Sugar Plum	014-500-017-000	140.57
06-01	Sugar Plum	014-500-018-000	140.57
06-01	Sugar Plum	014-500-019-000	140.57
06-01	Sugar Plum	014-500-020-000	140.57
06-01	Sugar Plum	014-500-021-000	140.57
06-01	Sugar Plum	014-500-022-000	140.57
06-01	Sugar Plum	014-500-023-000	140.57
06-01	Sugar Plum	014-500-024-000	140.57
06-01	Sugar Plum	014-500-025-000	140.57
06-01	Sugar Plum	014-500-026-000	140.57
06-01	Sugar Plum	014-500-027-000	140.57
06-01	Sugar Plum	014-500-028-000	140.57
06-01	Sugar Plum	014-500-029-000	140.57
06-01	Sugar Plum	014-500-030-000	140.57
06-01	Sugar Plum	014-500-031-000	140.57
06-01	Sugar Plum	014-500-032-000	140.57
06-01	Sugar Plum	014-500-033-000	140.57
06-01	Sugar Plum	014-500-034-000	140.57
06-01	Sugar Plum	014-500-035-000	140.57
06-01	Sugar Plum	014-500-036-000	140.57
06-01	Sugar Plum	014-500-037-000	140.57
06-01	Sugar Plum	014-500-038-000	140.57
06-01	Sugar Plum	014-500-039-000	140.57
06-01	Sugar Plum	014-500-041-000	140.57
06-01	Sugar Plum	014-500-042-000	140.57
06-01	Sugar Plum	014-500-043-000	140.57
06-01	Sugar Plum	014-500-044-000	140.57
06-01	Sugar Plum	014-500-045-000	140.57
06-01	Sugar Plum	014-500-046-000	140.57
06-01	Sugar Plum	014-500-047-000	140.57
06-01	Sugar Plum	014-500-048-000	140.57
06-01	Sugar Plum	014-500-049-000	140.57
06-01	Sugar Plum	014-500-050-000	140.57
06-01	Sugar Plum	014-500-051-000	140.57
06-01	Sugar Plum	014-500-052-000	140.57
06-01	Sugar Plum	014-500-053-000	140.57

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DistrictNo.	District Name	APN	Proposed Assessment (1)
06-01	Sugar Plum	014-500-054-000	140.57
06-01	Sugar Plum	014-500-055-000	140.57
06-01	Sugar Plum	014-500-056-000	140.57
06-01	Sugar Plum	014-500-057-000	140.57
06-01	Sugar Plum	014-500-058-000	140.57
06-01	Sugar Plum	014-500-059-000	140.57
06-01	Sugar Plum	014-500-060-000	140.57
06-01	Sugar Plum	014-500-061-000	140.57
06-01	Sugar Plum	014-500-062-000	140.57
06-01	Sugar Plum	014-500-063-000	140.57
06-01	Sugar Plum	014-500-064-000	140.57
06-01	Sugar Plum	014-500-065-000	140.57
06-01	Sugar Plum	014-500-066-000	140.57
06-01	Sugar Plum	014-500-067-000	140.57
06-01	Sugar Plum	014-500-068-000	140.57
06-01	Sugar Plum	014-500-069-000	140.57
06-01	Sugar Plum	014-500-070-000	140.57
06-01	Sugar Plum	014-500-071-000	140.57
06-01	Sugar Plum	014-500-072-000	140.57
06-01	Sugar Plum	014-500-073-000	140.57
06-01	Sugar Plum	014-500-074-000	140.57
06-01	Sugar Plum	014-500-075-000	140.57
06-01	Sugar Plum	014-500-076-000	140.57
06-01	Sugar Plum	014-500-077-000	140.57
06-01	Sugar Plum	014-500-078-000	140.57
06-01	Sugar Plum	014-500-079-000	140.57
06-01	Sugar Plum	014-570-001-000	140.57
06-01	Sugar Plum	014-570-002-000	140.57
06-01	Sugar Plum	014-570-003-000	140.57
06-01	Sugar Plum	014-570-004-000	140.57
06-01	Sugar Plum	014-570-005-000	140.57
06-01	Sugar Plum	014-570-006-000	140.57
06-01	Sugar Plum	014-570-007-000	140.57
06-01	Sugar Plum	014-570-008-000	140.57
06-01	Sugar Plum	014-570-009-000	140.57
06-01	Sugar Plum	014-570-010-000	140.57
06-01	Sugar Plum	014-570-011-000	140.57
06-01	Sugar Plum	014-570-012-000	140.57
06-01	Sugar Plum	014-570-013-000	140.57
06-01	Sugar Plum	014-570-014-000	140.57
06-01	Sugar Plum	014-570-015-000	140.57
06-01	Sugar Plum	014-570-016-000	140.57

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DistrictNo.	District Name	APN	Proposed Assessment (1)
06-01	Sugar Plum	014-570-017-000	140.57
06-01	Sugar Plum	014-570-018-000	140.57
06-01	Sugar Plum	014-570-019-000	140.57
06-01	Sugar Plum	014-570-020-000	140.57
06-01	Sugar Plum	014-570-021-000	140.57
06-01	Sugar Plum	014-570-022-000	140.57
06-01	Sugar Plum	014-570-023-000	140.57
06-01	Sugar Plum	014-570-024-000	140.57
06-01	Sugar Plum	014-570-025-000	140.57
06-01	Sugar Plum	014-570-026-000	140.57
06-01	Sugar Plum	014-570-027-000	140.57
06-01	Sugar Plum	014-570-028-000	140.57
06-01	Sugar Plum	014-570-029-000	140.57
06-01	Sugar Plum	014-570-030-000	140.57
06-01	Sugar Plum	014-570-031-000	140.57
06-01	Sugar Plum	014-570-032-000	140.57
06-01	Sugar Plum	014-570-033-000	140.57
06-01	Sugar Plum	014-570-034-000	140.57
06-01	Sugar Plum	014-570-035-000	140.57
06-01	Sugar Plum	014-570-036-000	140.57
06-01	Sugar Plum	014-570-037-000	140.57
06-01	Sugar Plum	014-570-038-000	140.57
06-01	Sugar Plum	014-570-039-000	140.57
06-01	Sugar Plum	014-570-040-000	140.57
06-01	Sugar Plum	014-570-041-000	140.57
06-01	Sugar Plum	014-570-042-000	140.57
06-01	Sugar Plum	014-570-043-000	140.57
06-01	Sugar Plum	014-570-044-000	140.57
06-01	Sugar Plum	014-570-045-000	140.57
06-01	Sugar Plum	014-570-046-000	140.57
06-01	Sugar Plum	014-570-047-000	140.57
06-01	Sugar Plum	014-570-048-000	140.57
06-01	Sugar Plum	014-570-049-000	140.57
06-01	Sugar Plum	014-570-050-000	140.57
06-01	Sugar Plum	014-570-051-000	140.57
06-01	Sugar Plum	014-570-052-000	140.57
06-01	Sugar Plum	014-570-053-000	140.57
06-01	Sugar Plum	014-570-054-000	140.57
06-01	Sugar Plum	014-570-055-000	140.57
06-01	Sugar Plum	014-570-056-000	140.57
06-01	Sugar Plum	014-570-057-000	140.57
06-01	Sugar Plum	014-570-058-000	140.57

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DistrictNo.	District Name	APN	Proposed Assessment (1)
06-01	Sugar Plum	014-570-059-000	140.57
06-01	Sugar Plum	014-570-060-000	140.57
06-01	Sugar Plum	014-570-061-000	140.57
06-01	Sugar Plum	014-570-062-000	140.57
06-01	Sugar Plum	014-570-063-000	140.57
06-01	Sugar Plum	014-570-064-000	140.57
06-01	Sugar Plum	014-570-065-000	140.57
95-01	Tierra Vista	013-110-003-000	$249.58
95-01	Tierra Vista	013-110-004-000	249.58
95-01	Tierra Vista	013-110-005-000	249.58
95-01	Tierra Vista	013-110-006-000	249.58
95-01	Tierra Vista	013-110-007-000	249.58
95-01	Tierra Vista	013-110-008-000	249.58
95-01	Tierra Vista	013-110-009-000	249.58
95-01	Tierra Vista	013-110-010-000	249.58
95-01	Tierra Vista	013-110-011-000	249.58
95-01	Tierra Vista	013-110-012-000	249.58
95-01	Tierra Vista	013-110-013-000	249.58
95-01	Tierra Vista	013-110-014-000	249.58
95-01	Tierra Vista	013-110-015-000	249.58
95-01	Tierra Vista	013-110-016-000	249.58
95-01	Tierra Vista	013-110-017-000	249.58
95-01	Tierra Vista	013-110-018-000	249.58
95-01	Tierra Vista	013-110-019-000	249.58
95-01	Tierra Vista	013-110-020-000	249.58
95-01	Tierra Vista	013-110-021-000	249.58
95-01	Tierra Vista	013-110-022-000	249.58
95-01	Tierra Vista	013-110-023-000	249.58
95-01	Tierra Vista	013-120-004-000	249.58
95-01	Tierra Vista	013-120-005-000	249.58
95-01	Tierra Vista	013-120-006-000	249.58
95-01	Tierra Vista	013-120-007-000	249.58
95-01	Tierra Vista	013-120-008-000	249.58
95-01	Tierra Vista	013-120-009-000	249.58
95-01	Tierra Vista	013-120-010-000	249.58
95-01	Tierra Vista	013-120-011-000	249.58
95-01	Tierra Vista	013-120-012-000	249.58
09-01	Viscaya	014-390-044-000	$312.54
09-01	Viscaya	014-390-045-000	312.54
09-01	Viscaya	014-390-046-000	312.54
09-01	Viscaya	014-390-047-000	312.54
09-01	Viscaya	014-390-048-000	312.54

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DistrictNo.	District Name	APN	Proposed Assessment (1)
09-01	Viscaya	014-390-049-000	312.54
09-01	Viscaya	014-390-050-000	312.54
09-01	Viscaya	014-390-051-000	312.54
09-01	Viscaya	014-390-052-000	312.54
09-01	Viscaya	014-390-053-000	312.54
09-01	Viscaya	014-390-054-000	312.54
09-01	Viscaya	014-390-055-000	312.54
09-01	Viscaya	014-480-001-000	312.54
09-01	Viscaya	014-480-002-000	312.54
09-01	Viscaya	014-480-003-000	312.54
09-01	Viscaya	014-480-004-000	312.54
09-01	Viscaya	014-480-005-000	312.54
09-01	Viscaya	014-480-006-000	312.54
09-01	Viscaya	014-480-007-000	312.54
09-01	Viscaya	014-480-008-000	312.54
09-01	Viscaya	014-480-009-000	312.54
09-01	Viscaya	014-480-010-000	312.54
09-01	Viscaya	014-480-011-000	312.54
09-01	Viscaya	014-480-012-000	312.54
09-01	Viscaya	014-480-013-000	312.54
09-01	Viscaya	014-480-014-000	312.54
09-01	Viscaya	014-510-001-000	312.54
09-01	Viscaya	014-510-002-000	312.54
09-01	Viscaya	014-510-003-000	312.54
09-01	Viscaya	014-510-004-000	312.54
09-01	Viscaya	014-510-005-000	312.54
09-01	Viscaya	014-510-006-000	312.54
09-01	Viscaya	014-510-007-000	312.54
09-01	Viscaya	014-510-008-000	312.54
09-01	Viscaya	014-510-009-000	312.54
09-01	Viscaya	014-510-010-000	312.54
09-01	Viscaya	014-510-011-000	312.54
09-01	Viscaya	014-510-012-000	312.54
09-01	Viscaya	014-510-013-000	312.54
09-01	Viscaya	014-510-014-000	312.54
09-01	Viscaya	014-510-015-000	312.54
09-01	Viscaya	014-510-016-000	312.54
09-01	Viscaya	014-510-017-000	312.54
09-01	Viscaya	014-510-018-000	312.54
09-01	Viscaya	014-510-019-000	312.54
09-01	Viscaya	014-510-020-000	312.54
09-01	Viscaya	014-510-021-000	312.54

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DistrictNo.	District Name	APN	Proposed Assessment (1)
09-01	Viscaya	014-510-022-000	312.54
09-01	Viscaya	014-510-023-000	312.54
09-01	Viscaya	014-510-024-000	312.54
09-01	Viscaya	014-510-026-000	312.54
09-01	Viscaya	014-510-027-000	312.54
09-01	Viscaya	014-510-028-000	312.54
09-01	Viscaya	014-510-030-000	312.54
09-01	Viscaya	014-510-031-000	312.54
09-01	Viscaya	014-510-032-000	312.54
09-01	Viscaya	014-510-033-000	312.54
09-01	Viscaya	014-510-034-000	312.54
09-01	Viscaya	014-510-035-000	312.54
09-01	Viscaya	014-510-036-000	312.54
09-01	Viscaya	014-510-037-000	312.54
09-01	Viscaya	014-510-038-000	312.54
09-01	Viscaya	014-510-039-000	312.54
09-01	Viscaya	014-510-040-000	312.54
09-01	Viscaya	014-510-041-000	312.54
09-01	Viscaya	014-510-042-000	312.54
09-01	Viscaya	014-510-043-000	312.54
09-01	Viscaya	014-510-044-000	312.54
09-01	Viscaya	014-510-045-000	312.54
09-01	Viscaya	014-510-046-000	312.54
09-01	Viscaya	014-510-047-000	312.54
09-01	Viscaya	014-510-048-000	312.54
09-01	Viscaya	014-510-049-000	312.54
09-01	Viscaya	014-510-050-000	312.54
09-01	Viscaya	014-510-051-000	312.54
09-01	Viscaya	014-510-052-000	312.54
09-01	Viscaya	014-510-053-000	312.54
09-01	Viscaya	014-510-054-000	312.54
09-01	Viscaya	014-510-055-000	312.54
09-01	Viscaya	014-510-056-000	312.54
09-01	Viscaya	014-510-057-000	312.54
09-01	Viscaya	014-510-058-000	312.54
09-01	Viscaya	014-510-059-000	312.54
09-01	Viscaya	014-510-060-000	312.54
09-01	Viscaya	014-510-061-000	312.54
09-01	Viscaya	014-510-062-000	312.54
09-01	Viscaya	014-510-063-000	312.54
09-01	Viscaya	014-510-064-000	312.54
09-01	Viscaya	014-510-065-000	312.54

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DistrictNo.	District Name	APN	Proposed Assessment (1)
09-01	Viscaya	014-510-066-000	312.54
09-01	Viscaya	014-510-067-000	312.54
09-01	Viscaya	014-510-068-000	312.54
09-01	Viscaya	014-510-069-000	312.54
09-01	Viscaya	014-510-070-000	312.54
09-01	Viscaya	014-510-071-000	312.54
09-01	Viscaya	014-510-072-000	312.54
09-01	Viscaya	014-510-073-000	312.54
09-01	Viscaya	014-510-074-000	312.54
09-01	Viscaya	014-510-075-000	312.54
09-01	Viscaya	014-510-076-000	312.54
09-01	Viscaya	014-510-077-000	312.54
09-01	Viscaya	014-520-001-000	312.54
09-01	Viscaya	014-520-002-000	312.54
09-01	Viscaya	014-520-003-000	312.54
09-01	Viscaya	014-520-004-000	312.54
09-01	Viscaya	014-520-005-000	312.54
09-01	Viscaya	014-520-006-000	312.54
09-01	Viscaya	014-520-007-000	312.54
09-01	Viscaya	014-520-008-000	312.54
09-01	Viscaya	014-520-009-000	312.54
09-01	Viscaya	014-520-010-000	312.54
09-01	Viscaya	014-520-011-000	312.54
09-01	Viscaya	014-520-012-000	312.54
09-01	Viscaya	014-520-013-000	312.54
09-01	Viscaya	014-520-014-000	312.54
09-01	Viscaya	014-520-015-000	312.54
09-01	Viscaya	014-520-016-000	312.54
09-01	Viscaya	014-520-017-000	312.54
09-01	Viscaya	014-520-020-000	312.54
09-01	Viscaya	014-520-021-000	312.54
09-01	Viscaya	014-520-022-000	312.54
09-01	Viscaya	014-520-023-000	312.54
09-01	Viscaya	014-520-024-000	312.54
09-01	Viscaya	014-520-025-000	312.54
09-01	Viscaya	014-520-031-000	312.54
09-01	Viscaya	014-520-032-000	312.54
09-01	Viscaya	014-520-033-000	312.54
09-01	Viscaya	014-520-034-000	312.54
09-01	Viscaya	014-520-035-000	312.54
09-01	Viscaya	014-520-036-000	312.54
09-01	Viscaya	014-520-037-000	312.54

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DistrictNo.	District Name	APN	Proposed Assessment (1)
09-01	Viscaya	014-520-038-000	312.54
09-01	Viscaya	014-520-039-000	312.54
09-01	Viscaya	014-520-040-000	312.54
09-01	Viscaya	014-520-041-000	312.54
09-01	Viscaya	014-520-042-000	312.54
09-01	Viscaya	014-520-043-000	312.54
09-01	Viscaya	014-520-044-000	312.54
09-01	Viscaya	014-520-045-000	312.54
09-01	Viscaya	014-520-046-000	312.54
09-01	Viscaya	014-520-047-000	312.54
09-01	Viscaya	014-520-048-000	312.54
09-01	Viscaya	014-520-049-000	312.54
09-01	Viscaya	014-520-064-000	312.54
09-01	Viscaya	014-520-065-000	312.54
09-01	Viscaya	014-520-066-000	312.54
09-01	Viscaya	014-520-067-000	312.54
09-01	Viscaya	014-520-068-000	312.54
09-01	Viscaya	014-520-069-000	312.54
09-01	Viscaya	014-520-070-000	312.54
09-01	Viscaya	014-520-071-000	312.54
09-01	Viscaya	014-520-072-000	312.54
09-01	Viscaya	014-520-073-000	312.54
09-01	Viscaya	014-520-074-000	312.54
09-01	Viscaya	014-520-075-000	312.54
09-01	Viscaya	014-520-076-000	312.54
09-01	Viscaya	014-520-077-000	312.54
09-01	Viscaya	014-520-078-000	312.54
09-01	Viscaya	014-520-079-000	312.54
09-01	Viscaya	014-520-080-000	312.54
09-01	Viscaya	014-530-002-000	312.54
09-01	Viscaya	014-530-009-000	312.54
09-01	Viscaya	014-530-010-000	312.54
09-01	Viscaya	014-530-011-000	312.54
09-01	Viscaya	014-530-012-000	312.54
09-01	Viscaya	014-530-013-000	312.54
09-01	Viscaya	014-530-014-000	312.54
09-01	Viscaya	014-530-015-000	312.54
09-01	Viscaya	014-530-016-000	312.54
09-01	Viscaya	014-530-017-000	312.54
09-01	Viscaya	014-530-018-000	312.54
09-01	Viscaya	014-530-019-000	312.54
09-01	Viscaya	014-530-020-000	312.54

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DistrictNo.	District Name	APN	Proposed Assessment (1)
09-01	Viscaya	014-530-021-000	312.54
09-01	Viscaya	014-530-022-000	312.54
09-01	Viscaya	014-530-023-000	312.54
09-01	Viscaya	014-530-024-000	312.54
09-01	Viscaya	014-530-025-000	312.54
09-01	Viscaya	014-530-026-000	312.54
09-01	Viscaya	014-530-027-000	312.54
09-01	Viscaya	014-530-028-000	312.54
09-01	Viscaya	014-530-029-000	312.54
09-01	Viscaya	014-530-030-000	312.54
09-01	Viscaya	014-530-031-000	312.54
09-01	Viscaya	014-530-032-000	312.54
09-01	Viscaya	014-530-033-000	312.54
09-01	Viscaya	014-530-054-000	312.54
09-01	Viscaya	014-530-055-000	312.54
09-01	Viscaya	014-530-056-000	312.54
09-01	Viscaya	014-530-057-000	312.54
09-01	Viscaya	014-530-058-000	312.54
09-01	Viscaya	014-530-059-000	312.54
09-01	Viscaya	014-530-060-000	312.54
09-01	Viscaya	014-530-061-000	312.54
09-01	Viscaya	014-530-062-000	312.54
09-01	Viscaya	014-530-063-000	312.54
09-01	Viscaya	014-530-064-000	312.54
09-01	Viscaya	014-530-065-000	312.54
09-01	Viscaya	014-530-066-000	312.54
09-01	Viscaya	014-530-067-000	312.54
09-01	Viscaya	014-530-068-000	312.54
09-01	Viscaya	014-530-069-000	312.54
09-01	Viscaya	014-530-070-000	312.54
09-01	Viscaya	014-530-071-000	312.54
09-01	Viscaya	014-530-072-000	312.54
09-01	Viscaya	014-530-073-000	312.54
09-01	Viscaya	014-530-074-000	312.54
09-01	Viscaya	014-530-075-000	312.54
09-01	Viscaya	014-530-076-000	312.54
09-01	Viscaya	014-540-001-000	312.54
09-01	Viscaya	014-540-002-000	312.54
09-01	Viscaya	014-540-003-000	312.54
09-01	Viscaya	014-540-004-000	312.54
09-01	Viscaya	014-540-005-000	312.54
09-01	Viscaya	014-540-006-000	312.54

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DistrictNo.	District Name	APN	Proposed Assessment (1)
09-01	Viscaya	014-540-007-000	312.54
09-01	Viscaya	014-540-008-000	312.54
09-01	Viscaya	014-540-009-000	312.54
09-01	Viscaya	014-540-010-000	312.54
09-01	Viscaya	014-540-011-000	312.54
09-01	Viscaya	014-540-012-000	312.54
09-01	Viscaya	014-540-013-000	312.54
09-01	Viscaya	014-540-014-000	312.54
09-01	Viscaya	014-540-015-000	312.54
09-01	Viscaya	014-540-016-000	312.54
09-01	Viscaya	014-540-017-000	312.54
09-01	Viscaya	014-540-018-000	312.54
09-01	Viscaya	014-540-019-000	312.54
09-01	Viscaya	014-540-020-000	312.54
09-01	Viscaya	014-540-021-000	312.54
09-01	Viscaya	014-540-022-000	312.54
09-01	Viscaya	014-540-023-000	312.54
09-01	Viscaya	014-540-024-000	312.54
09-01	Viscaya	014-540-025-000	312.54
09-01	Viscaya	014-540-026-000	312.54
09-01	Viscaya	014-540-027-000	312.54
09-01	Viscaya	014-540-028-000	312.54
09-01	Viscaya	014-540-029-000	312.54
09-01	Viscaya	014-540-030-000	312.54
09-01	Viscaya	014-540-031-000	312.54
09-01	Viscaya	014-540-032-000	312.54
09-01	Viscaya	014-540-033-000	312.54
09-01	Viscaya	014-540-034-000	312.54
09-01	Viscaya	014-540-035-000	312.54
09-01	Viscaya	014-540-036-000	312.54
09-01	Viscaya	014-540-037-000	312.54
09-01	Viscaya	014-540-038-000	312.54
09-01	Viscaya	014-540-039-000	312.54
09-01	Viscaya	014-540-040-000	312.54
09-01	Viscaya	014-540-041-000	312.54
09-01	Viscaya	014-550-001-000	312.54
09-01	Viscaya	014-550-002-000	312.54
09-01	Viscaya	014-550-003-000	312.54
09-01	Viscaya	014-550-004-000	312.54
09-01	Viscaya	014-550-005-000	312.54
09-01	Viscaya	014-550-006-000	312.54
09-01	Viscaya	014-550-007-000	312.54

City of Dinuba
Landscape and Lighting Assessment District
Fiscal Year 2021/22 Assessment Roll

DistrictNo.	District Name	APN	Proposed Assessment (1)
09-01	Viscaya	014-550-008-000	312.54
09-01	Viscaya	014-550-009-000	312.54
09-01	Viscaya	014-550-010-000	312.54
09-01	Viscaya	014-550-011-000	312.54
09-01	Viscaya	014-550-012-000	312.54
09-01	Viscaya	014-550-013-000	312.54
09-01	Viscaya	014-550-014-000	312.54
09-01	Viscaya	014-550-015-000	312.54
09-01	Viscaya	014-550-016-000	312.54
09-01	Viscaya	014-550-017-000	312.54
09-01	Viscaya	014-550-018-000	312.54
09-01	Viscaya	014-550-020-000	312.54
09-01	Viscaya	014-550-021-000	312.54
09-01	Viscaya	014-550-022-000	312.54
09-01	Viscaya	014-550-023-000	312.54
09-01	Viscaya	014-550-024-000	312.54
09-01	Viscaya	014-550-025-000	312.54
09-01	Viscaya	014-550-026-000	312.54
09-01	Viscaya	014-550-027-000	312.54
09-01	Viscaya	014-550-028-000	312.54
09-01	Viscaya	014-550-029-000	312.54
09-01	Viscaya	014-550-030-000	312.54
09-01	Viscaya	014-550-031-000	312.54
09-01	Viscaya	014-550-033-000	312.54
09-01	Viscaya	014-550-034-000	312.54
09-01	Viscaya	014-550-035-000	312.54
09-01	Viscaya	014-550-036-000	312.54
09-01	Viscaya	014-550-037-000	312.54
09-01	Viscaya	014-550-038-000	312.54
09-01	Viscaya	014-550-039-000	312.54
09-01	Viscaya	014-550-040-000	312.54
09-01	Viscaya	014-550-041-000	312.54
09-01	Viscaya	014-550-042-000	312.54
09-01	Viscaya	014-550-043-000	312.54
09-01	Viscaya	014-550-044-000	312.54
09-01	Viscaya	014-550-045-000	312.54
09-01	Viscaya	014-550-046-000	312.54
09-01	Viscaya	014-550-047-000	312.54
09-01	Viscaya	014-550-048-000	312.54
09-01	Viscaya	014-550-049-000	312.54
09-01	Viscaya	014-550-050-000	312.54
09-01	Viscaya	014-550-051-000	312.54

City of Dinuba
Landscape and Lighting Assessment District
Fiscal Year 2021/22 Assessment Roll

DistrictNo.	District Name	APN	Proposed Assessment (1)
09-01	Viscaya	014-550-052-000	312.54
09-01	Viscaya	014-550-053-000	312.54
09-01	Viscaya	014-550-054-000	312.54
09-01	Viscaya	014-550-055-000	312.54
09-01	Viscaya	014-550-056-000	312.54
09-01	Viscaya	014-550-057-000	312.54
09-01	Viscaya	014-550-058-000	312.54
09-01	Viscaya	014-550-060-000	312.54
09-01	Viscaya	014-550-061-000	10,626.36
09-01	Viscaya	014-550-062-000	312.54
09-01	Viscaya	014-550-063-000	312.54
09-01	Viscaya	014-550-064-000	312.54
09-01	Viscaya	014-560-001-000	312.54
09-01	Viscaya	014-560-002-000	312.54
09-01	Viscaya	014-560-003-000	312.54
09-01	Viscaya	014-560-004-000	312.54
09-01	Viscaya	014-560-005-000	312.54
09-01	Viscaya	014-560-006-000	312.54
09-01	Viscaya	014-560-007-000	312.54
09-01	Viscaya	014-560-008-000	312.54
09-01	Viscaya	014-560-009-000	312.54
09-01	Viscaya	014-560-010-000	312.54
09-01	Viscaya	014-560-011-000	312.54
09-01	Viscaya	014-580-001-000	312.54
09-01	Viscaya	014-580-002-000	312.54
09-01	Viscaya	014-580-003-000	312.54
09-01	Viscaya	014-580-004-000	312.54
09-01	Viscaya	014-580-005-000	312.54
09-01	Viscaya	014-580-006-000	312.54
09-01	Viscaya	014-580-007-000	312.54
09-01	Viscaya	014-580-008-000	312.54
09-01	Viscaya	014-580-009-000	312.54
09-01	Viscaya	014-580-010-000	312.54
09-01	Viscaya	014-580-011-000	312.54
09-01	Viscaya	014-580-012-000	312.54
09-01	Viscaya	014-580-013-000	312.54
09-01	Viscaya	014-580-014-000	312.54
09-01	Viscaya	014-580-015-000	312.54
09-01	Viscaya	014-580-016-000	312.54
09-01	Viscaya	014-580-017-000	312.54
09-01	Viscaya	014-580-018-000	312.54
09-01	Viscaya	014-580-019-000	312.54

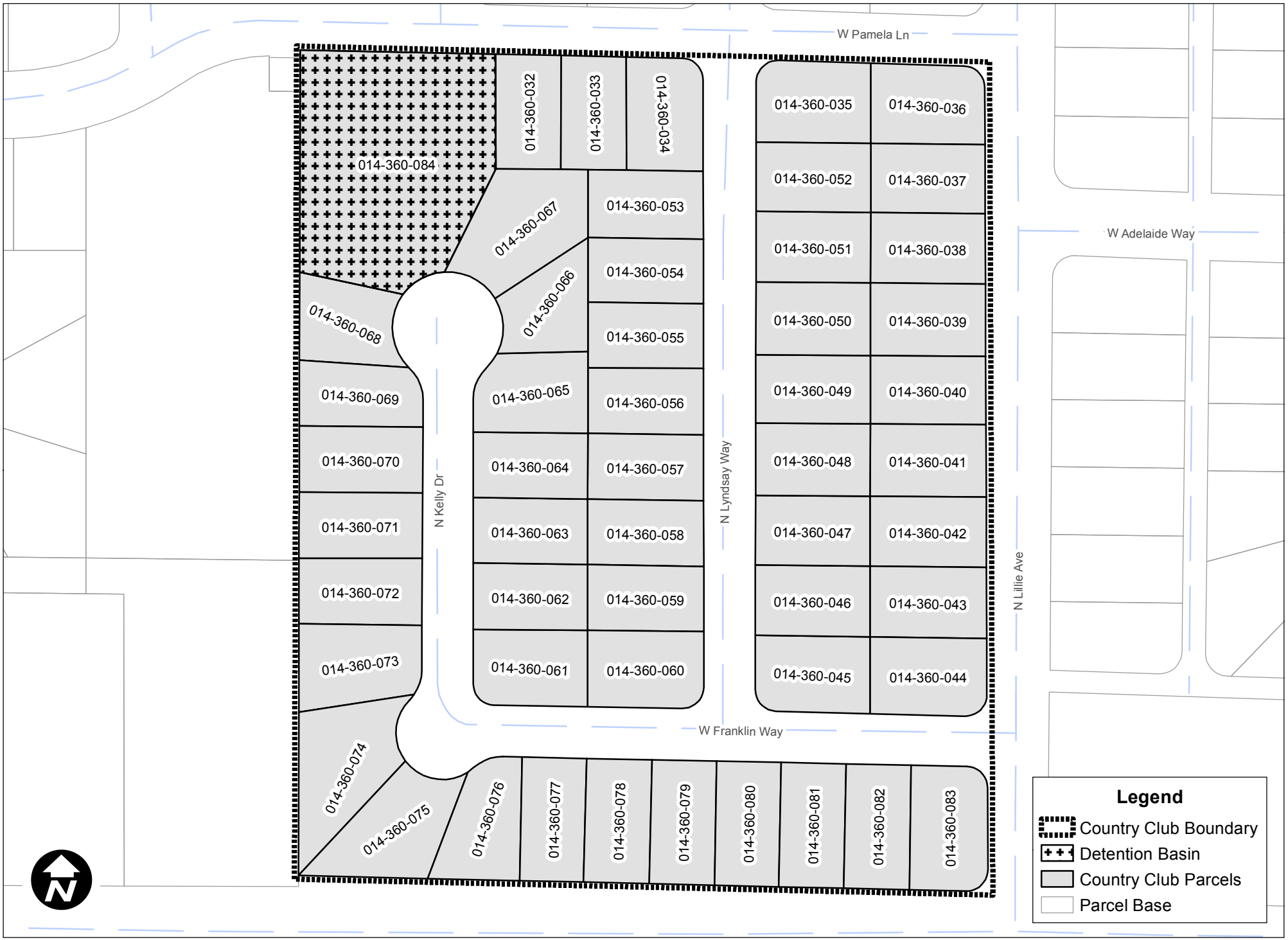
City of Dinuba
Landscape and Lighting Assessment District
Fiscal Year 2021/22 Assessment Roll

DistrictNo.	District Name	APN	Proposed Assessment (1)
09-01	Viscaya	014-580-020-000	312.54
09-01	Viscaya	014-580-021-000	312.54
09-01	Viscaya	014-580-022-000	312.54
09-01	Viscaya	014-580-023-000	312.54
09-01	Viscaya	014-580-024-000	312.54
09-01	Viscaya	014-580-025-000	312.54
09-01	Viscaya	014-580-026-000	312.54
09-01	Viscaya	014-580-027-000	312.54
09-01	Viscaya	014-580-028-000	312.54
09-01	Viscaya	014-580-029-000	312.54
09-01	Viscaya	014-580-030-000	312.54
09-01	Viscaya	014-580-031-000	312.54
09-01	Viscaya	014-580-032-000	312.54
09-01	Viscaya	014-580-033-000	312.54
09-01	Viscaya	014-580-034-000	312.54
09-01	Viscaya	014-580-035-000	312.54
09-01	Viscaya	014-580-036-000	312.54
09-01	Viscaya	014-580-037-000	312.54
09-01	Viscaya	014-580-038-000	312.54
09-01	Viscaya	014-580-039-000	312.54
09-01	Viscaya	014-580-040-000	312.54
09-01	Viscaya	014-580-041-000	312.54
09-01	Viscaya	014-580-042-000	312.54
09-01	Viscaya	014-580-043-000	312.54
09-01	Viscaya	014-580-044-000	312.54
09-01	Viscaya	014-580-045-000	312.54
09-01	Viscaya	014-580-046-000	312.54
			$453,641.61

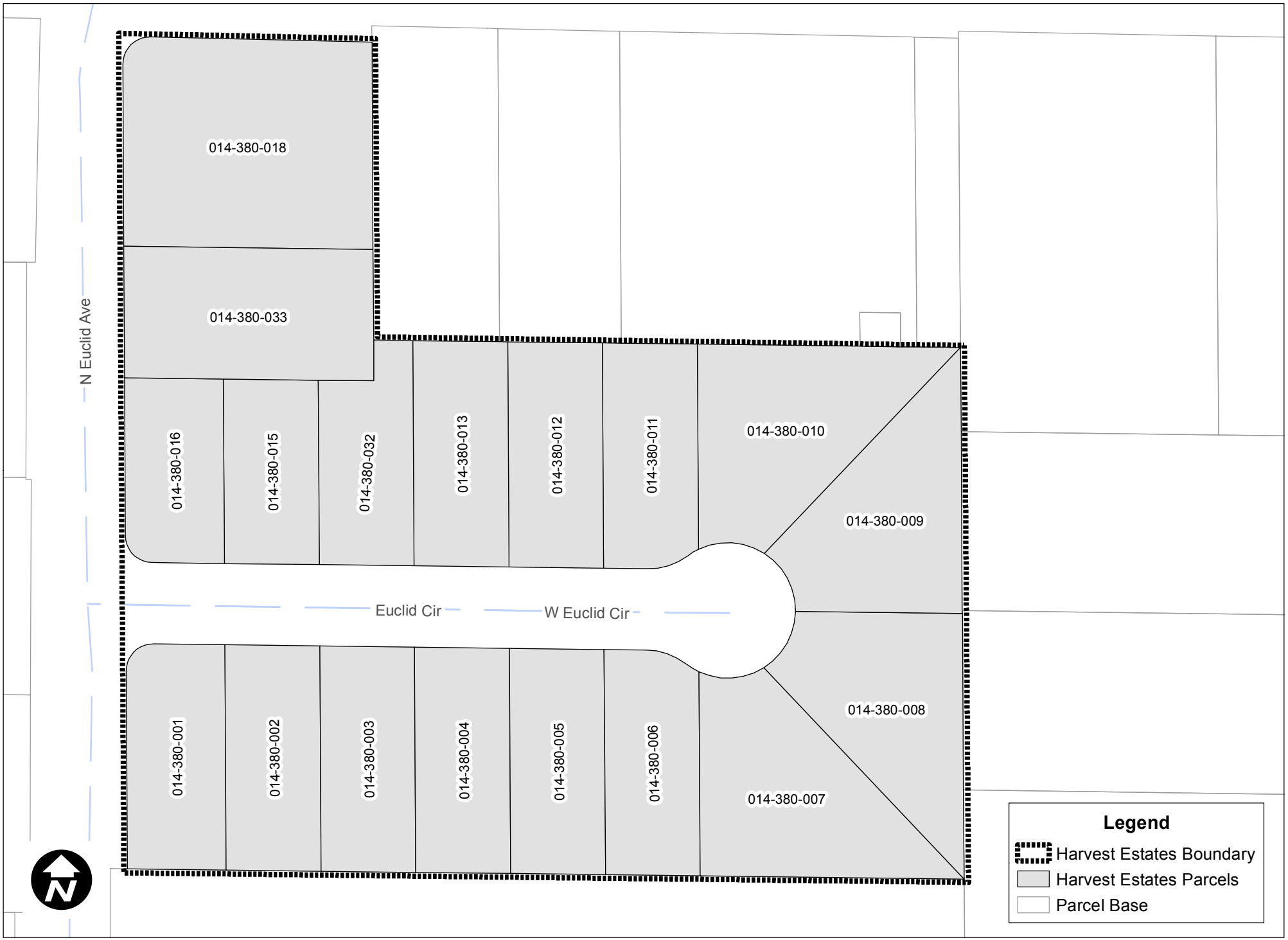
(1)Actualassessmentwillbeanevenamountasrequiredbythe County

21. APPENDIX B: BOUNDARY MAPS

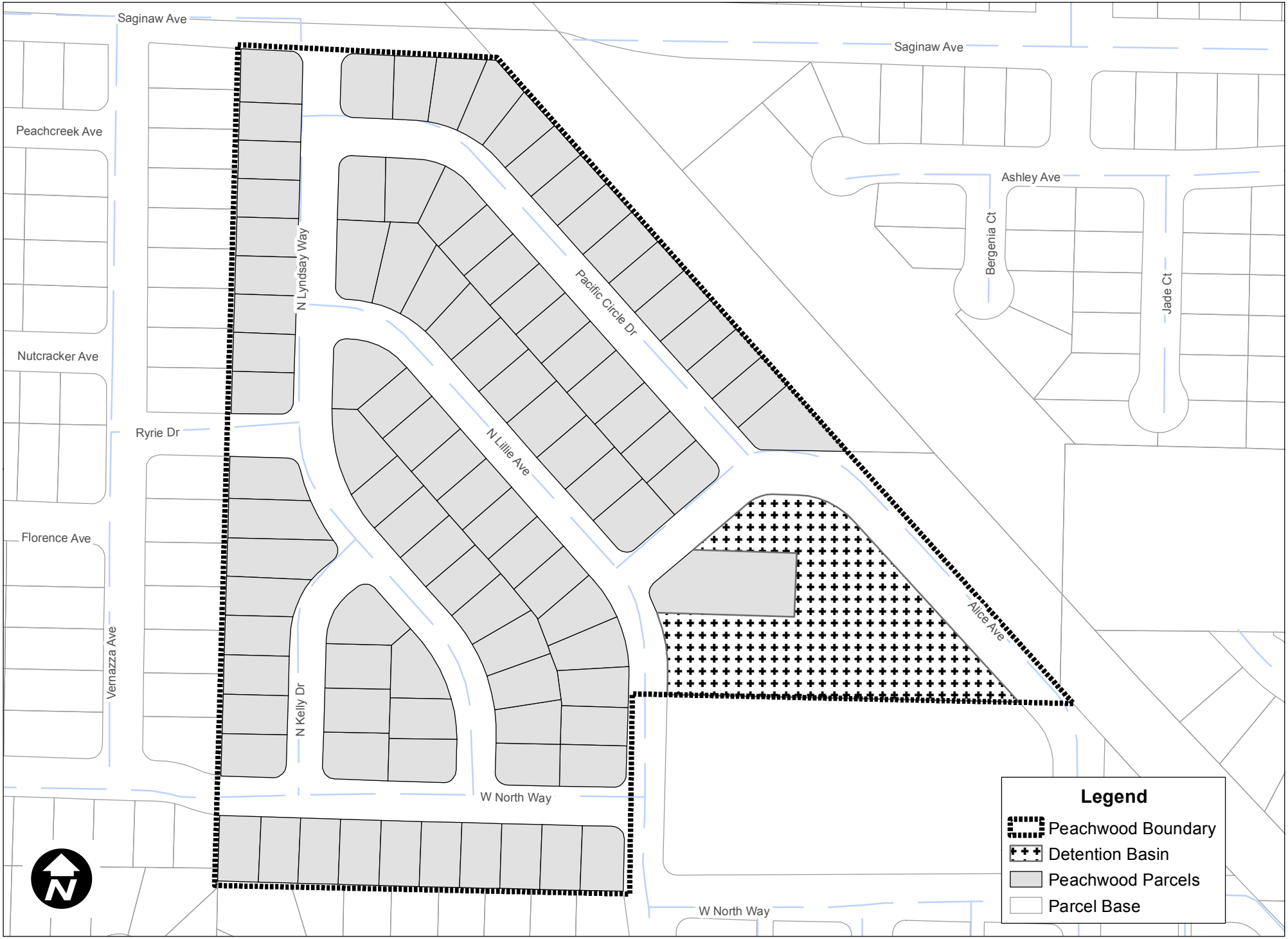
The Assessment Diagrams have been submitted to, and are on file with, the City Clerk in the format required under the provisions of the 1972 Act. The lines and dimensions of each assessable parcel, as shown on the maps of the County Assessor for the current year, are made part of this Engineer's Report by reference. Boundary maps for each assessment district referenced within the report have been included on the following pages.



Dinuba - AD 89-01 Country Club Estates



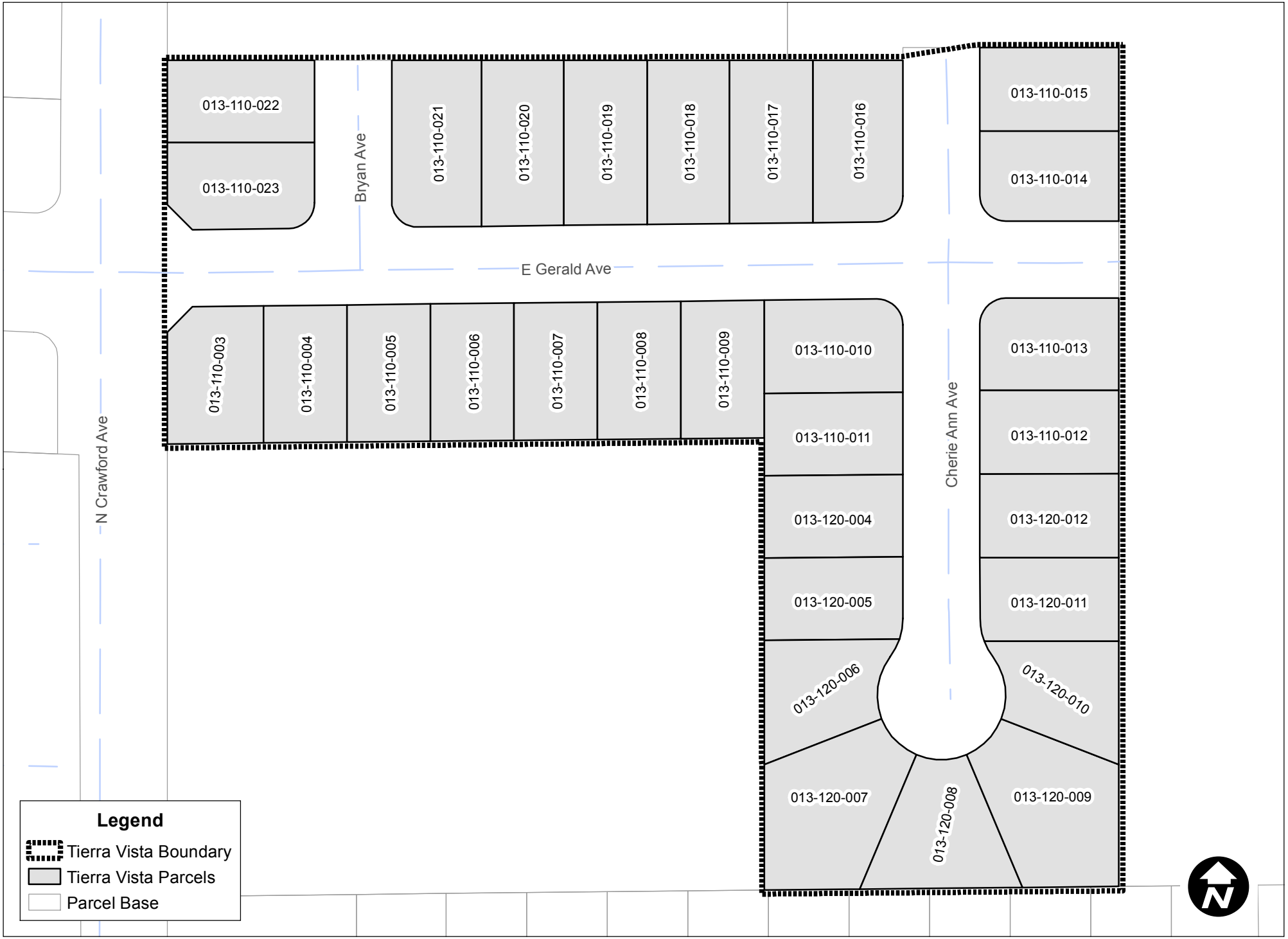
Dinuba - AD 90-01 Harvest Estates



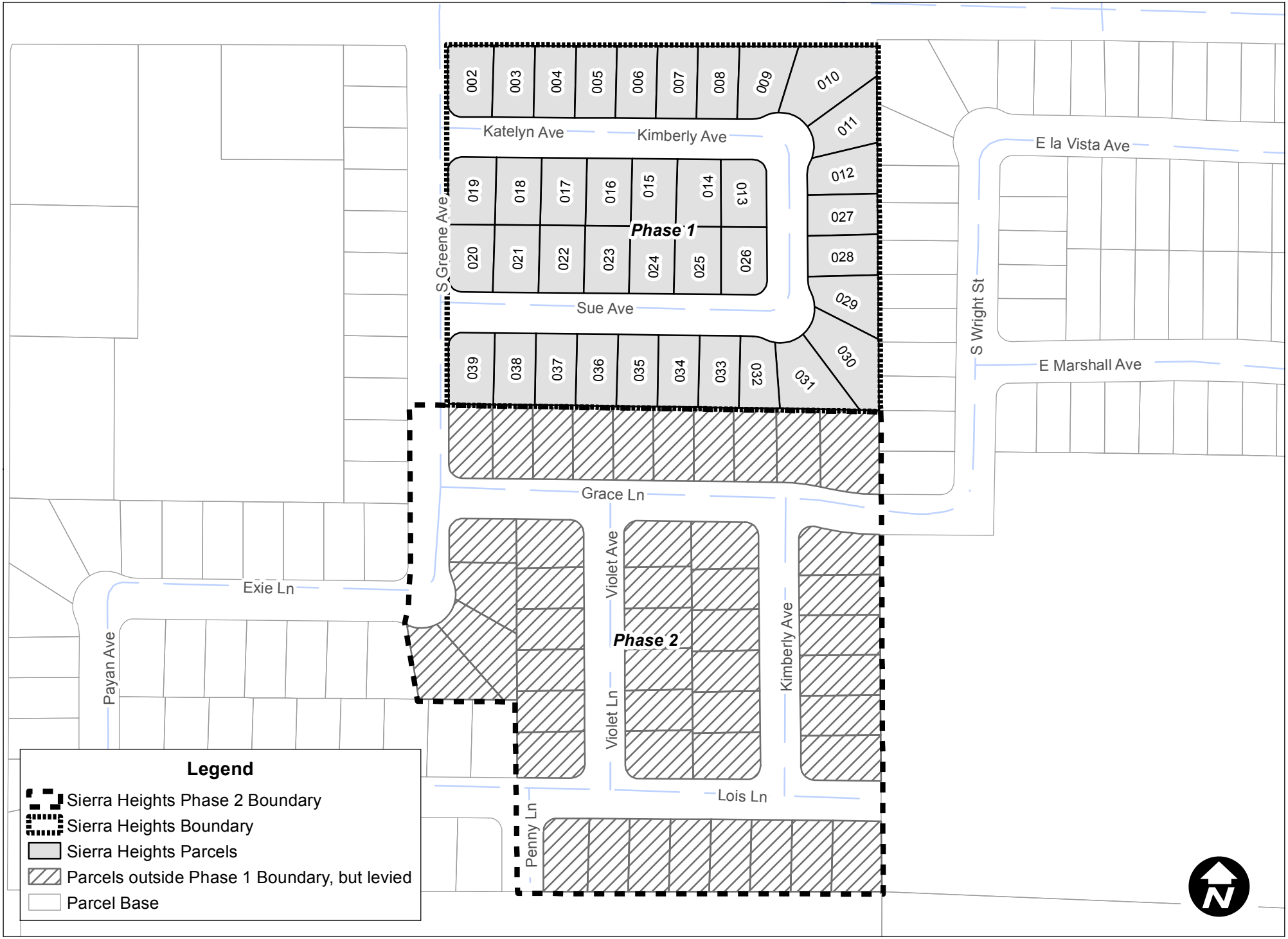
Dinuba - AD 90-02 Peachwood

Dinuba - AD 92-01 Nebraska

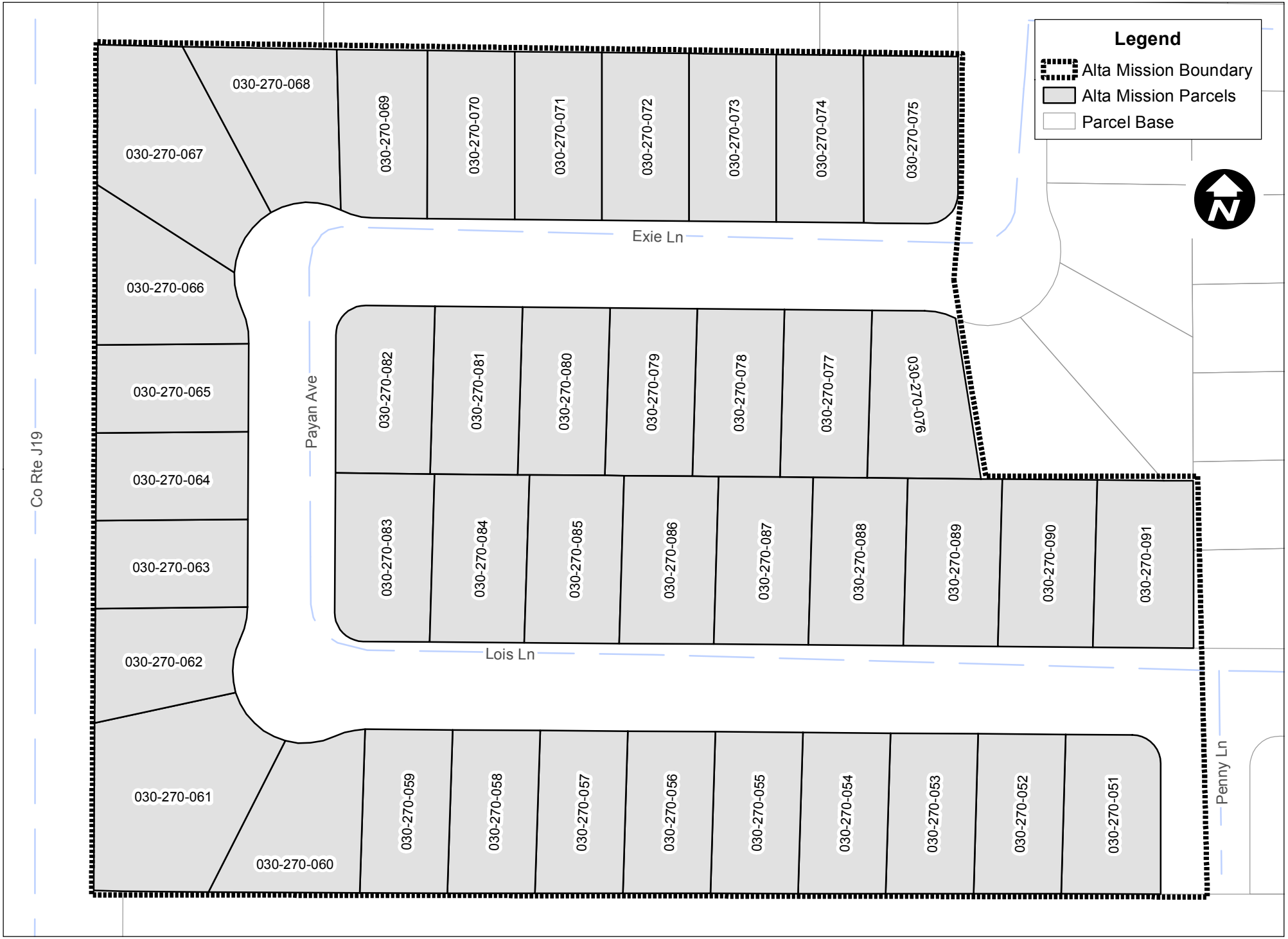
Dinuba - AD 93-01 Marshall Acres



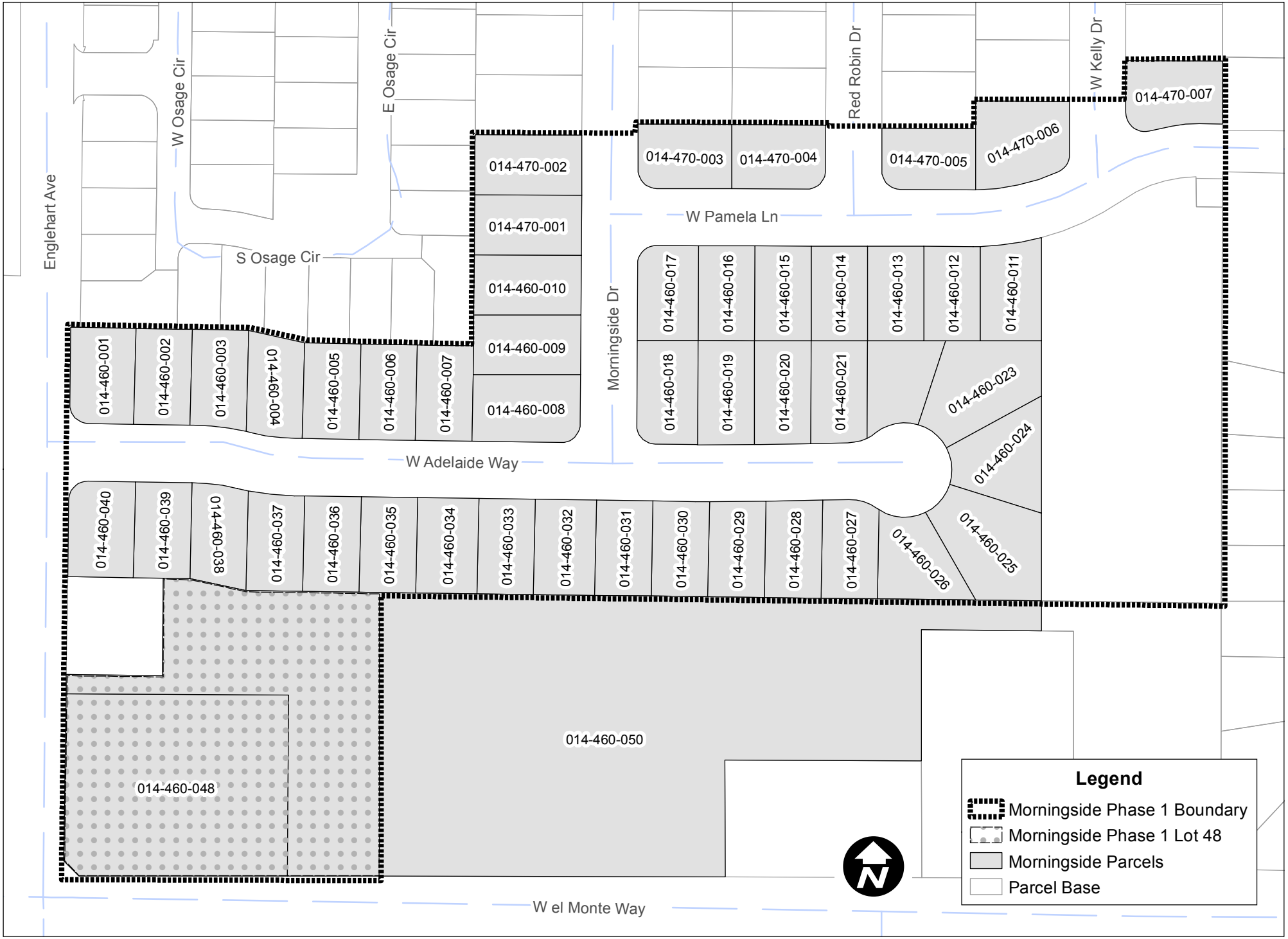
Dinuba - AD 95-01 Tierra Vista



Dinuba - AD 95-02 Sierra Heights



Dinuba - AD 98-01 Alta Mission

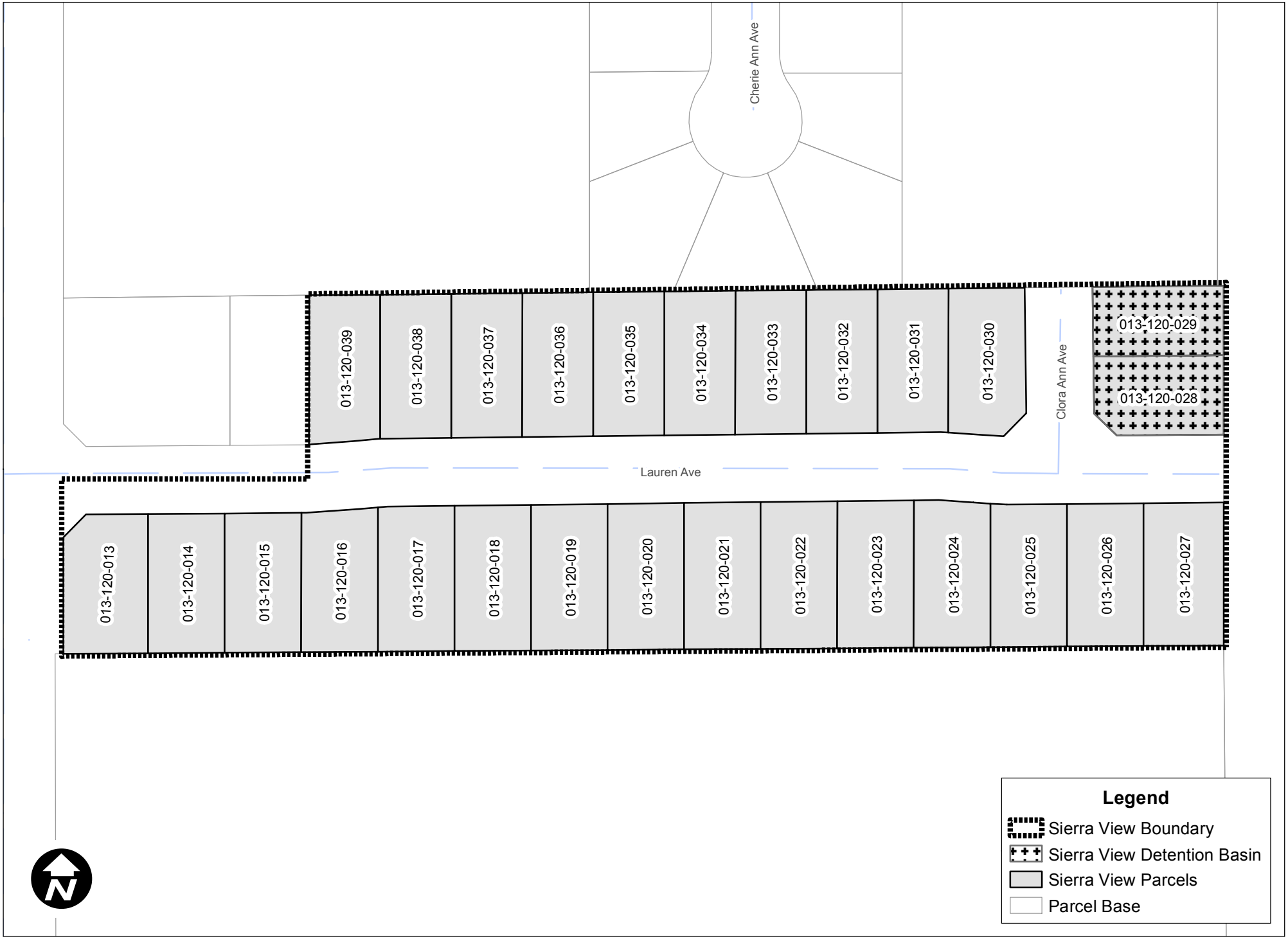


Dinuba - AD 98-02 Morningside

Dinuba - AD 99-01 Morningside Phase 2

Dinuba - AD 06-01 Sugar Plum-Villagio

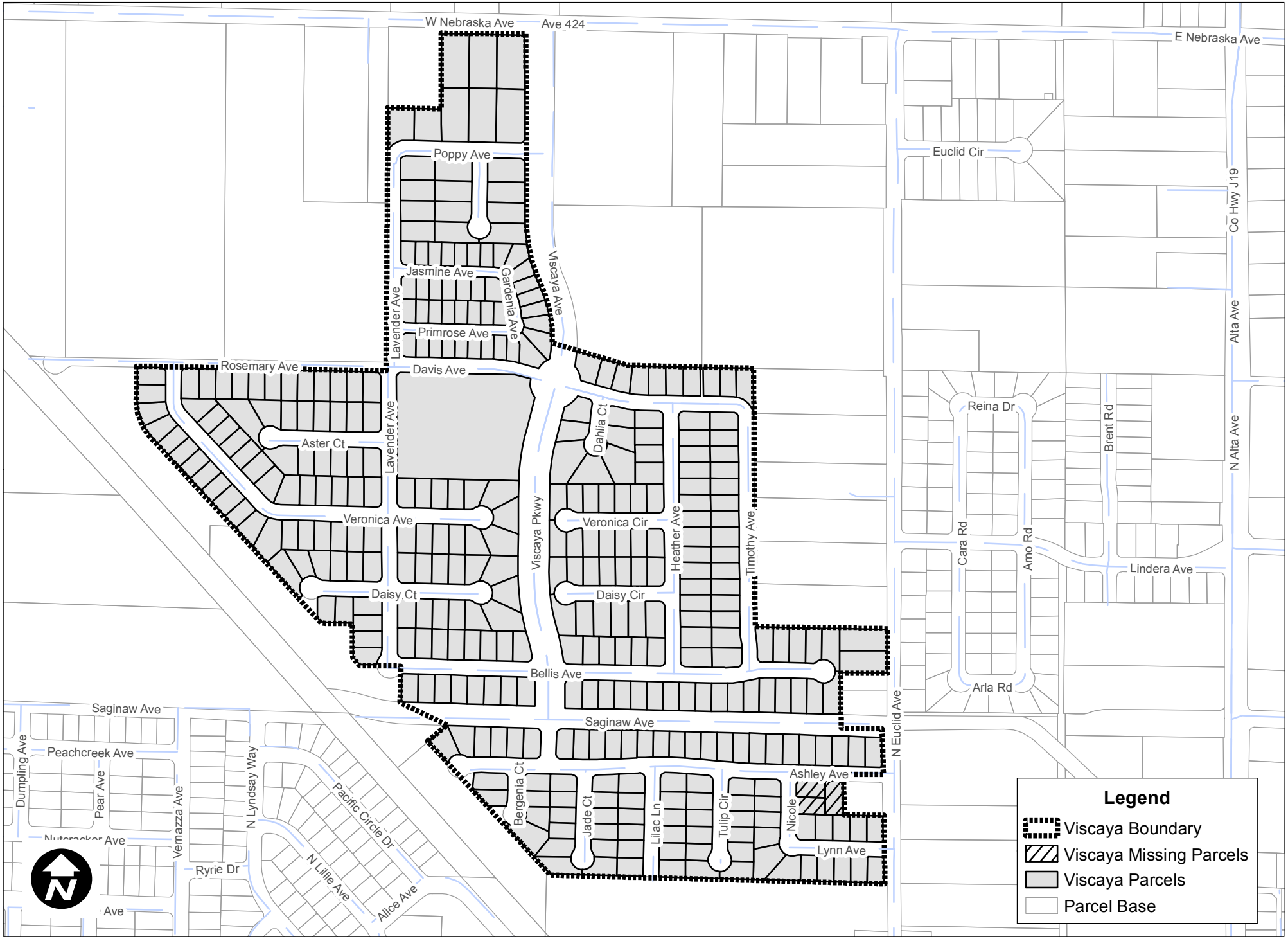
Dinuba - AD 06-02 Citrus Heights



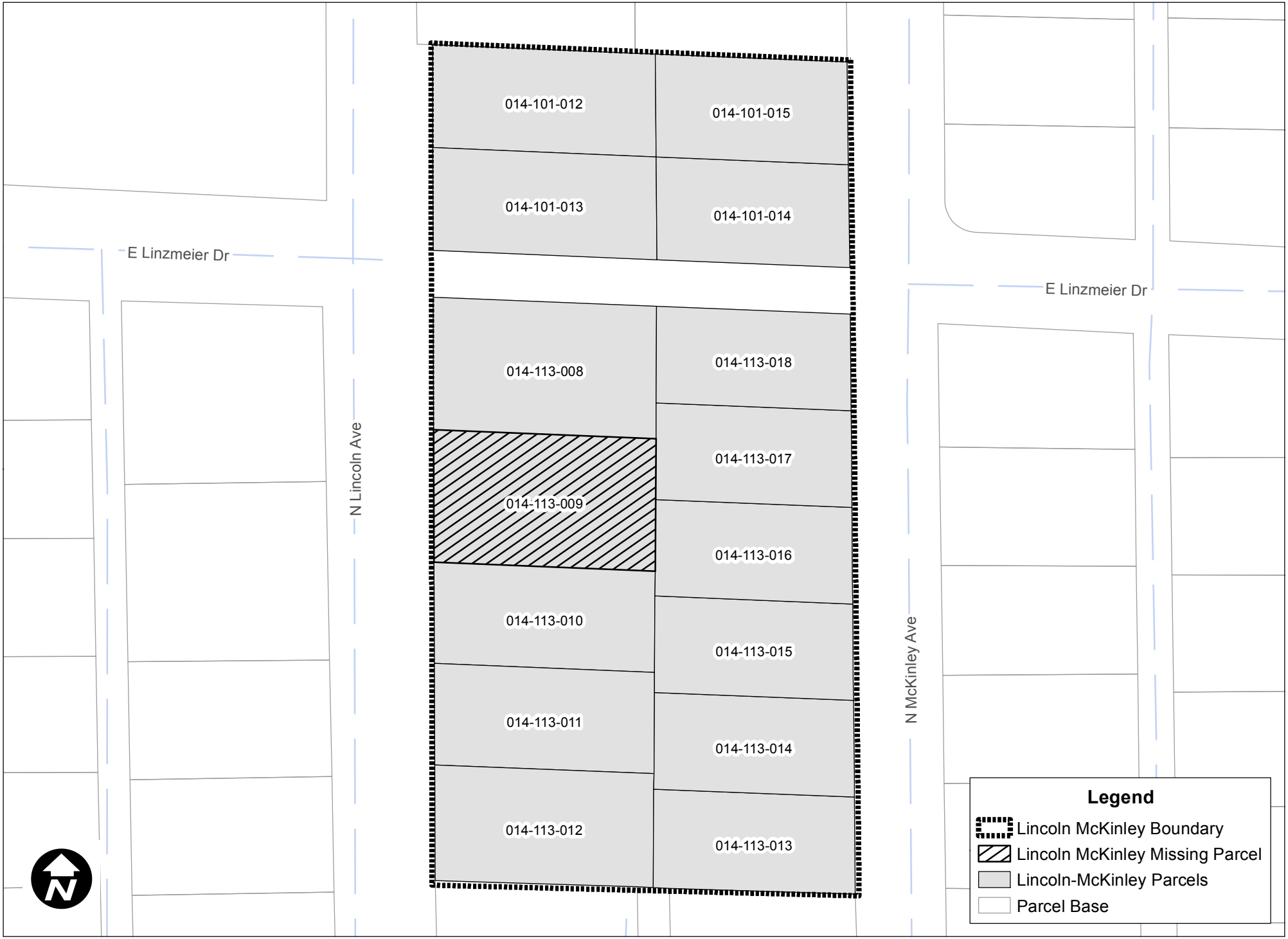
Dinuba - AD 06-03 Sierra View Estates

Dinuba - AD 06-04 Stony Creek

Dinuba - AD 08-01 Parkside-Muirfield



Dinuba - AD 09-01 Viscaya



Dinuba - AD 10-02 Lincoln-McKinley

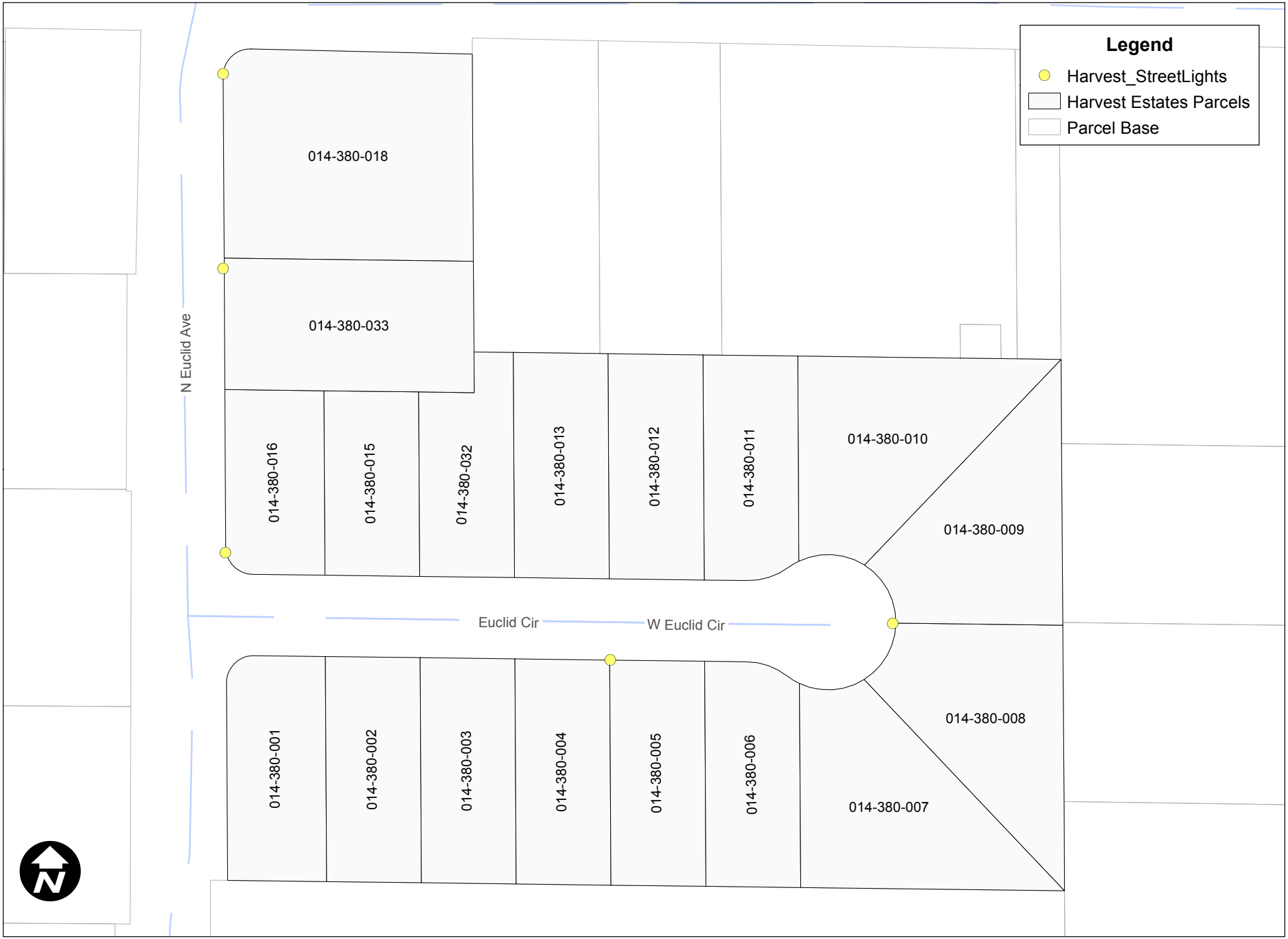
22. APPENDIX C: MAPS OF IMPROVEMENTS

The following pages contain maps of each assessment district referenced within this report, showing the location and type of the improvements funded by the assessments.

Note: The Nebraska district has undergone one parcel change and is notated on that map.

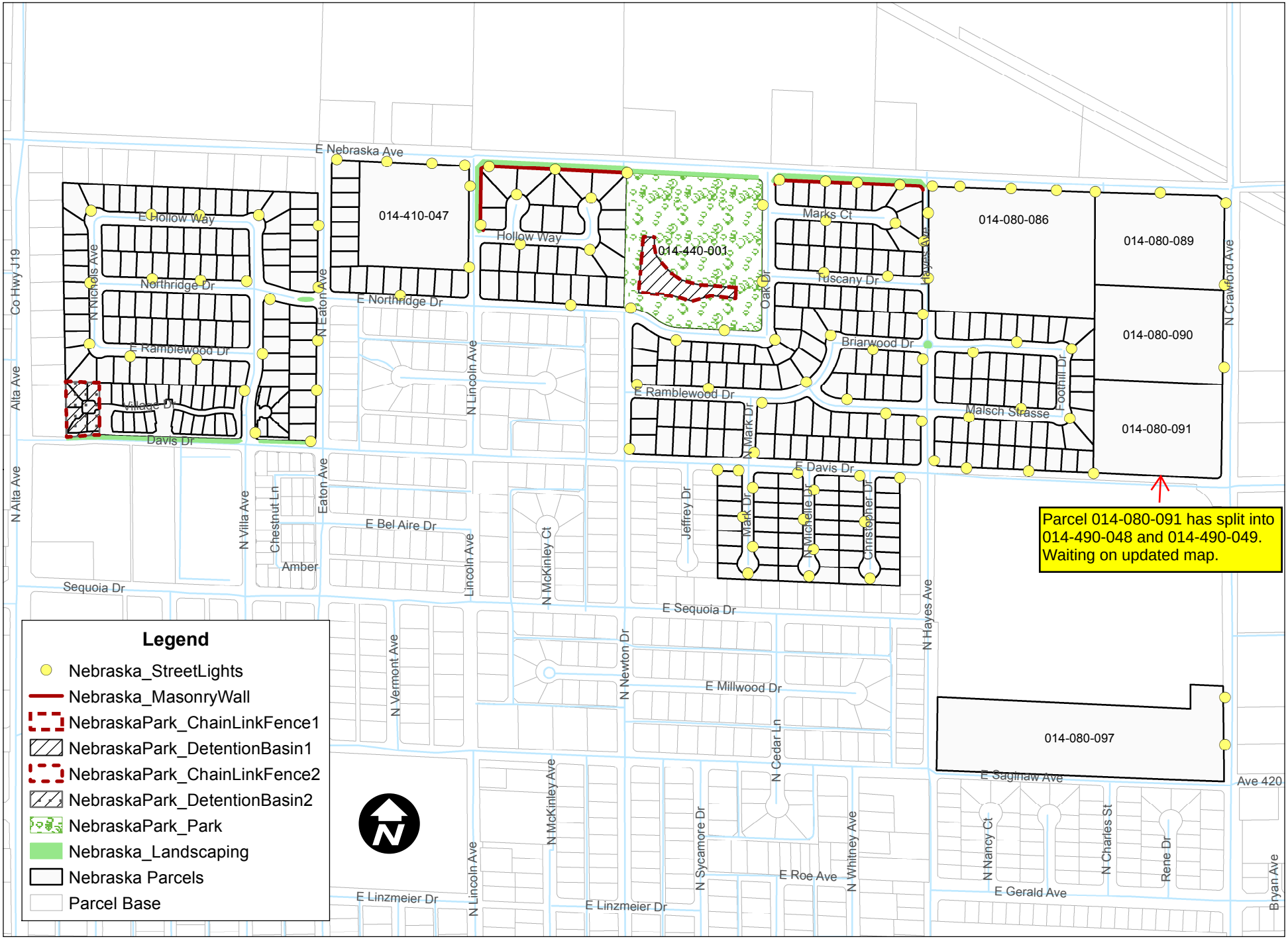
City of Dinuba - Parkside Village Improvements

Dinuba - AD 89-01 Country Club Estates Improvements

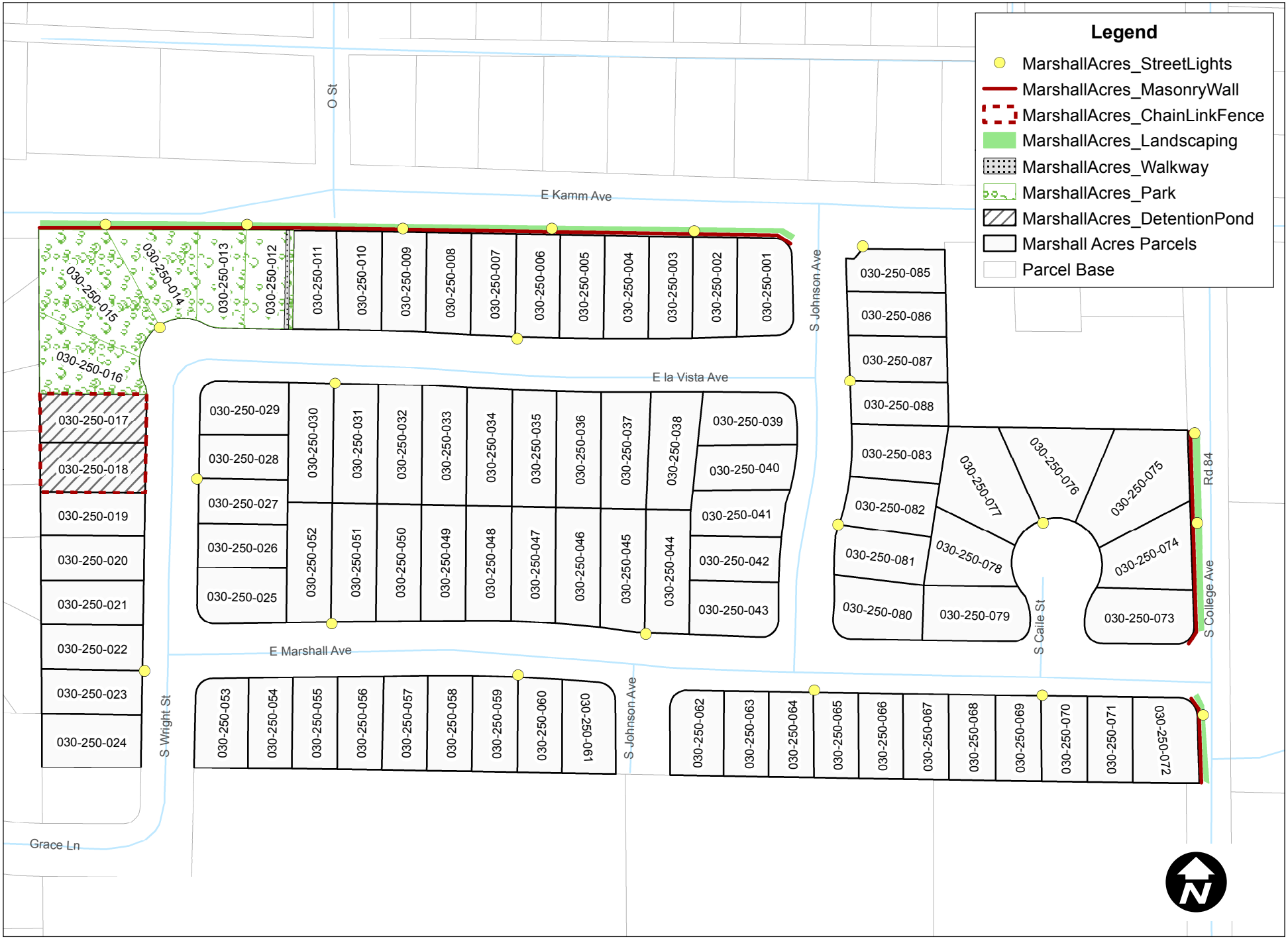


Dinuba - AD 90-01 Harvest Estates Improvements

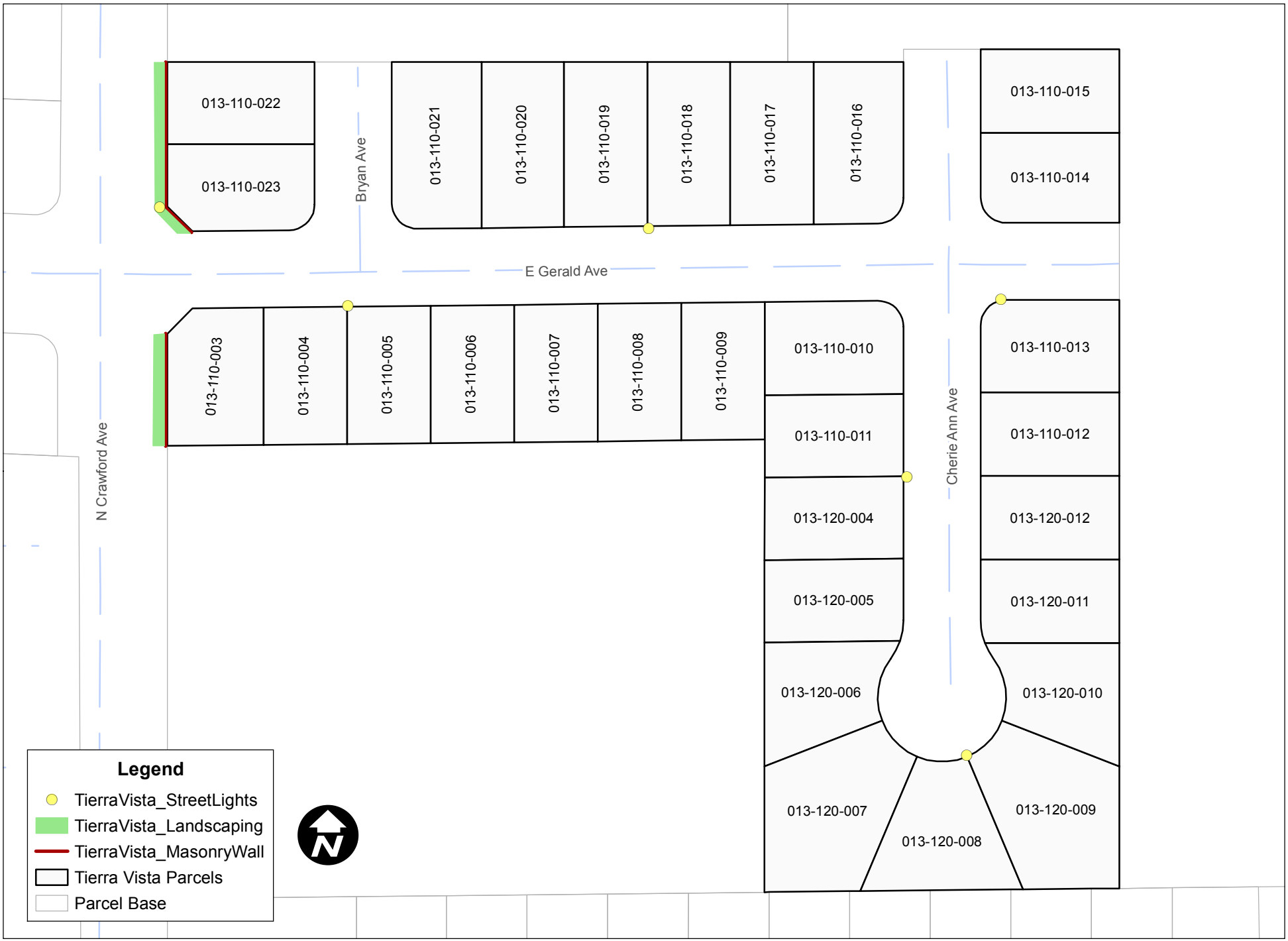
Dinuba - AD 90-02 Peachwood Improvements



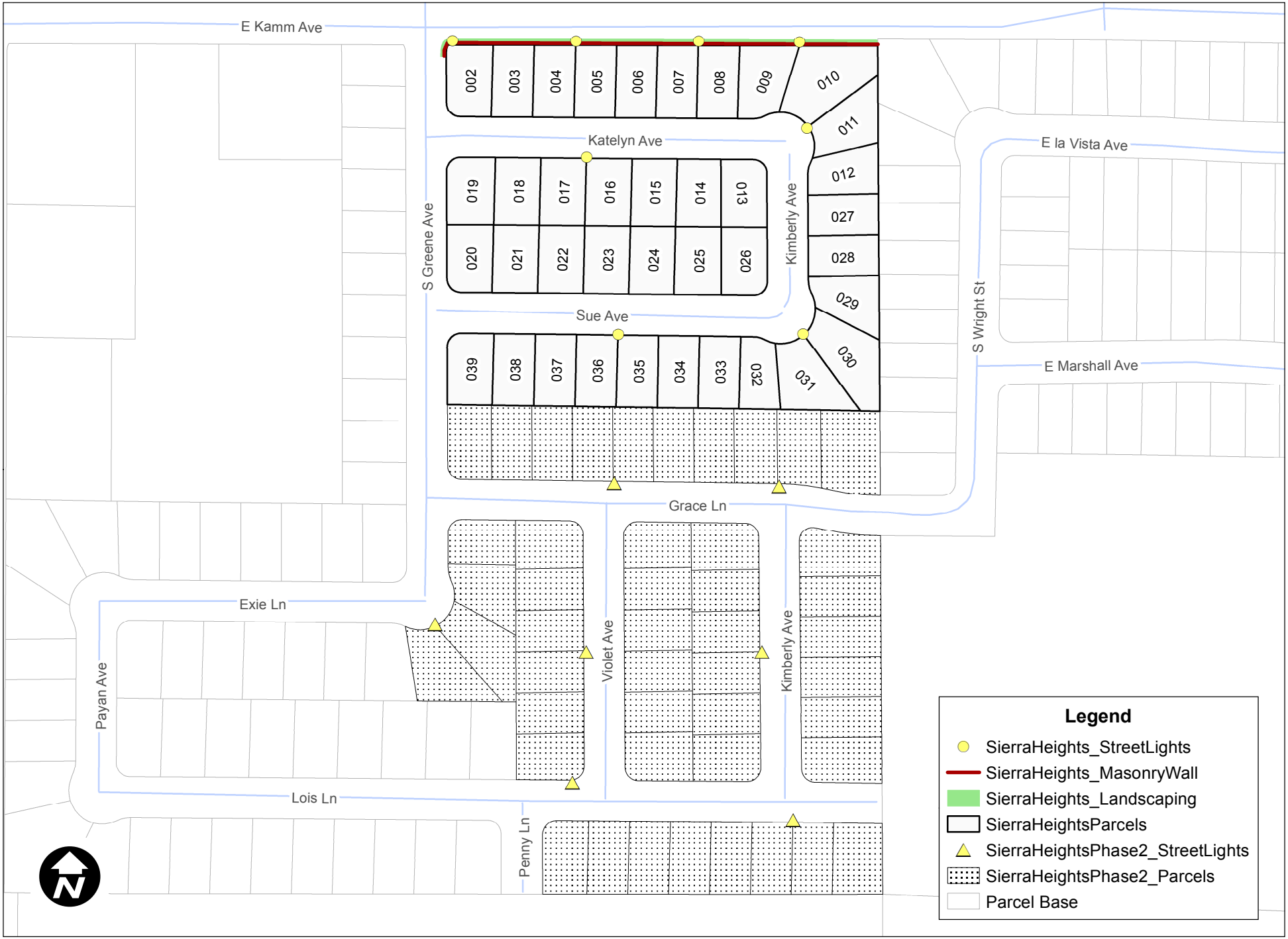
Dinuba - AD 92-01 Nebraska Park Improvements



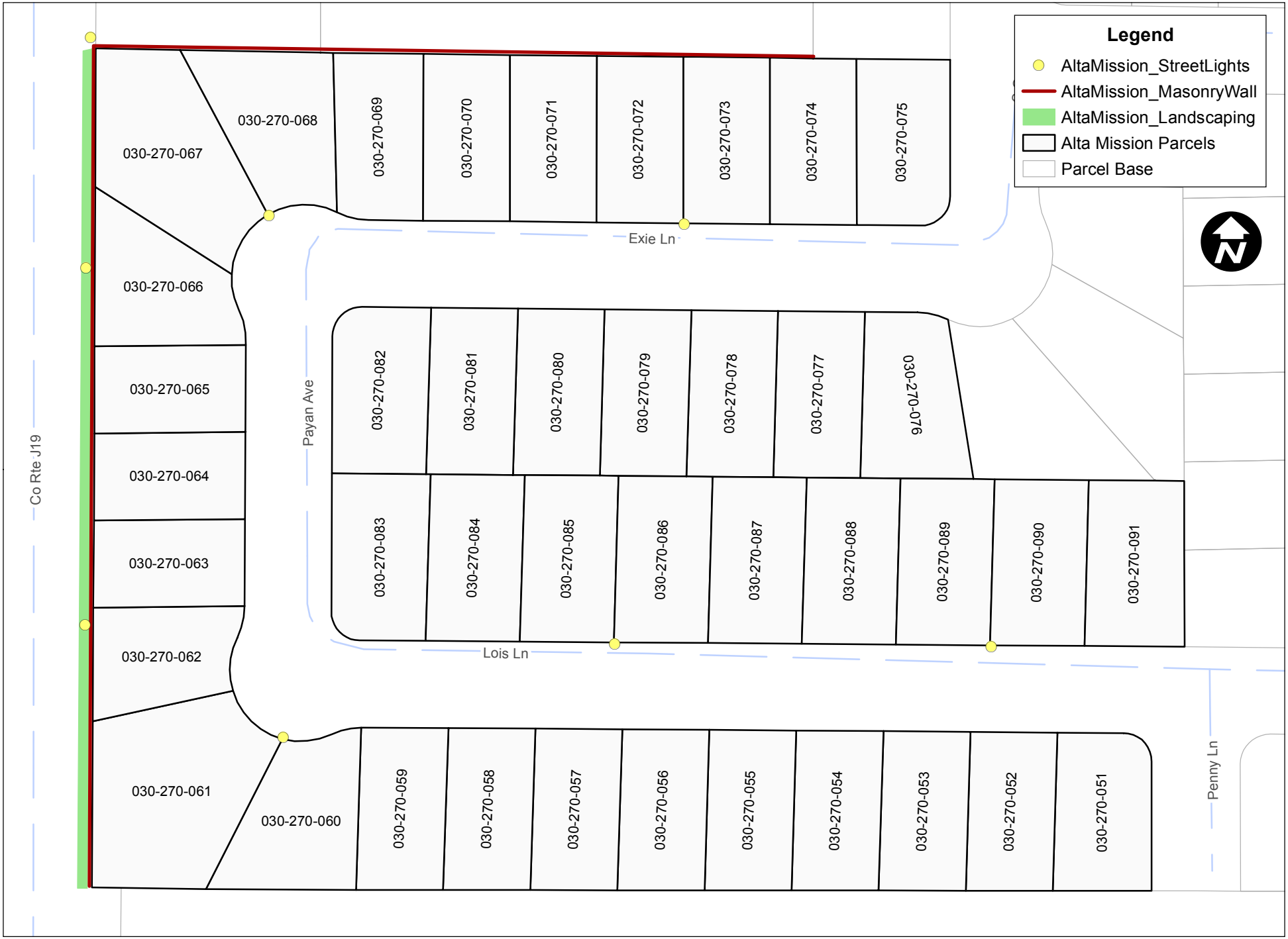
Dinuba - AD 93-01 Marshall Acres Improvements



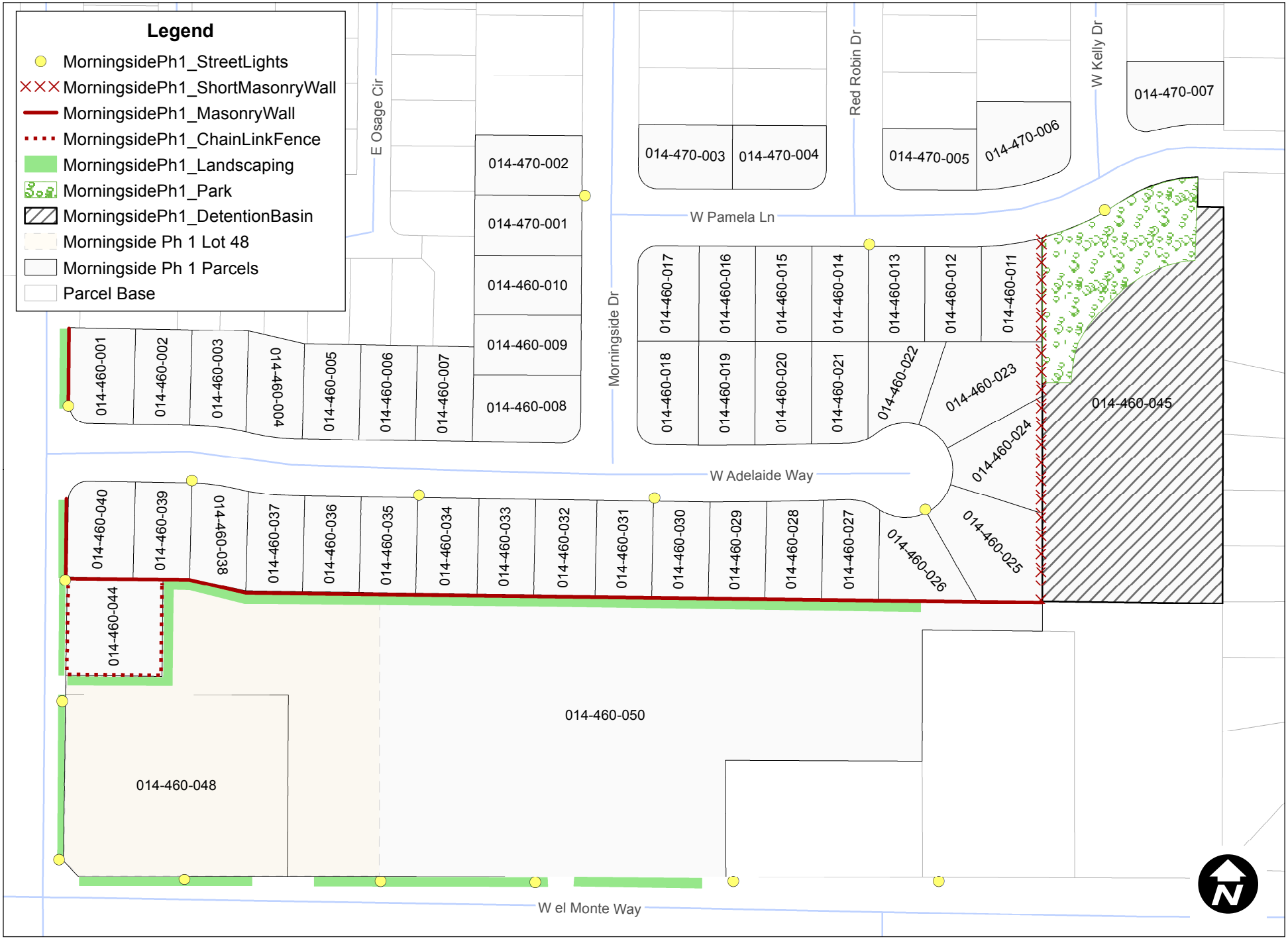
Dinuba - AD 95-01 Tierra Vista Improvements



Dinuba - AD 95-02 Sierra Heights Improvements



Dinuba - AD 98-01 Alta Mission Improvements

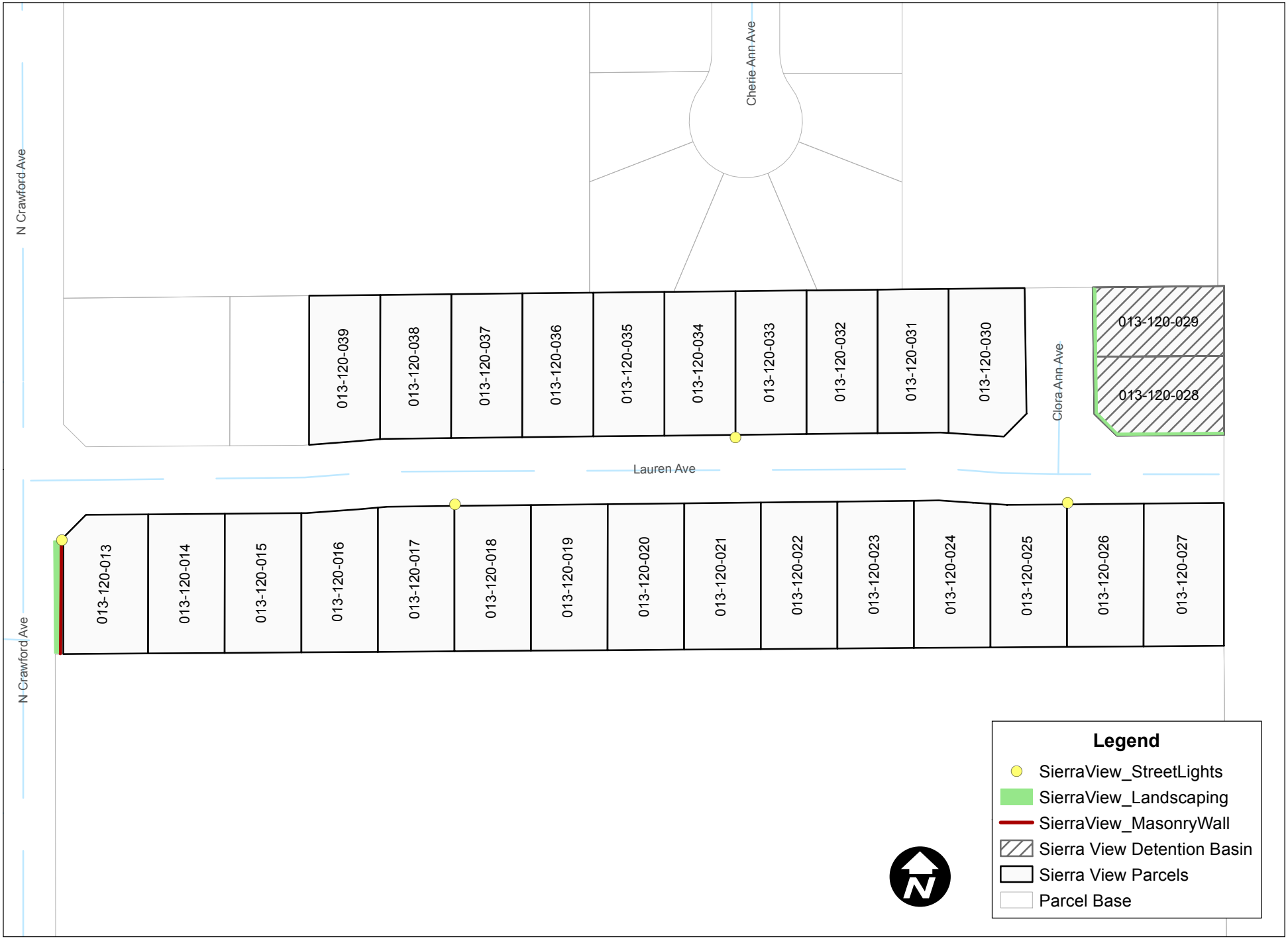


Dinuba - AD 98-02 Morningside Phase 1 Improvements

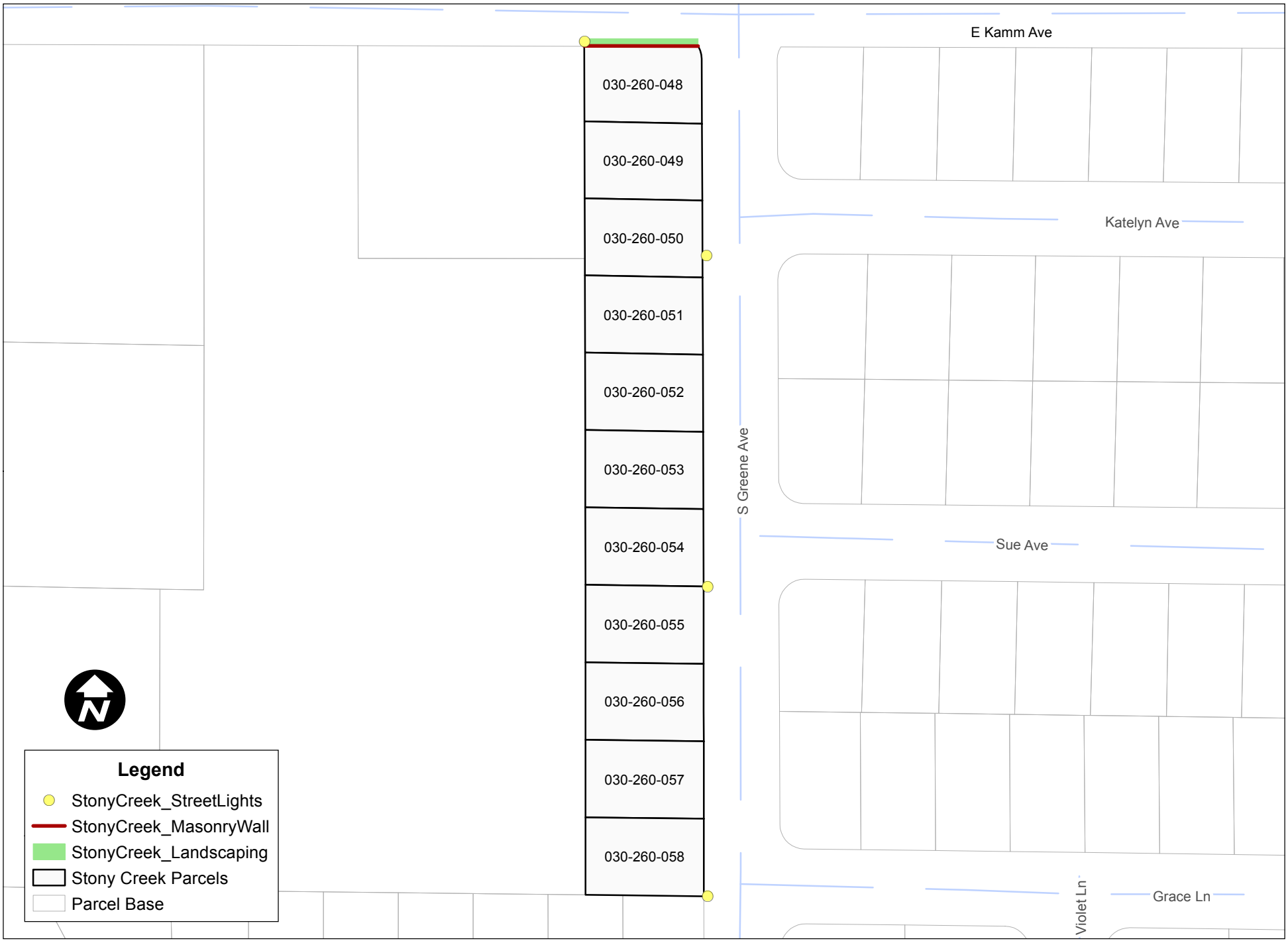
Dinuba - AD 99-01 Morningside Phase 2 Improvements

Dinuba - AD 06-01 Sugar Plum-Villagio Improvements

Dinuba - AD 06-02 Citrus Heights Improvements

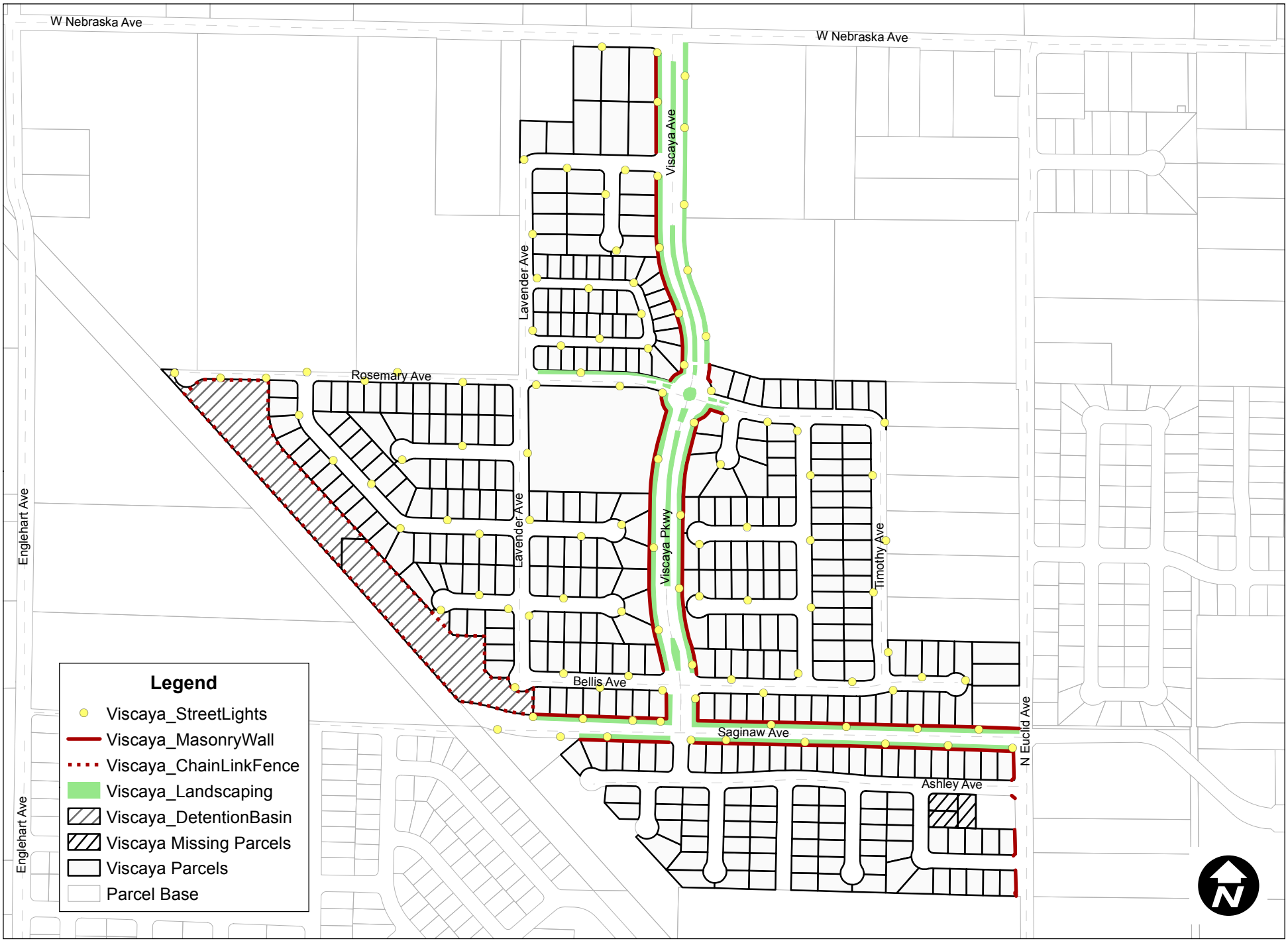


Dinuba - AD 06-03 Sierra View Improvements



Dinuba - AD 06-04 Stony Creek Improvements

Dinuba - AD 08-01 Parkside-Muirfield Improvements



Dinuba - AD 09-01 Viscaya Improvements

Dinuba - AD 10-02 Lincoln-McKinley Improvements

City Council Staff Report

Department: CITY MANAGER'S OFFICE | May 10, 2022

To: Mayor and City Council

From: Maria Alaniz, Interim City Clerk/Human Resources Manager

Subject: Adoption of Resolution No. 2022-29, Resolution No. 2022-30 and Resolution No. 2022-31 related to the November 8, 2022 General Municipal Elections (MA)

RECOMMENDATION

Council to take the following action by one motion:

1. Adopt Resolution No. 2022-29 requesting and consenting to Election and setting forth the specifications of the election order; and,
2. Adopt Resolution No. 2022-30 requesting the County Board of Supervisors consent to permitting the Registrar of Voters to render specified services to the City of Dinuba; and,
3. Adopt Resolution No. 2022-31 determining candidate statement guidelines.

EXECUTIVE SUMMARY

The 2022 General Election is scheduled to take place on November 8, 2022. The City of Dinuba historically consolidates election services with Tulare County. The City of Dinuba must adopt a adopt a series of resolutions authorizing and requesting that Tulare County continue to provide election services for the upcoming general election.

OUTSTANDING ISSUES

None.

DISCUSSION

The General Election is scheduled to take place November 8, 2022, and a part of the election, Dinuba residents will vote to elect Council representatives in Districts 2, 3, and 4. The election timetable (Attachment 'A') outlines pertinent dates for potential candidates planning to enter the 2022 local office race.

The City consolidates election services with the Tulare County Registrar of Voters primarily in order to save costs incurred with elections. Some of the typical costs are for distribution and filing of nomination papers and candidate statements; publications; preparation, printing and mailing of sample ballots and voter pamphlets; canvassing; polling place supplies and several other services concerning elections. Much time and effort must be afforded to elections as they are an important part of of our justice system. The County Registrar's office has historically performed these duties for the City of Dinuba and therefore, staff recommends consolidation of services for the 2022 General Election by adoption of Resolution No. 2022-29 (Attachment 'B').

The Tulare County Board of Supervisors must authorize the consolidation of all election services in Tulare County and therefore, staff requests that the City Council adopt Resolution No. 2022-30 (Attachment 'C') requesting that the Board of Supervisors permit the Registrar of Voters to render specified services to the City of Dinuba.

In addition, the California Elections Code Section 13307(d) states that the local agency shall determine whether a charge shall be levied against the candidate for the candidate's statement sent to each voter. Resolution No. 2022-31 (Attachment 'D') determines that the candidate shall pay for the candidate's statement and limits the statement to no more than 200 words; and, therefore staff recommends that the City Council adopt the resolution.

FISCAL IMPACT

Election costs vary depending upon item placed on the voting ballot. The cost of the 2022 General Election is not known at this time as it can only be determined after the election is completed. There is currently budgeted $10,000 for the election costs.

PUBLIC HEARING

None required.

ATTACHMENTS:

Description

A. 2022 Election Timetable
B. Resolution No. 2022-29
C. Resolution No. 2022-30
D. Resolution No. 2022-31

CITIES
ELECTION TIMETABLE
November 8, 2022

DUE Date	Days to Election	Action	Election Codes
1-Jul-2022	130	**NO LATER THAN THIS DATE,** the City must deliver to the County Elections Official the following documents: 1) Notice to the Registrar of Voters confirming offices and incumbents.	
		2) Resolution requesting and consenting to consolidation and setting forth the specifications of the election order.	EC 10400
		3) Resolution requesting the Board of Supervisors allow the Registrar of Voters to render services.	EC 10002
		The Elections Office will mail Notice of Election to the appropriate newspaper for publication once between July 6th and July 13th. City Clerk shall also receive a copy for posting. A general news release will also be sent by the Elections Office to the newspaper setting forth the city offices to be filled.	EC 12101
6-Jul-2022	124	Requested **LAST** day for the city to deliver a finalized copy for all special measures, if any, to the Elections Office. This date will allow for publication of notice of election and date fixed for submitting arguments; receiving of arguments and rebuttal arguments (if provisions for rebuttals were adopted); required public examination period; translations and set up for printer. [NOTE: By law the city has until the 88th day which is August 12th to request consolidation; however, this leaves insufficient time for adequate notice, argument filing period, and public examination period before ballot layouts must be delivered to the printer].	EC 10401, EC 10402 and EC 10403
		The Elections Office will prepare notice of election and notice of date fixed to submit arguments and submit to the newspaper for publication once between July 6th and July 16th. [If no newspaper of general circulation is published in the city then the City Clerk shall post copies in at least three public places in the city].	EC 12101 and EC 12111
18-Jul-2022	119	**FIRST** day for candidates to pick up and **file** a Declaration of Candidacy and other nomination papers in the County Elections Office.	EC 10220
12-Aug-2022	88	**LAST** day for candidates **to file** a Declaration of Candidacy. **LAST day to withdraw** a Declaration of Candidacy.	EC 10224
12-Aug-2022	88	**LAST** day for the city attorney to prepare and submit an Impartial Analysis for a city measure.	EC 9280
12-Aug-2022	88	**LAST** day to file primary arguments, if the city placed a measure on the ballot & notified the elections office by August 12th.	EC 9281; EC 9282; and EC 9286

CITIES

ELECTION TIMETABLE

November 8, 2022

DUE Date	Days to Election	Action	Election Codes
		[If more than one "argument for" or more than one "argument against" the measure is received, the city election official shall select one of the "arguments for" and one of the "arguments against" for printer.] NOTE: When the council adopts the resolution requesting the county elections official to render services the city may request that the county select the argument(s).	EC 9287 and EC 10002
17-Aug-2022	83	**LAST** day of extended nomination period. **NOTE:** If any incumbent officer who is up for election does not file by **5:00 p.m., August 17th**, then any person (other than the incumbent) has until 5:00 p.m. on this date to file a Declaration of Candidacy. If this provision is in effect then candidates also have until 5:00 p.m. today to withdraw.	EC 10225
17-Aug-2022	83	If by 5:00 p.m. on August 17th there was: 1) Only one nominee 2) No nominee, or 3) An insufficient number of nominees for the offices to be filled. Refer to Elections Code Section 10229 for appointment procedures. Deadline to act is August 25th (75 days prior) or election shall be held.	
22-Aug-2022	78	**LAST** day for rebuttal arguments if the city placed a measure on the ballot & notified the elections office by August 12th. Rebuttals are only allowed if the	EC 9167 and EC 9285
25-Aug-2022	75	Deadline for appointment in-lieu of election. If the City Clerk has submitted a written request for copies of the Nomination Papers, they will be mailed by this date.	EC 10229
29-Sep-2022	40	Approximately this date the Elections Office will begin mailing out Sample Ballots, completing all mailings by October 18th (21 days).	EC 13303

CITIES
ELECTION TIMETABLE
November 8, 2022

DUE Date	Days to Election	Action	Election Codes
1O-Oct-2022	29	**FIRST day for Vote by Mail Ballots...** 1) A registered voter may apply for a Vote By Mail (VBM) Ballot as follows: • By mail or fax • By telephone (new as of 1/1/2014) Vote by Mail requests must include residence address, mailing address, if any, and each voter's signature. An application will be included on the back of each Sample Ballot booklet. 2) Groups or candidates distributing Vote by Mail applications must use a state mandated form. The form and instructions can be obtained from the Elections Office located at 5951 S. Mooney Blvd., Visalia, CA	
24-Oct-2022	15	**Last day** for **voters to register** to vote in the election. (If a voter's registration is received after October 24nd they will receive a polling place notice but no sample ballot booklet.)	EC 2102
1-Nov-2022	7	**LAST day** for Elections Division **to receive Vote By Mail ballot applications through the mail.** **(**Application must be received, **postmark is not sufficient).**	EC 3001
2-Nov-2022	6	Late condition Vote by Mail Ballots are available until Election Day in the Elections Office. For further information, call (559) 624-7300	
8-Nov-2022		***** ELECTION DAY *****	
1O-Nov-2022	+2	County will commence a manual recount of 1% of the precincts. By this date, the County will also commence the canvass of the returns.	EC 15360; EC 10547 & EC 15301
8-Dec-2O22	+30	By this date the Elections Office will prepare and deliver a certified statement of results of the election to the City Clerk.	EC 10550; EC 10551; EC 15372
		The Elections Division will also prepare a Certificate of Election for each candidate.	EC 10265 and EC 15401
16-Jan-2O33	+69	The Elections Office will bill the City for its share of the election costs.	EC 10002

Attachment ‘B’

Before the City Council
Of the City of Dinuba

Resolution Requesting and Consenting to Consolidation of Election; and Setting Specifications of the Election Order	)))	RESOLUTION NO. 2022-29

WHEREAS, the City Council has ordered a Municipal Election to be held on Tuesday, November 8, 2022, to fill certain municipal offices; and

WHEREAS, other elections may be held in whole or in part of the territory of the city and it is to the advantage of the city to consolidate pursuant to Elections Code Section 10400; and

WHEREAS, Elections Code Section 10242 provides that the governing board shall determine the hours of opening and closing the polls; and

WHEREAS, Elections Code Section 10002 requires the city to reimburse the county in full for the services performed upon presentation of a bill to the city by the county elections official; and

WHEREAS, Elections Code Section 13307(3c) requires that before the nominating period opens, the governing body must determine whether a charge shall be levied against each candidate submitting a candidate’s statement to be sent to the voters; and

WHEREAS, Elections Code Section 12101 requires the publication of a notice of the election once in a newspaper of general circulation in the city;

NOW, THEREFORE, IT IS ORDERED that an election be held in accordance with the following specifications:

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SPECIFICATIONS OF THE ELECTION ORDER

1. The election shall be held on Tuesday, November 8, 2022. The purpose of the election is to choose successors for the following offices:

Council Member District 2	November 2022 – November 2026
Council Member District 3	November 2022 – November 2026
Council Member District 4	November 2022 – November 2026

2. This city council hereby requests and consents to the consolidation of the election with other elections which may be held in whole or in part of the territory of the city, as provided in Elections Code 10400.
3. The city hereby designates the hours the polls are to be kept open shall be from 7:00 am to 8:00 pm.
4. The city will reimburse the county for the actual cost incurred in conducting the election upon receipt of a bill stating the amount due as determined by the elections official.
5. The city council has determined that the candidate will pay for the Candidate's Statement. The Candidate's Statement will be limited to 200 words.
6. The City requests that the Registrar of Voters publish the Notice of Election in the following newspaper, which is the newspaper of general circulation that is regularly circulated in the city: Dinuba Sentinel.
7. The city directs that a certified copy of this Resolution be forwarded to the Registrar of Voters, and the Board of Supervisors of Tulare County.

THE FOREGOING RESOLUTION WAS ADOPTED upon motion of Council Member _____, seconded by Council Member_____, at a regular meeting on this 10th day of May, 2022, by the following vote:

AYES:
NAYS:
ABSTAIN
ABSENT

_____ _____
City Clerk Date

STATE OF CALIFORNIA)
COUNTY OF TULARE)ss
CITY OF)

I, Maria Alaniz, City Clerk of the City of Dinuba, certify the foregoing is the full and true Resolution No. 2022-29 passed and adopted by the Council of the City of Dinuba, at a regular meeting held on the 10th day of May 2022.

Signed: _____

Date: _____

Attachment ‘C’

Before the City Council
Of the City of Dinuba

Resolution Requesting the Tulare County Board of Supervisors Permit the County Registrar of Voters to Render Specified Services to the City	))))	RESOLUTION NO. 2022-30

WHEREAS, pursuant to the Elections Code, the governing body of any city may, by Resolution, request the Board of Supervisors of the County to permit the county elections official to render specified services to the city relating to the conduct of an election; and

WHEREAS, the city has ordered an election be held within the boundaries of the city on November 8, 2022;

NOW, THEREFORE, BE IT RESOLVED by the City Council:

The Board of Supervisors of Tulare County is hereby requested to permit the County Registrar of Voters to render services to the city relating to the conduct of the November 8, 2022, Municipal Election as follows:

a. Distribute and file nomination papers and candidate statements for candidates for city offices.
b. Make all required publications.
c. Prepare, print and mail to the qualified electors of the city sample ballots and voter pamphlets.
d. Provide Vote by Mail ballots for said Municipal Election for use by the qualified electors who may be entitled to Vote by Mail ballots in the manner provided by law.
e. Order consolidation of precincts, appoint precinct boards, designate polling places and instruct election officers concerning their duties.
f. Conduct and canvass the returns of the election and certify the votes cast to the city.
g. Receive and process Vote by Mail voter applications.
h. Prepare, print and deliver to the polling places supplies, including the official ballots and a receipt for said supplies.
i. Recount votes, if requested, in accordance with state law.
j. Conduct the above election duties in accordance with the Voting Rights Act of 1975.
k. Perform all other pertinent services required to be performed for said election other than the requirements of the Fair Political Practices Commission; said Fair Political Practices Commission requirements to be performed by the city clerk.

The city clerk is hereby authorized and directed to transmit certified copies of this Resolution to the Board of Supervisors and to the County Registrar of Voters.

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PASSED AND ADOPTED this 10th day of May, 2022, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

STATE OF CALIFORNIA COUNTY OF TULARE CITY OF)) ss)

I, Maria Alaniz, City Clerk of the City of Dinuba, certify the foregoing is the full and true Resolution No. 2022-30 passed and adopted by the Council of the City of Dinuba, at a regular meeting held on the 10th day of May, 2022.

Signed: _____

Date: _____

Attachment ‘D’

BEFORE THE CITY COUNCIL OF THE CITY OF DINUBA
RESOLUTION NO. 2022-31

DETERMINING WHO SHALL PAY THE COST
OF A CANDIDATE’S STATEMENT
AND LIMITING THE NUMBER OF WORDS ALLOWED

WHEREAS, the City has authorized the Registrar of Voters to render specified services relating to the conduct of the General Municipal Election to be held November 8, 2022; and

WHEREAS, Elections Code section 13307 outlines procedures for candidates to file a Candidate’s Statement to be included in a voter’s pamphlet;

NOW, THEREFORE, BE IT RESOLVED, that the City has determined that the Candidate will pay for the Candidate’s Statement and that the Candidate’s Statement will be limited to 200 words.

PASSED, ADOPTED AND APPROVED this 10th day of May, 2022, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

STATE OF CALIFORNIA)
COUNTY OF TULARE)ss
CITY OF)

I, Maria Alaniz, City Clerk of the City of Dinuba, certify the foregoing is the full and true Resolution No. 2022-31 passed and adopted by the Council of the City of Dinuba, at a regular meeting held on the 10th day of May, 2022.

Signed: _____

Date: _____

City Council Staff Report

Department: FINANCE SERVICES | May 10, 2022

To: Mayor and City Council

From: Karina Solis, Administrative Services Director

By: Maria Alaniz, Interim City Clerk/Human Resources Manager

Subject: Warrant Register April 29 & May 6, 2022 (KS)

RECOMMENDATION

Council to review and approve the Warrant Register as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

Description

WR 04.29.2022

WR 05.06.2022

Accounts Payable Invoice Report

Payment Date Range 04/23/22 - 04/29/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **385 - 4 Creeks, Inc.**									
24571	4 Creeks Nebraska Widening	Paid by Check #36064		04/19/2022	04/29/2022	04/29/2022		04/29/2022	16,112.00
			Vendor **385 - 4 Creeks, Inc.** Totals			Invoices	1		$16,112.00
Vendor **206 - ADT Security Services, Inc.**									
913222809	SECURITY SERVICES FOR 110 S COLLEGE	Paid by Check #36065		04/04/2022	04/29/2022	04/29/2022		04/29/2022	183.18
914858227	SECURITY SERVICES AT WWTP	Paid by Check #36065		04/13/2022	04/29/2022	04/29/2022		04/29/2022	182.82
			Vendor **206 - ADT Security Services, Inc.** Totals			Invoices	2		$366.00
Vendor **416 - Amber Chemical Inc.**									
0372717-IN	Supplies	Paid by Check #36066		03/29/2022	04/29/2022	04/29/2022		04/29/2022	782.83
			Vendor **416 - Amber Chemical Inc.** Totals			Invoices	1		$782.83
Vendor **351 - Anthem Blue Cross**									
000231135786	RAMIREZ 010W01865	Paid by Check #36067		04/04/2022	04/29/2022	04/29/2022		04/29/2022	92.00
000232435482	TYLER 141A75193	Paid by Check #36068		04/07/2022	04/29/2022	04/29/2022		04/29/2022	250.99
			Vendor **351 - Anthem Blue Cross** Totals			Invoices	2		$342.99
Vendor **21 - Aramark Uniform Services Inc.**									
503000518120	Fy 21/22-Parks-Uniforms for week of 4/20/22	Paid by Check #36069		04/20/2022	04/29/2022	04/29/2022	04/22/2022	04/29/2022	48.76
			Vendor **21 - Aramark Uniform Services Inc.** Totals			Invoices	1		$48.76
Vendor **17 - AT&T**									
93910544624/22	DSC - Telephone 3/11 - 4/10/22	Paid by Check #36072		04/11/2022	04/29/2022	04/29/2022		04/29/2022	73.10
93910547444/22	Telephone	Paid by Check #36071		04/11/2022	04/25/2022	04/25/2022		04/29/2022	340.52
93910547364/22	PD - 03/20/2022 - 04/19/2022 Billing Charges	Paid by Check #36073		04/20/2022	04/29/2022	04/29/2022		04/29/2022	141.11
93910547414/22	PW-Communications	Paid by Check #36070		04/11/2022	04/29/2022	04/29/2022		04/29/2022	298.88
			Vendor **17 - AT&T** Totals			Invoices	4		$853.61
Vendor **1044 - AutoZone, Inc.**									
2833644858	CORE CREDIT FOR R 05	Paid by Check #36074		04/08/2022	04/29/2022	04/29/2022		04/29/2022	(43.40)
2833648961	REPAIR PART FOR P 91	Paid by Check #36074		04/12/2022	04/29/2022	04/29/2022		04/29/2022	28.92
2833650338	Supplies	Paid by Check #36074		04/13/2022	04/29/2022	04/29/2022		04/29/2022	38.07
			Vendor **1044 - AutoZone, Inc.** Totals			Invoices	3		$23.59
Vendor **328 - Bernard Professional Transcription Services**									
DF2101217	PD - Transcription Service	Paid by Check #36075		04/22/2022	04/29/2022	04/29/2022		04/29/2022	325.00
			Vendor **328 - Bernard Professional Transcription Services** Totals			Invoices	1		$325.00
Vendor **1826 - BOUNCING OFF THE WALLS, INC**									
22-205	Fy 21/22-S/E-Bounce house rental for Spring Fling 2022	Paid by Check #36076		04/05/2022	04/29/2022	04/29/2022	04/11/2022	04/29/2022	260.00

Accounts Payable Invoice Report

Payment Date Range 04/23/22 - 04/29/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
		Vendor **1826 - BOUNCING OFF THE WALLS, INC** Totals				Invoices	1		$260.00
Vendor **116 - BSK Analytical Laboratories**									
AF08467	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #36077		04/04/2022	04/29/2022	04/29/2022		04/29/2022	176.00
		Vendor **116 - BSK Analytical Laboratories** Totals				Invoices	1		$176.00
Vendor **94 - California Public Employees Retirement**									
2022-00000405	31 - 457 - Employee CalPERS $*	Paid by EFT #1981		04/28/2022	04/29/2022	04/29/2022		04/29/2022	9,828.71
4/10-4/23/2022	Payroll 04/10/22-04/23/22	Paid by EFT #1983		04/28/2022	04/29/2022	04/29/2022		04/29/2022	86,075.70
Dukes/Arroyo adj	Payroll	Paid by EFT #1982		04/28/2022	04/29/2022	04/29/2022		04/29/2022	211.70
		Vendor **94 - California Public Employees Retirement** Totals				Invoices	3		$96,116.11
Vendor **333 - Cintas Corporation No. 2**									
4116381880	PD - Janitorial Supplies	Paid by Check #36078		04/13/2022	04/29/2022	04/29/2022		04/29/2022	58.13
		Vendor **333 - Cintas Corporation No. 2** Totals				Invoices	1		$58.13
Vendor **386 - Clean Tech Environmental, Inc.**									
727935	OIL DISPOSAL FOR SHOP	Paid by Check #36079		03/18/2022	04/29/2022	04/29/2022		04/29/2022	180.00
456476	ANTIFREEZE DISPOSAL FOR SHOP	Paid by Check #36079		03/22/2022	04/29/2022	04/29/2022		04/29/2022	7.45
		Vendor **386 - Clean Tech Environmental, Inc.** Totals				Invoices	2		$187.45
Vendor **71 - Department of Conservation**									
JAN-MAR2122SMIP	Contractual	Paid by Check #36080		04/22/2022	04/29/2022	04/29/2022		04/29/2022	839.86
		Vendor **71 - Department of Conservation** Totals				Invoices	1		$839.86
Vendor **30 - Dinuba Chamber of Commerce**									
Payment #2 21/22	October 2021 thru December 2021	Paid by Check #36081		04/20/2022	04/29/2022	04/29/2022		04/29/2022	2,094.18
Payment #3 21/22	January 2022 thru March 2022	Paid by Check #36081		04/20/2022	04/29/2022	04/29/2022		04/29/2022	579.39
		Vendor **30 - Dinuba Chamber of Commerce** Totals				Invoices	2		$2,673.57
Vendor **550 - Division of the State Architect**									
1122-33122 SB	QUARTERLY SB 1186 REPORT JAN-MAR 2022	Paid by Check #36082		04/01/2022	04/29/2022	04/29/2022		04/29/2022	24.80
		Vendor **550 - Division of the State Architect** Totals				Invoices	1		$24.80
Vendor **1578 - Downs Equipment Rentals, Inc.**									
489759	WHEEL LOADER RENTAL FOR BIO SOLIDS AT WWTP	Paid by Check #36083		04/08/2022	04/29/2022	04/29/2022		04/29/2022	1,593.75
		Vendor **1578 - Downs Equipment Rentals, Inc.** Totals				Invoices	1		$1,593.75
Vendor **62 - Ed Dena's Auto Center**									
310061	REPAIR PARTS FOR PD 27	Paid by Check #36084		04/08/2022	04/29/2022	04/29/2022		04/29/2022	1,672.95
CM-310061-1	CORE CREDIT FOR PD 27	Paid by Check #36084		04/11/2022	04/29/2022	04/29/2022		04/29/2022	(400.00)

Accounts Payable Invoice Report

Payment Date Range 04/23/22 - 04/29/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
		Vendor **62 - Ed Dena's Auto Center** Totals				Invoices	2		$1,272.95
Vendor **23 - Entenmann-Rovin Co.**									
0165375-IN	PD - Badge New & Refinished Charges	Paid by Check #36085		04/21/2022	04/29/2022	04/29/2022		04/29/2022	194.99
		Vendor **23 - Entenmann-Rovin Co.** Totals				Invoices	1		$194.99
Vendor **1591 - Environment Control**									
15669-299	JANITORIAL SERVICES - APRIL 2022	Paid by Check #36086		04/01/2022	04/29/2022	04/29/2022		04/29/2022	10,847.32
		Vendor **1591 - Environment Control** Totals				Invoices	1		$10,847.32
Vendor **395 - Environmental Concepts**									
222140	ENVIRONMENTAL CONCEPTS-PLEXIMELT FOR STREETS	Paid by Check #36087		03/22/2022	04/29/2022	04/29/2022		04/29/2022	5,240.55
222161	ENVIRONMENTAL CONCEPTS-PATCHER RENTAL	Paid by Check #36087		04/07/2022	04/29/2022	04/29/2022		04/29/2022	6,391.00
		Vendor **395 - Environmental Concepts** Totals				Invoices	2		$11,631.55
Vendor **442 - Fastenal Company**									
CAFR318627	Machinery/Safety Equipment	Paid by Check #36088		03/29/2022	04/29/2022	04/29/2022		04/29/2022	660.39
		Vendor **442 - Fastenal Company** Totals				Invoices	1		$660.39
Vendor **35 - Federal Express Corporation**									
7-718-01025	RETURNED CREDIT CARD MACHINE	Paid by Check #36089		04/08/2022	04/29/2022	04/29/2022		04/29/2022	40.58
		Vendor **35 - Federal Express Corporation** Totals				Invoices	1		$40.58
Vendor **235 - FERGUSON ENTERPRISES, LLC**									
1689642-1	FERGUSON - METER BOXES, METERS	Paid by Check #36090		02/25/2022	04/29/2022	04/29/2022		04/29/2022	17,403.40
		Vendor **235 - FERGUSON ENTERPRISES, LLC** Totals				Invoices	1		$17,403.40
Vendor **1827 - GAIL MATERIALS**									
102063	Fy 21/22-Sports Prog-Field dirt	Paid by Check #36091		02/17/2022	04/29/2022	04/29/2022	04/21/2022	04/29/2022	4,388.86
		Vendor **1827 - GAIL MATERIALS** Totals				Invoices	1		$4,388.86
Vendor **18 - The Gas Company**									
126315560034/22	DSC - Gas 3/8 - 4/6/22	Paid by Check #36092		04/08/2022	04/29/2022	04/29/2022		04/29/2022	110.38
		Vendor **18 - The Gas Company** Totals				Invoices	1		$110.38
Vendor **1152 - Hedron**									
2112-03	Professional Services 03/01/22-04/25/22	Paid by Check #36093		04/25/2022	04/29/2022	04/29/2022		04/29/2022	1,940.00
		Vendor **1152 - Hedron** Totals				Invoices	1		$1,940.00
Vendor **1150 - Hoffman Security**									

Accounts Payable Invoice Report

Payment Date Range 04/23/22 - 04/29/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
571664	DSC - Security Monitoring	Paid by Check #36094		04/20/2022	04/29/2022	04/29/2022		04/29/2022	105.00
			Vendor **1150 - Hoffman Security** Totals			Invoices	1		$105.00
Vendor **174 - Howard's Pest Control**									
104047	Dinuba Transit Center- 180 W Merced St (Acct #: 27335)	Paid by Check #36095		04/05/2022	04/29/2022	04/29/2022		04/29/2022	65.00
104049	PEST CONTROL SERVICES - OLD PW	Paid by Check #36095		04/05/2022	04/29/2022	04/29/2022		04/29/2022	67.00
104055	PEST CONTROL SERVICES - PW	Paid by Check #36095		04/05/2022	04/29/2022	04/29/2022		04/29/2022	135.00
104095	PEST CONTROL SERVICES - WWTP	Paid by Check #36095		04/06/2022	04/29/2022	04/29/2022		04/29/2022	55.00
			Vendor **174 - Howard's Pest Control** Totals			Invoices	4		$322.00
Vendor **1718 - JCL Company, LLC**									
CEP2724393O	FLEET TOOLS	Paid by Check #36096		04/14/2022	04/29/2022	04/29/2022		04/29/2022	327.67
			Vendor **1718 - JCL Company, LLC** Totals			Invoices	1		$327.67
Vendor **440 - Johnson Controls Security Solutions**									
37239155	SECURITY SERVICES FOR WATER TOWER ON SIERRA	Paid by Check #36097		04/09/2022	04/29/2022	04/29/2022		04/29/2022	71.41
			Vendor **440 - Johnson Controls Security Solutions** Totals			Invoices	1		$71.41
Vendor **216 - Key Design Locksmithing**									
16485	Service Call City Hall	Paid by Check #36098		04/19/2022	04/29/2022	04/29/2022		04/29/2022	85.00
			Vendor **216 - Key Design Locksmithing** Totals			Invoices	1		$85.00
Vendor **218 - Key Evidence Lock and Safe**									
130851	CYBER KEYS	Paid by Check #36099		04/18/2022	04/29/2022	04/29/2022		04/29/2022	2,542.20
			Vendor **218 - Key Evidence Lock and Safe** Totals			Invoices	1		$2,542.20
Vendor **1825 - KICKAS PRODUCTIONS LLC**									
070322	Fy 21/22-SE-July 3rd celebration entertainment band 50% deposit	Paid by Check #36100		04/20/2022	04/29/2022	04/29/2022	04/22/2022	04/29/2022	1,175.00
			Vendor **1825 - KICKAS PRODUCTIONS LLC** Totals			Invoices	1		$1,175.00
Vendor **449 - Les Schwab Tire Centers of Central California**									
55100279094	2 TIRES FOR PW EMERGENCY GENERATOR TRAILER	Paid by Check #36101		04/12/2022	04/29/2022	04/29/2022		04/29/2022	354.78
55100279196	4 TIRES FOR STREETS FLAT BED TRAILER	Paid by Check #36101		04/13/2022	04/29/2022	04/29/2022		04/29/2022	737.16
55100279760	2 TIRES FOR PD 15	Paid by Check #36101		04/20/2022	04/29/2022	04/29/2022		04/29/2022	518.21
55100279906	2 TIRES FOR PD 15	Paid by Check #36101		04/21/2022	04/29/2022	04/29/2022		04/29/2022	388.22
			Vendor **449 - Les Schwab Tire Centers of Central California** Totals			Invoices	4		$1,998.37
Vendor **304 - Lowe's Home Centers Inc.**									

Accounts Payable Invoice Report

Payment Date Range 04/23/22 - 04/29/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
6705036 4222	DISWASHER FOR WWTP, CONCRETE FOR BLOCK WALL ON EUCLID	Paid by Check #36102		04/02/2022	04/29/2022	04/29/2022		04/29/2022	1,342.85
		Vendor **304 - Lowe's Home Centers Inc.** Totals				Invoices	1		$1,342.85
Vendor **1723 - Matson Alarm Co, Inc.**									
2803734	Fy 21/22-Sportsplex-Fire & burglar monit srvcs @ sportsplex	Paid by Check #36103		05/01/2022	04/29/2022	04/29/2022	04/25/2022	04/29/2022	90.00
		Vendor **1723 - Matson Alarm Co, Inc.** Totals				Invoices	1		$90.00
Vendor **22 - Moore Twining Associates Inc.**									
2369601	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #36104		04/05/2022	04/29/2022	04/29/2022		04/29/2022	70.00
2369602	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #36104		04/05/2022	04/29/2022	04/29/2022		04/29/2022	88.00
2369642	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #36104		04/06/2022	04/29/2022	04/29/2022		04/29/2022	88.00
2369937	WATER SAMPLE TESTING - WELLS	Paid by Check #36104		04/13/2022	04/29/2022	04/29/2022		04/29/2022	120.00
2369938	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #36104		04/13/2022	04/29/2022	04/29/2022		04/29/2022	108.00
2369942	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #36104		04/14/2022	04/29/2022	04/29/2022		04/29/2022	88.00
2369947	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #36104		04/14/2022	04/29/2022	04/29/2022		04/29/2022	88.00
2370058	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #36104		04/18/2022	04/29/2022	04/29/2022		04/29/2022	88.00
2370059	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #36104		04/18/2022	04/29/2022	04/29/2022		04/29/2022	70.00
2370312	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #36104		04/22/2022	04/29/2022	04/29/2022		04/29/2022	246.00
2370313	WAT	Paid by Check #36104		04/22/2022	04/29/2022	04/29/2022		04/29/2022	88.00
2370314	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #36104		04/22/2022	04/29/2022	04/29/2022		04/29/2022	88.00
		Vendor **22 - Moore Twining Associates Inc.** Totals				Invoices	12		$1,230.00
Vendor **1570 - Mountain Valley Environmental Services, Inc.**									
3516	CHIEF PLANT OPERATOR SERVICES WWTP - MAY 2022	Paid by Check #36105		04/01/2022	04/29/2022	04/29/2022		04/29/2022	4,500.00
		Vendor **1570 - Mountain Valley Environmental Services, Inc.** Totals				Invoices	1		$4,500.00
Vendor **1385 - Multiforce Systems Corporation**									
921740	Multi Force CNG Cards	Paid by Check #36106		04/12/2022	04/29/2022	04/29/2022		04/29/2022	185.00
		Vendor **1385 - Multiforce Systems Corporation** Totals				Invoices	1		$185.00
Vendor **1824 - Norlab, Inc**									

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Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
85750	YELLO/GREEN DYE STRIPS	Paid by Check #36107		01/28/2022	04/29/2022	04/29/2022		04/29/2022	320.00
			Vendor **1824 - Norlab, Inc** Totals			Invoices	1		$320.00
Vendor **142 - Office Depot BSD**									
235887836001	Fy 21/22-Sportsplex-Webcam	Paid by Check #36108		04/11/2022	04/29/2022	04/29/2022	04/19/2022	04/29/2022	108.49
235887421001	PD - Supplies	Paid by Check #36108		04/11/2022	04/29/2022	04/29/2022		04/29/2022	234.24
			Vendor **142 - Office Depot BSD** Totals			Invoices	2		$342.73
Vendor **1708 - James Olvera**									
04/25/2022	Anthem Reimb 05/01/2022-05/31/2022	Paid by Check #36109		04/25/2022	04/29/2022	04/29/2022		04/29/2022	141.91
			Vendor **1708 - James Olvera** Totals			Invoices	1		$141.91
Vendor **76 - Pacific Gas & Electric**									
354744710714/22	April 2022	Paid by Check #36131		04/11/2022	04/29/2022	04/29/2022		04/29/2022	367.07
618305447404/22	496 E TULARE ST	Paid by Check #36132		04/11/2022	04/29/2022	04/29/2022		04/29/2022	3,844.08
860727324974/22	1001 E EL PASO AVE	Paid by Check #36127		04/08/2022	04/25/2022	04/25/2022		04/29/2022	30.78
774843071194/22	1133 S COLLEGE AVE	Paid by Check #36125		04/10/2022	04/25/2022	04/25/2022		04/29/2022	27.20
169314496944/22	N/KAMM E/GREEN	Paid by Check #36118		04/11/2022	04/25/2022	04/25/2022		04/29/2022	206.54
339630846044/22	S/KAMM & O ST	Paid by Check #36120		04/11/2022	04/25/2022	04/25/2022		04/29/2022	10.96
602118118764/22	201 N URUAPAN WAY	Paid by Check #36122		04/11/2022	04/25/2022	04/25/2022		04/29/2022	1,743.21
678266701754/22	ALICE & W NORTH WAY	Paid by Check #36123		04/11/2022	04/25/2022	04/25/2022		04/29/2022	152.80
945914183254/22	W/COLLEGE 100 N/MARSHALL	Paid by Check #36130		04/11/2022	04/25/2022	04/25/2022		04/29/2022	10.53
294652070084/22	PW	Paid by Check #36119		04/12/2022	04/25/2022	04/25/2022		04/29/2022	100.93
731427487114.22	PARKS	Paid by Check #36124		04/12/2022	04/25/2022	04/25/2022		04/29/2022	2,562.53
155771097454.22	1851 E KAMM AVE	Paid by Check #36117		04/13/2022	04/25/2022	04/25/2022		04/29/2022	1,859.47
831902407274.22	SW SW 16-16-24	Paid by Check #36126		04/13/2022	04/25/2022	04/25/2022		04/29/2022	27.09
432339024694/22	CITRUS HEIGHTS VENTURA AND O	Paid by Check #36121		04/15/2022	04/25/2022	04/25/2022		04/29/2022	66.37
901837373534/22	DUNMORE HOMES VISCAYA 1 AT SAGINA	Paid by Check #36128		04/15/2022	04/25/2022	04/25/2022		04/29/2022	970.55
919617675884/22	SIERRA WAY AND BUENA VISTA AVE	Paid by Check #36129		04/15/2022	04/25/2022	04/25/2022		04/29/2022	81.88
134971623574.22	KAMM & GREEN	Paid by Check #36110		04/12/2022	04/29/2022	04/29/2022		04/29/2022	17,026.56
502735657344/22	RANDLE AVE S/EL MONTE	Paid by Check #36114		04/12/2022	04/29/2022	04/29/2022		04/29/2022	69.11
605804926704/22	148 S M ST	Paid by Check #36115		04/12/2022	04/29/2022	04/29/2022		04/29/2022	39.33
847471995154/22	ALTA & KAMM AVE	Paid by Check #36116		04/12/2022	04/29/2022	04/29/2022		04/29/2022	100.06
207327719754/22	1088 E KAMM AVE	Paid by Check #36112		04/13/2022	04/29/2022	04/29/2022		04/29/2022	875.90
156188827224/22	PW	Paid by Check #36111		04/14/2022	04/29/2022	04/29/2022		04/29/2022	133.25
338077954234.22	2007 N CRAWFORD AVE	Paid by Check #36113		04/14/2022	04/29/2022	04/29/2022		04/29/2022	1,025.76
			Vendor **76 - Pacific Gas & Electric** Totals			Invoices	23		$31,331.96
Vendor **7 - Pena's Disposal Services**									

Accounts Payable Invoice Report

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Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
655867	Fy 21/22-Parks-Disposal service for Vuich park	Paid by Check #36133		04/19/2022	04/29/2022	04/29/2022	04/22/2022	04/29/2022	432.03
655871	Cust No. 01-153360	Paid by Check #36133		04/19/2022	04/29/2022	04/29/2022		04/29/2022	2,473.93
		Vendor **7 - Pena's Disposal Services** Totals				Invoices	2		$2,905.96
Vendor **349 - RES COM Pest Control**									
2014088	PD - Dog Kennel Pest Control	Paid by Check #36134		04/18/2022	04/29/2022	04/29/2022		04/29/2022	44.00
		Vendor **349 - RES COM Pest Control** Totals				Invoices	1		$44.00
Vendor **361 - SJVAPCD**									
S162892	Dues & Subscriptions	Paid by Check #36135		04/01/2022	04/29/2022	04/29/2022		04/29/2022	290.00
		Vendor **361 - SJVAPCD** Totals				Invoices	1		$290.00
Vendor **893 - Smog Guy Automotive Repair**									
31706	SMOG CHECK FOR UNIT 27	Paid by Check #36136		04/21/2022	04/29/2022	04/29/2022		04/29/2022	50.00
		Vendor **893 - Smog Guy Automotive Repair** Totals				Invoices	1		$50.00
Vendor **121 - State of California**									
PWSID #CA5410002	Refund of unused Arrearages funds	Paid by Check #36138		04/25/2022	04/29/2022	04/29/2022		04/29/2022	103.90
572734	March 2022	Paid by Check #36137		04/05/2022	04/29/2022	04/29/2022		04/29/2022	934.00
		Vendor **121 - State of California** Totals				Invoices	2		$1,037.90
Vendor **1447 - Monte Sylvester**									
04/25/2022	Anthem Reimb 05/01/2022-05/31/2022	Paid by Check #36139		04/25/2022	04/29/2022	04/29/2022		04/29/2022	320.23
		Vendor **1447 - Monte Sylvester** Totals				Invoices	1		$320.23
Vendor **1821 - The Landscape Center**									
775974	Fy 21/22-Park-Palm trees installation	Paid by Check #36140		04/11/2022	04/29/2022	04/29/2022	04/19/2022	04/29/2022	11,000.00
		Vendor **1821 - The Landscape Center** Totals				Invoices	1		$11,000.00
Vendor **1062 - The Sherwin-Williams Co.**									
6620-0	PAINT FOR STRIPING	Paid by Check #36141		03/25/2022	04/29/2022	04/29/2022		04/29/2022	1,344.48
		Vendor **1062 - The Sherwin-Williams Co.** Totals				Invoices	1		$1,344.48
Vendor **426 - Tioga Solar**									
1060213990	TIOGA SOLAR PRODUCTION - MARCH 2022	Paid by Check #36142		03/31/2022	04/29/2022	04/29/2022		04/29/2022	20,188.68
		Vendor **426 - Tioga Solar** Totals				Invoices	1		$20,188.68
Vendor **261 - TK Elevator Corp.**									
3006538960	Votech 04/01/2022 TO 06/30/2022	Paid by Check #36143		04/01/2022	04/29/2022	04/29/2022		04/29/2022	557.93
		Vendor **261 - TK Elevator Corp.** Totals				Invoices	1		$557.93

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Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **311 - Top Dog Training Center**									
1492	PD - K9 Enzo & Zeus Maintenance Training	Paid by Check #36144		02/24/2022	04/29/2022	04/29/2022		04/29/2022	180.00
1516	PD - K9 Enzo & Zeus Maintenance Training	Paid by Check #36144		04/19/2022	04/29/2022	04/29/2022		04/29/2022	180.00
		Vendor **311 - Top Dog Training Center** Totals				Invoices	2		$360.00
Vendor **1633 - Toyota Industries Commercial Finance, Inc.**									
4003455380	POLARIS LEASE PAYMENT	Paid by Check #36145		03/28/2022	04/29/2022	04/29/2022		04/29/2022	296.74
4003473288	LITTER VACUUM LEASE PAYMENT	Paid by Check #36145		04/13/2022	04/29/2022	04/29/2022		04/29/2022	950.73
		Vendor **1633 - Toyota Industries Commercial Finance, Inc.** Totals				Invoices	2		$1,247.47
Vendor **1762 - Trihydro Corporation**									
0175896	Dinuba Sentinel Well Monitoring-March 2022	Paid by Check #36146		04/19/2022	04/29/2022	04/29/2022		04/29/2022	248.64
		Vendor **1762 - Trihydro Corporation** Totals				Invoices	1		$248.64
Vendor **1098 - Tyler Technologies**									
045-373628	CUSTOM INTERFACES IMPORT METER READS	Paid by Check #36147		03/31/2022	04/29/2022	04/29/2022		04/29/2022	3,150.00
		Vendor **1098 - Tyler Technologies** Totals				Invoices	1		$3,150.00
Vendor **273 - US Bank**									
470110446	PD - Copiers Lease	Paid by Check #36148		04/15/2022	04/29/2022	04/29/2022		04/29/2022	907.08
		Vendor **273 - US Bank** Totals				Invoices	1		$907.08
Vendor **101 - Valley Soil & Forest Products**									
43579	FILL SAND	Paid by Check #36149		04/08/2022	04/29/2022	04/29/2022		04/29/2022	1,210.84
		Vendor **101 - Valley Soil & Forest Products** Totals				Invoices	1		$1,210.84
Vendor **354 - Verizon Wireless**									
9904178322	Finance	Paid by Check #36153		04/14/2022	04/29/2022	04/29/2022		04/29/2022	127.04
9904178323	CM	Paid by Check #36154		04/14/2022	04/29/2022	04/29/2022		04/29/2022	479.40
9904080053	April 2022	Paid by Check #36152		04/12/2022	04/29/2022	04/29/2022		04/29/2022	344.23
9904178320	Fy 21/22-CS-Dept cell phone bill	Paid by Check #36150		04/14/2022	04/29/2022	04/29/2022	04/22/2022	04/29/2022	949.01
9903623335	Acct# 972514922-00001	Paid by Check #36151		04/07/2022	04/29/2022	04/29/2022		04/29/2022	544.76
		Vendor **354 - Verizon Wireless** Totals				Invoices	5		$2,444.44
Vendor **14 - W & E Electric**									
2203061	NEWTON & DAVIS LIFT STATION, CHECK VFD	Paid by Check #36155		03/11/2022	04/29/2022	04/29/2022		04/29/2022	100.00
2203060	LIFT STATION EUCLID & SAGINAW, RECONNECT NEW PUMP	Paid by Check #36155		03/14/2022	04/29/2022	04/29/2022		04/29/2022	100.00
		Vendor **14 - W & E Electric** Totals				Invoices	2		$200.00

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **962 - Willdan Financial Services**									
010-51082	Comprehensive User Fee Study; Project 111195	Paid by Check #36156		04/22/2022	04/29/2022	04/29/2022		04/29/2022	1,730.00
			Vendor **962 - Willdan Financial Services** Totals			Invoices	1		$1,730.00
			Grand Totals			Invoices	125		$264,623.62

Accounts Payable Invoice Report

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **72 - A-C Electric Company**									
56723	HW INFLUENT PUMP #2	Paid by Check #36171		04/25/2022	05/06/2022	05/06/2022		05/06/2022	479.00
			Vendor **72 - A-C Electric Company** Totals			Invoices	1		$479.00
Vendor **263 - Advantek Benefit Administrators**									
04/22/2022	04/22/2022	Paid by Check #36172		04/22/2022	05/06/2022	05/06/2022		05/06/2022	36,796.53
04/29/2022	04/29/2022	Paid by Check #36172		04/29/2022	05/06/2022	05/06/2022		05/06/2022	36,940.12
			Vendor **263 - Advantek Benefit Administrators** Totals			Invoices	2		$73,736.65
Vendor **289 - AT&T Mobility LLC**									
2870151847344/22	April 2022	Paid by Check #36174		04/16/2022	05/06/2022	05/06/2022		05/06/2022	88.24
2872932128684/22	Telephone	Paid by Check #36173		04/16/2022	05/06/2022	05/06/2022		05/06/2022	281.11
			Vendor **289 - AT&T Mobility LLC** Totals			Invoices	2		$369.35
Vendor **420 - Atlas Copco Compressors LLC**									
1122042718	Atlas Copco CNG repairs to cng	Paid by Check #36175		04/28/2022	05/06/2022	05/06/2022		05/06/2022	1,503.10
			Vendor **420 - Atlas Copco Compressors LLC** Totals			Invoices	1		$1,503.10
Vendor **195 - Battery Systems Inc.**									
7541047	BATTERIES FOR STREETS	Paid by Check #36176		04/13/2022	05/06/2022	05/06/2022		05/06/2022	1,154.93
			Vendor **195 - Battery Systems Inc.** Totals			Invoices	1		$1,154.93
Vendor **822 - Boundtree Medical LLC**									
70318842	Credit	Paid by Check #36177		02/09/2022	05/06/2022	05/06/2022		05/06/2022	(123.55)
84483122	Supplies	Paid by Check #36177		04/12/2022	05/06/2022	05/06/2022		05/06/2022	480.75
			Vendor **822 - Boundtree Medical LLC** Totals			Invoices	2		$357.20
Vendor **1620 - Central Valley Forensic Nursing Specialists**									
1361	PD - April 2021 Medical Report - DF2201185	Paid by Check #36178		04/30/2022	05/06/2022	05/06/2022		05/06/2022	1,200.00
			Vendor **1620 - Central Valley Forensic Nursing Specialists** Totals			Invoices	1		$1,200.00
Vendor **901 - Chet's Plumbing & Mechanical Inc.**									
3536	INSTALLED URINAL AT DELGADO PARK	Paid by Check #36179		04/21/2022	05/06/2022	05/06/2022		05/06/2022	267.61
			Vendor **901 - Chet's Plumbing & Mechanical Inc.** Totals			Invoices	1		$267.61
Vendor **170 - Comcast**									
0191269 04/22/22	201 N URUAPAN WAY	Paid by Check #36182		04/22/2022	05/06/2022	05/06/2022		05/06/2022	286.47
0002177 04/27/22	1390 E ELIZABETH WAY	Paid by Check #36180		04/27/2022	05/06/2022	05/06/2022		05/06/2022	100.19
0181138 04/27/22	180 W MERCED ST	Paid by Check #36181		04/27/2022	05/06/2022	05/06/2022		05/06/2022	489.12
			Vendor **170 - Comcast** Totals			Invoices	3		$875.78
Vendor **1576 - Creative Asphalt, Inc.**									

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Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
7859	ASPHALT REPAIRS - 1001 E EL MONTE, 451 W NORTH WAY, 1280 N LINCO	Paid by Check #36183		04/18/2022	05/06/2022	05/06/2022		05/06/2022	3,262.00
7860	ASPHALT REPAIRS - 1492 E SIERRA, 151 S URUAPAN, 1341 MERRILL	Paid by Check #36183		04/18/2022	05/06/2022	05/06/2022		05/06/2022	3,263.00
		Vendor **1576 - Creative Asphalt, Inc.** Totals				Invoices	2		$6,525.00
Vendor **1035 - De Lage Landen Public Finance**									
76169644	Apr/May 2022	Paid by EFT #1984		04/23/2022	05/06/2022	05/06/2022		05/06/2022	322.25
		Vendor **1035 - De Lage Landen Public Finance** Totals				Invoices	1		$322.25
Vendor **77 - Department of Justice**									
576049	PD - March 2022 Blood Alcohol Analysis	Paid by Check #36184		04/06/2022	05/06/2022	05/06/2022		05/06/2022	350.00
		Vendor **77 - Department of Justice** Totals				Invoices	1		$350.00
Vendor **30 - Dinuba Chamber of Commerce**									
11/2021-04/2022	DINUBA MAIN STREET FUND	Paid by Check #36185		05/02/2022	05/06/2022	05/06/2022		05/06/2022	257.54
		Vendor **30 - Dinuba Chamber of Commerce** Totals				Invoices	1		$257.54
Vendor **200 - Dinuba Unified School District**									
1722	DSC Senior Lunches - March 2022	Paid by Check #36186		04/25/2022	05/06/2022	05/06/2022		05/06/2022	7,150.00
		Vendor **200 - Dinuba Unified School District** Totals				Invoices	1		$7,150.00
Vendor **280 - Entersect**									
422EP31191	PD - April 2022 Service	Paid by Check #36187		04/30/2022	05/06/2022	05/06/2022		05/06/2022	100.00
		Vendor **280 - Entersect** Totals				Invoices	1		$100.00
Vendor **36 - Ewing Irrigation Products**									
16635426	SUPPLIES FOR STREETS	Paid by Check #36188		04/28/2022	05/06/2022	05/06/2022		05/06/2022	110.81
		Vendor **36 - Ewing Irrigation Products** Totals				Invoices	1		$110.81
Vendor **1717 - Golden Valley Ace Hardware**									
24982	Repairs	Paid by Check #36189		04/18/2022	05/06/2022	05/06/2022		05/06/2022	220.67
		Vendor **1717 - Golden Valley Ace Hardware** Totals				Invoices	1		$220.67
Vendor **68 - Grainger Inc.**									
9294689998	WWTP SUPPLIES	Paid by Check #36190		04/28/2022	05/06/2022	05/06/2022		05/06/2022	434.84
		Vendor **68 - Grainger Inc.** Totals				Invoices	1		$434.84
Vendor **379 - Guardian EMS Products**									
10432	Supplies	Paid by Check #36191		04/11/2022	05/06/2022	05/06/2022		05/06/2022	287.59
10439	Credit	Paid by Check #36191		04/12/2022	05/06/2022	05/06/2022		05/06/2022	(169.26)
10506	Supplies	Paid by Check #36191		04/25/2022	05/06/2022	05/06/2022		05/06/2022	721.59

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10510	Supplies	Paid by Check #36191		04/25/2022	05/06/2022	05/06/2022		05/06/2022	162.87
10511	Supplies	Paid by Check #36191		04/25/2022	05/06/2022	05/06/2022		05/06/2022	520.20
		Vendor **379 - Guardian EMS Products** Totals				Invoices	5		$1,522.99
Vendor **1828 - HEET TRUCKING, LLC**									
8576	LOAD - FRESNO TO DINUBA	Paid by Check #36192		03/03/2022	05/06/2022	05/06/2022		05/06/2022	450.00
		Vendor **1828 - HEET TRUCKING, LLC** Totals				Invoices	1		$450.00
Vendor **139 - Henry Schein Inc.**									
19299304	Supplies	Paid by Check #36193		04/11/2022	05/06/2022	05/06/2022		05/06/2022	229.37
19333877	Supplies	Paid by Check #36193		04/12/2022	05/06/2022	05/06/2022		05/06/2022	1,003.58
19537146	Supplies	Paid by Check #36193		04/19/2022	05/06/2022	05/06/2022		05/06/2022	744.00
19669029	Supplies	Paid by Check #36193		04/20/2022	05/06/2022	05/06/2022		05/06/2022	111.92
		Vendor **139 - Henry Schein Inc.** Totals				Invoices	4		$2,088.87
Vendor **174 - Howard's Pest Control**									
104782	493 L St - service 05/04/2022	Paid by Check #36194		05/04/2022	05/06/2022	05/06/2022		05/06/2022	57.00
		Vendor **174 - Howard's Pest Control** Totals				Invoices	1		$57.00
Vendor **5 - Jorgensen & Co.**									
5998270	Fy 21/22-Parks-Instrument calibration	Paid by Check #36195		04/14/2022	05/06/2022	05/06/2022	04/29/2022	05/06/2022	75.00
		Vendor **5 - Jorgensen & Co.** Totals				Invoices	1		$75.00
Vendor **216 - Key Design Locksmithing**									
16492	Fy 21/22-CS-Racquetball court keys	Paid by Check #36196		04/22/2022	05/06/2022	05/06/2022	04/28/2022	05/06/2022	43.40
		Vendor **216 - Key Design Locksmithing** Totals				Invoices	1		$43.40
Vendor **1403 - Kings Industrial Occupational Medical Center, Inc.**									
135257	1/2022 COV	Paid by Check #36197		02/04/2022	05/06/2022	05/06/2022		05/06/2022	500.00
144134	3/2022 DS	Paid by Check #36197		04/05/2022	05/06/2022	05/06/2022		05/06/2022	270.00
144158	3/2022 PHY	Paid by Check #36197		04/05/2022	05/06/2022	05/06/2022		05/06/2022	750.68
144142	Fy 21/22-Rapid covid tests for Ruben C & Michele T	Paid by Check #36197		04/05/2022	05/06/2022	05/06/2022	05/02/2022	05/06/2022	200.00
		Vendor **1403 - Kings Industrial Occupational Medical Center, Inc.** Totals				Invoices	4		$1,720.68
Vendor **1324 - Lawrence Tractor Co., Inc.**									
538484	Fy 21/22-Parks-Keys	Paid by Check #36198		04/26/2022	05/06/2022	05/06/2022	05/02/2022	05/06/2022	73.89
		Vendor **1324 - Lawrence Tractor Co., Inc.** Totals				Invoices	1		$73.89
Vendor **449 - Les Schwab Tire Centers of Central California**									
55100279013	E-31	Paid by Check #36199		04/11/2022	05/06/2022	05/06/2022		05/06/2022	951.62
55100280872	E-32	Paid by Check #36199		05/03/2022	05/06/2022	05/06/2022		05/06/2022	40.28
55100279953	2 TIRES FOR P 92	Paid by Check #36199		04/22/2022	05/06/2022	05/06/2022		05/06/2022	736.53

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		Vendor **449 - Les Schwab Tire Centers of Central California** Totals				Invoices	3		$1,728.43
Vendor **89 - Liebert Cassidy Whitmore**									
215406	Legal Services	Paid by Check #36200		03/31/2022	05/06/2022	05/06/2022		05/06/2022	4,184.50
215407	DI030-00020	Paid by Check #36200		03/31/2022	05/06/2022	05/06/2022		05/06/2022	76.00
		Vendor **89 - Liebert Cassidy Whitmore** Totals				Invoices	2		$4,260.50
Vendor **160 - Mid Valley Publishing Inc.**									
0012420 2022	PD - Yearly Service	Paid by Check #36201		04/26/2022	05/06/2022	05/06/2022		05/06/2022	30.00
		Vendor **160 - Mid Valley Publishing Inc.** Totals				Invoices	1		$30.00
Vendor **589 - Rosa Montanez**									
05/02/2022	REIMB ANTHEM 05/01/22-05/31/22	Paid by Check #36202		05/02/2022	05/06/2022	05/06/2022		05/06/2022	208.29
		Vendor **589 - Rosa Montanez** Totals				Invoices	1		$208.29
Vendor **22 - Moore Twining Associates Inc.**									
1377400	BIOSOLIDS MONITORING	Paid by Check #36203		12/17/2021	05/06/2022	05/06/2022		05/06/2022	1,265.00
2367878	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #36203		02/24/2022	05/06/2022	05/06/2022		05/06/2022	226.00
		Vendor **22 - Moore Twining Associates Inc.** Totals				Invoices	2		$1,491.00
Vendor **76 - Pacific Gas & Electric**									
316657841904/22	3007 W KAMM AVE	Paid by Check #36217		04/19/2022	05/06/2022	05/06/2022		05/06/2022	26.28
854359817424/22	PW	Paid by Check #36214		04/19/2022	05/06/2022	05/06/2022		05/06/2022	216.23
502221469094/22	PARKSIDE VILLAGE PHASE I	Paid by Check #36213		04/21/2022	05/06/2022	05/06/2022		05/06/2022	221.22
497903928044/22	DSC - Electricity 3/28 - 4/26/22	Paid by Check #36215		04/27/2022	05/06/2022	05/06/2022		05/06/2022	959.02
0008094429-1	2099 W SIERRA WAY B	Paid by Check #36204		04/15/2022	05/06/2022	05/06/2022		05/06/2022	43.05
091507817804/22	PW	Paid by Check #36205		04/15/2022	05/06/2022	05/06/2022		05/06/2022	1,311.07
640799572504.22	PW	Paid by Check #36208		04/15/2022	05/06/2022	05/06/2022		05/06/2022	1,585.42
723267973794/22	PW	Paid by Check #36209		04/15/2022	05/06/2022	05/06/2022		05/06/2022	14,655.53
917922255334/22	PW	Paid by Check #36211		04/15/2022	05/06/2022	05/06/2022		05/06/2022	955.17
954874984794/22	ALTA & NEBRASKA AVE	Paid by Check #36212		04/15/2022	05/06/2022	05/06/2022		05/06/2022	80.59
886695643254/22	NW SE SW 18 16 24	Paid by Check #36210		04/19/2022	05/06/2022	05/06/2022		05/06/2022	31.02
674421567814/22	6675 AVE 412	Paid by Check #36216		04/20/2022	05/06/2022	05/06/2022		05/06/2022	2,985.26
361657103894/22	2099 W SIERRA WAY A	Paid by Check #36206		04/21/2022	05/06/2022	05/06/2022		05/06/2022	160.76
594966555034/22	6675 AVE 412	Paid by Check #36207		04/22/2022	05/06/2022	05/06/2022		05/06/2022	26.28
		Vendor **76 - Pacific Gas & Electric** Totals				Invoices	14		$23,256.90
Vendor **611 - Michelle Pattillo**									
05/02/2022	SAFETY REIMBURSEMENT	Paid by Check #36218		05/02/2022	05/06/2022	05/06/2022		05/06/2022	76.00
		Vendor **611 - Michelle Pattillo** Totals				Invoices	1		$76.00
Vendor **1411 - Placer Title Company**									

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P-325476-2 Hasan	Alta/Nebraska ROW 013-100-001 Hasan - Balance	Paid by Check #36219		04/26/2022	05/06/2022	05/06/2022		05/06/2022	105.00
			Vendor **1411 - Placer Title Company** Totals			Invoices	1		$105.00
Vendor **1823 - Santander Bank, N.A.**									
2768307	PD - U#8, U#12 & U#25 Lease	Paid by Check #36170		03/30/2022	04/15/2022	04/15/2022		05/03/2022	15,859.00
			Vendor **1823 - Santander Bank, N.A.** Totals			Invoices	1		$15,859.00
Vendor **46 - Self Help Enterprises**									
BA-11	CDBG-CV2-3 GENERAL ADMIN & IMPLEMENTATION COST	Paid by Check #36220		04/20/2022	05/06/2022	05/06/2022		05/06/2022	1,370.07
			Vendor **46 - Self Help Enterprises** Totals			Invoices	1		$1,370.07
Vendor **431 - Sparkletts**									
5080520 033122	PD - Water Coolers	Paid by Check #36222		03/31/2022	05/06/2022	05/06/2022		05/06/2022	167.20
5080520 042822	PD - Water Coolers	Paid by Check #36221		04/28/2022	05/06/2022	05/06/2022		05/06/2022	168.72
			Vendor **431 - Sparkletts** Totals			Invoices	2		$335.92
Vendor **214 - Stericycle, Inc.**									
3005986629	May 2022	Paid by Check #36223		05/01/2022	05/06/2022	05/06/2022		05/06/2022	142.53
			Vendor **214 - Stericycle, Inc.** Totals			Invoices	1		$142.53
Vendor **189 - Terminix International**									
419211480	PD - Pest Control Service	Paid by Check #36224		04/12/2022	05/06/2022	05/06/2022		05/06/2022	64.00
			Vendor **189 - Terminix International** Totals			Invoices	1		$64.00
Vendor **1082 - 3R Construction or The Island Convention Center**									
005025	3R Construction Sidewalk	Paid by Check #36225		04/08/2022	05/06/2022	05/06/2022		05/06/2022	8,560.00
			Vendor **1082 - 3R Construction or The Island Convention Center** Totals			Invoices	1		$8,560.00
Vendor **717 - TMI Research Services**									
CITYOD 22-3-31	SERVICE MONTH MARCH 2022	Paid by Check #36226		03/31/2022	05/06/2022	05/06/2022		05/06/2022	180.00
			Vendor **717 - TMI Research Services** Totals			Invoices	1		$180.00
Vendor **1627 - Toyota Material Handling Northern California**									
GF1J99	WWTP SUPPLIES	Paid by Check #36227		03/15/2022	05/06/2022	05/06/2022		05/06/2022	168.42
			Vendor **1627 - Toyota Material Handling Northern California** Totals			Invoices	1		$168.42
Vendor **273 - US Bank**									
470917477	Copier Lease 04/20/22-05/20/22	Paid by Check #36229		04/25/2022	05/06/2022	05/06/2022		05/06/2022	2,463.38
470917410	ACCT# 530029 - PW COPIER CHARGES	Paid by Check #36228		04/25/2022	05/06/2022	05/06/2022		05/06/2022	795.06
			Vendor **273 - US Bank** Totals			Invoices	2		$3,258.44
Vendor **1434 - Vast Networks**									
35301	05/01/2022-05/31/2022 Internet	Paid by Check #36230		05/01/2022	05/06/2022	05/06/2022		05/06/2022	4,554.07

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			Vendor **1434 - Vast Networks** Totals			Invoices	1		$4,554.07
Vendor **354 - Verizon Wireless**									
9904178321	May 2022	Paid by Check #36231		04/14/2022	05/06/2022	05/06/2022		05/06/2022	393.74
			Vendor **354 - Verizon Wireless** Totals			Invoices	1		$393.74
Vendor **1280 - Willdan Engineering**									
00336123	Willdan Inspections	Paid by Check #36232		04/22/2022	05/06/2022	05/06/2022		05/06/2022	2,575.00
			Vendor **1280 - Willdan Engineering** Totals			Invoices	1		$2,575.00
Vendor **962 - Willdan Financial Services**									
010-51086	Utility Rate Study- Water, Sewer and Solid Waste; Project 111216	Paid by Check #36233		04/22/2022	05/06/2022	05/06/2022		05/06/2022	5,565.00
			Vendor **962 - Willdan Financial Services** Totals			Invoices	1		$5,565.00
Vendor **1067 - Yamabe & Horn Engineering Inc.**									
475808	Y&H City Projects Eng Support	Paid by Check #36234		04/21/2022	05/06/2022	05/06/2022		05/06/2022	19,653.00
475811	Y&H Dinuba WWTP Clarifier	Paid by Check #36234		04/21/2022	05/06/2022	05/06/2022		05/06/2022	4,792.50
475813	Y&H Well 21	Paid by Check #36234		04/21/2022	05/06/2022	05/06/2022		05/06/2022	690.00
475820	Y&H Commercial Eng Support	Paid by Check #36234		04/21/2022	05/06/2022	05/06/2022		05/06/2022	7,749.50
475835	Y&H College AV SJVR Crossing Lumination	Paid by Check #36234		04/21/2022	05/06/2022	05/06/2022		05/06/2022	2,975.75
475836	Y&H Alta Nebraska Roundabout	Paid by Check #36234		04/21/2022	05/06/2022	05/06/2022		05/06/2022	36,935.98
475837	Y&H Roadway Segment	Paid by Check #36234		04/21/2022	05/06/2022	05/06/2022		05/06/2022	1,500.00
475838	Y&H Road 74 Improv	Paid by Check #36234		04/21/2022	05/06/2022	05/06/2022		05/06/2022	2,379.00
475839	Y&H Kamm and Alta Design	Paid by Check #36234		04/21/2022	05/06/2022	05/06/2022		05/06/2022	9,346.51
475840	Y&H Building Official	Paid by Check #36234		04/21/2022	05/06/2022	05/06/2022		05/06/2022	10,200.00
475841	Y&H Encroachment Permit	Paid by Check #36234		04/21/2022	05/06/2022	05/06/2022		05/06/2022	3,947.00
475842	Y&H General Eng Services	Paid by Check #36234		04/21/2022	05/06/2022	05/06/2022		05/06/2022	7,723.25
			Vendor **1067 - Yamabe & Horn Engineering Inc.** Totals			Invoices	12		$107,892.49
Vendor **1313 - Yepez Plumbing**									
7640	FIX WATER PRESSURE TO SINK IN CELL 1 & 2, PD	Paid by Check #36235		04/21/2022	05/06/2022	05/06/2022		05/06/2022	120.00
			Vendor **1313 - Yepez Plumbing** Totals			Invoices	1		$120.00
Vendor **209 - Zweigle Septic Service**									
37169	Fy 21/22-Parks-Portable toilet rental for Ent Plaza for 4/2022	Paid by Check #36236		04/30/2022	05/06/2022	05/06/2022	05/02/2022	05/06/2022	420.00
			Vendor **209 - Zweigle Septic Service** Totals			Invoices	1		$420.00
			Grand Totals			Invoices	96		$284,061.36

City Council Staff Report

Department: PUBLIC WORKS | May 10, 2022

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: George Avila, Business Manager

Subject: Resolution No. 2022-27, Resolution No. 2022-28, Approving Updated Guidelines for Housing Rehabilitation Program, Increasing Sewer Lateral Program Budget, and Closing out 20-CDBG-CV1-00014 (IH)

RECOMMENDATION

Council hold a public hearing, take public comment and by one motion take the following actions:

1. Adopt Resolution Number 2022-27, approving the proposed changes to the City of Dinuba's Housing Rehabilitation Program guidelines;

2. Adopt Resolution Number 2022-28, approving a budget increase up to a maximum of $500,000 for the City's sewer lateral program;

3. Receive information and accept the close-out report for the 20-CDBG-CV1-00014, Business Assistance grant.

EXECUTIVE SUMMARY

Staff is requesting that the Housing Rehabilitation Program guidelines be updated to be consistent with the latest Housing and Urban Development requirements and that the program be expanded to include owner-investors who wish to make improvements to rental units occupied by income-eligible renters. Staff is proposing to increase the budget for the Sewer Lateral Program from $200,000 to $500,000 due to increased cost for the installation of sewer laterals. Lastly, staff is requesting close-out of the Business Assistance Grant Program.

OUTSTANDING ISSUES

None.

DISCUSSION

Single-Family Housing Rehabilitation Assistance Program Guidelines

The City's Housing Rehabilitation Program is designed to provide assistance to eligible homeowners to finance the cost of necessary repairs that will provide the homeowner with a healthy, safe, sanitary and code compliant home. The Program provides the assistance in the form of a deferred payment loan. This Program is implemented in compliance with City Council approved guidelines. These guidelines are primarily established by Federal and State regulations with some discretion exercised by the awarded jurisdiction.

To ensure that the adopted guidelines stay current, updates are presented to the City Council periodically. The last update was presented to the Council on January 14, 2020. The modifications to the City's Homebuyer Program are considered ministerial and are necessary to comply with federal and state regulations; those changes are attached herein as 'Attachment A'. The proposed changes to the City's Housing Rehabilitation Program guidelines include some

discretionary modifications and are attached herein as 'Attachment B'. Below are some highlights of the proposed changes:

- The addition of owner-investor (landlord) participation in the Program. Landlords can apply for housing rehabilitation funds as long as the tenant living on their property is income eligible.
- If qualified, landlords can receive an amortized loan for the cost of the improvements.
  - Landlords would have to sign a "Rent Limitation Agreement" that would limit what they can charge tenants for rent. This ensures that the benefit from the federal funds goes to low-to-moderate income families.
  - Landlord would be required to maintain their property in post-rehabilitation condition for a minimum of five years.
- In order to improve the housing stock of Dinuba's neighborhoods; the addition of grants up to $20,000 for exterior facade improvements including the following:
  - New paint and repair of deteriorated services
  - New windows
  - New roofs
  - Garage door repair/replacement
  - Fence repairs
  - Installation of drought tolerant landscaping

Attached to this staff report is Resolution Number 2022-27 (Attachment 'C'), that formalizes the City Council's approval of the proposed updates to the City's Housing Rehabilitation Program guidelines.

Increased Budget for the Sewer Later Program up to $500,000

On March 9, 2021 the City Council held a public hearing and directed that the City request authorization from the State to use $200,000 in Community Development Block Grant (CDBG) program income to create a new Sewer Lateral Program. This Program would provide grant funding for residents to connect to an available sewer main. With the completion of the North Dinuba Infrastructure Improvements Project, many of these connections would take place on Griggs Avenue.

At the time of the original request, it was estimated that each connection would cost about $10,000. However, after receiving preliminary estimates, it appears the cost is closer to $20,000 per connection. With approximately 23 possible connections on Griggs Avenue the existing $200,000 budget is not sufficient. Resolution Number 2022-28, attached herein as 'Attachment D', will increase the budget for the City's Sewer Lateral Program to a maximum not to exceed $500,000. The source of the additional funding is also (CDBG) program income; no local funds would be used.

20-CDBG-CV1-00014 Close-Out Report

The City was awarded $124,317 in CDBG-CV funding in April 2021 in response to the Covid-19 pandemic to aid local businesses sustain or increase employment as post pandemic recovery. Permission to incur cost and begin accepting applications was received on June 18, 2021. The program provided forgivable loans to businesses that had been in operation since January 2019, had less than 15 full-time equivalent employees, possessed a physical storefront in Dinuba's city limits, were not suspended, debarred, or proposed for debarment, were not delinquent on State and/or Federal licensing and filings, had a current business Dinuba license, and experienced at least a 25% reduction in revenue since March 1, 2020. National chains and or franchises were not eligible.

Applications were received from a total of five local business, two loans were denied. Three Loans were provided at $35,000. The three businesses receiving assistance were:

Sole proprietors	2
Limited Liability Company (LLC)	1
Veteran-owned business	0
Minority-owned business	2
Woman-owned business	0

All business owners were required to sustain an existing or create a new position filled by a low-income wage earner for a minimum of three months before their loan was forgiven.

The final budget report for the 20-CDBG-CV-00014 is as follows:

	Budget	Total Expenses	Disencumbered Funds
Total Administration	$ 20,129	$18,066	$2,153
Total Implementation & Loans	$104,188	$104,188	$ 0
Total Award	$124,317	$122,254	$2,153

The grant expired on May 6, 2022, upon approval the City will submit the final closeout documents and disencumber the remaining funds for $2,153.

FISCAL IMPACT

Funding for the Housing Rehabilitation Program, Sewer Later Program, and Business Assistance Program is provided by the Community Development Block Grant Program.

PUBLIC HEARING

A public hearing announcement was published in the April 28, 2022 issue of the Mid-Valley Times.

ATTACHMENTS:

Description

A. First-Time Homebuyer Assistance Program
B. Single-Family Housing Rehabilitation Assistance Program Guidelines
C. Resolution Number 2022-27
D. Resolution Number 2022-28

~~Name of State Recipient~~City of Dinuba

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~~City of Dinuba

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

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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~~Self-Help Enterprises, (the "Program Operator").

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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. When applicants are placed on the list, they are sent a Program Brochure and Instructions to Homebuyer (Attachment G) and directed to the Program Operator's HUD- and CalHome-approved Homebuyer Counseling and Education Program. Each applicant must participate in the Homebuyer Counseling and Education Program and receive a certificate of completion to be eligible for the Sponsor's Homebuyer Program.

B. Each 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.

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 include:

- 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.

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Acceptable forms of housing counseling include in-person, phone, and/or internet, as long as the client and counselor can 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

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

C. Once the applicant's name comes to the top of the waiting list, a phone interview is conducted to gather sufficient information concerning household size and composition, income, employment, and credit history to establish preliminary eligibility for Program participation. The potential homebuyer is advised to interview and compare lenders to start the pre-qualification process for a primary loan. Potential homebuyers are advised that funds will be available on a first-come, first-served basis upon receipt of a complete application package and pre-qualification letter from the applicant's primary lender.

D. The Program Operator will provide an income and asset form, submission, and lender cover letter to the potential homebuyer's primary lender for completion. In addition to these documents, the primary lender must submit a complete application package and pre-qualification letter to the Program Operator on behalf of the applicant. Complete 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 information is included. Incomplete applications are returned to the primary lender and will not be date/time stamped until complete.

E. Upon eligibility confirmation, the Program Operator will send both the potential homebuyer and primary lender the following documents: pre-qualification letter Program Brochure, Attachment (G) Instructions to Homebuyer, List of Participating Lenders, Attachment (E) Seller's 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.

F. 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.

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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	233	$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	50
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	**143,000**
Less down payment of 1%	2,800
Equals **"GAP"**	**$ 134,200**
Plus estimated allowable settlement charges	8,400
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 35% of the gross monthly household income. The Program Operator will determine the

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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 that 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, provided by a HUD-certified housing counselor who works for an organization certified by HUD to perform housing counseling. A list of such counseling entities can be accessed here: https://apps.hud.gov/offices/hsg/sfh/hcc/hcs.cfm?searchstate=CA&filterLng=&filterSvc=&filterMultiState=&searchName=&searchCity=&searchZip=&searchService=PPC&searchLang=&searchAffiliation=&webListAction=Search.

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See Section 1.2.B. 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, and for CalHome-funded programs, the applicable Conflict of Interest requirements of Public Contract Code sections 10410, 10411, and 10430 (e) shall be followed.. 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. For CalHome, unborn children are not counted.

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.

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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. For CalHome, 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~~Dinuba."

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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.

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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 Sponsor 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).

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.

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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) **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.

4) **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).
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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 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, 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. **Section104(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 at https://www.car.org/en/marketdata/data/countysalesactivity

Field Code Changed

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"), which is limited by the maximum debt-to-income ratio identified herein.

5.1 QUALIFYING RATIOS

The front-end (housing) debt-to-income ratio shall be between 25% and 35% 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, mortgage insurance, and HOA dues, if any.

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The back-end (total) debt-to-income ratio shall be between 28% and 42% 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.

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Note: Qualifying ratio guidelines can be somewhat flexible depending on the loan-to-value ratios. The higher the LTV, the more conservative the ratios should be. A qualifying ratio higher than the guidelines may be acceptable if there are compensating factors. Some examples of compensating factors are: 1) the prospective homebuyer has successfully demonstrated that over a minimum 12-month period the ability to pay housing costs equal to or greater than the proposed monthly housing costs for the home to be purchased; 2) the prospective homebuyer is a limited user of credit and they show a history of being able to save money; 3) there will be no more than a 5% increase in the prospective homebuyer's housing expense. These exceptions will be approved by the Sponsor's loan committee and documented for the file.

5.2 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.

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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.

5.3 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.

5.4 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

6.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

For HOME, the amount of Program assistance to a homebuyer toward purchase of a home shall not exceed the maximum HOME 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.

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For CalHome, the amount of Program assistance to a homebuyer toward purchase of a home shall not exceed 40% of the purchase price not to exceed $100,000. CDBG has no limit.

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6.2 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.

6.3 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.

6.4 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).

For HOME and CDBG, the Program loan's term shall be for as long as the primary loan, plus 15 years. For CalHome, the Program loan's term shall be for 30 years. The interest rate shall be 0% simple interest.

Note – If it is determined by the Sponsor that repayment of a CalHome Program loan at the maturity date causes a hardship to the homeowner, the Sponsor may opt the following:

1. Amend the note and deed of trust to defer repayment of the amount due at maturity, that is balance of the original principal plus the accrued interest, for up to an additional 30 years (at 0% additional interest). This may be offered one time, or;

2. Convert the debt at loan maturity; that is the balance of the original principal plus any accrued interest, to an amortized loan, repayable in 15 years at 0% additional interest.

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.

6.5 COMBINED LOAN-TO-VALUE RATIO

For CalHome, 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, non-recurring closing costs.

For HOME and CDBG, 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~~City of Dinuba
~~Address~~405 E. El Monte Way
~~City, State, Zip~~Dinuba, CA 93618

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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. For CalHome, loans are not assumable. The following transfers of interest shall not require the repayment of the CalHome Program loan:

1) transfer to a surviving joint tenant by devise, descent, or operation of law on the death of a joint tenant;
2) a transfer, in which the transferee is a person who occupies or will occupy the property, which is:

a. a transfer where the spouse becomes an owner of the property;
b. 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
c. a transfer into an inter vivos trust in which the borrower is and remains the beneficiary and occupant of the property.

B. For HOME and CDBG, 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.

C. 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.

D. 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 the subsidy requirement determined.

D. Disclosure of Program and Loan Information to Homebuyers

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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.

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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]

Field Code Changed

(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 A-1

Title 25 Section 6914 Gross Income Inclusions – For CalHome activities

"Gross income" shall mean the anticipated income of a person or family for the twelve-month period following the date of determination of income.

"Income" shall consist of the following:

(a) Except as provided in subdivision (b), "Exclusions", all payments from all sources received by the family head (even if temporarily absent) and each additional member of the family household who is not a minor shall be included in the annual income of a family. Income shall include, but not be limited to:

(1) The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses;

(2) The net income from operation of a business or profession or from rental or real or personal property (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business);

(3) Interest and dividends;

(4) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts;

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay;

(6) Public Assistance. If the public assistance payment includes any amount specifically designated for shelter and utilities which is subject to adjustment by the public assistance agency in accordance with the actual cost of shelter and utilities, the amount of public 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 and utilities, plus

(B) The maximum amount which the public assistance agency could in fact allow for the family for shelter and utilities,

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

All regular pay, special pay and allowances of a member of the Armed Forces (whether or not o is head of the family or spouse.

Title 25 Section 6914 Gross Income Exclusions

(b) The following items shall not be considered as income:

(1) Casual, sporadic or irregular gift items;

(2) Amounts which are specifically for or in reimbursement of the cost of medical expenses;

(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;

(4) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment. Any amounts of such scholarships, or payments to veterans not used for the above purposes of which are available for subsistence are to be included in income;

(5) The special pay to a serviceman head of a family away from home and exposed to hostile fire;

(6) Relocation payments made pursuant to federal, state, or local relocation law;

(7) Foster child care payments;

(8) The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is an excess of the amount actually charged the eligible household;

(9) Payments received pursuant to participation of the following volunteer programs under the ACTION Agency:

(A) National Volunteer Antipoverty Programs which include VISTA, Service Learning Programs and Special Volunteer Programs.

(B) National Older American Volunteer Program for persons aged 60 and over which include Retired Senior Volunteer Programs, Foster Grandparent Program, older American Community Services Program, and National Volunteer Program to Assist Small Business Experience, Service Corps of Retired Executive (SCORE) and Active Corps of Executives (ACE).

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~~ TULARE COUNTY
(Limits became effective 6/1/2021)

EXISTING CONSTRUCTION	NEW CONSTRUCTION (less than 12 months old)
$~~XXX,XXX~~243,000	$~~XXX,XXX~~304,000

[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]

For CalHome the 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 which can be found at the following link https://www.car.org/en/marketdata/data/countysalesactivity

CALHOME MAXIMUM SUBSIDY LIMIT

Maximum assistance is identified in the most current NOFA. The Current CalHome Program loan maximum for Homebuyer Assistance is 40% of the purchase price not to exceed $100,000

HOME PROGRAM SUBSIDY LIMITS PER UNIT FOR ~~XXX~~ TULARE COUNTY
(Limits became effective 9/9/2021)

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

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

	Number of Persons in Household							
	1	**2**	**3**	**4**	**5**	**6**	**7**	**8**
80% of AMI	$39,050	$44,600	$50,200	$55,750	$60,250	$64,700	$69,150	$73,600

HCD 2021 INCOME LIMITS FOR CALHOME

ADJUSTED FOR FAMILY SIZE FOR TULARE COUNTY

Income								
	1	2	3	4	5	6	7	8
80%	$39,150	$44,750	$50,350	$55,900	$60,400	$64,850	$69,350	$73,800

*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")

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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.

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ATTACHMENT D

LOAN SERVICING POLICIES AND PROCEDURES FOR ~~NAME OF STATE RECIPIENT~~CITY OF DINUBA

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The ~~Name of State Recipient~~City of Dinuba, 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.

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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. 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, except for HOME-funded loans, 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.

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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).

To prevent these issues, the Lender requires the Borrower to have impound accounts set up with their first mortgagee, wherein they pay their property taxes and homeowner's 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, loan terms 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 between January 1 and 15 of each year for the term of the loan~~]~~.

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Occupancy will be verified, reviewed and certified by the submission of the following:

A. Proof of occupancy in the form of a copy of a current utility bill; and
B. Statement of unit's continued use as primary residence of the owner.
C. Declaration that other title holders do not reside on the premises;
D. Verification that Property Taxes are current; and
E. Verification of current required insurance policies.

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). Note – CalHome loans are not assumable.

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. Note – CalHome loans are not assumable.

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 Lender. The Lender 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 Lender.

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.

8. 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.

9. Process Demands and Payoffs:

Requests for demands and payoffs will be processed within the timeframe allowed by law. Sponsor or its designated Loan Servicing Agent is proficient in performing the related calculations. Reconveyance and lien releases would be prepared for processing by a qualified Title Company.

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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:

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☐ 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~~CITY OF DINUBA

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INSTRUCTIONS TO HOMEBUYER

1. Persons interested in purchasing a home should contact the Program Operator's Homebuyer Counseling and Education (HCE) Department at 559-802-~~1672~~ 1600 to enroll in education classes, and if needed or required by the Program, also enroll in an individual counseling session. Upon completion of eight (8) hours of homebuyer education, the HCE Department will issue certificates of completion to the participants.

2. Participant should contact the Program Operator's First-Time Homebuyer Loan Processor at 559-802-1649 to verify funding availability. The participant's name is added to Sponsor's interest list if there is no funding available, or will be moved directly into the workload.

3. Participant will select a Mortgage Company (primary lender) of his or her choice to determine financing eligibility. Upon successful prequalification with a primary lender, primary lender will submit a complete loan application package to Program Operator for review. This package must be submitted along with a completed Submission Form and Lender Cover Letter, provided by the Program Operator via the Program Operator's website. Items to be included are proof of income, credit history, and household size.

4. During the financing and Program eligibility review by Program Operator, household size, income, and Sponsor loan amount are determined. Prior to issuance of the prequalification letter to the family, the following must occur:

    a. Application package must be reviewed and signed by Program Operator
    b. Application package must be reviewed and signed by Sponsor

    Upon completion by all parties, Program Operator will issue a prequalification letter to the participant and primary lender on behalf of the Sponsor. Program Operator will contact or meet with qualified applicant to provide information relative to Program requirements and the lending process. In addition, Program Operator will issue a condition list to both parties requesting additional income and asset documentation, including verification of employment and all income sources.

5. Participant works with Licensed Real Estate broker to find a property. Properties are subject to the following requirements:
    a. Properties must meet the modest housing standards
    b. Properties must be located within the Sponsor's eligible area (Program Operator will verify)
    c. Properties must meet maximum sales price limits, as applicable
    d. Properties must be owner-occupied or vacant for at least three (3) months

    Upon approval of the individual properties by the Sponsor, applicant will submit an offer and, once accepted, forward copies to Program Operator for review.

6. Applicant will work with primary lender to provide Program Operator all terms on the conditions list. The items include, but are not limited to:
   a. Income documentation (paystubs, tax returns, child support, etc.)
   b. Income documentation (paystubs, tax returns, child support, etc.)
   c. Asset documents (bank statements, 401K, etc.)
   d. Property information (appraisal with photos, preliminary title report, termite report and clearance, etc.)
   e. Real Estate Sales Contract (contingent upon receiving Program loan approval)
   f. Residential loan application and credit report, paystubs, tax returns and W-2's, and all verifications of employment and rent
   g. Disclosure statement

7. Program Operator, upon receipt of appraisal, will order a home inspection to be completed by the Program Operator, a certified housing inspector, or a Sponsor representative. Home inspections will document health & safety and code compliance as well as conduct Lead-Based Paint Inspections. Seller must correct all deficiencies prior to the close of escrow.

8. Upon receipt of all conditions, Program Operator will prepare participant file for final loan approval with Sponsor. The primary lender should request the date of loan approval one week prior to the date of anticipated loan signing. At loan approval, Program Operator will present the application to Sponsor for review. Following loan approval, Program Operator will give loan documents to Sponsor for signatures. Loan documents are then forwarded to escrow company to coordinate loan signing.

9. Signed documents are returned to Program Operator for review. Upon review and confirmation of all conditions of final funding, Program Operator will wire funds to escrow.

10. Once loan is funded and recorded, escrow company provides a copy of all documents to Program Operator. Program Operator then 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 ☐
Select one:	Visual Assessment ☐	Presumption ☐	Hazard Reduction ☐

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 ☐	
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 ☐ and/or Lead-based paint ***hazards*** are presumed to be present ☐
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 ☐ No ☐	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 lead-based paint remaining in the rooms, spaces or areas where activities were conducted.	
Attachment E: Attach clearance report(s), using DHS form 8552 (and 8551 for abatement activities)	

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

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

ATTACHMENT 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

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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~~City of Dinuba. 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~~Self-Help Enterprises, hereinafter referred to as "~~XXX~~PROGRAM OPERATOR." ~~XXX~~PROGRAM OPERATOR shall then make payment to the Contractor. ~~XXX~~PROGRAM OPERATOR may, at its option, inspect the work to ensure that it has been satisfactorily completed in accordance with the Contract requirements. Should ~~XXX~~PROGRAM OPERATOR determine that work has not been performed in accordance with the Contract, ~~XXX~~PROGRAM OPERATOR may, in its sole discretion, withhold or reduce payment in accordance with the terms of the agreement between Owner and ~~XXX~~PROGRAM OPERATOR.

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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~~PROGRAM OPERATOR: Work to be performed under this Contract is financed by funds from the ~~Name of State Recipient~~City of Dinuba and administered by ~~XXX~~PROGRAM OPERATOR. Owner is solely responsible for monitoring all work performed under this Contract and enforcing the terms of this Contract. ~~XXX~~PROGRAM OPERATOR 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~~PROGRAM OPERATOR 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~~PROGRAM OPERATOR's inspections are not for the purpose of assuring Contractor's compliance with applicable building codes. ~~XXX~~PROGRAM OPERATOR 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~~PROGRAM OPERATOR 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.

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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,

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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~~PROGRAM OPERATOR. 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~~PROGRAM OPERATOR, 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~~PROGRAM OPERATOR, 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~~PROGRAM OPERATOR 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 project, including all incidental or consequential damages resulting to ~~XXX~~PROGRAM OPERATOR 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~~PROGRAM OPERATOR'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~~PROGRAM OPERATOR or their agents or employees. Contractor, however, shall not be obligated under this Agreement to indemnify Owner or ~~XXX~~PROGRAM OPERATOR for Claims arising from the sole negligence or willful misconduct of Owner or ~~XXX~~PROGRAM OPERATOR or their agents, employees or independent contractors who are directly responsible to Owner or ~~XXX~~PROGRAM OPERATOR, or for defects in design furnished by such persons.
    (h) Contractor shall:

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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~~PROGRAM OPERATOR 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~~PROGRAM OPERATOR or Owner or their agents or employees, or by any of them, arising out of any such Claim; and/or

iii. Reimburse ~~XXX~~PROGRAM OPERATOR 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~~PROGRAM OPERATOR.

(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~~PROGRAM OPERATOR. 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

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(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 ~~XXX~~PROGRAM OPERATOR to issue joint checks as part of any disbursement otherwise payable to Contractor whenever ~~XXX~~PROGRAM OPERATOR, 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).

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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~~CITY OF DINUBA OR ~~PROGRAM OPERATOR~~SELF-HELP ENTERPRISES

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~~ Self-Help Enterprises 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~~SELF-HELP ENTERPRISES

DATE ☐ Mail ☐ Pick-up

NOTES:

_____

_____

_____

Distribution: **WHITE**: ~~(Name of Program Operator~~Self-Help Enterprises **YELLOW**: Owner **PINK**: Contractor **GOLDENROD**: Supervisor

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~~NAME OF STATE RECIPIENT~~CITY OF DINUBA

SINGLE-FAMILY HOUSING REHABILITATION ASSISTANCE PROGRAMS

(HOME, CDBG, CalHome)

PROGRAM DESIGN AND PROCESS

HCD Version 2/2022

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

~~NAME OF STATE RECIPIENT~~CITY OF DINUBA
HOUSING REHABILITATION
PROGRAM GUIDELINES

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~~NAME OF STATE RECIPIENT~~CITY OF DINUBA
HOUSING REHABILITATION
PROGRAM GUIDELINES

Adopted date

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 housing rehabilitation programs. The rehabilitation program described herein and hereinafter referred to as the "Program" is designed to provide assistance to eligible homeowners for correction of health and safety items, as well as code violations, located within the Program's eligible area, as described in Section 3.0. The Program provides this assistance in the form of deferred payment loans used to finance the cost of necessary repairs that will provide the homeowner with a healthy, safe, sanitary and code compliant home, referred to herein as "housing unit". The Program will be administered by ~~name of subrecipient or admin sub~~Self-Help Enterprises, hereinafter referred to as 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. A Fair Housing Marketing Plan can be found as Attachment D. 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 homeownership education classes to help educate homeowners about credit, budgeting, predatory lending, foreclosure prevention and home maintenance, as well as future responsibilities.

B. 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. Waiting List/Homeowner Contact

The Sponsor will utilize a waiting list. In response to a homeowner's request, the homeowner is placed on the waiting list. Homeowners are offered the opportunity to qualify for assistance by waiting list priority (a first-come, first served basis).

The Program Operator will contact homeowners by mail and/or by telephone to advise of funding availability. The homeowner has 30 days to complete and return the loan application and supporting documentation. Should a homeowner fail to respond to the initial contact for assistance or to provide any of the required documentation within the 30-day period, the homeowner's name will be removed from the waiting list. If the homeowner desires assistance at a later time, he/she will be placed on the waiting list at that time.

Should the waiting list be exhausted, the Program will be marketed in accordance with the Sponsor's Marketing Plan. **See Attachment D.**

B. Application/Interview

An application packet is provided to the homeowner for completion and submittal to the Program Operator, along with supporting documentation. An interview is scheduled with the applicant. The Program is fully explained; application forms and documentation are reviewed. Verifications are obtained for income, assets, employment, benefits, and mortgage. Title report and appraisals are also obtained.

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. Household Selection

Households selected for participation in the Sponsor's Housing Rehabilitation Program are those determined eligible upon completion of processes described in A. and B. above.

D. Initial Inspection/Work Write-Up/Estimate

Prospective units are inspected by the Program Operator, a certified housing inspector, or a Sponsor representative to determine eligibility and acceptability of properties for participation in the Program.

If the home is a pre-1978 unit, the initial inspection will also include paint testing by a certified Lead-Based Paint (LBP) inspector/assessor or presumption of LBP. Code deficiencies will be corrected and if presumption is used or lead hazards are found they will be properly treated according to HUD regulations (Section 6.1.E & F) and cleared by a certified LBP inspector/assessor. **Note: CalHome-funded projects do not require LBP compliance. CDBG projects shall refer to Chapter 20, Lead-Based Paint Requirements for guidance in the CDBG Grant Management Manual.**

Measurements and observations are noted about the property, including special conditions with potential cost consequences (dilapidated outbuildings, absence of curb and gutter when required by code, etc.). A floor plan and site plan, as needed, are drawn for the home and property, including all appurtenances.

Findings are noted on an inspection form, and later used by the Program Operator to prepare the work write-up. Estimated costs are determined by the Program Operator who has years of experience in the building industry, and in reviewing contractor bids and verifying cost with materials suppliers. The homeowner reviews the completed work write-up and cost estimate, and the approved write-up is incorporated into bid documents.

E. Bid Solicitation

A bid walk-through date and time are scheduled. The homeowner may choose to solicit his/her own bids or request that the Program Operator solicit bids on his/her behalf. Invitations to bid are mailed to all eligible contractors selected by the homeowner from the Active Contractor List provided by the Program Operator in efforts to obtain three reasonable bids. Homeowners are required to select a minimum of six contractors from the Active Contractor List and may add to the list as long as the contractor meets the requirements outlined in the Housing Rehabilitation/Reconstruction Program Contractor Guidelines and Information Sheet (see Attachment K). Contractors will be notified via telephone and/or in writing (email, fax, etc.) at least one week prior to each bid tour. Bid results will be provided to participating contractors.

Contractors must be licensed and bonded by the State of California Contractors Licensing Board. Contractors must also provide Program Operator with evidence of Workers' Compensation Insurance and Comprehensive General Liability and Property Damage Insurance with Combined Single Limits of at least $1,000,000.

Recruitment for eligible contractors is done on an ongoing basis, via local advertising, website notification, and program marketing. It is the goal of the Program Operator to maintain an Active Contractor List of eligible, interested contractors located in the Sponsor's County. Applications are available for those seeking to participate by calling the Program Operator or visiting the Program Operator's website. The Program Operator will send notices to contractors on the Active Contractor List annually, which will request each contractor contact the Program Operator to confirm his or her interest in remaining on the Active

Contractor List. Contractors who do not respond will be moved to the Inactive Contractor List.

Cost reasonableness is determined by comparing the bids received with the cost estimate prepared by the Program Operator. Bids should be within 10% of the Program Operator's cost estimate, otherwise an explanation must be provided to the file for any bid selected exceeding 10% of the estimate. The homeowner is encouraged to accept the lowest reasonable bid.

The Program Operator determines eligibility of the contractor by contacting the State Contractors License Board and checking the Federal List of Debarred Contractors. The contractor is also required to provide a self-certification stating that he/she is not on the Federal debarred list. Once determined eligible, the contractor is then notified of provisional award of bid (pending loan approval). Notices of non-award are mailed to participating contractors.

F. Loan Request/Approval

A report and loan request are prepared on behalf of the homeowner by the Program Operator. The loan request includes the cost of construction, a contingency fund, and other project costs (listed in Section 6.3.). Note: For HOME and CDBG, the project costs listed in Section 6.3 are considered activity delivery costs to be paid by the Sponsor and may not be charged to the homeowner's loan. A Loan Review Committee meeting is scheduled to hear the loan request. Section 1.3 provides additional information on the loan approval process. Once approved, loan documents are executed and the loan is funded.

G. Pre-Construction Conference

A pre-construction conference is scheduled with homeowner, contractor, and Program Operator. The Program Operator reviews the Owner-Contractor Construction Contract, including the work write-up, start date, pay schedule, and date of completion, with the homeowner and contractor. The construction contract and Notice to Proceed are executed.

H. Start-Up/Field Inspections

The Program Operator monitors date of start-up and performs field inspections on a regular basis. The Program Operator will visit the job site regularly in order to check the scope of work, inspect materials, and to confirm the job is on schedule and within budget. The Program Operator works with the Sponsor's Building Inspector to ensure the work meets building codes, while not exceeding funding limits.

The Program Operator reviews the work status with the homeowner and with the contractor in order to remedy any developing problems quickly and to ensure that both are satisfied with the construction process. At the completion of each phase,

the Program Operator inspects the work and the homeowner authorizes contractor payments.

The Program Operator will refer back to original plans and specifications to verify the work was completed as contracted.

I. Change Orders

Written change orders are required when the homeowner requests any changes in the write-up, such as eliminating an item completely, eliminating one item and substituting another, or adding items. The change order will state the change and dollar value for the change. The change order must be signed by both the contractor and the homeowner, and submitted to the Program Operator for approval. If the change order exceeds the approved financing, the homeowner will be asked to provide additional funds or a report and request for additional funds may be presented to the Sponsor's Loan Review Committee for approval prior to Program Operator signing-off on the change order.

J. Progress Payments

Ninety percent (90%) of the contract amount is distributed to the contractor in the form of progress payments during construction. The final ten-percent (10%) of the contract amount is set aside as a retention payment. The contractor requests a progress payment from the homeowner and notifies the Program Operator that he/she has done so. Upon favorable inspection by the homeowner, Program Operator, and Sponsor or Sponsor's Building Inspector, the payment authorization is signed by the homeowner and submitted for payment.

K. Final Inspections/Notice of Completion/Final Payment

When the project is completed, the Program Operator inspects the work item by item with the homeowner, the contractor, and/or the Sponsor. The Sponsor's Building Inspector performs a final inspection. Any corrections or deficiencies are noted and corrected by the contractor. Upon favorable final inspections, a Notice of Completion is prepared, signed by the homeowner, and then recorded. The final ten-percent (10%) retention payment is released 35 days after the recording of the Notice of Completion.

1.3. LOAN PROCESS

The Sponsor's Loan Review Committee must approve all loans and grants. The Loan Review Committee may approve assistance with CDBG financing exceeding 100 percent of after-rehabilitation value as needed in cases where no other financial resources are available to cover the cost of the repairs and where clear and convincing documentation exists, justifying why the exception is needed.

However, if the project is CalHome-funded, the total financing cannot be more than 105 percent of the after- rehabilitation value. For HOME-funded loans, the total financing

cannot be more than 100 percent of the after-rehabilitation value, unless per HOME Management Memorandum 13-01 at http://www.hcd.ca.gov/grants-funding/active-funding/home.shtml#memos the entire HOME assistance amount is granted rather than loaned, due to a lack of any equity after rehabilitation, based on existing loans on the property and an after-rehabilitation value appraisal. In addition, the amount of HOME assistance, including Sponsor's claimed Activity Delivery Costs, cannot exceed the Sponsor's County HOME Per-Unit Subsidy Limits at http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml, and the after-rehabilitation value cannot exceed the HOME Homeownership Value Limits. **See Attachment C for current limits.**

In order to obtain financing, applicants must meet all property and eligibility guidelines in effect at the time the application is considered. Homeowners will be provided written notification of approval or denial. Any reason for denial will be provided to the applicant in writing.

1.4. 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. For CalHome-funded Programs, the applicable Conflict of Interest requirements of Public Contract Code sections 10410, 10411, and 10430 (e) shall be followed.

For HOME assistance, Section 92.356 of the HOME Final Rule shall be followed, 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 job. 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 job. 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.

2.0. APPLICANT QUALIFICATIONS

2.1. INCOME LIMITS

All homeowners 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 each year. **See Attachment C**.

The link to the official HCD-maintained income limits for HOME- and CDBG-funded activities is: http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml (for HOME and CDBG, choose "State CDBG, HOME and NHTF – Income, Value and Rent Limits"; for CalHome-funded activities choose "Official State Income Limits").

Household: means one or more persons who will occupy a housing unit. Unborn children count in family size determination. For CalHome, unborn children are not counted.

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.

2.1.1 OWNER-OCCUPIED REQUIREMENTS

Owner-Occupant - to be eligible, household income must be equal to or less than the applicable HCD income limits. Owner will be required to provide income documentation. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. **See Attachment A for HOME and CDBG. See Attachment A-1 for CalHome.** Refer to Asset Inclusions and Exclusions for further guidance to the types of assets to be included or excluded when calculating gross annual income. **See Attachment B.**

Owner-occupants housing and/or debt ratios are not considered, nor is a credit report required, as the funding provided creates no additional monthly financial obligation. If an owner-occupant has a mortgage, it is verified that all payments are current and that no late payments have been received in the past twelve months.

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 for HOME and CDBG, 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. 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 of 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.

Housing and/or debt ratios are not considered as the funding provided creates no additional monthly financial obligation. If a homeowner has a mortgage, creditworthiness is verified by ensuring that all payments are current and that no late payments have been received in the past twelve months.

1. OWNER OCCUPANT
   To be eligible, household income must be equal to, or less than, the applicable HCD income guidelines. Owner will be required to provide income documentation as detailed in the "Annual Household Income Definition/Income Limits" attached at the end of these Guidelines.

2. OWNER-INVESTER REQUIREMENTS (**CDBG only**)
   There are no restrictions on the income of the owner investor. Owner-investors seeking assistance above the allowable grant limits setforth in Section 4.4 are eligible for amortized loans, unless the owner of the property also qualifies as low income (80% AMI or below) in which case the loan can be deferred.

3. TENANT (**CDBG only**)
   If a rental property is currently occupied, the tenant's household income must be equal to, or less than, the applicable HCD income guidelines. Tenant will be

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asked to cooperate by providing income documentation as detailed in the "Annual Household Income Definition/Income Limits" attached at the end of these Guidelines.

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See Attachment A: HOME and CDBG 24 CFR Part 5 Annual Income Inclusions and Exclusions and Attachment A-1: CalHome Title 25 Section 6914 Annual Income inclusions and Exclusions (State)

B. ASSETS:

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

The Sponsor's Housing Rehabilitation Program allows for owner-occupied properties to participate in the Program. Owner-occupied units must be the owner's principal place of residence. A photocopy of a recent utility bill will verify proof of occupancy. No unit to be rehabilitated will receive financial assistance if it is currently occupied by an over-income household or does not meet the eligibility standards outlined in these guidelines.

2.3.1 OWNER-OCCUPIED

A. Continued residency is monitored annually per Attachment F for the term of the loan. Occupancy will be verified by the submission of the following:

1. Proof of occupancy in the form of a copy of a current utility bill; and

2. Statement of unit's continued use as primary residence of the owner.

B. In the event that an homeowner sells, transfers title, or discontinues residence in the rehabilitated property for any reason, the loan becomes due and payable, unless the following conditions are met:

The homeowner who received the loan dies and the heir to the property meets income requirements and intends to occupy the home as his/her principal residence. Upon approval of the Sponsor, the heir may be permitted to assume the loan at the rate and terms the heir qualifies for under current participation guidelines. If the heir does not meet applicable eligibility requirements, the loan is due and payable. **Note: Loans provided by CalHome are not assumable.**

C. If a homeowner converts the property to a rental unit, or any commercial or non-residential use, the loan is due and payable, unless the loan was funded with CDBG and tenant and homeowner meet eligibility requirements as described in Section 2.3.2. below.

If the loan is funded with a CalHome Loan it is not transferable except under the following limited circumstances:

(a) The transfer of the Property to the surviving joint tenant by devise, descent or operation of the law, on the death of a joint tenant;
(b) A transfer of the Property where the spouse becomes an owner of the property;
(c) A transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the Property; or
(d) A transfer to an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

2.3.2 OWNER INVESTOR (CDBG only)

A. An owner investor may convert a rental property to their primary residence and refinance the loan at the rate and terms offered owner-occupants under current program guidelines if all conditions below exist:
(a) They can prove that the previous tenant was not evicted without cause.
(b) The owner-investor is income eligible.
(c) They request approval from the Lender in advance.

B. If an owner investor converts a rehabilitated rental property to their primary residence, but they are not income eligible, the loan is due and payable.

C. If an owner investor wants to convert the rehabilitated property to any commercial or nonresidential use, the loan is due and payable.

D. If an owner investor sells or transfers title of the rehabilitated property for any reason, the loan is due and payable.

3.0. PROPERTY ELIGIBILITY

3.1. CONDITIONS

A. No unit will be eligible if a household's income exceeds the prescribed income limits listed in Attachment C.

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B. Units to be rehabilitated must be located within the ~~CHOOSE ONE BY DELETING THE OTHER →~~ incorporated~~/unincorporated~~ areas of the Sponsor's jurisdiction.

C. Property must contain a legal residential structure intended for continued residential occupancy.

D. All repair work will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. For CDBG the priority will be the elimination of health and safety hazards. Sponsor may also require elimination of code deficiencies. When HOME funds are used for housing rehabilitation, the property must meet all applicable current codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. However, if certain components of the house are sound and were built to code prescribed at the time of installation, no repair or alteration will be made to those components. Section 8 Housing Quality Standards may be required on rentals by Sponsor when CDBG funds are used.

3.2. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Tenants will be informed of their eligibility for temporary relocation benefits if occupancy during rehabilitation constitutes a danger to health and safety of occupants or public danger or is otherwise undesirable because of the nature of the project. Relocated persons will receive increased housing costs, payment for moving and related expenses and appropriate advisory services, as detailed in the Sponsor's "Residential Anti-displacement and Relocation Assistance Plan" **(Attachment E).**

Owner-occupants are not eligible for temporary relocation benefits, unless health and safety threats are determined to exist by the Program Operator. In cases where relocation is determined to be necessary by the Sponsor/Program Operator, assistance may be provided for actual costs incurred from the applicant's loan proceeds or as a grant **(see Section 4.4. for allowable grants)**. HOME-funded projects will provide relocation assistance in the form of a grant, which shall be included in the maximum assistance amount.

Note: Relocation benefits are not a requirement under CalHome, but are acceptable and may be covered by loan proceeds.

~~3.4.~~3.3.NOTIFICATION AND DISCLOSURES - Not required by CalHome

A. Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as follows:

The Lead Hazard Information Pamphlet published by the EPA/HUD/Consumer Product Safety Commission will be given to all owners regardless of the cost of rehabilitation or paint test findings. If lead-based paint is found through testing or if presumed, a Notice of Lead Hazard Evaluation or Presumption will also be supplied. When Lead hazards are present, a Notice of Lead Hazard Reduction Activity and a Lead Hazard Evaluation Report will also be provided **(Attachment I)**.

B. Tenants located in properties that will receive housing rehabilitation will be provided a notice outlining their relocation rights and benefits **(Attachment E)**.

4.0. THE PROGRAM LOAN

4.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

An eligible homeowner may qualify for the full cost of rehabilitation/reconstruction work needed to comply with State and local codes and ordinances. Maximum assistance shall not exceed the Sponsor's County HOME Per-Unit Subsidy Limits at http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml.

See Attachment C for current limits.

For CDBG-funded programs, the maximum assistance for rehabilitation/reconstruction will not exceed $320,000.

Maximum assistance per unit is established by the most current CalHome NOFA. Current CalHome limits are $100,000 for housing rehabilitation, and $150,000 for reconstruction projects.

4.2. AFFORDABILITY PARAMETERS FOR HOMEOWNERS

A. Total indebtedness against property shall not exceed 100 percent of after-rehabilitation value as determined by "Estimates of value" or an appraisal, for CDBG or HOME projects. The exception for HOME loans is per HOME Management Memorandum 13-01 at http://www.hcd.ca.gov/grants-funding/active-funding/home.shtml#memos wherein the entire HOME assistance amount is granted rather than loaned, due to a lack of any after-rehabilitation equity based on existing loans on the property. An estimate of after-rehab value will be made prior to making a commitment of funds using the method outlined in Section 4.5. Note: This does not apply to CalHome projects.

B. HOME-funded units' after-rehabilitation values shall not exceed the HOME Program's Homeownership Value Limits for Sponsor's County as updated by HUD and published on the HCD Website at http://www.hcd.ca.gov/grants-funding/income-limits/state-

and-federal-income-limits.shtml. **See Attachment C for current limits, which may reflect temporary waivers not published on the HCD Website.**

For CalHome-funded Programs, the maximum after-rehab value of a home shall be set at 100% of the current median sales price of a single family home located in the county the CalHome Program is serving, which is established by comparable sales or information provided by the California Real Estate Association. https://www.car.org/en/marketdata/data/countysalesactivity

C. Total indebtedness against property shall not exceed 105 percent of the after-rehabilitation value as determined by an appraisal for CalHome projects. An estimate of After-Rehab Value will be made prior to making a commitment of funds using the method outlined in Section 4.5. Note: This does not apply to HOME or CDBG projects.

D. Costs may be supplemented with personal financing, or with other loan or grant programs, which are sources of leverage for the Sponsor.

E. Any bid within 10% of the Program Operator's estimate may be selected, otherwise an explanation must be provided to the file for a bid selected exceeding 10% of the estimate.

4.3. RATES AND TERMS

4.3.1. OWNER-OCCUPANTS

A. Homeowners are eligible for Deferred Payment Loans (DPL), at zero interest, evidenced by a Promissory Note and secured by a Deed of Trust, with no payback required for 30 years unless the borrower sells or transfers title or discontinues residence in the dwelling. Payments may be made voluntarily on a DPL. **Note: If it is determined by the Sponsor that repayment of a CalHome or CDBG Program loan at the maturity date causes a hardship to the homeowner, the Sponsor may opt the following**:

1. Amend the note and deed of trust to defer repayment of the amount due at maturity, that is balance of the original principal plus the accrued interest, for up to an additional 30 years (at 0% additional interest). This may be offered one time;

2. Convert the debt at loan maturity; that is the balance of the original principal plus any accrued interest, to an amortized loan, repayable in 15 years at 0% additional interest.

B. If the homeowner dies, and if the heir(s) to the property live(s) in the house and is/are income eligible, the heir(s) may be permitted, upon approval of the Sponsor, to assume the loan at the rate and terms the heir(s) qualifies for under current participation guidelines. **Note: CalHome loans are not assumable.**

C. If the homeowner dies and the heir(s) is/are not income eligible, the loan becomes all due and payable.

D. If a homeowner converts the rehabilitated property to any residential-rental, commercial or non-residential use, the loan becomes all due and payable, unless they meet requirements outlined in Section 2.3.2.

E. As specified in the Rehabilitation Loan Agreement, all applicants who participate in the Program must maintain the property at post-rehabilitation conditions for the term of the loan. Should the property not be maintained accordingly, the loan shall be considered in default and becomes all due and payable, and if necessary, foreclosure proceedings will be initiated. A method of inspection will be established by the Sponsor.

F. For CalHome, loans are not assumable. The following transfers of interest shall not require the repayment of the CalHome Program loan:

1) transfer to a surviving joint tenant by devise, descent, or operation of law on the death of a joint tenant;

2) a transfer in which the transferee is a person who occupies or will occupy the property, which is:

(i) a transfer where the spouse becomes an owner of the property;

(ii) 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

(iii) a transfer into an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

4.3.2 OWER INVESTOR (CDBG only)

A. The Lender offers a 0 percent simple interest amortized or deferred payment loan and/or grants. The standard loan term is 20 years. At the end of the period of deferral or if a disqualifying event occurs during the deferral period, the loan and accrued interest is due and payable in a balloon payment, unless the Lender approves an exception. Payback is required at the end of the 20-year deferral period or if the Borrower sells or transfers title to the rehabilitated property. Grants also provided at zero (0) interest with a term equal to the rent limitation agreement which must be a minimum of five years with a maximum of twenty years.

4.3.3 RESTRICTIONS (CDBG only)

A. Rent Limitation Agreement (RLA) - An owner investor who elects to rehabilitate a rental unit with CDBG financing must sign an RLA, which will be recorded. This agreement will specify:

1) In no instance shall rents exceed the U.S. Department of Housing and Urban Development (HUD) Fair Market Rent (FMR) schedule while the RLA is in effect.

2) Base Rent – Vacant Unit - If the property is vacant, rent charges shall not exceed 30 percent of 80 percent of County median income for the appropriate household size in that unit. Owner investor shall affirmatively seek income qualified households by contacting the local housing authority. Where such contact does not result in eligible income qualified tenants, the owner investor

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shall contact the Lender for guidance.

3) Base Rent – Occupied Unit - If the property is occupied, rent charges shall not exceed 30 percent of the existing tenants' household income; or, where, before rehabilitation, rents already exceed 30 percent of the existing tenants' income, no rent increases shall be allowed which provide for rents plus utilities over 30 percent of the tenants' income.
4) Term - Adherence to these rent limitations will be for the term of the loan/grant, with a minimum of 5 years, not to exceed 20 years.
5) Annual recertification of tenant's income and rents paid from both the owner-investor and tenant.
6) Compliance – Failure to comply with these terms and conditions will result in the loan becoming due and payable. If necessary, foreclosure proceedings will be instituted.

4.3.4 MAINTENANCE AGREEMENT (CDBG only)

A. As specified in the Rehabilitation Loan Agreement, an owner-investor who participates in the program must maintain the property at post-rehabilitation conditions for a minimum of five years. Should the property not be maintained accordingly, the loan will become due and payable, and if necessary, foreclosure proceedings will be instituted.

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4.4. GRANTS

A. CDBG-funded programs may provide grants as follows:

1. A grant of up to $~~50~~15,000 is available for any one of the following qualifying factors:

   a) Senior Citizen - at least 62 years old**;** or

   b) Handicapped – for only handicap modifications to a house with one or more physically handicapped occupants who would function more independently if such modifications were installed**;** or

   c) Lowest Targeted Income Group – with gross annual income less than 50 percent of County median income**;** or

   ~~d) Equity maintenance – if financing rehabilitation entirely with a loan would cause indebtedness to exceed 100% of after-rehabilitation value; or~~

   ~~e)~~d) Curb, gutter and sidewalk – when curb, gutter and/or sidewalk are required by City code; or

   ~~f)~~e) Building permit, school fees, appraisals, property report/title insurance, building permits, termite report, land survey, grading plans, recording fees and/or flood insurance; or

   ~~g)~~f) Emergencies – failure of a major household component that would require the participant to live without basic plumbing, electrical, heating, cooling, or security. (These funds are not for use during a normal rehabilitation, they are for true emergency situations, such as a failed sewer line or water heater, blown electrical panel, etc.)

2. Grants of up to $10,000 are available for Fire Sprinkler installation and associated costs – for reconstruction projects, as required by CCR, Title 24, Part 2.5 of the 2010 California Residential Code.

3. Grants are available for the repair, replacement, or abandonment of domestic water wells and/or associated costs (such as water pump lowering) based on invoices from contracted well drillers and/or water pump installers. The Program Operator must approve a total cost estimate from a contracted well driller and/or water pump installer prior to financing approval to ensure cost reasonableness.

~~4.~~ Grants of up to $7,500 are available for Asbestos containment and/or removal.

5. Equity maintenance up to $25,000 – if financing rehabilitation entirely with a loan would cause indebtedness to exceed 100% of after-rehabilitation value; or

6. Grants of up to $20,000 are available for exterior façade improvements such as paint, repair of deteriorated services, windows, roofing, garage door repair/replacement, fence repairs and installation of drought tolerant landscape.

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B. HOME and CDBG provide grants for all actual costs of lead-based paint evaluation and reduction activities.

C. HOME and CDBG provide grants for relocation assistance. See Relocation Assistance Plan, **Attachment E**.

1. Owner-Occupant – Limit of $~~3~~5,000.

2. Residential Tenant – Assistance will be provided at the level necessary to comply with the Uniform Relocation Act (URA) and Section 104(d) of the Housing and Community Development Act of 1974. **Note: HOME funds cannot be used for tenant-occupied units.**

D. HOME-funded projects include grants, if necessary, to cover the costs of financing in excess of available equity. Available equity will be determined by subtracting the current total indebtedness from the after-rehabilitation value. Grants provided may be up to 25 percent of the applicable HUD Per-Unit Subsidy Limits established pursuant to 24 CFR 92.250 (a). This grant amount is in addition to any grant funds provided pursuant to Section 4.4.B. and 4.4.C.

E. **Grants are not available in CalHome-funded programs**.

4.5. APPRAISAL

A. The After-Rehab Value for rehabilitation projects is determined using the "Estimates of value" method. The Sponsor or Program Operator determines estimates of value based on the sale prices of at least three (3) comparable properties, sold within the last six months (within one year of the assistance date, which is the date the promissory note is signed), and located within one mile of the subject property. The participants'

file will include the estimate of value and document the basis for the value estimates. The purpose of the "Estimates of value" is to determine that the After-Rehabilitation Value Limit of the housing unit will not exceed the permitted amount per HCD Program regulations **(See Attachment C)**. If three comparable properties cannot be found, or if there is any question regarding the After-Rehab Value, the ARV will be determined by a licensed appraiser, as described in Section 4.5.B. below.

B. A licensed appraiser determines the After-Rehab Value for rehabilitation projects, when the "Estimates of value" method cannot be used. For rehabilitation projects the appraiser determines the value of the unit with the rehabilitation building plans and specifications included. For HOME only, the cost of the appraisal will be paid by the Sponsor, not by the homeowner. The purpose of the appraisal is to determine that the after-rehabilitation value of the housing unit will not exceed the permitted amount per HCD Program regulations **(See Attachment C),** and that the combined loans will not exceed the maximum combined loan-to-value limit, as described in Section 4.2.A above.

C. The After-Rehab Value for reconstruction projects is determined by a licensed appraiser. The After-Rehab Value for reconstruction projects is determined by an appraisal completed off the building plans and specifications for the new home. For HOME only, the cost of the appraisal will be paid by the Sponsor, not by the homeowner. The purpose of the appraisal is to determine that the After-Rehabilitation Value Limit of the housing unit will not exceed the permitted amount per HCD Program regulations **(See Attachment C)**.

4.6. INSURANCE

4.6.1. FIRE INSURANCE

The homeowner shall maintain fire insurance on the property for the duration of the Program loan(s). This insurance must be an amount adequate to cover all encumbrances on the property. The insurer must identify the Sponsor as Loss Payee for the amount of the Program loan(s). Evidence of this shall be provided to the Sponsor.

In the event the applicant fails to make the fire insurance premium payments in a timely fashion, the Sponsor at its option, may make such payments for a period not to exceed 60 days. The Sponsor may, in its discretion and upon the showing of special circumstances, make such premium payments for a longer period of time. Should the Sponsor make any payments, it may, in its sole discretion, add such payments to the principal amount that the applicant is obligated to repay the Sponsor under this Program. The premium may be paid by the Program loan for one year. **Note: HOME and CDBG funds cannot be used to pay insurance cost beyond those identified as initial loan costs**. **Note: CalHome funds can not be used to pay insurance at any time.**

4.6.2. FLOOD INSURANCE

For homes in a 100-year flood zone, the owner is required to maintain flood insurance in an amount adequate to secure the Program loan and all other encumbrances. This policy

must designate the Sponsor as Loss Payee and a binder shall be provided to the Sponsor and maintained in the borrowers file. The premium may be paid by the Program loan for one year. **Note: HOME funds cannot be used to pay insurance cost beyond those identified as initial loan costs**. **Note: CalHome funds can not be used to pay insurance at any time.**

4.7. LOAN SECURITY

A. Loan security for all owner-occupied rehabilitation stick-built homes will be secured by the real property and improvements, and will also include a Deed of Trust, Promissory Note and Loan Agreement in favor of the Sponsor.

B. A manufactured home in a mobile home park or on leased land that is not on a permanent foundation will be secured by an HCD 480.7 or an HCD 484 Statement of Lien, and will also include a Promissory Note and Loan Agreement.

C. Entering a subordinate lien is acceptable. However, the Sponsor will not subordinate a first lien position once established.

5.0. PROGRAM LOAN SERVICNG AND MAINTENANCE

5.1. PAYMENTS ARE VOLUNTARY

Borrowers may begin making voluntary payments at any time.

5.2. RECEIVING LOAN REPAYMENTS

A. Program loan payments will be made to:

~~Name of State Recipient~~City of Dinuba
~~Address~~405 E. El Monte Way
~~City, State, Zip~~Dinuba, CA 93618

B. The Sponsor will be the receiver of loan payments or recapture 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 appropriate Program Income Account, as required by all three HCD programs. The Program Sponsor will accept loan payments from borrowers prepaying deferred loans, from borrowers making payments in full upon sale or transfer of the property, and homeowners of tenant-occupied units. 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.

5.3. LOAN SERVICING POLICIES AND PROCEDURES

See **Attachment F** 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.

5.4. LOAN MONITORING PROCEDURES

Homeowners will be required to submit each of the following to the Sponsor at the time of annual occupancy verification per Attachment F:

- Proof of occupancy in the form of a copy of a current utility bill;
- Statement of unit's continued use as a residence;
- Declaration that other title holders do not reside on the premises;
- Verification that Property Taxes are current; and
- Verification of current required insurance policies.

5.5. DEFAULT AND FORECLOSURE

If an owner defaults on a loan, and foreclosure procedures are instituted, they shall be carried out according to the Program Foreclosure Policy adopted by the Sponsor, and attached to these guidelines as **Attachment G**.

5.6. SUBORDINATIONS

The Sponsor may approve a request to subordinate a loan, in order for the owner to refinance the property, under the following conditions:

A. The lien position of the Sponsor loan will remain the same or be advanced.

B. The new primary loan is no greater than the balance of the loan being refinanced, except the costs of refinancing the loan may be added to the principal balance.

C. The purpose of the new primary loan is to reduce the interest rate being paid and/or reduce the owner's payment.

D. The refinanced loan must have an impound account for taxes and insurances.

E. The refinancing terms must be acceptable to the Sponsor.

F. CDBG allows refinancing with CDBG funds in conjunction with only rehabilitation of the unit.

~~8.0.~~6.0. CONSTRUCTION

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~~8.1.~~6.1.STANDARDS

A. All repair work will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. For CDBG and CalHome the priority will be the elimination of health and safety hazards. Sponsor may also require elimination of code deficiencies. When HOME funds are used for housing rehabilitation, the property must meet all applicable current codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. However, if certain components of the house are sound and were built to code prescribed at the time of installation, no repair or alteration will be made to those components. Section 8 Housing Quality Standards may be required on rentals by Sponsor when CDBG funds are used.

B. Contracting Process

1. Contracting will be done on a competitive basis.

2. The homeowner will be the responsible agent, but the Sponsor and/or its Program Operator will prepare the work write-up, prepare and advertise the bid package, and assist the owner in negotiating the construction contract.

3. The Sponsor does not warrant any construction work, or provide insurance coverage.

C. Approved Contractors

1. Contractors are required to be licensed with the State of California, and be active and in good standing with the Contractors' License Board.

2. Contractors will be checked against HUD's list of federally debarred contractors. No award will be granted to a contractor on this list.

3. Contractors must have public liability and property damage insurance, and worker's compensation, unemployment and disability insurance, to the extent required by State law.

4. Contractor must agree to comply with all federal and state regulations.

D. Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as identified in Section 3.3.A. **Note: Units funded solely with CalHome funds are not required to comply with LBP regulations.**

E. Units constructed prior to 1978 will also be inspected according to the following HUD regulations. **Note: Units funded solely with CalHome funds are not required to comply with LBP regulations**. For CDBG-funded programs, please refer to Chapter 20, Lead-Based Paint Requirements for guidance in the CDBG Grant Management Manual.

1. If the total amount of Federal assistance or the total amount of rehabilitation hard cost is up to and including $5,000, the following is required:

(a) Paint testing or presume LBP;
(b) Clearance of disturbed work areas; and
(c) Notifications listed in Section 3.3.A.

2. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more than $5,000 up to and including $25,000, the following is required:
   (a) Paint testing or presume LBP;
   (b) Risk assessment; and
   (c) Clearance of unit.

   If LBP hazards are identified, interim controls will be implemented. This level will also require a notice of "Abatement of Lead Hazards Notification" at least five days prior to starting work.

3. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more that $25,000, the following is required:
   (a) Items (a), (b), and (c) of 2. above;
   (b) Abatement of all LBP hazards identified or produced;
   (c) Use of interim controls on exterior surfaces not disrupted by rehab; and all notices listed above in Sections 3.3.A. and 6.1.F.2.

4. All paint tests that result in a negative finding of lead-based paint are exempt from any and all additional requirements. If defective paint surfaces are found, they will be properly treated or abated. A State-certified Inspector/Assessor will perform all paint testing, risk assessments, and clearances. A trained supervisor may oversee interim controls; however, a certified supervisor and workers will perform all abatement.

6.2. ELIGIBLE CONSTRUCTION COSTS

"Rehabilitation" means, in addition to the definition in Section 50096 of the Health and Safety Code, repairs and improvements to a manufactured home necessary to correct any condition causing the home to be substandard pursuant to Section 1704 of Title 25, California Code of Regulations. Rehabilitation also includes room additions to alleviate overcrowding. Rehabilitation also means repairs and improvements where necessary to meet any locally-adopted standards used in local rehabilitation programs. Rehabilitation does not include replacement of personal property.

Rehabilitation includes reconstruction. Federal law and policy allows the use of HOME funds to demolish and reconstruct owner-occupied residential structures. Reconstruction is defined as the demolition and construction of a structure. The Sponsor and/or Program Operator must document that the reconstruction costs are less than the cost to rehabilitate the existing substandard housing. This will be done using the State's CDBG Test for Reconstruction, for projects funded with CDBG funds; or, using the State's HOME Test for Reconstruction, for projects funded with HOME funds.

Additionally, the Sponsor must determine that the project's value after reconstruction (housing and land combined) is less that the HOME Homeownership Value Limits for the Sponsor's jurisdiction (**see Attachment C**).

The residential structure to be reconstructed must be a structure with cooking, eating, sleeping, and sanitation facilities which has been legally occupied as a residence within the preceding 12 months. Fifth wheels or recreational vehicles, for example, are not considered dwellings and therefore are not eligible under this Program.

Like for like requires that the structure being demolished must be replaced with a like structure (replace manufactured housing with manufactured housing, for example). However, additions may be approved by the HCD Program when required by Codes/Ordinances or to alleviate overcrowding **(see Attachment C).**

Temporary relocation benefits must be planned for and budgeted into the total allowable subsidy for the project, but if required would be in the form of a grant.

Depending on the outcome of the Statutory Worksheet (Environmental test), a reconstructed project may require Authority from the State before funds are committed to the project.

Allowable rehabilitation\reconstruction costs include:

A. Cost of building permits and other related government fees.

B. Cost of architectural, engineering, and other consultant services which are directly related to the rehabilitation of the property.

C. For CDBG and CalHome, costs associated with the repair, replacement, or abandonment of domestic water wells and/or associated costs (such as water pump lowering).

D. Rehabilitation or Replacement of a manufactured home not on a permanent foundation. Rehabilitation of a manufactured home may include the replacement of the unit with a used manufactured home and the cost to repair it, as long as the unit has been occupied and not used as a demonstration model. Should the unit meet the criteria for reconstruction a new manufactured home can be used for replacement and all cost associated with the purchase and transportation can be added to the loan. For CalHome and CDBG, manufactured housing on permanent foundations may be replaced by stick-built structures.

   CalHome requires the following for manufactured housing/mobile home to stick-built replacements:
   1) Verification that the owner of the mobile home is also the landowner. The registration certificate and a preliminary title report must be submitted with the Borrower summary package. Any past due registration fees must be paid.
   2) Provide written justification as to why the mobile home is being replaced and not repaired.

3. Ensure the new structure is "reasonable" for the size of the current household.

E. Owner-occupied rehabilitation activity delivery fees, pursuant to Section 7733(f), as reimbursement to the Sponsor for the actual costs of services rendered to the homeowner that are incidentally but directly related to the rehabilitation work (e.g. planning, engineering, construction management, including inspections and work write-ups).

F. Rehabilitation will address the following issues in the order listed. Eligible costs are included for each item.

1. Health and Safety Issues

Eligible costs include, but are not limited to, energy-related improvements, lead-based paint hazard evaluation and reduction activities, improvements for handicapped accessibility, and repair or replacement of major housing systems.

Per the federal HOME Regulations at 24 CFR Part 92.251(b), Major Systems are:

- structural support
- roofing
- cladding and weatherproofing (e.g., windows, doors, siding, gutters)
- plumbing
- electrical
- heating, ventilation, and air conditioning.

Upon project completion, each of the major systems must have a remaining useful life for a minimum of five (5) years, so these systems must be rehabilitated or replaced as part of the rehabilitation work in order to achieve this requirement.

A driveway may be considered part of rehabilitation if it is determined to be a health and safety issue.

2. Code and Regulation Compliance

Eligible costs include, but are not limited to, additional work required to rehabilitate and modernize a home to bring it into compliance with current building codes and regulations. Painting and weatherization are included.

3. Demolition

Eligible costs include, but are not limited to, the tear down and disposal of dilapidated structures when they are a part of the reconstruction of an affordable housing unit. If a garage or carport is detached, it may not be rehabilitated but may be demolished, if it is determined to be a health and safety issue.

4. Upgrades

   Eligible costs include additional bedrooms and bathrooms if the need can be demonstrated per HUD's or Sponsor's overcrowding guidelines listed in **Attachment C**. The Program will not fund additions to a home for a den or family room, or for any luxury items.

   The CalHome Program's requirement is that a bedroom or bathroom can be added to omit overcrowding, and this is up to the Recipient to decide what is overcrowding.

5. General Property Improvements

   Eligible costs include, but are not limited to: addition or replacement of an oven, stove, dishwasher, or fixture; replacing floor coverings; painting; and repair or installation of fencing.

   All improvements must be physically attached to the property and permanent in nature. Non-code general property improvements (including fencing, landscaping, driveway, etc.) will be *limited to 15 percent* of the rehabilitation loan amount. Any cash contribution by the property owner will be considered a general property improvement and be included in this percentage. Luxury items are not permitted. Items such as stoves and dishwashers that are not built-in may be replaced due only to incipient failure or documented medical condition of the homeowner, and must be of moderate quality.

   For HOME and CalHome, replacement of a refrigerator is not allowed. For CalHome, repair or installation of fencing is not allowed.

6. Rehabilitation Standards

   All repair work related to health and safety conditions will meet Local Building Code standards. The priority will be the elimination of all health and safety hazards and code compliance, which is required for HOME-funded projects.

6.3. ELIGIBLE PROJECT COSTS

Examples of eligible project costs for all administrative expenses related to the paperwork for processing and insuring a loan application are listed below. For HOME, these costs are considered activity delivery costs and may not be charged to the homeowner's loan.

- Appraisal
- Property Report/Title Insurance
- Building Plan
- Termite Report
- Land Survey
- Grading Plan

- Recording Fees
- Fire/Course of Construction Insurance
- Flood Insurance, as applicable (not allowed with CalHome or HOME funds)

Costs are based on charges currently incurred by the Sponsor, or its Program Operator, for these products and/or services. Except for HOME loans, any cost increases charged to the Sponsor/Program Operator for these products and/or services will be passed on to the homeowner and included in the loan. All fees are subject to change and are driven by the market.

6.4. REPAIR CALLBACKS

Contractors will comply with State law regarding all labor and material warranties. All labor and material shall meet FHA minimum specifications.

7.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

7.1. AMENDMENTS

The Sponsor may make amendments to these Participant Guidelines. Any changes made shall be in accordance with federal and state regulations, shall be approved by the Sponsor's Loan Committee and/or local governing body and submitted to HCD for approval.

7.2. EXCEPTIONS

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.

7.2.1 PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

A. The Sponsor or its Program Operator may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the Sponsor's/Program Operator'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 decision.

8.0. DISPUTE RESOLUTION AND APPEALS PROCEDURES

8.1. PROGRAM COMPLAINT AND APPEAL PROCEDURE

Complaints concerning the Sponsor's Rehabilitation Program should be made to the Program Operator first. If unresolved in this manner, the complaint or appeal shall be made in writing and filed with the Sponsor. The Sponsor will then schedule a meeting with the Sponsor's 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 local governing body. Final appeal may be filed in writing with HCD within one year after denial or the filing of the Project Notice of Completion.

8.2. GRIEVANCES BETWEEN PARTICIPANTS AND CONSTRUCTION CONTRACTOR

Contracts signed by the contractor and the participant include the following clause, which provides a procedure for resolution of grievances:

> Any controversy arising out of or relating to this Contract, or the breach thereof, 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 who 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 shall be entitled to recover from the other all attorney's fees and costs of arbitration.

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 A-1

Title 25 Section 6914 Gross Income Inclusions – For CalHome activities

"Gross income" shall mean the anticipated income of a person or family for the twelve-month period following the date of determination of income.

"Income" shall consist of the following:

(a) Except as provided in subdivision (b), "Exclusions", all payments from all sources received by the family head (even if temporarily absent) and each additional member of the family household who is not a minor shall be included in the annual income of a family. Income shall include, but not be limited to:

(1) The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses;

(2) The net income from operation of a business or profession or from rental or real or personal property (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business);

(3) Interest and dividends;

(4) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts;

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay;

(6) Public Assistance. If the public assistance payment includes any amount specifically designated for shelter and utilities which is subject to adjustment by the public assistance agency in accordance with the actual cost of shelter and utilities, the amount of public 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 and utilities, plus

(B) The maximum amount which the public assistance agency could in fact allow for the family for shelter and utilities,

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

All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse.

PART 5 ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS

This table presents the 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).

Statements from 24 CFR Part 5 – Last Modified: 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 B**~~

ATTACHMENT B-1

Title 25 Section 6914 Gross Income Inclusions – For CalHome activities

(b) The following items shall not be considered as income:

(1) Casual, sporadic or irregular gift items;

(2) Amounts which are specifically for or in reimbursement of the cost of medical expenses;

(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;

(4) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment. Any amounts of such scholarships, or payments to veterans not used for the above purposes of which are available for a subsistence are to be included in income;

(5) The special pay to a serviceman head of a family away from home and exposed to hostile fire;

(6) Relocation payments made pursuant to federal, state, or local relocation law;

(7) Foster child care payments;

(8) The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is an excess of the amount actually charged the eligible household;

(9) Payments received pursuant to participation of the following volunteer programs under the ACTION Agency:

(A) National Volunteer Antipoverty Programs which include VISTA, Service Learning Programs and Special Volunteer Programs.

(B) National Older American Volunteer Program for persons aged 60 and over which include Retired Senior Volunteer Programs, Foster Grandparent Program, older American Community Services Program, and National Volunteer Program to Assist Small Business Experience, Service Corps of Retired Executive (SCORE) and Active Corps of Executives (ACE).

ATTACHMENT C

HOME PROGRAM HOMEOWNERSHIP VALUE LIMITS FOR ~~XXX~~ TULARECOUNTY
(HOME Value Limits as of 06/1/2021)

TULARE COUNTY ~~NAME~~	One-Family
~~XXXXX~~243,000	$~~XXX,XXX~~304,000

[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]

CALHOME MAXIMUM SALES PRICE / VALUE LIMIT

1 as established by comparable sales or information provided by the California Real Estate Association. https://www.car.org/en/marketdata/data/countysalesactivity

HOME PER-UNIT SUBSIDY LIMITS FOR ~~XXX~~ TULARE COUNTY
(Limits are effective ~~9-9-2021~~3-17-2022)

O-BDR	1-BDR	2-BDR	3-BDR	4-BDR
$~~153,314~~159,724	$~~175,752~~183,132	$~~213,718~~222,694	$~~276,482~~288,094	$~~303,490~~316,236

CALHOME SUBSIDY LIMIT (as of 09/01/2021 NOFA)

Maximum assistance per unit is established by the most current CalHome NOFA. Current limits are $100,000 for housing rehabilitation, and $150,000 for reconstruction projects.

HOME PROGRAM HOUSEHOLD INCOME LIMITS FOR ~~XXX~~ TULARE COUNTY*
(Limits are effective 06/1/2021)

Number of Persons in Household								
	1	2	3	4	5	6	7	8
80% of AMI	$39,050	$44,600	$50,200	$55,750	$60,250	$64,700	$69,150	$73,600

HCD ~~20XX~~ 2021 INCOME LIMITS FOR CALHOME
ADJUSTED FOR FAMILY SIZE FOR ~~XXX~~ TULARE COUNTY

Income Level	Household Size							
	1	2	3	4	5	6	7	8
80%	$39,150	$44,750	$50,350	$55,900	$60,400	$64,850	$69,350	$73,800

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 and HOME Income, Value and Rent Limits"; for CalHome income limits, choose "Official State Income Limits").

SPONSOR STANDARDS FOR BEDROOM AND BATHROOM ADDITIONS TO ALLEVIATE OVERCROWDING

Maximum No. of Persons in the Household	Number of Bedrooms	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**	**3**
10	**5-BR**	**3**
12	**6-BR**	**4**

- Opposite sex children under 6 years of age may share a bedroom, up to 2 children per bedroom.
- Opposite-sex children 6 years of age and older may have their own bedroom.
- Children shall be permitted a separate bedroom from their parents.
- Same-sex children of any age may share a bedroom, up to 2 children per bedroom.
- Adults not in a partner relationship may have their own bedroom.
- **4** or more people – a second bathroom may be added.
- **8** or more people – a third bathroom may be added.
- Same rules apply to mobile home units.

The chart above is used as a guide to overcrowding.

ATTACHMENT D

HOUSING REHABILITATION MARKETING PLAN

SUMMARY

The Sponsor will continue its efforts to market the Housing Rehabilitation Program in a manner that will reach all community members.

All marketing related to the Housing Rehabilitation Program is publicized in both English and Spanish. All marketing materials include information identifying the Sponsor's commitment to fair housing laws and affirmative marketing policy, and are widely distributed. Equal opportunity is emphasized in written materials and oral presentations. A record is maintained by the Sponsor identifying what marketing materials are used, and when and where they are distributed.

Forms of marketing may include fliers, brochures, newspaper ads, articles and public service announcements. Fliers and brochures are distributed at local government buildings, other public buildings and through the mail, as well as to businesses that assist those not likely to apply without special outreach. Advertisements and articles are published in newspapers that are widely circulated within the community.

Established working relationships with local lending agencies also aid in informing the public by facilitating the distribution of informational fliers to households seeking financial assistance for repairs that are unable to obtain conventional financing.

Informational meetings are offered to potential participants to explain Program requirements. Often, minimal formal outreach efforts are required as the need for assistance generally exceeds funds available. However, marketing measures are actively performed in order to maintain a healthy interest list.

Characteristics on all applicants and participants are collected and compared with the Sponsor's demographics. Should the Sponsor find that there are underserved segments of the population, a plan to better serve them will be developed and implemented.

MARKETING FORMS

- Fliers
- Brochures
- Newspaper Ads and Articles
- Public Service Announcements
- Public Informational Meetings

MARKETING VENUES

- Local Government Buildings
- Local Public Services Buildings
- Private Businesses
- Lending Agencies
- Real Estate Offices
- Newspaper
- Radio

Mail

ATTACHMENT E

RESIDENTIAL ANTI-DISPLACEMENT AND TEMPORARY RELOCATION PLAN
Version 2

The Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, require all grantees of Community Development Block Grant (CDBG) funds or Home Investment Partnership (HOME) funds to follow a written Residential Anti-displacement and Relocation Assistance Plan (Plan) for any activities which could lead to displacement of occupants whose property is receiving funds from these or other federal funding source. Having been developed in response to both aforesaid federal legislations, this Plan is intended to inform the public of the compliance of the ~~NAME OF STATE RECIPIENT~~CITY OF DINUBA (Sponsor) with the requirements of federal regulations 24 CFR 570.606 under state recipient requirements and Section 104(d) of the Housing and Community Development Act of 1974 and 24 CFR 92 of the HOME federal regulations. The Plan will outline reasonable steps, which the Sponsor will take to minimize displacement and ensure compliance with all applicable federal and state relocation requirements. The Sponsor's governing body has adopted this plan via a formal resolution.

This Plan will affect rehabilitation activities funded by the U.S. Department of Housing and Urban Development (HUD) under the following program titles: HOME, CDBG, Urban Development Action Grant (UDAG), Special Purpose Grants, Section 108 Loan Guarantee Program, and such other grants as HUD may designate as applicable, which take place with in the Sponsor's jurisdiction limits.

The Sponsor will provide permanent relocation benefits to all eligible "displaced" households either owner-occupied or renter-occupied units which are permanently displaced by the housing rehabilitation program **(See Section E below.)**. In addition, the Sponsor will replace all eligible occupied and vacant occupiable low-income group dwelling units demolished or converted to a use other than low income group housing as a direct result of rehabilitation activities. This applies to all units assisted with funds provided under the Housing and Community Development Act of 1974, as amended, and as described in the Federal Regulations 24 CFR 570.496(a), Relocation, Displacement and Acquisition: Final Rule dated July 18, 1990 (Section 104(d)) and 49 CFR Part 24, Uniform Relocation Assistance (URA) and Real Property Acquisition Regulations Final Rule and Notice (URA) dated March 2, 1989.

All Sponsor programs/projects will be implemented in ways consistent with the Sponsor's commitment to Fair Housing. Participants will not be discriminated against on the basis of race, color, religion, age, ancestry, national origin, sex, familial status, or handicap. The Sponsor will provide equal relocation assistance available 1) to each targeted income group household displaced by the demolition or rehabilitation of housing or by the conversion of a targeted income group dwelling to another use as a direct result of assisted activities; and 2) to each separate class of targeted income group persons temporarily relocated as a direct result of activities funded by HUD programs.

A. Minimizing Permanent Displacement and Temporary Relocation Resulting from Housing Rehabilitation or Reconstruction Activities
   Consistent with the goals and objectives of activities assisted under the Act, the Sponsor will take the following steps to minimize the displacement of persons from their homes during housing rehabilitation or reconstruction funded by HUD programs:

1. Provide proper notices with counseling and referral services to all tenants so that they understand their relocation rights and receive the proper benefits. When necessary assist permanently displaced persons to find alternate housing in the neighborhood.

2. Stage rehabilitation of assisted households to allow owner occupants and/or tenants to remain during minor rehabilitation.

3. Encourage owner investors to temporarily relocate tenants to other available safe and sanitary vacant units on the project site area during the course of rehabilitation or pay expenses on behalf of replaced tenants.

4. Work with area landlords, real estate brokers, and/or hotel/motel managements to locate vacancies for households facing temporary relocation.

5. When necessary, use public funds, such as CDBG funds, to pay moving costs and provide relocation/displacement payments to households permanently displaced by assisted activities.

B. Lead Based Paint Mitigation Which Causes Temporary Relocation:

On September 15, 2000, the Final Rule for Lead Based Paint Hazard Control went into effect. Among other things, it requires that federally-funded rehabilitation must use safe work practices so that occupants and workers can be protected from lead hazards. **At no time should the tenant-occupant(s) be present in work areas or designated adjacent areas while LHC activities are taking place in any dwelling unit interior, common area, or exterior.** As such, occupants may not be allowed to remain in their units during the time that lead-based paint hazards are being created or treated. Once work that causes lead hazards has been completed, and the unit passes clearance, the occupants can return. **The tenant-occupants may not reoccupy a work area or adjacent area until post-lead hazard reduction clearance standards have been achieved and verified with laboratory results.** The final rule allows for certain exceptions: programs:

1. The work will not disturb lead-based paint, or create dust-lead or soil-lead hazard; or

2. The work is on exterior only and openings are sealed to prevent dust from entering the home, the work area is cleaned after the work is completed, and the residents have alternative lead free entry; or

3. The interior work will be completed in one period of less than 8-daytime hours and the work site is contained to prevent the release of dust into other areas of the home; or

4. The interior work will be completed within five (5) calendar days, the work site is contained to prevent the release of dust, the worksite and areas within 10 feet of the worksite are cleaned at the end of each day to remove any visible dust and debris, and the residents have safe access to kitchen and bath and bedrooms.

If temporary relocation benefits are not provided because the Sponsor believes that the project meets one of the above criteria, then proper documentation must be provided in the rehabilitation project file to show compliance. It is up to the Sponsor to ensure that the owner occupant or tenant in the project does not get impacted by lead paint mitigation efforts. In most cases where lead paint mitigation is taking place, occupants (tenants or owners) will be strongly encouraged to relocate even

for just a few days until a final lead clearance can be issued by a certified lead based paint assessor. Occupants who are temporarily relocated because of lead based paint mitigation are entitled to the same relocation benefits as those who are relocated because of substantial rehabilitation or reconstruction activities.

C. Temporary Relocation of Owner Occupants:

Owner occupants are not allowed to stay in units which are hazardous environments during lead based paint mitigation. When their home is having lead based paint mitigation work done which will not make it safe to live in, then they are eligible for temporary relocation benefits up to $5,000, which will be provided as a grant. In the same way, a unit requiring substantial rehabilitation (with or without lead based paint mitigation) which will not allow the family to access a bath or kitchen facility, or if the unit is being demolished and reconstructed, then the family will be eligible for temporary relocation benefits up to $5,000, which will be provided as a grant. In no case shall the grant for temporary relocation exceed $5,000 for any one owner occupant.

Owner occupants will be encouraged to move in with family or friends during the course of rehabilitation, since they are voluntarily participating in the Program. The housing rehabilitation loan specialist and/or the rehabilitation construction specialist will complete a temporary relocation benefits form **(See Appendix C)** to document that the owner occupant understands that they must relocate during the course of construction and what benefits they wish to be reimbursed for as part of their relocation.

D. Temporary Relocation of Residential Tenants:

If continued occupancy during rehabilitation is judged to constitute a substantial danger to health and safety of the tenant or the public, or is otherwise undesirable because of the nature of the project, the tenant may be required to relocate temporarily. The contract administrator or rehabilitation specialist will make determination of the need for temporary relocation. The temporary relocation period will not exceed 180 days. All conditions of temporary relocation will be reasonable. Any tenant required to relocate temporarily will be helped to find another place to live which is safe, sanitary and of comparable value and they have the first right to move back into the original unit being rehabilitated at the same rent or lower. He or she may move in with family and friends and still receive full or partial temporary assistance based on eligible cost incurred. The housing rehabilitation loan specialist and/or the rehabilitation specialist will ensure that each tenant-occupied unit under the Program will receive a General Information Notice (GIN) (as soon as possible after a loan application is received) and the tenant will receive a Notice of Non-displacement (after loan approval), and each tenant-occupied unit will have a temporary relocation benefits form completed for them. **(See Appendix C).** These notices will document that each tenant understands what their relocation rights are, and if they must relocate during the course of construction, that they receive the proper counseling and temporary relocation benefits.

A tenant receiving temporary relocation shall receive the following:

1. Increased housing costs (e.g. rent increase, security deposits) and

2. Payment for moving and related expenses, as follows:

   a. Transportation of the displaced persons and personal property within 50 miles, unless the grantee determines that farther relocation is justified;

b. Packing, crating, unpacking, and uncrating of personal property;

c. Storage of personal property, not to exceed 12 months, unless the grantee determines that a longer period is necessary;

d. Disconnection, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property;

e. Insurance for the replacement value of personal property in connection with the move and necessary storage;

f. The replacement value of property lost, stolen or damaged in the process of moving (not through the fault of the displaced person, his or her agent, or employee) where insurance covering such loss, theft or damage is not reasonably available;

g. Reasonable and necessary costs of security deposits required to rent the replacement dwelling;

h. Any costs of credit checks required to rent the replacement dwelling;

i. Other moving related expenses as the grantee determines to be reasonable and necessary, except the following ineligible expenses:
   1) Interest on a loan to cover moving expenses; or
   2) Personal injury; or
   3) Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before the Grantee; or
   4) Costs for storage of personal property on real property already owned or leased by the displaced person before the initiation of negotiations.

E. Rehabilitation Activities Requiring Permanent Displacement

The Sponsor's rehabilitation program will not typically trigger permanent displacement and permanent displacement activities fall outside of the scope of this plan. If a case of permanent displacement is encountered, then the staff responsible for the rehabilitation program will consult with Sponsor's legal counsel to decide if they have the capacity to conduct the permanent displacement activity. If local staff does not have the capacity, then a professional relocation consultant will be hired to do the counseling and benefit determination and implementation. If local staff does wish to do the permanent displacement activity then they will consult and follow the HUD Relocation Handbook 1378.

F. Rehabilitation Which Triggers Replacement Housing

If the Sponsor's rehabilitation program assists a property where one or more units are eliminated then under Section 104 (d) of the Housing and Community Act of 1974, as amended applies and the Sponsor is required to replace those lost units. An example of this would be a duplex unit which is converted into a single family unit. In all cases where rehabilitation activities will reduce the number of housing units in the jurisdiction, then the Sponsor must document that any lost units are replaced and any occupants of reduced units are given permanent relocation benefits. (This does not apply to reconstruction or replacement housing done under a rehabilitation program where the existing

unit(s) is demolished and replaced with a structure equal in size without in loss number of units or bedrooms.)

Replacement housing will be provided within three years after the commencement of the demolition or conversion. Before entering into a contract committing the Sponsor to provide funds for an activity that will directly result in such demolition or conversion, the Sponsor will make this activity public (through a noticed public hearing and/or publication in a newspaper of general circulation) and submit to the California Department of Housing and Community Development or the appropriate federal authority the following information in writing:

1. A description of the proposed assisted activity;

2. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as targeted income group dwelling units as a direct result of the assisted activity;

3. A time schedule for the commencement and completion of the demolition or conversion;

4. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;

5. The source of funding and a time schedule for the provision of the replacement dwelling units;

6. The basis for concluding that each replacement dwelling unit will remain a targeted income group dwelling unit for at least 10 years from the date of initial occupancy; and,

7. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a two-bedroom unit with two one-bedroom units) is consistent with the housing needs of targeted income group households in the jurisdiction.

The Program Operator for the Sponsor is responsible for tracking the replacement of housing and ensuring that it is provided within the required period. The Sponsor is responsible for ensuring requirements are met for notification and provision of relocation assistance, as described in Section 570.606, to any targeted income group displaced by the demolition of any dwelling unit or the conversion of a targeted income group dwelling unit to another use in connection with an assisted activity.

G. Record Keeping and Relocation Disclosures/Notifications

The Sponsor will maintain records of occupants of federally-funded rehabilitated, reconstructed or demolished property from the start to completion of the project to demonstrate compliance with section 104(d), URA and applicable program regulations. Each rehabilitation project, which dictates temporary or permanent or replacement activities, will have a project description and documentation of assistance provided. (See sample forms in HUD Relocation Handbook 1378, Chapter 1, Appendix 11, form HUD-40054)

Appropriate advisory services will include reasonable advance written notice of (a) the date and

approximate duration of the temporary relocation; (b) the address of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period; (c) the terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling.

Notices shall be written in plain, understandable primary language of the persons involved. Persons who are unable to read and understand the notice (e.g. illiterate, foreign language, or impaired vision or other disability) will be provided with appropriate translation/communication. Each notice will indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help. The notices and process below is for only temporary relocation. If permanent relocation is involved then other sets of notice and noticing process and relocation benefits must be applied (See HUD relocation handbook 1378 for those forms and procedures) The Temporary Relocation Advisory Notices to be provided are as follows:

1. General Information Notice: As soon as feasible when an owner investor is applying for Federal financing for rehabilitation, reconstruction, or demolition, the tenant of a housing unit will be mailed or hand delivered a General Information Notice that the project has been proposed and that the tenant will be able to occupy his or her present house upon completion of rehabilitation. The tenant will be informed that the rent after rehabilitation will not exceed current rent or 30 percent of his or her average monthly gross household income. The tenant will be informed that if he or she is required to move temporarily so that the rehabilitation can be completed, suitable housing will be made available and he or she will be reimbursed for all reasonable extra expenses. The tenant will be cautioned that he or she will not be provided relocation assistance if he or she decides to move for personal reasons. **See Appendix A for sample notice to be delivered personally or by certified mail.**

2. Notice of Non Displacement: As soon as feasible when the rehabilitation application has been approved, the tenant will be informed that they will not be permanently displaced and that they are eligible for temporary relocation benefits because of lead based paint mitigation or substantial rehabilitation, or reconstruction of their unit. The tenant will also again be cautioned not to move for personal reasons during rehabilitation, or risk losing relocation assistance. **See Appendix B for sample notice to be delivered personally or by certified mail.**

3. Disclosure to Occupants of Temporary Relocation Benefits: This form is completed to document that the Sponsor is following it's adopted temporary relocation plan for owner occupants and tenants. **See Appendix C for a copy of the disclosure form.**

4. Other Relocation/Displacement Notices: The above three notices are required for temporary relocation. If the Sponsor is attempting to provide permanent displacement benefits then there are a number of other forms which are required. Staff will consult HUD's Relocation Handbook 1378 and ensure that all the proper notices are provided for persons who are permanently displaced as a result of housing rehabilitation activities funded by CDBG or other federal programs.

APPENDIX A

Dear _____,

On __(date)__, __(property owner)__ submitted an application to the _____ for financial assistance to rehabilitate the building which you occupy at __(address)__.

This notice is to inform you that, if the assistance is provided and the building is rehabilitated, you will not be displaced. Therefore, we urge you not to move anywhere at this time. (If you do elect to move for reasons of your choice, you will not be provided relocation assistance.)

If the application is approved and Federal assistance is provided for the rehabilitation, you will be able to lease and occupy your present apartment (or another suitable, decent, safe and sanitary apartment in the same building) upon completion of the rehabilitation. Of course, you must comply with standard lease terms and conditions.

After the rehabilitation, your initial rent, including the estimated average monthly utility costs, will not exceed the greater of (a) your current rent/average utility costs, or (b) 30 percent of your gross household income. If you must move temporarily so that the rehabilitation can be completed, suitable housing will be made available to you for the temporary period, and you will be reimbursed for all reasonable extra expenses, including all moving costs and any increase in housing costs.

Again, we urge you not to move. If the project is approved, you can be sure that we will make every effort to accommodate your needs. Because Federal assistance would be involved, you would be protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

This letter is important and should be retained. You will be contacted soon. In the meantime, if you have any questions about our plans, please contact __(name)__, __(title)__, at __(telephone number)__, (address)_____.

Sincerely,

(name)
(title)

APPENDIX B

(date)

Dear _____:

On (date), we notified you that the owner of your building had applied for assistance to make extensive repairs to the building. On (date), the owner's request was approved, and the repairs will begin soon.

This is a notice of non-displacement. You will not be required to move permanently as a result of the rehabilitation. This notice guarantees you the following:

1. You will be able to lease and occupy your present apartment [or another suitable, decent, safe and sanitary apartment in the same building/complex] upon completion of the rehabilitation. Your monthly rent will remain until after construction is completed. If increased after construction is done, your new rent and estimated average utility costs will not exceed local fair market rents for your community. Of course, you must comply with all the other reasonable terms and conditions of your lease.

2. If you must move temporarily so that the repairs can be completed, you will be reimbursed for all of your extra expenses, including the cost of moving to and from the temporarily occupied unit and any additional housing costs. The temporary unit will be decent, safe and sanitary, and all other conditions of the temporary move will be reasonable.

Since you will have the opportunity to occupy a newly rehabilitated apartment, I urge you not to move. (If you do elect to move for your own reasons, you will not receive any relocation assistance.) We will make every effort to accommodate your needs. Because Federal assistance is involved, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

If you have any questions, please contact (name), (title), at (phone #), (address). Remember; do not move before we have a chance to discuss your eligibility for assistance. This letter is important to you and should be retained.

Sincerely,

(name and title)

APPENDIX C

DISCLOSURE TO OCCUPANT OF TEMPORARY RELOCATION BENEFITS

Top to be completed at time of loan application submittal or Home Visit

Property Address: _____

__ Rental Unit __Owner-Occupied Unit

The rehabilitation loan specialist working on behalf of the City/County of _____ has explained the temporary relocation services and benefits available under the current rehabilitation program relocation plan.

I/we have been advised that the City/County of _____ rehabilitation construction specialist will inform me if I need to be temporarily relocated and will to assist me with scheduling any necessary moves and answer any questions about assistance as needed.

Acknowledged:

_____ _____ _____ _____

Occupant Signature Date Occupant Signature Date

Complete this at time of acceptance of Work Write Up with initials by occupant

The rehabilitation construction specialist for the City/County of _____ has explained the Rehabilitation Scope of Work for our house and I/we agree that it will:

____ Not require I/we to be relocated. **(If initialed then STOP here and sign bottom.)**

____ Yes, I/we need to be temporarily relocated. **(Complete rest of form if initialed.)**

Start date and duration of relocation:

____ Starting on or about _____we will move for all or part of the rehabilitation project.

____ Approximate length of temporary relocation: _____Number of days.

For temporary relocation, I/We elect to (check all that apply):

____ Relocate with friends and family.

____ Relocate into a suitable temporary housing unit identified by rehab specialist.

____ Relocate furnishings only into a temporary storage unit.

____ I/We have been told what our relocation benefits are and elect **Not** to be reimbursed for any eligible relocation expenses.

____ I/We have been told what our relocation benefits are and want to be reimbursed for: _____

_____

By signing, occupant(s) acknowledge receipt of copy of this form:

_____ _____ _____ _____

Occupant Signature Date Occupant Signature Date

ATTACHMENT F

LOAN SERVICING POLICIES AND PROCEDURES
FOR THE ~~NAME OF STATE RECIPIENT~~CITY OF DINUBA

The ~~Name of State Recipient~~City of Dinuba, hereafter called "Sponsor," has adopted these policies and procedures in order to preserve its financial interest in properties, whose "Borrowers" have been assisted with public funds. The Sponsor 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 Sponsor has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions, which are associated with them.

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

1. Loan Repayments:

The Sponsor will collect monthly payments from those borrowers who are obligated to do so under Notes which are amortized promissory notes. Late fees will be charged for payments received after the assigned monthly date.

For Notes which are deferred payment loans, the Sponsor 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 Sponsor as loss payee. Except for HOME-funded loans, if Borrower fails to maintain the necessary insurance, the Sponsor 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 floodplain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance naming the Sponsor as a lender loss payee will be required at close of escrow. The Sponsor 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 Sponsor 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). Wherever possible, the Sponsor encourages Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3. Required Request for Notice of Default:

When the Borrower's loan is in second position behind an existing first mortgage, it is the Sponsor's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Sponsor's loan. This document requires any senior lienholder listed in the notice to notify the Sponsor of initiation of a foreclosure action. The Sponsor will then have time to contact the Borrower and assist them in bringing the first loan current. The Sponsor 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 Sponsor 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 Sponsor may 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 repayments, 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 ~~[MONTH]~~January 1st and 15th 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 Sponsor in writing of any change. Sponsor and Borrower will work together to ensure the property is kept in compliance with the original Program terms and conditions such that it remains available as an affordable home for low income families. These types of changes are typical when Borrowers do estate planning (adding a relative to title) or if a Borrower dies and property is transferred to heirs or when the property is sold or transferred as part of a business transaction. In some cases the Borrower may move and turn the property into a rental unit without notifying the Sponsor. 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 Sponsor'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. If the heir intends to act as an owner-investor, 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 Sponsor'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 Borrower or new owner investor requests that the existing loan be assumed and agrees to the current Lender rates and terms for owner investor properties and the RLA, then the outstanding balance may be refinanced, 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 that has received CalHome or HOME funding, the loan is due in full.

Formatted: Widow/Orphan control, Don't hyphenate, Tab stops: Not at -0.75" + -0.5" + 0" + 0.5" + 0.88" + 1.5" + 3.5"

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 Sponsor 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.

6. Requests for Subordinations:

When a Borrower wishes to refinance the property, they must request a subordination request to the Sponsor. The Sponsor will subordinate their loan only when there is no "cash out" as part of the refinance. Cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third-party debt payoffs or additional encumbrance on the property above traditional refinance transaction costs. Furthermore, the refinance should lower the housing cost of the household with a lower interest rate and the total indebtedness on the property should not exceed the current market value.

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; or 4) default on senior loans, the Sponsor

will send out a letter to the Borrower notifying them of the default situation. If the default situation continues, the Sponsor may start a formal process of foreclosure.

When a senior lienholder starts a foreclosure process and the Sponsor is notified via a Request for Notice of Default, the Sponsor, 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. Sponsor 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 Sponsor 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, however.

If the Sponsor 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 Sponsor 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 Sponsor can afford to pay for the foreclosure process and pay off the senior lienholder and retain some or all of their investment.

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

Sponsor as Senior Lienholder

When the Sponsor 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 Sponsor may consider foreclosure. Sponsor'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 Sponsor?

3) Can the Borrower sell the property and pay off the Sponsor?

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 Sponsor 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 Sponsor to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Sponsor 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 Sponsor 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 Sponsor 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 Sponsor 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 Sponsor could contract with a local real estate broker to list and sell the home and use those funds for Program income-eligible uses.

ATTACHMENT G

~~NAME OF STATE RECIPIENT~~CITY OF DINUBA'S FORECLOSURE POLICY

Sponsor As Junior Lienholder

It is the ~~Name of State Recipient~~City of Dinuba's (Sponsor's) policy to prepare and record a "Request for Notice" on all junior liens (any lien after the first position) placed on properties financed by a loan.

This document requires any senior lienholder to notify the Sponsor of initiation (recordation of a "Notice of Default") of a foreclosure only. This is to alert the junior lienholder that they are to monitor the foreclosure with the senior lienholder. When the Sponsor is in a third position and receives notification of foreclosure from only one senior lienholder, it would be in their best interest to contact both senior lienholders regarding the status of their loans.

The junior lienholder may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges, advances (fire insurance premiums, property taxes, property protection costs, etc.), and foreclosure costs (fees for legal counsel, recordings, certified mail, etc.)

Once the Sponsor has the information on the reinstatement amount, staff must then determine if it is cost effective to protect their position by reinstating the senior lienholder, keeping them current by submitting a monthly payment thereafter, foreclosing on the property possibly resulting in owning the property at the end of foreclosure, protecting the property against vandalism, and paying marketing costs (readying the home for marketing, paying for yard maintenance, paying a real estate broker a sales commission).

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

Sponsor As Senior Lienholder

When the Sponsor is in a first position, or the 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 Sponsor may consider foreclosure. Sponsor staff will consider the following factors before initiating foreclosure:

- Can the loan be cured (brought current or paid off) by the owner without foreclosure?
- Can the owner refinance with a commercial lender and pay off the Sponsor?
- Can the owner sell the property and pay off the Sponsor?
- Does the balance warrant foreclosure? (If the balance is under $5,000, the expense to foreclose may not be worth pursuing.)
- 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 Sponsor may opt to initiate foreclosure. The owner 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 Sponsor to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Sponsor 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 Sponsor 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 Sponsor 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 Sponsor would then contact a real estate broker to market the home.

ATTACHMENT H

CERTIFICATION OF OCCUPANCY

~~NAME OF STATE RECIPIENT~~CITY OF DINUBA

I/we_____declare as follows:
(Please Print Occupant's Name(s))

That I/we am/are currently occupying as my/our principal place of residence the real property commonly known as:

_____
(Address)

_____
(City, State, Zip code)

Daytime Phone Number: _____

Executed on_____, 20____, at _____, CA
(Date) (City)

I/we declare under penalty of perjury that the foregoing is true and correct.

Signature(s) of all occupants:

Occupant: _____

Occupant: _____

Occupant: _____

Occupant: _____

Occupant: _____

ATTACHMENT I

LEAD-BASED PAINT
VISUAL ASSESSMENT, NOTICE OF PRESUMPTION, AND HAZARD REDUCTION FORM

Section 1: Background Information			
Property Address:			No LBP found or LBP exempt ☐
Select one:	Visual Assessment ☐	Presumption ☐	Hazard Reduction ☐
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 ☐			
Attachment A: Summary where deteriorated paint was found. For multi-family housing, list at least the housing unit numbers and common areas and building components (including type of room or space, and the material underneath the paint).			
Section 3: Notice of Presumption. Fill out Sections 1, 3, 5, and 6. Provide to occupant w/in 15 days of presumption.			
Date of Presumption Notice:			
Lead-based paint is presumed to be present ☐ and/or Lead-based paint ***hazards*** are presumed to be present ☐			
Attachment B: Summary of Presumption: For multi-family housing, list at least the housing unit numbers and common areas, bare soil locations, dust-lead location, and or building components (including type of room or space, and the materials underneath the paint) of lead-based paint and/or hazards presumed to be present.			
Section 4: Notice of Lead-Based Paint Hazard Reduction Activity. Fill out Sections 1, 4, 5, and 6. Provide to occupant w/in 15 days of after work completed.			
Date of Hazard Reduction Notice:			
Initial Hazard Reduction Notice? Yes ☐ No ☐		Start & Completion Dates:	
If "No", dates of previous Hazard Reduction Activity Notices:			
Attachment C: Activity locations and types. For multi-family housing, list at least the housing unit numbers and common areas (for multifamily housing), bare soil locations, dust–lead locations, and/or building components (including type of room or space, and the material underneath the paint), and the types of lead-based paint hazard reduction activities performed at the location listed.			
Attachment D: Location of building components with lead-based paint remaining 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 and Acknowledgement of Receipt of pamphlet *Protection Your Family from Lead in Your Home.*			
Printed Name:	Signature:		Date:
Section 6: Contact Information	Organization:		
Contact Name:		Contact Signature:	
Date:	Address:		Phone:

RESOLUTION NO. 2022-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA APPROVING UPDATES TO THE GUIDELINES FOR THE SINGLE-FAMIILY HOUSING REHABILITATION ASSISTANCE PROGRAM

BE IT RESOLVED by the **City Council** of the **City of Dinuba** as follows:

SECTION 1:

The City of Dinuba, a political subdivision of the State of California, has established Program Guidelines which govern the administration of its Single-Family Housing Rehabilitation Assistance Program

SECTION 2:

The City desires to update the Guidelines for the Single-Family Housing Rehabilitation Assistance Program to include revised language provided by HUD, add Owner-Investor properties to the Housing Rehabilitation guidelines and expand the CDBG grant program; and

SECTION 3:

It is now therefore resolved that, the City Council approves the updated Guidelines for the Single-Family Housing Rehabilitation Assistance Program attached herein as "Exhibit A".

PASSED AND ADOPTED at a regular meeting of the **City Council** of the **City of Dinuba** held on May 10, 2022 by the following vote:

AYES: _____ NOES: _____

ABSENT: _____ ABSTAIN: _____

_____
Linda Launer, Mayor
City Council

STATE OF CALIFORNIA
County of Tulare

I, _____, City Clerk of the City of Dinuba, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 10th day of May, 2022.

_____
Name, City Clerk of the City of Dinuba
_____, State of California

By: _____
Name and Title

***Note*: The attesting officer cannot be the person identified in the Resolution as the authorized signer.**

CITY OF DINUBA

SINGLE-FAMILY HOUSING REHABILITATION ASSISTANCE PROGRAMS

(HOME, CDBG, CalHome)

PROGRAM DESIGN AND PROCESS

HCD Version 2/2022

CalHome Approved (date)
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CITY OF DINUBA
HOUSING REHABILITATION
PROGRAM GUIDELINES

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HOUSING REHABILITATION
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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 housing rehabilitation programs. The rehabilitation program described herein and hereinafter referred to as the "Program" is designed to provide assistance to eligible homeowners for correction of health and safety items, as well as code violations, located within the Program's eligible area, as described in Section 3.0. The Program provides this assistance in the form of deferred payment loans used to finance the cost of necessary repairs that will provide the homeowner with a healthy, safe, sanitary and code compliant home, referred to herein as "housing unit". The Program will be administered by Self-Help Enterprises, hereinafter referred to as 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. A Fair Housing Marketing Plan can be found as Attachment D. 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 homeownership education classes to help educate homeowners about credit, budgeting, predatory lending, foreclosure prevention and home maintenance, as well as future responsibilities.

B. 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. Waiting List/Homeowner Contact

The Sponsor will utilize a waiting list. In response to a homeowner's request, the homeowner is placed on the waiting list. Homeowners are offered the opportunity to qualify for assistance by waiting list priority (a first-come, first served basis).

The Program Operator will contact homeowners by mail and/or by telephone to advise of funding availability. The homeowner has 30 days to complete and return the loan application and supporting documentation. Should a homeowner fail to respond to the initial contact for assistance or to provide any of the required documentation within the 30-day period, the homeowner's name will be removed from the waiting list. If the homeowner desires assistance at a later time, he/she will be placed on the waiting list at that time.

Should the waiting list be exhausted, the Program will be marketed in accordance with the Sponsor's Marketing Plan. **See Attachment D.**

B. Application/Interview

An application packet is provided to the homeowner for completion and submittal to the Program Operator, along with supporting documentation. An interview is scheduled with the applicant. The Program is fully explained; application forms and documentation are reviewed. Verifications are obtained for income, assets, employment, benefits, and mortgage. Title report and appraisals are also obtained.

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. Household Selection

Households selected for participation in the Sponsor's Housing Rehabilitation Program are those determined eligible upon completion of processes described in A. and B. above.

D. Initial Inspection/Work Write-Up/Estimate

Prospective units are inspected by the Program Operator, a certified housing inspector, or a Sponsor representative to determine eligibility and acceptability of properties for participation in the Program.

If the home is a pre-1978 unit, the initial inspection will also include paint testing by a certified Lead-Based Paint (LBP) inspector/assessor or presumption of LBP. Code deficiencies will be corrected and if presumption is used or lead hazards are

found they will be properly treated according to HUD regulations (Section 6.1.E & F) and cleared by a certified LBP inspector/assessor. **Note: CalHome-funded projects do not require LBP compliance. CDBG projects shall refer to Chapter 20, Lead-Based Paint Requirements for guidance in the CDBG Grant Management Manual.**

Measurements and observations are noted about the property, including special conditions with potential cost consequences (dilapidated outbuildings, absence of curb and gutter when required by code, etc.). A floor plan and site plan, as needed, are drawn for the home and property, including all appurtenances.

Findings are noted on an inspection form, and later used by the Program Operator to prepare the work write-up. Estimated costs are determined by the Program Operator who has years of experience in the building industry, and in reviewing contractor bids and verifying cost with materials suppliers. The homeowner reviews the completed work write-up and cost estimate, and the approved write-up is incorporated into bid documents.

E. Bid Solicitation

A bid walk-through date and time are scheduled. The homeowner may choose to solicit his/her own bids or request that the Program Operator solicit bids on his/her behalf. Invitations to bid are mailed to all eligible contractors selected by the homeowner from the Active Contractor List provided by the Program Operator in efforts to obtain three reasonable bids. Homeowners are required to select a minimum of six contractors from the Active Contractor List and may add to the list as long as the contractor meets the requirements outlined in the Housing Rehabilitation/Reconstruction Program Contractor Guidelines and Information Sheet (see Attachment K). Contractors will be notified via telephone and/or in writing (email, fax, etc.) at least one week prior to each bid tour. Bid results will be provided to participating contractors.

Contractors must be licensed and bonded by the State of California Contractors Licensing Board. Contractors must also provide Program Operator with evidence of Workers' Compensation Insurance and Comprehensive General Liability and Property Damage Insurance with Combined Single Limits of at least $1,000,000.

Recruitment for eligible contractors is done on an ongoing basis, via local advertising, website notification, and program marketing. It is the goal of the Program Operator to maintain an Active Contractor List of eligible, interested contractors located in the Sponsor's County. Applications are available for those seeking to participate by calling the Program Operator or visiting the Program Operator's website. The Program Operator will send notices to contractors on the Active Contractor List annually, which will request each contractor contact the Program Operator to confirm his or her interest in remaining on the Active Contractor List. Contractors who do not respond will be moved to the Inactive Contractor List.

Cost reasonableness is determined by comparing the bids received with the cost estimate prepared by the Program Operator. Bids should be within 10% of the

Program Operator's cost estimate, otherwise an explanation must be provided to the file for any bid selected exceeding 10% of the estimate. The homeowner is encouraged to accept the lowest reasonable bid.

The Program Operator determines eligibility of the contractor by contacting the State Contractors License Board and checking the Federal List of Debarred Contractors. The contractor is also required to provide a self-certification stating that he/she is not on the Federal debarred list. Once determined eligible, the contractor is then notified of provisional award of bid (pending loan approval). Notices of non-award are mailed to participating contractors.

F. Loan Request/Approval

A report and loan request are prepared on behalf of the homeowner by the Program Operator. The loan request includes the cost of construction, a contingency fund, and other project costs (listed in Section 6.3.). Note: For HOME and CDBG, the project costs listed in Section 6.3 are considered activity delivery costs to be paid by the Sponsor and may not be charged to the homeowner's loan. A Loan Review Committee meeting is scheduled to hear the loan request. Section 1.3 provides additional information on the loan approval process. Once approved, loan documents are executed and the loan is funded.

G. Pre-Construction Conference

A pre-construction conference is scheduled with homeowner, contractor, and Program Operator. The Program Operator reviews the Owner-Contractor Construction Contract, including the work write-up, start date, pay schedule, and date of completion, with the homeowner and contractor. The construction contract and Notice to Proceed are executed.

H. Start-Up/Field Inspections

The Program Operator monitors date of start-up and performs field inspections on a regular basis. The Program Operator will visit the job site regularly in order to check the scope of work, inspect materials, and to confirm the job is on schedule and within budget. The Program Operator works with the Sponsor's Building Inspector to ensure the work meets building codes, while not exceeding funding limits.

The Program Operator reviews the work status with the homeowner and with the contractor in order to remedy any developing problems quickly and to ensure that both are satisfied with the construction process. At the completion of each phase, the Program Operator inspects the work and the homeowner authorizes contractor payments.

The Program Operator will refer back to original plans and specifications to verify the work was completed as contracted.

I. Change Orders

Written change orders are required when the homeowner requests any changes in the write-up, such as eliminating an item completely, eliminating one item and substituting another, or adding items. The change order will state the change and dollar value for the change. The change order must be signed by both the contractor and the homeowner, and submitted to the Program Operator for approval. If the change order exceeds the approved financing, the homeowner will be asked to provide additional funds or a report and request for additional funds may be presented to the Sponsor's Loan Review Committee for approval prior to Program Operator signing-off on the change order.

J. Progress Payments

Ninety percent (90%) of the contract amount is distributed to the contractor in the form of progress payments during construction. The final ten-percent (10%) of the contract amount is set aside as a retention payment. The contractor requests a progress payment from the homeowner and notifies the Program Operator that he/she has done so. Upon favorable inspection by the homeowner, Program Operator, and Sponsor or Sponsor's Building Inspector, the payment authorization is signed by the homeowner and submitted for payment.

K. Final Inspections/Notice of Completion/Final Payment

When the project is completed, the Program Operator inspects the work item by item with the homeowner, the contractor, and/or the Sponsor. The Sponsor's Building Inspector performs a final inspection. Any corrections or deficiencies are noted and corrected by the contractor. Upon favorable final inspections, a Notice of Completion is prepared, signed by the homeowner, and then recorded. The final ten-percent (10%) retention payment is released 35 days after the recording of the Notice of Completion.

1.3. LOAN PROCESS

The Sponsor's Loan Review Committee must approve all loans and grants. The Loan Review Committee may approve assistance with CDBG financing exceeding 100 percent of after-rehabilitation value as needed in cases where no other financial resources are available to cover the cost of the repairs and where clear and convincing documentation exists, justifying why the exception is needed.

However, if the project is CalHome-funded, the total financing cannot be more than 105 percent of the after- rehabilitation value. For HOME-funded loans, the total financing cannot be more than 100 percent of the after-rehabilitation value, unless per HOME Management Memorandum 13-01 at http://www.hcd.ca.gov/grants-funding/active-funding/home.shtml#memos the entire HOME assistance amount is granted rather than loaned, due to a lack of any equity after rehabilitation, based on existing loans on the property and an after-rehabilitation value appraisal. In addition, the amount of HOME assistance, including Sponsor's claimed Activity Delivery Costs, cannot exceed the Sponsor's County HOME Per-Unit Subsidy Limits at http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml, and the after-rehabilitation value cannot exceed the HOME Homeownership Value Limits. **See Attachment C for current limits.**

In order to obtain financing, applicants must meet all property and eligibility guidelines in effect at the time the application is considered. Homeowners will be provided written notification of approval or denial. Any reason for denial will be provided to the applicant in writing.

1.4. 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. For CalHome-funded Programs, the applicable Conflict of Interest requirements of Public Contract Code sections 10410, 10411, and 10430 (e) shall be followed.

For HOME assistance, Section 92.356 of the HOME Final Rule shall be followed, 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 job. 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 job. 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.

2.0. APPLICANT QUALIFICATIONS

2.1. INCOME LIMITS

All homeowners 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 each year. **See Attachment C**.

The link to the official HCD-maintained income limits for HOME- and CDBG-funded activities is: http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml (for HOME and CDBG, choose "State CDBG, HOME and NHTF – Income, Value and Rent Limits"; for CalHome-funded activities choose "Official State Income Limits").

Household: means one or more persons who will occupy a housing unit. Unborn children count in family size determination. For CalHome, unborn children are not counted.

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.

2.1.1 OWNER-OCCUPIED REQUIREMENTS

Owner-Occupant - to be eligible, household income must be equal to or less than the applicable HCD income limits. Owner will be required to provide income documentation. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. **See Attachment A for HOME and CDBG. See Attachment A-1 for CalHome.** Refer to Asset Inclusions and Exclusions for further guidance to the types of assets to be included or excluded when calculating gross annual income. **See Attachment B.**

Owner-occupants housing and/or debt ratios are not considered, nor is a credit report required, as the funding provided creates no additional monthly financial obligation. If an owner-occupant has a mortgage, it is verified that all payments are current and that no late payments have been received in the past twelve months.

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 for HOME and CDBG, 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. 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 of 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.

Housing and/or debt ratios are not considered as the funding provided creates no additional monthly financial obligation. If a homeowner has a mortgage, creditworthiness is verified by ensuring that all payments are current and that no late payments have been received in the past twelve months.

1. OWNER OCCUPANT
   To be eligible, household income must be equal to, or less than, the applicable HCD income guidelines. Owner will be required to provide income documentation as detailed in the "Annual Household Income Definition/Income Limits" attached at the end of these Guidelines.

2. OWNER-INVESTER REQUIREMENTS (**CDBG only**)
   There are no restrictions on the income of the owner investor. Owner-investors seeking assistance above the allowable grant limits setforth in Section 4.4 are eligible for amortized loans, unless the owner of the property also qualifies as low income (80% AMI or below) in which case the loan can be deferred.

3. TENANT (**CDBG only**)
   If a rental property is currently occupied, the tenant's household income must be equal to, or less than, the applicable HCD income guidelines. Tenant will be asked to cooperate by providing income documentation as detailed in the "Annual Household Income Definition/Income Limits" attached at the end of these Guidelines.

See Attachment A: HOME and CDBG 24 CFR Part 5 Annual Income Inclusions and Exclusions and Attachment A-1: CalHome Title 25 Section 6914 Annual Income inclusions and Exclusions (State)

B. ASSETS:

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

The Sponsor's Housing Rehabilitation Program allows for owner-occupied properties to participate in the Program. Owner-occupied units must be the owner's principal place of residence. A photocopy of a recent utility bill will verify proof of occupancy. No unit to be rehabilitated will receive financial assistance if it is currently occupied by an over-income household or does not meet the eligibility standards outlined in these guidelines.

2.3.1 OWNER-OCCUPIED

A. Continued residency is monitored annually per Attachment F for the term of the loan. Occupancy will be verified by the submission of the following:

1. Proof of occupancy in the form of a copy of a current utility bill; and

2. Statement of unit's continued use as primary residence of the owner.

B. In the event that an homeowner sells, transfers title, or discontinues residence in the rehabilitated property for any reason, the loan becomes due and payable, unless the following conditions are met:

The homeowner who received the loan dies and the heir to the property meets income requirements and intends to occupy the home as his/her principal residence. Upon approval of the Sponsor, the heir may be permitted to assume the loan at the rate and terms the heir qualifies for under current participation guidelines. If the heir does not meet applicable eligibility requirements, the loan is due and payable. **Note: Loans provided by CalHome are not assumable.**

C. If a homeowner converts the property to a rental unit, or any commercial or non-residential use, the loan is due and payable, unless the loan was funded with CDBG and tenant and homeowner meet eligibility requirements as described in Section 2.3.2. below.

If the loan is funded with a CalHome Loan it is not transferable except under the following limited circumstances:

(a) The transfer of the Property to the surviving joint tenant by devise, descent or operation of the law, on the death of a joint tenant;
(b) A transfer of the Property where the spouse becomes an owner of the property;

(c) A transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the Property; or
(d) A transfer to an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

2.3.2 OWNER INVESTOR (CDBG only)

A. An owner investor may convert a rental property to their primary residence and refinance the loan at the rate and terms offered owner-occupants under current program guidelines if all conditions below exist:
(a) They can prove that the previous tenant was not evicted without cause.
(b) The owner-investor is income eligible.
(c) They request approval from the Lender in advance.

B. If an owner investor converts a rehabilitated rental property to their primary residence, but they are not income eligible, the loan is due and payable.

C. If an owner investor wants to convert the rehabilitated property to any commercial or nonresidential use, the loan is due and payable.

D. If an owner investor sells or transfers title of the rehabilitated property for any reason, the loan is due and payable.

3.0. PROPERTY ELIGIBILITY

3.1. CONDITIONS

A. No unit will be eligible if a household's income exceeds the prescribed income limits listed in Attachment C.

B. Units to be rehabilitated must be located within the incorporated areas of the Sponsor's jurisdiction.

C. Property must contain a legal residential structure intended for continued residential occupancy.

D. All repair work will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. For CDBG the priority will be the elimination of health and safety hazards. Sponsor may also require elimination of code deficiencies. When HOME funds are used for housing rehabilitation, the property must meet all applicable current codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. However, if certain components of the house are sound and were built to code prescribed at the time of installation, no repair or alteration will be made to those components. Section 8 Housing Quality Standards may be required on rentals by Sponsor when CDBG funds are used.

3.2. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Tenants will be informed of their eligibility for temporary relocation benefits if occupancy during rehabilitation constitutes a danger to health and safety of occupants or public danger or is otherwise undesirable because of the nature of the project. Relocated persons will receive increased housing costs, payment for moving and related expenses and appropriate advisory services, as detailed in the Sponsor's "Residential Anti-displacement and Relocation Assistance Plan" **(Attachment E).**

Owner-occupants are not eligible for temporary relocation benefits, unless health and safety threats are determined to exist by the Program Operator. In cases where relocation is determined to be necessary by the Sponsor/Program Operator, assistance may be provided for actual costs incurred from the applicant's loan proceeds or as a grant **(see Section 4.4. for allowable grants)**. HOME-funded projects will provide relocation assistance in the form of a grant, which shall be included in the maximum assistance amount.

Note: Relocation benefits are not a requirement under CalHome, but are acceptable and may be covered by loan proceeds.

3.3.NOTIFICATION AND DISCLOSURES - Not required by CalHome

A. Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as follows:

The Lead Hazard Information Pamphlet published by the EPA/HUD/Consumer Product Safety Commission will be given to all owners regardless of the cost of rehabilitation or paint test findings. If lead-based paint is found through testing or if presumed, a Notice of Lead Hazard Evaluation or Presumption will also be supplied. When Lead hazards are present, a Notice of Lead Hazard Reduction Activity and a Lead Hazard Evaluation Report will also be provided **(Attachment I)**.

B. Tenants located in properties that will receive housing rehabilitation will be provided a notice outlining their relocation rights and benefits **(Attachment E)**.

4.0. THE PROGRAM LOAN

4.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

An eligible homeowner may qualify for the full cost of rehabilitation/reconstruction work needed to comply with State and local codes and ordinances. Maximum assistance shall not exceed the Sponsor's County HOME Per-Unit Subsidy Limits at http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml. **See Attachment C for current limits.**

For CDBG-funded programs, the maximum assistance for rehabilitation/reconstruction will not exceed $320,000.

Maximum assistance per unit is established by the most current CalHome NOFA. Current CalHome limits are $100,000 for housing rehabilitation, and $150,000 for reconstruction projects.

4.2. AFFORDABILITY PARAMETERS FOR HOMEOWNERS

A. Total indebtedness against property shall not exceed 100 percent of after-rehabilitation value as determined by "Estimates of value" or an appraisal, for CDBG or HOME projects. The exception for HOME loans is per HOME Management Memorandum 13-01 at http://www.hcd.ca.gov/grants-funding/active-funding/home.shtml#memos wherein the entire HOME assistance amount is granted rather than loaned, due to a lack of any after-rehabilitation equity based on existing loans on the property. An estimate of after-rehab value will be made prior to making a commitment of funds using the method outlined in Section 4.5. Note: This does not apply to CalHome projects.

B. HOME-funded units' after-rehabilitation values shall not exceed the HOME Program's Homeownership Value Limits for Sponsor's County as updated by HUD and published on the HCD Website at http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml. **See Attachment C for current limits, which may reflect temporary waivers not published on the HCD Website.**

   For CalHome-funded Programs, the maximum after-rehab value of a home shall be set at 100% of the current median sales price of a single family home located in the county the CalHome Program is serving, which is established by comparable sales or information provided by the California Real Estate Association.
   https://www.car.org/en/marketdata/data/countysalesactivity

C. Total indebtedness against property shall not exceed 105 percent of the after-rehabilitation value as determined by an appraisal for CalHome projects. An estimate of After-Rehab Value will be made prior to making a commitment of funds using the method outlined in Section 4.5. Note: This does not apply to HOME or CDBG projects.

D. Costs may be supplemented with personal financing, or with other loan or grant programs, which are sources of leverage for the Sponsor.

E. Any bid within 10% of the Program Operator's estimate may be selected, otherwise an explanation must be provided to the file for a bid selected exceeding 10% of the estimate.

4.3. RATES AND TERMS

4.3.1. OWNER-OCCUPANTS

A. Homeowners are eligible for Deferred Payment Loans (DPL), at zero interest, evidenced by a Promissory Note and secured by a Deed of Trust, with no payback required for 30 years unless the borrower sells or transfers title or discontinues residence in the dwelling. Payments may be made voluntarily on a DPL. **Note: If it is determined by the Sponsor that repayment of a CalHome or CDBG Program loan at the maturity date causes a hardship to the homeowner, the Sponsor may opt the following**:

   1. Amend the note and deed of trust to defer repayment of the amount due at maturity, that is balance of the original principal plus the accrued interest, for up to an additional 30 years (at 0% additional interest). This may be offered one time;

   2. Convert the debt at loan maturity; that is the balance of the original principal plus any accrued interest, to an amortized loan, repayable in 15 years at 0%

additional interest.

B. If the homeowner dies, and if the heir(s) to the property live(s) in the house and is/are income eligible, the heir(s) may be permitted, upon approval of the Sponsor, to assume the loan at the rate and terms the heir(s) qualifies for under current participation guidelines. **Note: CalHome loans are not assumable.**

C. If the homeowner dies and the heir(s) is/are not income eligible, the loan becomes all due and payable.

D. If a homeowner converts the rehabilitated property to any residential-rental, commercial or non-residential use, the loan becomes all due and payable, unless they meet requirements outlined in Section 2.3.2.

E. As specified in the Rehabilitation Loan Agreement, all applicants who participate in the Program must maintain the property at post-rehabilitation conditions for the term of the loan. Should the property not be maintained accordingly, the loan shall be considered in default and becomes all due and payable, and if necessary, foreclosure proceedings will be initiated. A method of inspection will be established by the Sponsor.

F. For CalHome, loans are not assumable. The following transfers of interest shall not require the repayment of the CalHome Program loan:

1) transfer to a surviving joint tenant by devise, descent, or operation of law on the death of a joint tenant;

2) a transfer in which the transferee is a person who occupies or will occupy the property, which is:

(i) a transfer where the spouse becomes an owner of the property;

(ii) 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

(iii) a transfer into an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

4.3.2 OWER INVESTOR (CDBG only)

A. The Lender offers a 0 percent simple interest amortized or deferred payment loan and/or grants. The standard loan term is 20 years. At the end of the period of deferral or if a disqualifying event occurs during the deferral period, the loan and accrued interest is due and payable in a balloon payment, unless the Lender approves an exception. Payback is required at the end of the 20-year deferral period or if the Borrower sells or transfers title to the rehabilitated property. Grants also provided at zero (0) interest with a term equal to the rent limitation agreement which must be a minimum of five years with a maximum of twenty years.

4.3.3 RESTRICTIONS (CDBG only)

A. Rent Limitation Agreement (RLA) - An owner investor who elects to rehabilitate a rental unit with CDBG financing must sign an RLA, which will be recorded. This agreement

will specify:

1) In no instance shall rents exceed the U.S. Department of Housing and Urban Development (HUD) Fair Market Rent (FMR) schedule while the RLA is in effect.
2) Base Rent – Vacant Unit - If the property is vacant, rent charges shall not exceed 30 percent of 80 percent of County median income for the appropriate household size in that unit. Owner investor shall affirmatively seek income qualified households by contacting the local housing authority. Where such contact does not result in eligible income qualified tenants, the owner investor shall contact the Lender for guidance.
3) Base Rent – Occupied Unit - If the property is occupied, rent charges shall not exceed 30 percent of the existing tenants' household income; or, where, before rehabilitation, rents already exceed 30 percent of the existing tenants' income, no rent increases shall be allowed which provide for rents plus utilities over 30 percent of the tenants' income.
4) Term - Adherence to these rent limitations will be for the term of the loan/grant, with a minimum of 5 years, not to exceed 20 years.
5) Annual recertification of tenant's income and rents paid from both the owner-investor and tenant.
6) Compliance – Failure to comply with these terms and conditions will result in the loan becoming due and payable. If necessary, foreclosure proceedings will be instituted.

4.3.4 MAINTENANCE AGREEMENT (CDBG only)

A. As specified in the Rehabilitation Loan Agreement, an owner-investor who participates in the program must maintain the property at post-rehabilitation conditions for a minimum of five years. Should the property not be maintained accordingly, the loan will become due and payable, and if necessary, foreclosure proceedings will be instituted.

4.4. GRANTS

A. CDBG-funded programs may provide grants as follows:

1. A grant of up to $15,000 is available for any one of the following qualifying factors:

   a) Senior Citizen - at least 62 years old**;** or

   b) Handicapped – for only handicap modifications to a house with one or more physically handicapped occupants who would function more independently if such modifications were installed**;** or

   c) Lowest Targeted Income Group – with gross annual income less than 50 percent of County median income**;** or

   d) Curb, gutter and sidewalk – when curb, gutter and/or sidewalk are required by City code; or

   e) Building permit, school fees, appraisals, property report/title insurance, building permits, termite report, land survey, grading plans, recording fees and/or flood insurance; or

f) Emergencies – failure of a major household component that would require the participant to live without basic plumbing, electrical, heating, cooling, or security. (These funds are not for use during a normal rehabilitation, they are for true emergency situations, such as a failed sewer line or water heater, blown electrical panel, etc.)

2. Grants of up to $10,000 are available for Fire Sprinkler installation and associated costs – for reconstruction projects, as required by CCR, Title 24, Part 2.5 of the 2010 California Residential Code.

3. Grants are available for the repair, replacement, or abandonment of domestic water wells and/or associated costs (such as water pump lowering) based on invoices from contracted well drillers and/or water pump installers. The Program Operator must approve a total cost estimate from a contracted well driller and/or water pump installer prior to financing approval to ensure cost reasonableness.

Grants of up to $7,500 are available for Asbestos containment and/or removal.

5. Equity maintenance up to $25,000 – if financing rehabilitation entirely with a loan would cause indebtedness to exceed 100% of after-rehabilitation value; or

6. Grants of up to $20,000 are available for exterior façade improvements such as paint, repair of deteriorated services, windows, roofing, garage door repair/replacement, fence repairs and installation of drought tolerant landscape.

B. HOME and CDBG provide grants for all actual costs of lead-based paint evaluation and reduction activities.

C. HOME and CDBG provide grants for relocation assistance. See Relocation Assistance Plan, **Attachment E**.

1. Owner-Occupant – Limit of $5,000.

2. Residential Tenant – Assistance will be provided at the level necessary to comply with the Uniform Relocation Act (URA) and Section 104(d) of the Housing and Community Development Act of 1974. **Note: HOME funds cannot be used for tenant-occupied units.**

D. HOME-funded projects include grants, if necessary, to cover the costs of financing in excess of available equity. Available equity will be determined by subtracting the current total indebtedness from the after-rehabilitation value. Grants provided may be up to 25 percent of the applicable HUD Per-Unit Subsidy Limits established pursuant to 24 CFR 92.250 (a). This grant amount is in addition to any grant funds provided pursuant to Section 4.4.B. and 4.4.C.

E. **Grants are not available in CalHome-funded programs**.

4.5. APPRAISAL

A. The After-Rehab Value for rehabilitation projects is determined using the "Estimates of value" method. The Sponsor or Program Operator determines estimates of value

based on the sale prices of at least three (3) comparable properties, sold within the last six months (within one year of the assistance date, which is the date the promissory note is signed), and located within one mile of the subject property. The participants' file will include the estimate of value and document the basis for the value estimates. The purpose of the "Estimates of value" is to determine that the After-Rehabilitation Value Limit of the housing unit will not exceed the permitted amount per HCD Program regulations **(See Attachment C)**. If three comparable properties cannot be found, or if there is any question regarding the After-Rehab Value, the ARV will be determined by a licensed appraiser, as described in Section 4.5.B. below.

B. A licensed appraiser determines the After-Rehab Value for rehabilitation projects, when the "Estimates of value" method cannot be used. For rehabilitation projects the appraiser determines the value of the unit with the rehabilitation building plans and specifications included. For HOME only, the cost of the appraisal will be paid by the Sponsor, not by the homeowner. The purpose of the appraisal is to determine that the after-rehabilitation value of the housing unit will not exceed the permitted amount per HCD Program regulations **(See Attachment C),** and that the combined loans will not exceed the maximum combined loan-to-value limit, as described in Section 4.2.A above.

C. The After-Rehab Value for reconstruction projects is determined by a licensed appraiser. The After-Rehab Value for reconstruction projects is determined by an appraisal completed off the building plans and specifications for the new home. For HOME only, the cost of the appraisal will be paid by the Sponsor, not by the homeowner. The purpose of the appraisal is to determine that the After-Rehabilitation Value Limit of the housing unit will not exceed the permitted amount per HCD Program regulations **(See Attachment C)**.

4.6. INSURANCE

4.6.1. FIRE INSURANCE

The homeowner shall maintain fire insurance on the property for the duration of the Program loan(s). This insurance must be an amount adequate to cover all encumbrances on the property. The insurer must identify the Sponsor as Loss Payee for the amount of the Program loan(s). Evidence of this shall be provided to the Sponsor.

In the event the applicant fails to make the fire insurance premium payments in a timely fashion, the Sponsor at its option, may make such payments for a period not to exceed 60 days. The Sponsor may, in its discretion and upon the showing of special circumstances, make such premium payments for a longer period of time. Should the Sponsor make any payments, it may, in its sole discretion, add such payments to the principal amount that the applicant is obligated to repay the Sponsor under this Program. The premium may be paid by the Program loan for one year. **Note: HOME and CDBG funds cannot be used to pay insurance cost beyond those identified as initial loan costs**. **Note: CalHome funds can not be used to pay insurance at any time.**

4.6.2. FLOOD INSURANCE

For homes in a 100-year flood zone, the owner is required to maintain flood insurance in an amount adequate to secure the Program loan and all other encumbrances. This policy must designate the Sponsor as Loss Payee and a binder shall be provided to the Sponsor and maintained in the borrowers file. The premium may be paid by the Program loan for one year. **Note: HOME funds cannot be used to pay insurance cost beyond those identified as initial loan costs**. **Note: CalHome funds can not be used to pay insurance at any time.**

4.7. LOAN SECURITY

A. Loan security for all owner-occupied rehabilitation stick-built homes will be secured by the real property and improvements, and will also include a Deed of Trust, Promissory Note and Loan Agreement in favor of the Sponsor.

B. A manufactured home in a mobile home park or on leased land that is not on a permanent foundation will be secured by an HCD 480.7 or an HCD 484 Statement of Lien, and will also include a Promissory Note and Loan Agreement.

C. Entering a subordinate lien is acceptable. However, the Sponsor will not subordinate a first lien position once established.

5.0. PROGRAM LOAN SERVICNG AND MAINTENANCE

5.1. PAYMENTS ARE VOLUNTARY

Borrowers may begin making voluntary payments at any time.

5.2. RECEIVING LOAN REPAYMENTS

A. Program loan payments will be made to:

City of Dinuba
405 E. El Monte Way
Dinuba, CA 93618

B. The Sponsor will be the receiver of loan payments or recapture 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 appropriate Program Income Account, as required by all three HCD programs. The Program Sponsor will accept loan payments from borrowers prepaying deferred loans, from borrowers making payments in full upon sale or transfer of the property, and homeowners of tenant-occupied units. 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.

5.3. LOAN SERVICING POLICIES AND PROCEDURES

See **Attachment F** 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.

5.4. LOAN MONITORING PROCEDURES

Homeowners will be required to submit each of the following to the Sponsor at the time of annual occupancy verification per Attachment F:

- Proof of occupancy in the form of a copy of a current utility bill;
- Statement of unit's continued use as a residence;
- Declaration that other title holders do not reside on the premises;
- Verification that Property Taxes are current; and
- Verification of current required insurance policies.

5.5. DEFAULT AND FORECLOSURE

If an owner defaults on a loan, and foreclosure procedures are instituted, they shall be carried out according to the Program Foreclosure Policy adopted by the Sponsor, and attached to these guidelines as **Attachment G**.

5.6. SUBORDINATIONS

The Sponsor may approve a request to subordinate a loan, in order for the owner to refinance the property, under the following conditions:

A. The lien position of the Sponsor loan will remain the same or be advanced.

B. The new primary loan is no greater than the balance of the loan being refinanced, except the costs of refinancing the loan may be added to the principal balance.

C. The purpose of the new primary loan is to reduce the interest rate being paid and/or reduce the owner's payment.

D. The refinanced loan must have an impound account for taxes and insurances.

E. The refinancing terms must be acceptable to the Sponsor.

F. CDBG allows refinancing with CDBG funds in conjunction with only rehabilitation of the unit.

6.0. CONSTRUCTION

6.1. STANDARDS

A. All repair work will meet Local Building Code standards. At a minimum, health

and safety hazards must be eliminated. For CDBG and CalHome the priority will be the elimination of health and safety hazards. Sponsor may also require elimination of code deficiencies. When HOME funds are used for housing rehabilitation, the property must meet all applicable current codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. However, if certain components of the house are sound and were built to code prescribed at the time of installation, no repair or alteration will be made to those components. Section 8 Housing Quality Standards may be required on rentals by Sponsor when CDBG funds are used.

B. Contracting Process

1. Contracting will be done on a competitive basis.

2. The homeowner will be the responsible agent, but the Sponsor and/or its Program Operator will prepare the work write-up, prepare and advertise the bid package, and assist the owner in negotiating the construction contract.

3. The Sponsor does not warrant any construction work, or provide insurance coverage.

C. Approved Contractors

1. Contractors are required to be licensed with the State of California, and be active and in good standing with the Contractors' License Board.

2. Contractors will be checked against HUD's list of federally debarred contractors. No award will be granted to a contractor on this list.

3. Contractors must have public liability and property damage insurance, and worker's compensation, unemployment and disability insurance, to the extent required by State law.

4. Contractor must agree to comply with all federal and state regulations.

D. Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as identified in Section 3.3.A. **Note: Units funded solely with CalHome funds are not required to comply with LBP regulations.**

E. Units constructed prior to 1978 will also be inspected according to the following HUD regulations. **Note: Units funded solely with CalHome funds are not required to comply with LBP regulations**. For CDBG-funded programs, please refer to Chapter 20, Lead-Based Paint Requirements for guidance in the CDBG Grant Management Manual.

1. If the total amount of Federal assistance or the total amount of rehabilitation hard cost is up to and including $5,000, the following is required:
   (a) Paint testing or presume LBP;
   (b) Clearance of disturbed work areas; and
   (c) Notifications listed in Section 3.3.A.

2. If the amount of Federal assistance or the total amount of rehabilitation hard cost

is more than $5,000 up to and including $25,000, the following is required:

(a) Paint testing or presume LBP;
(b) Risk assessment; and
(c) Clearance of unit.

If LBP hazards are identified, interim controls will be implemented. This level will also require a notice of "Abatement of Lead Hazards Notification" at least five days prior to starting work.

3. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more that $25,000, the following is required:
   (a) Items (a), (b), and (c) of 2. above;
   (b) Abatement of all LBP hazards identified or produced;
   (c) Use of interim controls on exterior surfaces not disrupted by rehab; and all notices listed above in Sections 3.3.A. and 6.1.F.2.

4. All paint tests that result in a negative finding of lead-based paint are exempt from any and all additional requirements. If defective paint surfaces are found, they will be properly treated or abated. A State-certified Inspector/Assessor will perform all paint testing, risk assessments, and clearances. A trained supervisor may oversee interim controls; however, a certified supervisor and workers will perform all abatement.

6.2. ELIGIBLE CONSTRUCTION COSTS

"Rehabilitation" means, in addition to the definition in Section 50096 of the Health and Safety Code, repairs and improvements to a manufactured home necessary to correct any condition causing the home to be substandard pursuant to Section 1704 of Title 25, California Code of Regulations. Rehabilitation also includes room additions to alleviate overcrowding. Rehabilitation also means repairs and improvements where necessary to meet any locally-adopted standards used in local rehabilitation programs. Rehabilitation does not include replacement of personal property.

Rehabilitation includes reconstruction. Federal law and policy allows the use of HOME funds to demolish and reconstruct owner-occupied residential structures. Reconstruction is defined as the demolition and construction of a structure. The Sponsor and/or Program Operator must document that the reconstruction costs are less than the cost to rehabilitate the existing substandard housing. This will be done using the State's CDBG Test for Reconstruction, for projects funded with CDBG funds; or, using the State's HOME Test for Reconstruction, for projects funded with HOME funds.

Additionally, the Sponsor must determine that the project's value after reconstruction (housing and land combined) is less that the HOME Homeownership Value Limits for the Sponsor's jurisdiction (**see Attachment C**).

The residential structure to be reconstructed must be a structure with cooking, eating, sleeping, and sanitation facilities which has been legally occupied as a residence within the preceding 12 months. Fifth wheels or recreational vehicles, for example, are not considered dwellings and therefore are not eligible under this Program.

Like for like requires that the structure being demolished must be replaced with a like structure (replace manufactured housing with manufactured housing, for example). However, additions may be approved by the HCD Program when required by Codes/Ordinances or to alleviate overcrowding **(see Attachment C).**

Temporary relocation benefits must be planned for and budgeted into the total allowable subsidy for the project, but if required would be in the form of a grant.

Depending on the outcome of the Statutory Worksheet (Environmental test), a reconstructed project may require Authority from the State before funds are committed to the project.

Allowable rehabilitation\reconstruction costs include:

A. Cost of building permits and other related government fees.

B. Cost of architectural, engineering, and other consultant services which are directly related to the rehabilitation of the property.

C. For CDBG and CalHome, costs associated with the repair, replacement, or abandonment of domestic water wells and/or associated costs (such as water pump lowering).

D. Rehabilitation or Replacement of a manufactured home not on a permanent foundation. Rehabilitation of a manufactured home may include the replacement of the unit with a used manufactured home and the cost to repair it, as long as the unit has been occupied and not used as a demonstration model. Should the unit meet the criteria for reconstruction a new manufactured home can be used for replacement and all cost associated with the purchase and transportation can be added to the loan. For CalHome and CDBG, manufactured housing on permanent foundations may be replaced by stick-built structures.

   CalHome requires the following for manufactured housing/mobile home to stick-built replacements:

   1) Verification that the owner of the mobile home is also the landowner. The registration certificate and a preliminary title report must be submitted with the Borrower summary package. Any past due registration fees must be paid.
   2) Provide written justification as to why the mobile home is being replaced and not repaired.
   3. Ensure the new structure is "reasonable" for the size of the current household.

E. Owner-occupied rehabilitation activity delivery fees, pursuant to Section 7733(f), as reimbursement to the Sponsor for the actual costs of services rendered to the homeowner that are incidentally but directly related to the rehabilitation work (e.g. planning, engineering, construction management, including inspections and work write-ups).

F. Rehabilitation will address the following issues in the order listed. Eligible costs are included for each item.

1. Health and Safety Issues

   Eligible costs include, but are not limited to, energy-related improvements, lead-based paint hazard evaluation and reduction activities, improvements for handicapped accessibility, and repair or replacement of major housing systems.

   Per the federal HOME Regulations at 24 CFR Part 92.251(b), Major Systems are:

   - structural support
   - roofing
   - cladding and weatherproofing (e.g., windows, doors, siding, gutters)
   - plumbing
   - electrical
   - heating, ventilation, and air conditioning.

   Upon project completion, each of the major systems must have a remaining useful life for a minimum of five (5) years, so these systems must be rehabilitated or replaced as part of the rehabilitation work in order to achieve this requirement.

   A driveway may be considered part of rehabilitation if it is determined to be a health and safety issue.

2. Code and Regulation Compliance

   Eligible costs include, but are not limited to, additional work required to rehabilitate and modernize a home to bring it into compliance with current building codes and regulations. Painting and weatherization are included.

3. Demolition

   Eligible costs include, but are not limited to, the tear down and disposal of dilapidated structures when they are a part of the reconstruction of an affordable housing unit. If a garage or carport is detached, it may not be rehabilitated but may be demolished, if it is determined to be a health and safety issue.

4. Upgrades

   Eligible costs include additional bedrooms and bathrooms if the need can be demonstrated per HUD's or Sponsor's overcrowding guidelines listed in **Attachment C**. The Program will not fund additions to a home for a den or family room, or for any luxury items.

   The CalHome Program's requirement is that a bedroom or bathroom can be added to omit overcrowding, and this is up to the Recipient to decide what is overcrowding.

5. General Property Improvements

   Eligible costs include, but are not limited to: addition or replacement of an oven, stove, dishwasher, or fixture; replacing floor coverings; painting; and repair or installation of fencing.

   All improvements must be physically attached to the property and permanent in nature. Non-code general property improvements (including fencing, landscaping, driveway, etc.) will be *limited to 15 percent* of the rehabilitation loan amount. Any cash contribution by the property owner will be considered a general property improvement and be included in this percentage. Luxury items are not permitted. Items such as stoves and dishwashers that are not built-in may be replaced due only to incipient failure or documented medical condition of the homeowner, and must be of moderate quality.

   For HOME and CalHome, replacement of a refrigerator is not allowed. For CalHome, repair or installation of fencing is not allowed.

6. Rehabilitation Standards

   All repair work related to health and safety conditions will meet Local Building Code standards. The priority will be the elimination of all health and safety hazards and code compliance, which is required for HOME-funded projects.

6.3. ELIGIBLE PROJECT COSTS

Examples of eligible project costs for all administrative expenses related to the paperwork for processing and insuring a loan application are listed below. For HOME, these costs are considered activity delivery costs and may not be charged to the homeowner's loan.

- Appraisal
- Property Report/Title Insurance
- Building Plan
- Termite Report
- Land Survey
- Grading Plan
- Recording Fees
- Fire/Course of Construction Insurance
- Flood Insurance, as applicable (not allowed with CalHome or HOME funds)

Costs are based on charges currently incurred by the Sponsor, or its Program Operator, for these products and/or services. Except for HOME loans, any cost increases charged to the Sponsor/Program Operator for these products and/or services will be passed on to the homeowner and included in the loan. All fees are subject to change and are driven by the market.

6.4. REPAIR CALLBACKS

Contractors will comply with State law regarding all labor and material warranties. All labor and material shall meet FHA minimum specifications.

7.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

7.1. AMENDMENTS

The Sponsor may make amendments to these Participant Guidelines. Any changes made shall be in accordance with federal and state regulations, shall be approved by the Sponsor's Loan Committee and/or local governing body and submitted to HCD for approval.

7.2. EXCEPTIONS

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.

7.2.1 PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

A. The Sponsor or its Program Operator may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the Sponsor's/Program Operator'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 decision.

8.0. DISPUTE RESOLUTION AND APPEALS PROCEDURES

8.1. PROGRAM COMPLAINT AND APPEAL PROCEDURE

Complaints concerning the Sponsor's Rehabilitation Program should be made to the Program Operator first. If unresolved in this manner, the complaint or appeal shall be made in writing and filed with the Sponsor. The Sponsor will then schedule a meeting with the Sponsor's 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 local governing body. Final appeal may be filed in writing with HCD within one year after denial or the filing of the Project Notice of Completion.

8.2. GRIEVANCES BETWEEN PARTICIPANTS AND CONSTRUCTION CONTRACTOR

Contracts signed by the contractor and the participant include the following clause, which provides a procedure for resolution of grievances:

> Any controversy arising out of or relating to this Contract, or the breach thereof, 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 who 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 shall be entitled to recover from the other all attorney's fees and costs of arbitration.

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 A-1

Title 25 Section 6914 Gross Income Inclusions – For CalHome activities

"Gross income" shall mean the anticipated income of a person or family for the twelve-month period following the date of determination of income.

"Income" shall consist of the following:

(a) Except as provided in subdivision (b), "Exclusions", all payments from all sources received by the family head (even if temporarily absent) and each additional member of the family household who is not a minor shall be included in the annual income of a family. Income shall include, but not be limited to:

(1) The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses;

(2) The net income from operation of a business or profession or from rental or real or personal property (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business);

(3) Interest and dividends;

(4) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts;

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay;

(6) Public Assistance. If the public assistance payment includes any amount specifically designated for shelter and utilities which is subject to adjustment by the public assistance agency in accordance with the actual cost of shelter and utilities, the amount of public 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 and utilities, plus

(B) The maximum amount which the public assistance agency could in fact allow for the family for shelter and utilities,

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

All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse.

PART 5 ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS

This table presents the 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).

Statements from 24 CFR Part 5 – Last Modified: 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 B-1

Title 25 Section 6914 Gross Income Inclusions – For CalHome activities

(b) The following items shall not be considered as income:

(1) Casual, sporadic or irregular gift items;

(2) Amounts which are specifically for or in reimbursement of the cost of medical expenses;

(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;

(4) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment. Any amounts of such scholarships, or payments to veterans not used for the above purposes of which are available for a subsistence are to be included in income;

(5) The special pay to a serviceman head of a family away from home and exposed to hostile fire;

(6) Relocation payments made pursuant to federal, state, or local relocation law;

(7) Foster child care payments;

(8) The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is an excess of the amount actually charged the eligible household;

(9) Payments received pursuant to participation of the following volunteer programs under the ACTION Agency:

(A) National Volunteer Antipoverty Programs which include VISTA, Service Learning Programs and Special Volunteer Programs.

(B) National Older American Volunteer Program for persons aged 60 and over which include Retired Senior Volunteer Programs, Foster Grandparent Program, older American Community Services Program, and National Volunteer Program to Assist Small Business Experience, Service Corps of Retired Executive (SCORE) and Active Corps of Executives (ACE).

ATTACHMENT C

HOME PROGRAM HOMEOWNERSHIP VALUE LIMITS FOR TULARECOUNTY
(HOME Value Limits as of 06/1/2021)

TULARE COUNTY	One-Family
243,000	$304,000

[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]

CALHOME MAXIMUM SALES PRICE / VALUE LIMIT

1 as established by comparable sales or information provided by the California Real Estate Association. https://www.car.org/en/marketdata/data/countysalesactivity

HOME PER-UNIT SUBSIDY LIMITS FOR TULARE COUNTY
(Limits are effective 3-17-2022)

O-BDR	1-BDR	2-BDR	3-BDR	4-BDR
$159,724	$183,132	$222,694	$288,094	$316,236

CALHOME SUBSIDY LIMIT (as of 09/01/2021 NOFA)

Maximum assistance per unit is established by the most current CalHome NOFA. Current limits are $100,000 for housing rehabilitation, and $150,000 for reconstruction projects.

HOME PROGRAM HOUSEHOLD INCOME LIMITS FOR TULARE COUNTY*
(Limits are effective 06/1/2021)

Number of Persons in Household								
	1	**2**	**3**	**4**	**5**	**6**	**7**	**8**
80% of AMI	$39,050	$44,600	$50,200	$55,750	$60,250	$64,700	$69,150	$73,600

HCD 2021 INCOME LIMITS FOR CALHOME ADJUSTED FOR FAMILY SIZE FOR TULARE COUNTY

Income Level	Household Size							
	1	2	3	4	5	6	7	8
80%	$39,150	$44,750	$50,350	$55,900	$60,400	$64,850	$69,350	$73,800

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 and HOME Income, Value and Rent Limits"; for CalHome income limits, choose "Official State Income Limits").

SPONSOR STANDARDS FOR BEDROOM AND BATHROOM ADDITIONS TO ALLEVIATE OVERCROWDING

Maximum No. of Persons in the Household	Number of Bedrooms	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**	**3**
10	**5-BR**	**3**
12	**6-BR**	**4**

- Opposite sex children under 6 years of age may share a bedroom, up to 2 children per bedroom.
- Opposite-sex children 6 years of age and older may have their own bedroom.
- Children shall be permitted a separate bedroom from their parents.
- Same-sex children of any age may share a bedroom, up to 2 children per bedroom.
- Adults not in a partner relationship may have their own bedroom.
- **4** or more people – a second bathroom may be added.
- **8** or more people – a third bathroom may be added.
- Same rules apply to mobile home units.

The chart above is used as a guide to overcrowding.

ATTACHMENT D

HOUSING REHABILITATION MARKETING PLAN

SUMMARY

The Sponsor will continue its efforts to market the Housing Rehabilitation Program in a manner that will reach all community members.

All marketing related to the Housing Rehabilitation Program is publicized in both English and Spanish. All marketing materials include information identifying the Sponsor's commitment to fair housing laws and affirmative marketing policy, and are widely distributed. Equal opportunity is emphasized in written materials and oral presentations. A record is maintained by the Sponsor identifying what marketing materials are used, and when and where they are distributed.

Forms of marketing may include fliers, brochures, newspaper ads, articles and public service announcements. Fliers and brochures are distributed at local government buildings, other public buildings and through the mail, as well as to businesses that assist those not likely to apply without special outreach. Advertisements and articles are published in newspapers that are widely circulated within the community.

Established working relationships with local lending agencies also aid in informing the public by facilitating the distribution of informational fliers to households seeking financial assistance for repairs that are unable to obtain conventional financing.

Informational meetings are offered to potential participants to explain Program requirements. Often, minimal formal outreach efforts are required as the need for assistance generally exceeds funds available. However, marketing measures are actively performed in order to maintain a healthy interest list.

Characteristics on all applicants and participants are collected and compared with the Sponsor's demographics. Should the Sponsor find that there are underserved segments of the population, a plan to better serve them will be developed and implemented.

MARKETING FORMS

- Fliers
- Brochures
- Newspaper Ads and Articles
- Public Service Announcements
- Public Informational Meetings

MARKETING VENUES

- Local Government Buildings
- Local Public Services Buildings
- Private Businesses
- Lending Agencies
- Real Estate Offices
- Newspaper
- Radio
- Mail

ATTACHMENT E

RESIDENTIAL ANTI-DISPLACEMENT AND TEMPORARY RELOCATION PLAN
Version 2

The Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, require all grantees of Community Development Block Grant (CDBG) funds or Home Investment Partnership (HOME) funds to follow a written Residential Anti-displacement and Relocation Assistance Plan (Plan) for any activities which could lead to displacement of occupants whose property is receiving funds from these or other federal funding source. Having been developed in response to both aforesaid federal legislations, this Plan is intended to inform the public of the compliance of the CITY OF DINUBA (Sponsor) with the requirements of federal regulations 24 CFR 570.606 under state recipient requirements and Section 104(d) of the Housing and Community Development Act of 1974 and 24 CFR 92 of the HOME federal regulations. The Plan will outline reasonable steps, which the Sponsor will take to minimize displacement and ensure compliance with all applicable federal and state relocation requirements. The Sponsor's governing body has adopted this plan via a formal resolution.

This Plan will affect rehabilitation activities funded by the U.S. Department of Housing and Urban Development (HUD) under the following program titles: HOME, CDBG, Urban Development Action Grant (UDAG), Special Purpose Grants, Section 108 Loan Guarantee Program, and such other grants as HUD may designate as applicable, which take place with in the Sponsor's jurisdiction limits.

The Sponsor will provide permanent relocation benefits to all eligible "displaced" households either owner-occupied or renter-occupied units which are permanently displaced by the housing rehabilitation program **(See Section E below.)**. In addition, the Sponsor will replace all eligible occupied and vacant occupiable low-income group dwelling units demolished or converted to a use other than low income group housing as a direct result of rehabilitation activities. This applies to all units assisted with funds provided under the Housing and Community Development Act of 1974, as amended, and as described in the Federal Regulations 24 CFR 570.496(a), Relocation, Displacement and Acquisition: Final Rule dated July 18, 1990 (Section 104(d)) and 49 CFR Part 24, Uniform Relocation Assistance (URA) and Real Property Acquisition Regulations Final Rule and Notice (URA) dated March 2, 1989.

All Sponsor programs/projects will be implemented in ways consistent with the Sponsor's commitment to Fair Housing. Participants will not be discriminated against on the basis of race, color, religion, age, ancestry, national origin, sex, familial status, or handicap. The Sponsor will provide equal relocation assistance available 1) to each targeted income group household displaced by the demolition or rehabilitation of housing or by the conversion of a targeted income group dwelling to another use as a direct result of assisted activities; and 2) to each separate class of targeted income group persons temporarily relocated as a direct result of activities funded by HUD programs.

A. Minimizing Permanent Displacement and Temporary Relocation Resulting from Housing Rehabilitation or Reconstruction Activities

   Consistent with the goals and objectives of activities assisted under the Act, the Sponsor will take the following steps to minimize the displacement of persons from their homes during housing rehabilitation or reconstruction funded by HUD programs:

   1. Provide proper notices with counseling and referral services to all tenants so that they understand their relocation rights and receive the proper benefits. When necessary assist

permanently displaced persons to find alternate housing in the neighborhood.

2. Stage rehabilitation of assisted households to allow owner occupants and/or tenants to remain during minor rehabilitation.

3. Encourage owner investors to temporarily relocate tenants to other available safe and sanitary vacant units on the project site area during the course of rehabilitation or pay expenses on behalf of replaced tenants.

4. Work with area landlords, real estate brokers, and/or hotel/motel managements to locate vacancies for households facing temporary relocation.

5. When necessary, use public funds, such as CDBG funds, to pay moving costs and provide relocation/displacement payments to households permanently displaced by assisted activities.

B. Lead Based Paint Mitigation Which Causes Temporary Relocation:

On September 15, 2000, the Final Rule for Lead Based Paint Hazard Control went into effect. Among other things, it requires that federally-funded rehabilitation must use safe work practices so that occupants and workers can be protected from lead hazards. **At no time should the tenant-occupant(s) be present in work areas or designated adjacent areas while LHC activities are taking place in any dwelling unit interior, common area, or exterior.** As such, occupants may not be allowed to remain in their units during the time that lead-based paint hazards are being created or treated. Once work that causes lead hazards has been completed, and the unit passes clearance, the occupants can return. **The tenant-occupants may not reoccupy a work area or adjacent area until post-lead hazard reduction clearance standards have been achieved and verified with laboratory results.** The final rule allows for certain exceptions: programs:

1. The work will not disturb lead-based paint, or create dust-lead or soil-lead hazard; or

2. The work is on exterior only and openings are sealed to prevent dust from entering the home, the work area is cleaned after the work is completed, and the residents have alternative lead free entry; or

3. The interior work will be completed in one period of less than 8-daytime hours and the work site is contained to prevent the release of dust into other areas of the home; or

4. The interior work will be completed within five (5) calendar days, the work site is contained to prevent the release of dust, the worksite and areas within 10 feet of the worksite are cleaned at the end of each day to remove any visible dust and debris, and the residents have safe access to kitchen and bath and bedrooms.

If temporary relocation benefits are not provided because the Sponsor believes that the project meets one of the above criteria, then proper documentation must be provided in the rehabilitation project file to show compliance. It is up to the Sponsor to ensure that the owner occupant or tenant in the project does not get impacted by lead paint mitigation efforts. In most cases where lead paint mitigation is taking place, occupants (tenants or owners) will be strongly encouraged to relocate even for just a few days until a final lead clearance can be issued by a certified lead based paint assessor. Occupants who are temporarily relocated because of lead based paint mitigation are entitled to the same relocation benefits as those who are relocated because of substantial rehabilitation or

reconstruction activities.

C. Temporary Relocation of Owner Occupants:

Owner occupants are not allowed to stay in units which are hazardous environments during lead based paint mitigation. When their home is having lead based paint mitigation work done which will not make it safe to live in, then they are eligible for temporary relocation benefits up to $5,000, which will be provided as a grant. In the same way, a unit requiring substantial rehabilitation (with or without lead based paint mitigation) which will not allow the family to access a bath or kitchen facility, or if the unit is being demolished and reconstructed, then the family will be eligible for temporary relocation benefits up to $5,000, which will be provided as a grant. In no case shall the grant for temporary relocation exceed $5,000 for any one owner occupant.

Owner occupants will be encouraged to move in with family or friends during the course of rehabilitation, since they are voluntarily participating in the Program. The housing rehabilitation loan specialist and/or the rehabilitation construction specialist will complete a temporary relocation benefits form **(See Appendix C)** to document that the owner occupant understands that they must relocate during the course of construction and what benefits they wish to be reimbursed for as part of their relocation.

D. Temporary Relocation of Residential Tenants:

If continued occupancy during rehabilitation is judged to constitute a substantial danger to health and safety of the tenant or the public, or is otherwise undesirable because of the nature of the project, the tenant may be required to relocate temporarily. The contract administrator or rehabilitation specialist will make determination of the need for temporary relocation. The temporary relocation period will not exceed 180 days. All conditions of temporary relocation will be reasonable. Any tenant required to relocate temporarily will be helped to find another place to live which is safe, sanitary and of comparable value and they have the first right to move back into the original unit being rehabilitated at the same rent or lower. He or she may move in with family and friends and still receive full or partial temporary assistance based on eligible cost incurred. The housing rehabilitation loan specialist and/or the rehabilitation specialist will ensure that each tenant-occupied unit under the Program will receive a General Information Notice (GIN) (as soon as possible after a loan application is received) and the tenant will receive a Notice of Non-displacement (after loan approval), and each tenant-occupied unit will have a temporary relocation benefits form completed for them. **(See Appendix C).** These notices will document that each tenant understands what their relocation rights are, and if they must relocate during the course of construction, that they receive the proper counseling and temporary relocation benefits.

A tenant receiving temporary relocation shall receive the following:

1. Increased housing costs (e.g. rent increase, security deposits) and

2. Payment for moving and related expenses, as follows:

    a. Transportation of the displaced persons and personal property within 50 miles, unless the grantee determines that farther relocation is justified;

    b. Packing, crating, unpacking, and uncrating of personal property;

    c. Storage of personal property, not to exceed 12 months, unless the grantee determines that

a longer period is necessary;

d. Disconnection, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property;

e. Insurance for the replacement value of personal property in connection with the move and necessary storage;

f. The replacement value of property lost, stolen or damaged in the process of moving (not through the fault of the displaced person, his or her agent, or employee) where insurance covering such loss, theft or damage is not reasonably available;

g. Reasonable and necessary costs of security deposits required to rent the replacement dwelling;

h. Any costs of credit checks required to rent the replacement dwelling;

i. Other moving related expenses as the grantee determines to be reasonable and necessary, except the following ineligible expenses:
    1) Interest on a loan to cover moving expenses; or
    2) Personal injury; or
    3) Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before the Grantee; or
    4) Costs for storage of personal property on real property already owned or leased by the displaced person before the initiation of negotiations.

E. Rehabilitation Activities Requiring Permanent Displacement

The Sponsor's rehabilitation program will not typically trigger permanent displacement and permanent displacement activities fall outside of the scope of this plan. If a case of permanent displacement is encountered, then the staff responsible for the rehabilitation program will consult with Sponsor's legal counsel to decide if they have the capacity to conduct the permanent displacement activity. If local staff does not have the capacity, then a professional relocation consultant will be hired to do the counseling and benefit determination and implementation. If local staff does wish to do the permanent displacement activity then they will consult and follow the HUD Relocation Handbook 1378.

F. Rehabilitation Which Triggers Replacement Housing

If the Sponsor's rehabilitation program assists a property where one or more units are eliminated then under Section 104 (d) of the Housing and Community Act of 1974, as amended applies and the Sponsor is required to replace those lost units. An example of this would be a duplex unit which is converted into a single family unit. In all cases where rehabilitation activities will reduce the number of housing units in the jurisdiction, then the Sponsor must document that any lost units are replaced and any occupants of reduced units are given permanent relocation benefits. (This does not apply to reconstruction or replacement housing done under a rehabilitation program where the existing unit(s) is demolished and replaced with a structure equal in size without in loss number of units or bedrooms.)

Replacement housing will be provided within three years after the commencement of the demolition

or conversion. Before entering into a contract committing the Sponsor to provide funds for an activity that will directly result in such demolition or conversion, the Sponsor will make this activity public (through a noticed public hearing and/or publication in a newspaper of general circulation) and submit to the California Department of Housing and Community Development or the appropriate federal authority the following information in writing:

1. A description of the proposed assisted activity;

2. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as targeted income group dwelling units as a direct result of the assisted activity;

3. A time schedule for the commencement and completion of the demolition or conversion;

4. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;

5. The source of funding and a time schedule for the provision of the replacement dwelling units;

6. The basis for concluding that each replacement dwelling unit will remain a targeted income group dwelling unit for at least 10 years from the date of initial occupancy; and,

7. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a two-bedroom unit with two one-bedroom units) is consistent with the housing needs of targeted income group households in the jurisdiction.

The Program Operator for the Sponsor is responsible for tracking the replacement of housing and ensuring that it is provided within the required period. The Sponsor is responsible for ensuring requirements are met for notification and provision of relocation assistance, as described in Section 570.606, to any targeted income group displaced by the demolition of any dwelling unit or the conversion of a targeted income group dwelling unit to another use in connection with an assisted activity.

G. Record Keeping and Relocation Disclosures/Notifications

The Sponsor will maintain records of occupants of federally-funded rehabilitated, reconstructed or demolished property from the start to completion of the project to demonstrate compliance with section 104(d), URA and applicable program regulations. Each rehabilitation project, which dictates temporary or permanent or replacement activities, will have a project description and documentation of assistance provided. (See sample forms in HUD Relocation Handbook 1378, Chapter 1, Appendix 11, form HUD-40054)

Appropriate advisory services will include reasonable advance written notice of (a) the date and approximate duration of the temporary relocation; (b) the address of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period; (c) the terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling.

Notices shall be written in plain, understandable primary language of the persons involved. Persons who

are unable to read and understand the notice (e.g. illiterate, foreign language, or impaired vision or other disability) will be provided with appropriate translation/communication. Each notice will indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help. The notices and process below is for only temporary relocation. If permanent relocation is involved then other sets of notice and noticing process and relocation benefits must be applied (See HUD relocation handbook 1378 for those forms and procedures) The Temporary Relocation Advisory Notices to be provided are as follows:

1. General Information Notice: As soon as feasible when an owner investor is applying for Federal financing for rehabilitation, reconstruction, or demolition, the tenant of a housing unit will be mailed or hand delivered a General Information Notice that the project has been proposed and that the tenant will be able to occupy his or her present house upon completion of rehabilitation. The tenant will be informed that the rent after rehabilitation will not exceed current rent or 30 percent of his or her average monthly gross household income. The tenant will be informed that if he or she is required to move temporarily so that the rehabilitation can be completed, suitable housing will be made available and he or she will be reimbursed for all reasonable extra expenses. The tenant will be cautioned that he or she will not be provided relocation assistance if he or she decides to move for personal reasons. **See Appendix A for sample notice to be delivered personally or by certified mail.**

2. Notice of Non Displacement: As soon as feasible when the rehabilitation application has been approved, the tenant will be informed that they will not be permanently displaced and that they are eligible for temporary relocation benefits because of lead based paint mitigation or substantial rehabilitation, or reconstruction of their unit. The tenant will also again be cautioned not to move for personal reasons during rehabilitation, or risk losing relocation assistance. **See Appendix B for sample notice to be delivered personally or by certified mail.**

3. Disclosure to Occupants of Temporary Relocation Benefits: This form is completed to document that the Sponsor is following it's adopted temporary relocation plan for owner occupants and tenants. **See Appendix C for a copy of the disclosure form.**

4. Other Relocation/Displacement Notices: The above three notices are required for temporary relocation. If the Sponsor is attempting to provide permanent displacement benefits then there are a number of other forms which are required. Staff will consult HUD's Relocation Handbook 1378 and ensure that all the proper notices are provided for persons who are permanently displaced as a result of housing rehabilitation activities funded by CDBG or other federal programs.

APPENDIX A

Dear _____,

On (date), (property owner) submitted an application to the _____ for financial assistance to rehabilitate the building which you occupy at (address).

This notice is to inform you that, if the assistance is provided and the building is rehabilitated, you will not be displaced. Therefore, we urge you not to move anywhere at this time. (If you do elect to move for reasons of your choice, you will not be provided relocation assistance.)

If the application is approved and Federal assistance is provided for the rehabilitation, you will be able to lease and occupy your present apartment (or another suitable, decent, safe and sanitary apartment in the same building) upon completion of the rehabilitation. Of course, you must comply with standard lease terms and conditions.

After the rehabilitation, your initial rent, including the estimated average monthly utility costs, will not exceed the greater of (a) your current rent/average utility costs, or (b) 30 percent of your gross household income. If you must move temporarily so that the rehabilitation can be completed, suitable housing will be made available to you for the temporary period, and you will be reimbursed for all reasonable extra expenses, including all moving costs and any increase in housing costs.

Again, we urge you not to move. If the project is approved, you can be sure that we will make every effort to accommodate your needs. Because Federal assistance would be involved, you would be protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

This letter is important and should be retained. You will be contacted soon. In the meantime, if you have any questions about our plans, please contact (name), (title), at (telephone number), (address).

Sincerely,

(name)
(title)

APPENDIX B

(date)

Dear _____:

On (date), we notified you that the owner of your building had applied for assistance to make extensive repairs to the building. On (date), the owner's request was approved, and the repairs will begin soon.

This is a notice of non-displacement. You will not be required to move permanently as a result of the rehabilitation. This notice guarantees you the following:

1. You will be able to lease and occupy your present apartment [or another suitable, decent, safe and sanitary apartment in the same building/complex] upon completion of the rehabilitation. Your monthly rent will remain until after construction is completed. If increased after construction is done, your new rent and estimated average utility costs will not exceed local fair market rents for your community. Of course, you must comply with all the other reasonable terms and conditions of your lease.

2. If you must move temporarily so that the repairs can be completed, you will be reimbursed for all of your extra expenses, including the cost of moving to and from the temporarily occupied unit and any additional housing costs. The temporary unit will be decent, safe and sanitary, and all other conditions of the temporary move will be reasonable.

Since you will have the opportunity to occupy a newly rehabilitated apartment, I urge you not to move. (If you do elect to move for your own reasons, you will not receive any relocation assistance.) We will make every effort to accommodate your needs. Because Federal assistance is involved, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

If you have any questions, please contact (name), (title), at (phone #), (address). Remember; do not move before we have a chance to discuss your eligibility for assistance. This letter is important to you and should be retained.

Sincerely,

(name and title)

APPENDIX C

DISCLOSURE TO OCCUPANT OF TEMPORARY RELOCATION BENEFITS

Top to be completed at time of loan application submittal or Home Visit

Property Address: _____

__ Rental Unit __Owner-Occupied Unit

The rehabilitation loan specialist working on behalf of the City/County of _____ has explained the temporary relocation services and benefits available under the current rehabilitation program relocation plan.

I/we have been advised that the City/County of _____ rehabilitation construction specialist will inform me if I need to be temporarily relocated and will to assist me with scheduling any necessary moves and answer any questions about assistance as needed.

Acknowledged:

_____ _____ _____ _____

Occupant Signature Date Occupant Signature Date

Complete this at time of acceptance of Work Write Up with initials by occupant

The rehabilitation construction specialist for the City/County of _____ has explained the Rehabilitation Scope of Work for our house and I/we agree that it will:

____ Not require I/we to be relocated. **(If initialed then STOP here and sign bottom.)**

____ Yes, I/we need to be temporarily relocated. **(Complete rest of form if initialed.)**

Start date and duration of relocation:

____ Starting on or about _____we will move for all or part of the rehabilitation project.

____ Approximate length of temporary relocation: _____Number of days.

For temporary relocation, I/We elect to (check all that apply):

____ Relocate with friends and family.

____ Relocate into a suitable temporary housing unit identified by rehab specialist.

____ Relocate furnishings only into a temporary storage unit.

____ I/We have been told what our relocation benefits are and elect **Not** to be reimbursed for any eligible relocation expenses.

____ I/We have been told what our relocation benefits are and want to be reimbursed for: _____

_____

By signing, occupant(s) acknowledge receipt of copy of this form:

_____ _____ _____ _____

Occupant Signature Date Occupant Signature Date

ATTACHMENT F

LOAN SERVICING POLICIES AND PROCEDURES
FOR THE CITY OF DINUBA

The City of Dinuba, hereafter called "Sponsor," has adopted these policies and procedures in order to preserve its financial interest in properties, whose "Borrowers" have been assisted with public funds. The Sponsor 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 Sponsor has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions, which are associated with them.

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

1. Loan Repayments:

The Sponsor will collect monthly payments from those borrowers who are obligated to do so under Notes which are amortized promissory notes. Late fees will be charged for payments received after the assigned monthly date.

For Notes which are deferred payment loans, the Sponsor 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 Sponsor as loss payee. Except for HOME-funded loans, if Borrower fails to maintain the necessary insurance, the Sponsor 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 floodplain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance naming the Sponsor as a lender loss payee will be required at close of escrow. The Sponsor 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 Sponsor 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). Wherever possible, the Sponsor encourages Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of

their monthly mortgage payment.

3. Required Request for Notice of Default:

When the Borrower's loan is in second position behind an existing first mortgage, it is the Sponsor's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Sponsor's loan. This document requires any senior lienholder listed in the notice to notify the Sponsor of initiation of a foreclosure action. The Sponsor will then have time to contact the Borrower and assist them in bringing the first loan current. The Sponsor 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 Sponsor 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 Sponsor may 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 repayments, 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 between January 1st and 15th 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 Sponsor in writing of any change. Sponsor and Borrower will work together to ensure the property is kept in compliance with the original Program terms and conditions such that it remains available as an affordable home for low income families. These types of changes are typical when Borrowers do estate planning (adding a relative to title) or if a Borrower dies and property is transferred to heirs or when the property is sold or transferred as part of a business transaction. In some cases the Borrower may move and turn the property into a rental unit without notifying the Sponsor. 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 Sponsor'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. If the heir intends to act as an owner-investor, 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 Sponsor'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 Borrower or new owner investor requests that the existing loan be assumed and agrees to the current Lender rates and terms for owner investor properties and the RLA, then the outstanding balance may be refinanced, subject to the review and approval of the Lender's Loan Committee. If the owner converts any assisted unit from owner-occupied to rental that has received CalHome or HOME funding, 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 Sponsor 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.

6. Requests for Subordinations:

When a Borrower wishes to refinance the property, they must request a subordination request to the Sponsor. The Sponsor will subordinate their loan only when there is no "cash out" as part of the refinance. Cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third-party debt payoffs or additional encumbrance on the property above traditional refinance transaction costs. Furthermore, the refinance should lower the housing cost of the household with a lower interest rate and the total indebtedness on the property should not exceed the current market value.

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; or 4) default on senior loans, the Sponsor will send out a letter to the Borrower notifying them of the default situation. If the default situation continues, the Sponsor may start a formal process of foreclosure.

When a senior lienholder starts a foreclosure process and the Sponsor is notified via a Request for Notice of Default, the Sponsor, 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. Sponsor 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 Sponsor 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, however.

If the Sponsor 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 Sponsor 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 Sponsor can afford to pay for the foreclosure process and pay off the senior lienholder and retain some or all of their investment.

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

Sponsor as Senior Lienholder

When the Sponsor 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 Sponsor may consider foreclosure. Sponsor'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 Sponsor?

3) Can the Borrower sell the property and pay off the Sponsor?

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 Sponsor 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 Sponsor to prevent foreclosure (such as, funds to bring a delinquent BMIR

current or pay off a DPL).

At the end of thirty days, the Sponsor 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 Sponsor 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 Sponsor 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 Sponsor 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 Sponsor could contract with a local real estate broker to list and sell the home and use those funds for Program income-eligible uses.

ATTACHMENT G

CITY OF DINUBA'S
FORECLOSURE POLICY

Sponsor As Junior Lienholder

It is the City of Dinuba's (Sponsor's) policy to prepare and record a "Request for Notice" on all junior liens (any lien after the first position) placed on properties financed by a loan.

This document requires any senior lienholder to notify the Sponsor of initiation (recordation of a "Notice of Default") of a foreclosure only. This is to alert the junior lienholder that they are to monitor the foreclosure with the senior lienholder. When the Sponsor is in a third position and receives notification of foreclosure from only one senior lienholder, it would be in their best interest to contact both senior lienholders regarding the status of their loans.

The junior lienholder may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges, advances (fire insurance premiums, property taxes, property protection costs, etc.), and foreclosure costs (fees for legal counsel, recordings, certified mail, etc.)

Once the Sponsor has the information on the reinstatement amount, staff must then determine if it is cost effective to protect their position by reinstating the senior lienholder, keeping them current by submitting a monthly payment thereafter, foreclosing on the property possibly resulting in owning the property at the end of foreclosure, protecting the property against vandalism, and paying marketing costs (readying the home for marketing, paying for yard maintenance, paying a real estate broker a sales commission).

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

Sponsor As Senior Lienholder

When the Sponsor is in a first position, or the 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 Sponsor may consider foreclosure. Sponsor staff will consider the following factors before initiating foreclosure:

- Can the loan be cured (brought current or paid off) by the owner without foreclosure?

- Can the owner refinance with a commercial lender and pay off the Sponsor?

- Can the owner sell the property and pay off the Sponsor?

- Does the balance warrant foreclosure? (If the balance is under $5,000, the expense to foreclose may not be worth pursuing.)

- 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 Sponsor may opt to initiate foreclosure. The owner 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 Sponsor to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Sponsor 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 Sponsor 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 Sponsor 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 Sponsor would then contact a real estate broker to market the home.

ATTACHMENT H

CERTIFICATION OF OCCUPANCY

CITY OF DINUBA

I/we_____declare as follows:
(Please Print Occupant's Name(s))

That I/we am/are currently occupying as my/our principal place of residence the real property commonly known as:

_____
(Address)

_____
(City, State, Zip code)

Daytime Phone Number: _____

Executed on_____, 20____, at _____, CA
(Date) (City)

I/we declare under penalty of perjury that the foregoing is true and correct.

Signature(s) of all occupants:

Occupant: _____

Occupant: _____

Occupant: _____

Occupant: _____

Occupant: _____

ATTACHMENT I

LEAD-BASED PAINT
VISUAL ASSESSMENT, NOTICE OF PRESUMPTION, AND HAZARD REDUCTION FORM

Section 1: Background Information			
Property Address:			No LBP found or LBP exempt ☐
Select one:	Visual Assessment ☐	Presumption ☐	Hazard Reduction ☐
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 ☐			
Attachment A: Summary where deteriorated paint was found. For multi-family housing, list at least the housing unit numbers and common areas and building components (including type of room or space, and the material underneath the paint).			
Section 3: Notice of Presumption. Fill out Sections 1, 3, 5, and 6. Provide to occupant w/in 15 days of presumption.			
Date of Presumption Notice:			
Lead-based paint is presumed to be present ☐ and/or Lead-based paint ***hazards*** are presumed to be present ☐			
Attachment B: Summary of Presumption: For multi-family housing, list at least the housing unit numbers and common areas, bare soil locations, dust-lead location, and or building components (including type of room or space, and the materials underneath the paint) of lead-based paint and/or hazards presumed to be present.			
Section 4: Notice of Lead-Based Paint Hazard Reduction Activity. Fill out Sections 1, 4, 5, and 6. Provide to occupant w/in 15 days of after work completed.			
Date of Hazard Reduction Notice:			
Initial Hazard Reduction Notice? Yes ☐ No ☐		Start & Completion Dates:	
If "No", dates of previous Hazard Reduction Activity Notices:			
Attachment C: Activity locations and types. For multi-family housing, list at least the housing unit numbers and common areas (for multifamily housing), bare soil locations, dust–lead locations, and/or building components (including type of room or space, and the material underneath the paint), and the types of lead-based paint hazard reduction activities performed at the location listed.			
Attachment D: Location of building components with <u>lead-based paint remaining</u> in the rooms, spaces or areas where activities were conducted.			
Attachment E: Attach clearance report(s), using DHS form 8552 (and 8551 for abatement activities)			
Section 5: Resident Receipt of Notice for Presumption or Lead-Based Paint Hazard Reduction Activity and Acknowledgement of Receipt of pamphlet *Protection Your Family from Lead in Your Home.*			
Printed Name:	Signature:		Date:
Section 6: Contact Information	Organization:		
Contact Name:		Contact Signature:	

Date:	Address:	Phone:

RESOLUTION NO. 2022-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA APPROVING CDBG PROGRAM INCOME BUDGET UP TO $500,000 FOR THE SEWER LATERAL PROGRAM

BE IT RESOLVED by the **City Council** of the **City of Dinuba** as follows:

SECTION 1:

The City of Dinuba, a political subdivision of the State of California, established a CDBG Program Income Budget of $200,000 for the Sewer Lateral Program.

SECTION 2:

The City desires to increase the CDBG Program Income Budget to up to $500,000 for the Sewer Lateral Program to better reflect current construction costs; and

SECTION 3:

It is now therefore resolved that, the City Council approves the increase in budget amount of up to $500,000 for the Sewer Lateral Program.

PASSED AND ADOPTED at a regular meeting of the **City Council** of the **City of Dinuba** held on May 10, 2022 by the following vote:

AYES: _____ NOES: _____

ABSENT: _____ ABSTAIN: _____

_____
Linda Launer, Mayor
Dinuba City Council

STATE OF CALIFORNIA
County of Tulare

I, _____, Interim City Clerk of the City of Dinuba, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 10th day of May, 2022.

_____
Maria Alaniz, Interim City Clerk of the City of Dinuba
Dinuba, State of California

By: _____
Name and Title

***Note*: The attesting officer cannot be the person identified in the Resolution as the authorized signer.**

City Council Staff Report

Department: CITY MANAGER'S OFFICE

May 10, 2022

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

Subject: Tulare County Regional Transit Agency Update (IH)

RECOMMENDATION

Council receive update from Richard Tree regarding changes to the Tulare County Regional Transit Agency.

EXECUTIVE SUMMARY

The Tulare County Regional Transit Agency (TCRTA) was created in 2020 between seven cities and Tulare. The TCRTA was formed in order to consolidate transit services throughout the County of Tulare. TCRTA staff will be providing an update on operations and proposed changes to enhance transit services.

OUTSTANDING ISSUES

None.

DISCUSSION

Tulare County Regional Transit Agency (TCRTA) provides fixed-route (local and commuter), ADA complementary paratransit, and on-demand service in the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Woodlake, and the unincorporated areas of Tulare County. With a fleet of over 100 vehicles transporting 1.5 million passengers trips, TCRTA is the largest public transportation operator in Tulare County. The fleet includes 64 buses and 42 paratransit/on-demand vehicles.

Richard Tree, TCRTA Executive Director will be providing the Council with an update on operations and discussing proposed changes to transit services for the coming fiscal year. The changes will focus on simplifying fares, new ticketing system, route improvements, and introducing microtransit.

Richard will be available to answer any questions that the City Council might have regarding the proposed changes.

FISCAL IMPACT

None.

PUBLIC HEARING

None.

City Council Staff Report

Department: FINANCE SERVICES | May 10, 2022

To: Mayor and City Council

From: Karina Solis, Administrative Services Director

Subject: Fiscal Year 2021/22 Third Quarter Financial Report (KS)

RECOMMENDATION

Council to accept the financial report for the third quarter ending March 31, 2022 for the 2021-2022 fiscal year.

EXECUTIVE SUMMARY

The fiscal year 2021/22 third quarter financials are presented to the City Council in accordance with the City Charter. The third quarter Report reflects the city's financial position as of March 31, 2022 for the budget year that begins on July 1, 2021 and ends on June 30, 2022.

OUTSTANDING ISSUES

None.

DISCUSSION

For the third quarter, the report is summarized by fund type. They are as follows:

GENERAL FUND REVENUES (Attachment A)

The General Fund covers core services such as Police, Fire, Planning and Development, and Parks and Community Services. Sales and property taxes are the two largest sources of revenue in the General Fund. Revenues in the General Fund are at 70% and expenditures are at 72% at the end of the third quarter.

Property Tax
The city has received 67% of property tax revenues through March 31, 2022. The major portion of property tax revenue is received in December and the second largest receipt comes in April.

Motor Vehicle in Lieu
The city has received 53% of Motor Vehicle in Lieu Fees (VLF) through March 31, 2022. VLF revenues are property tax shares allocated to cities and counties that began in fiscal year 2004-2005 as compensation for Vehicle License Fee previously allocated to cities and counties by the state. Two equal payments are received twice a year, as of March 31,2022, the first payment has been received.

Sales Tax
The city has received 69% of Sales Tax revenues, which represent the largest funding source in the general fund. Sales tax revenues are two months in arrears, therefore in March 2022, only 7 months' worth of revenue was collected.

Utility User's Tax
The city has received 77% of Utility User's tax revenues through March 31, 2022. Utility User's Tax is paid to the city one month in arrears. Through the third quarter, the amount received was $1,182,339.

Transient Occupancy Tax
The city has received 69% of Transient Occupancy Tax (TOT), or hotel tax through March 31, 2022. These taxes are received on a quarterly basis. The 69% reflects $191,812 received through January, which shows six month's worth of revenue. The next installment to be received late April will reflect a true nine months' worth of revenue.

Business Licenses
The city received 108% of Business License revenues through March 31, 2022. Business Licenses are collected at the beginning of each fiscal year. This revenue category will routinely appear high during the first three quarters of every year. Adjustments to this line will be made in the fourth quarter to adjust for additional revenue received.

Franchise Tax
The collection of fees from utilities (i.e., PG&E, Comcast Cable, etc.) are made for using city rights-of- way. The City has received 20% of franchise tax revenues, or $52,122 from the cable company in the as of March 31, 2022. Pacific Gas & Electric pays their franchise tax to the city in April of each year.

Permits/Fines/Service Fees
Permits, Fines and Services Fees through March 31, 2022 were at 86%. Recreational Activities and Permits make up a large portion of these estimated revenues and they are slightly higher than the target for the first nine months of the year.

Overhead/Internal Service
Revenues from Internal Service charges through March 31, 2022 were at 75%. These charges are allocated to the appropriate funds on a monthly basis.

Other Revenue
Revenue from other sources at are currently at 93%. A budget amendment was made in the second quarter to adjust for one-time revenues consisting of a litigation settlement.

GENERAL FUND EXPENDITURES (Attachment A)

The City has expended roughly 72% of its appropriations as of March 31, 2022. Overall departments are on target to their budgeted lines from actual to budget for the third quarter. An adjustment will be needed at year-end to adjust for additional attorney fees for additional litigation expenses.

REVENUES AND EXPENDITURES - ALL FUNDS (Attachment B)

As summarized in Attachment 'B' the summary of all funds revenues reflect the revenues and expenditures for the third quarter ending March 31, 2022 by fund type.

ENTERPRISE FUNDS

Utility Funds
Through March, expenses exceeded revenues in the Enterprise Funds. While revenues were at 44% and 60% through March for water and sewer respectively, expenses were slightly higher at 64% and 75% in these funds. Through the third quarter, disposal revenues are at 69% and the expenditures are on target at 68%. At the end of this quarter the utility funds revenues only reflect seven months' worth of revenues; however at the end of the year the two months will be accrued.

Transit
Expenses are at 14% at the end of the third quarter. Revenues are at 15% due to grants not yet received. These grants are anticipated at year-end. Staff is monitoring this fund closely and will make necessary adjustments at year-end to accommodate any changes from the transition to the Tulare County Regional Transit Agency (TCRTA).

Ambulance
The City continues to secure additional funding through the Intergovernmental Transfer (IGT)
program through the California Health Care Services Department. At the third quarter, revenues are at 57% of budget, while expenses are at 65%.

Golf Course
The Golf course fund is producing better than was anticipated at the preparation of the budget. This funds revenue is

exceeding the expenses slightly with expenses at 77%; revenue is higher than budgeted revenues which are at 85%.

INTERNAL SERVICE FUNDS

Insurance
For the third quarter, revenues are on track at 76%, while expenditures slightly higher at 83%.

Health Insurance
For Health Insurance, revenues are on target at 79%, while expenses are slightly under the budgeted amount at 70%.

SPECIAL REVENUES

Transportation
The transportation fund is at a 58% in revenue and expenses are at 45%.

Public Safety Sales Tax (Measure F)
The Public Safety Sales Tax revenues are at 69% as of the third quarter and expenses are at 65%. Revenues are expected to be on target at year end; however since two months are accrued back at the end of the year, revenues appear to be low at the end of the third quarter.

COPS and POST Training
For these funds to be granted, the city must incur the expenses first and then the reimbursement is received. The expenses and revenues will be adjusted at year end.

Successor Agency
The payments for the RDA Debt Service were made in the first and second quarters, putting expenses at 73% and revenues at 73%.

CAPITAL FUNDS

Transportation Construction
Through the third quarter, expenses were at 22% with $36,765 in revenues received. For this fund, the expense must be made in order to receive reimbursement, therefore, the revenues will be received in future months.

Debt Service Funds
The long-term debt service funds of General, Water, Sewer and the Financing Authority are all showing Revenues are at 79% and expenses at 73% through March 31, 2022.

FISCAL IMPACT

Revenues and expenditures for all fund types are expected to be on target for the most part. Necessary budget amendments will be presented to council at the end of the fiscal year.

PUBLIC HEARING

None.

ATTACHMENTS:

Description

A. General Fund Revenues and Expenses

B. Summary of All Funds

Attachment 'A'

GENERAL FUND
For the Period ending March 31, 2022

REVENUES	**BUDGET 2021-2022**	**REVENUES AS OF 3/31/2022**	**PERCENTAGE REVENUES 3/31/2022**
Property Tax	1,354,200	904,699	67%
Motor Vehicle In Lieu of VLF	2,250,000	1,181,797	53%
Sales Tax	13,100,000	9,087,436	69%
Utility Users Tax	1,528,000	1,182,339	77%
Transient Occupancy Tax	280,000	191,812	69%
Business Lic Tax	228,500	247,002	108%
Franchise Tax	264,000	52,122	20%
Permits/Fines/Service Fees	1,247,900	1,072,068	86%
Overhead	1,195,144	893,369	75%
Other	1,164,169	1,079,159	93%
Total Revenues	$22,611,913	$15,891,802	70%

EXPENDITURES	**BUDGET 2021-2022**	**EXPENDITURES AS OF 3/31/2022**	**PERCENTAGE EXPENDITURES 3/31/2022**
City Council	141,314	103,174	73%
City Attorney	128,300	133,136	104%
City Manager	375,699	270,289	72%
Human Resources	173,866	135,186	78%
Finance	897,402	642,855	72%
General Services	3,170,468	1,541,355	49%
Community Services	2,361,212	1,669,683	71%
Police Services	7,471,396	5,908,705	79%
Fire Services	2,596,021	2,172,637	84%
Community Development	1,655,856	997,423	60%
Total Expenditures	$18,971,534	$13,574,445	72%

Attachment 'B'

THIRD QUARTER REPORT FUND ANALYSIS - ALL FUNDS

For the Period ending March 31, 2022

	REVENUES			APPROPRIATIONS		
	FY 2021/22 BUDGET	REVENUES AS OF 03/31/2022	PERCENT REC'S YTD	FY 2021/22 BUDGET	EXPENSES AS OF 03/31/2022	PERCENT USED YTD
GENERAL FUND						
General Fund	$22,611,913	$15,891,802	70%	$18,971,534	$13,574,445	72%
ENTERPRISE FUNDS						
Vocational Center	342,852	258,175	75%	10,000	19,364	194%
Ridge Creek Golf Club	2,296,804	1,954,648	85%	2,294,809	1,773,953	77%
Water	4,595,967	2,027,187	44%	4,474,757	2,869,582	64%
Sewer	3,737,804	2,228,385	60%	4,287,375	3,212,183	75%
Disposal	3,237,438	2,247,699	69%	3,139,646	2,128,950	68%
Transit	1,465,878	217,809	15%	1,292,993	184,019	14%
CNG Station	229,677	91,577	40%	211,864	121,888	58%
Ambulance	4,319,559	2,471,509	57%	3,027,535	1,982,856	65%
Sub-total	$20,225,979	$11,496,990	57%	$18,738,979	$12,292,796	66%
SPECIAL REVENUE FUNDS						
Special Community Events	13,250	5,105	39%	47,490	8,518	18%
Gas Tax	857,512	357,013	42%	1,048,131	634,649	61%
Transportation	1,570,077	903,503	58%	1,784,990	806,180	45%
Road Repair & Acctabililty Act (SB1)	579,861	348,418	60%	1,008,541	0	0%
Impact Fees	732,027	375,858	51%	2,665,756	542,186	20%
Public Safety Sales Tax	2,569,000	1,777,226	69%	2,421,481	1,562,293	65%
COPS/Post Training Fund	110,000	144,506	131%	123,276	107,551	87%
State Fire Suppression Reimb	205,116	189,969	93%	299,116	98,668	33%
HOME/CDBG	5,370,775	2,112,539	39%	5,394,988	2,543,476	47%
Successor Agency	3,500,000	2,565,725	73%	3,463,124	2,525,945	73%
Downtown Improvement District	8,600	8,551	99%	8,600	8,884	103%
Assessment Districts	499,840	236,694	47%	458,443	345,823	75%
Community Facilities Districts	62,347	44,090	71%	27,010	15,594	58%
Sub-total	$16,078,405	$9,069,197	56%	$18,750,946	$9,199,767	49%
INTERNAL SERVICE FUNDS						
Insurance Risk	1,859,040	1,413,128	76%	2,025,888	1,687,534	83%
Health	3,225,152	2,563,884	79%	3,001,500	2,104,182	70%
Technology Replacement	64,003	40,135	63%	70,873	55,512	78%
Fleet Maintenance	397,404	300,216	76%	403,453	275,606	68%
Property & Facility Maintenance	356,661	226,969	64%	396,164	221,229	56%
Sub-total	$5,902,260	$4,544,331	77%	$5,897,878	$4,344,062	74%
CAPITAL FUNDS						
Transportation Construction	4,843,588	36,765	1%	5,406,606	1,192,268	22%
MTBE	150,000	46,627	31%	150,000	54,290	36%
DBCP	0	4	0%	0	0	0%
Capital Facilties	620,952	84	0%	640,952	43,841	7%
Sub-total	$5,614,540	$83,480	1.5%	$6,197,558	$1,290,399	21%
DEBT SERVICE FUNDS						
General Debt	346,717	280,859	81%	346,717	339,677	98%
Water Debt	602,506	224,140	37%	602,496	278,832	46%
Sewer Debt	826,083	826,109	100%	829,916	714,624	86%
Financing Authority Debt	1,739,421	1,442,193	83%	1,739,421	1,223,123	70%
Sub-total	$3,514,727	$2,773,301	79%	$3,518,550	$2,556,256	73%