



City of Montague Regular City Council

230 S. 13th Street, Montague, CA 96064 Ph. (530) 459-3030 Fax: (530) 459-3523

In compliance with the requirements of the Brown Act, notice of this meeting has been posted in a public accessible place, 72 hours in advance of the meeting.

**CITY OF MONTAGUE CITY COUNCIL MEETING AGENDA
OCTOBER 3, 2024**

6:30 P.M.

Council Chambers, 230 S. 13th Street, Montague, CA 96064

PARTICIPATION: Participants can attend in person, online, and/or by telephone, as follows:

- In-person at: **Montague City Council Chambers, 230 S. 13th St.**
- Online via WebEx at: <https://cityofmontague-454.my.webex.com/meet/clerk>
- Meeting number (access code): 2630 874 0065
- Telephone at:, 1-650-479-3208 When prompted, enter **Meeting ID: 26308740065 Passcode: *89335983**

AGENDA PACKET: Copies of all staff reports and documents subject to disclosure that relate to any item of business referred to on the agenda are available for public inspection 72 hours before each regularly scheduled meeting at the City Clerk's office at City Hall, located at 230 S. 13th Street, Montague, California, during normal business hours. Any writing that is subject to disclosure that relates to an agenda item for open session distributed less than 72 hours prior to the meeting will be available for public inspection at the City Clerk's office during normal business hours. Materials distributed to a majority of councilmembers less than 72 hours before a meeting will be available for public inspection on the City's website at www.cityofmontagueca.com.

SPEAKERS: Speakers, please stand at the podium and speak loudly so the entire room can hear you. The chairman will recognize you and ask that you state your name and mailing address so that the City Staff can follow up on any issues requiring City action, or provide you with information, if appropriate.

Please silence your cell phones. Thank you!

CITY COUNCIL AGENDA:

I. CALL TO ORDER:

II. ROLL CALL:

III. PLEDGE OF ALLIGIANCE:

IV. PUBLIC COMMENTS: "This time is set aside for the public to address the City Council on matters listed on the Consent Agenda as well as other items not included on the Regular Agenda within the authority of the City Council. If your comments concern an item noted under New Business or Old Business on the Regular Agenda, please address the City Council when that item is open for public comment." (The Brown Act requires the public be given the opportunity to address the City Council before action is taken. If there is a Consent Agenda, there is no other opportunity for public comment on items on the Consent Agenda.) The City Council has the right to reasonably limit the duration of each speaker to three minutes. Speakers may not cede their time. The City Council may ask questions but may take no action during the Public Comments portion of the meeting, except to direct staff to prepare a report, or to place an item on a future agenda.

V. AGENDA APPROVAL:

VI. CONSENT CALENDAR: Discussion/possible action - All matters listed under the consent calendar are considered routine and will be enacted by one motion unless any member of the Council wishes to remove an item for discussion. The City Clerk recommends approval of the following consent calendar items:

1. Approval of City Council Meeting minutes for 6/6, 7/8, 8/1, 8/26, and 9/23:

VII. DEPARTMENT REPORTS:



1. Sheriff's update for September 2024
2. City Engineer's update for September 2024
3. Planning Commission's update for September 2024
4. Housing Rehabilitation update from Great Northern Services:

VIII. NEW BUSINESS:

1. Consideration of approval of the Housing Rehabilitation Assistance Program Guidelines for Community Development Block Grant:
2. Consideration of approval the Siskiyou Transportation Agency Joint Powers Agreement:
3. Consideration of approval for City of Montague Animal Control and Code Enforcement and Montague California City Hall Facebook pages:

IX. OLD BUSINESS:

1. Consideration of approval for Event Coordinator and Social Media Coordinator job description:

X. CLOSED SESSION:

1. (Gov. Code 54957(b)(1) (EMPLOYMENT, EVALUATION) Montague Fire Association Treasurer:

XI. COUNCIL AND STAFF REPORTS for September 2024

1. Fire Department:
2. Public Works/City Administrator:
3. Animal Control/ Code Enforcement:
4. City Clerk:
5. Treasurer:
6. Library:
7. Commissioner/ Council Statements and Requests: Members of the council may now make brief announcements, reports, or request staff to report to the council on any matter at a subsequent meeting.

XII. ADJOURN:

In compliance with the requirements of the Brown Act, notice of this meeting has been posted in a publicly accessible place, 72 hours in advance of the meeting.

Public Hearings: If you wish to challenge in court any of the matters on an agenda for which a public hearing is to be conducted, you may be limited to raising only those issues which you (or someone else) raised orally at the public hearing or in written correspondence received by the City at or before the hearing. Any person seeking to challenge a Planning Commission decision made as a result of a proceeding in which by law a hearing is required to be given, evidence is required to be taken, and the discretion in the determination of facts is vested in the Planning Commission, shall be required to commence that action 90 days following the date on which the decision becomes final as provided in Code of



Civil Procedure Section 1094.6. Please refer to Code of Civil Procedure 1094.6 to determine how to calculate when a decision becomes “final.”

CHALLENGING DECISIONS OF CITY ENTITIES The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City of Montague is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision, including without limitation Government Code section 65009 applicable to many land use and zoning decisions, Government Code section 66499.37 applicable to the Subdivision Map Act, and Public Resources Code section 21167 applicable to the California Environmental Quality Act (CEQA). Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. Government Code section 65009 and 66499.37, and Public Resources Code section 21167, impose shorter limitations periods and requirements, including timely service in addition to filing. If a person wishes to challenge the above actions in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Montague, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

The City of Montague does not discriminate on the basis of race, color, national origin, religion, age, gender, sexual orientation, disability, or any other legally protected classes in employment or provision of services. In compliance with the Americans with Disabilities Act, those requiring accommodations for this meeting should notify the City Clerk 48 hours prior to the meeting at (530) 459-3030 or by notifying the Clerk at clerk@cityofmontagueca.com



AFFIDAVIT OF NOTIFICATION AND POSTING
STATE OF CALIFORNIA
COUNTY OF SISKIYOU
CITY OF MONTAGUE

I, Jessie Monday, City Clerk for the City of Montague, hereby declare under penalty of perjury that a copy of the above Agenda of the Regular Meeting of the Regular City Council of the City of Montague, California, was delivered and/or notice by email not less than 72 hours, before the hour of 4:30 PM on September 2, 2024 to the members of the City Council, caused the agenda to be posted at the bulletin board found at City Hall, 230 S. 13th Street, Montague CA, and a copy to be place for review at the Office of the City Clerk.

POSTED: September 30, 2024 @ 12:00 PM

CITY OF MONTAGUE CITY COUNCIL MEETING MINUTES

JUNE 6, 2024

6:30 P.M.

Council Chambers, 230 S. 13th Street, Montague, CA 96064

PARTICIPATION: Participants can attend in person, online, and/or by telephone, as follows:

- In-person at: **Montague City Council Chambers, 230 S. 13th St.**
- Online via <https://cityofmontague-454.my.webex.com/meet/clerk> WebEx at:
- Meeting number (access code): 2630 874 0065
- Telephone at: 1-650-479-3208 When prompted, enter **Meeting ID: 26308740065** **Passcode: *89335983**

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SPEAKERS: Speakers, please stand at the podium and speak loudly so the entire room can hear you. The chairman will recognize you and ask that you state your name and mailing address so that the City Staff can follow up on any issues requiring City action, or provide you with information, if appropriate.

Please silence your cell phones. Thank you!

CITY COUNCIL AGENDA:

- I. CALL TO ORDER: @ 6:30 PM**
- II. ROLL CALL: Vela, Murakami, Dooley, and Jackson present**
- III. PLEDGE OF ALLIGIANCE:**
- IV. PUBLIC COMMENTS:** "This time is set aside for the public to address the City Council on matters listed on the Consent Agenda as well as other items not included on the Regular Agenda within the authority of the City Council. If your comments concern an item noted on the Regular Agenda, please address the City Council when that item is open for public comment." (The Brown Act requires the public be given the opportunity to address the City Council before action is taken. If there is a Consent Agenda, there is no other opportunity for public comment on items on the Consent Agenda.) The City Council has the right to reasonably limit the duration of each speaker to three minutes. Speakers may not cede their time. The City Council may ask questions but may take no action during the Public Comments portion of the meeting, except to direct staff to prepare a report, or to place an item on a future agenda. **None.**
- V. AGENDA APPROVAL: Approved. Motion made by Dooley, seconded by Vela. All Ayes.**
- VI. CONSENT CALENDAR:** Discussion/possible action - All matters listed under the consent calendar are considered routine and will be enacted by one motion unless any member of the Council wishes to remove an item for discussion, or a member of the audience wishes to comment on an item. The City Clerk recommends approval of the following consent calendar items:

1. Approval of City Council Meeting minutes for 5/2:

VII. DEPARTMENT REPORTS:

1. Sheriff's update for May 2024: Included in packet
2. City Engineer's update for May 2024: No Report
3. Planning Commission's update for May 2024: Meeting was cancelled.

VIII. NEW BUSINESS:

1. Approval of Resolution 24-04: A Resolution of the city council of the city of Montague calling and giving notice of a general municipal election to be held in November 5th, 2024 and requesting consolidation of this election with the statewide 2024 election: Approved. Motion made by Vela, seconded by Dooley. All Ayes.
2. Consideration of approval to approve FY 2024/25 proposed budget: Approved. Motion made by Dooley, seconded by Vela. All Ayes.
3. Consideration of the approval to make Mindy Vela interim event/social media coordinator: Council suggests to back pay for April and May as well. Approved. Motion made by Jackson, seconded by Dooley. All Ayes.
4. Consideration of the approval for Public works to purchase a new flail mower with LAIF savings. Supervisor Dunn presenting. Asking for \$21,000 out of the money the City had made from renting property to Cal Fire. Approved. Motion made by Vela, seconded by Dooley. All Ayes.
5. Consideration of the approval of the updated pool manual: Approved with changes. Was sent to Attorney Jared for blessing as well. Motion made by Jackson, seconded by Dooley. All Ayes.
6. Consideration of the approval to move July's council meeting date. Moving the council meeting to July 8th @ 6:30 PM. Approved. Motion made by Jackson. Seconded by Dooley. All Ayes.

COUNCIL AND STAFF REPORTS for February 2024

1. Fire Department: Report Attached
2. Public Works: Report Attached.
3. City Administrator: The HUB would like to use the library as a temporary facility until they get the other building finalized. Library Manager approves. Approved. Motion made by Vela, seconded by Jackson. All Ayes.
4. Animal Control/ Code Enforcement: Report Attached.
5. City Clerk: On maternity leave
6. Treasurer: Report Attached.
7. Library: Report Attached.
8. Commissioner/ Council Statements and Requests: Members of the council may now make brief announcements, reports, or request staff to report to the council on any matter at a subsequent meeting. Council member Vela is trying to get ahold of our pre-auditor to get the revised budget. Current budget is combining fiscal years. Also, he is working with Town Web to get the new website up and running.

IX. ADJOURN: @8:54 PM

Motion made by Dooley, seconded by Jackson. All Ayes.

CITY OF MONTAGUE CITY COUNCIL MEETING MINUTES

July 8, 2024

6:30P.M.

Council Chambers, 230 S. 13th Street, Montague, CA 96064

PARTICIPATION: Participants can attend in person, online, and/or by telephone, as follows:

- In-person at: **Montague City Council Chambers, 230 S. 13th St.**
- Online via <https://citvofmontague-454.mv.webex.com/meet/clerk> WebEx at:
- Meeting number (access code): 26J0 874 0065
- Telephone at: 1-650-479-3208 When prompted, enter **Meeting ID: 26308740065 Passcode: *89335983**

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SPEAKERS: Speakers, please stand at the podium and speak loudly so the entire room can hear you. The chairman will recognize you and ask that you state your name and mailing address so that the City Staff can follow up on any issues requiring City action, or provide you with information, if appropriate.

Please silence your cell phones. Thank you!

CITY COUNCIL AGENDA:

- I. **CALL TO ORDER:**
- II. **ROLL CALL: Jackson, Dooley, Vela and Murakami Present**
- III. **PLEDGE OF ALLIGIANCE:**
- IV. **PUBLIC COMMENTS:** "This time is set aside for the public to address the City Council on matters listed on the Consent Agenda as well as other items not included on the Regular Agenda within the authority of the City Council. If your comments concern an item noted on the Regular Agenda, please address the City Council when that item is open for public comment." (The Brown Act requires the public be given the opportunity to address the City Council before action is taken. If there is a Consent Agenda, there is no other opportunity for public comment on items on the Consent Agenda.) The City Council has the right to reasonably limit the duration of each speaker to three minutes. Speakers may not cede their time. The City Council may ask questions but may take no action during the Public Comments portion of the meeting, except to direct staff to prepare a report, or to place an item on a future agenda. **Kris Taylor Talked about three events she wants to hold in the city. She will be on next months agenda to get council approval.**
- V. **AGENDA APPROVAL: Motion made by Vela Second by Dooley All Ayes**
- VI. **CONSENT CALENDAR:** Discussion/possible action - All matters listed under the consent calendar are considered routine and will be enacted by one motion unless any member of the Council wishes to remove an item for discussion, or a member of the audience wishes to

comment on an item. The City Clerk recommends approval of the following consent calendar items:

1. Approval of City Council Meeting minutes: None

VII. DEPARTMENT REPORTS:

1. Sheriffs update for June 2024 No Report
2. City Engineer's update for June 2024 No Report
3. Planning Commission's update for June 2024 No Meeting

VIII. NEW BUSINESS:

1. Consideration of the approval of contract with Locality Media Inc. for Fire dept. Motion made by Jackson Second by Dooley. All Ayes
2. Consideration of the approval of Julie Henderson as Library volunteer. Motion made by Jackson Second by Vela All Ayes
3. Consideration of the approval of Siskiyou County Local Transportation Commission Local Transportation Fund (SCTC) Motion made by Vela Second by Second by Jackson All Ayes
4. Consideration of the approval of new fire fighter Trenton Leckness Motion made by Dooley Second by Jackson All Ayes
5. Consideration of the approval for Water Plant to purchase a remote weed cutter. Motion made by Vela Second by Dooley All Ayes
6. Consideration of the approval of the updated pool manual. Tabled
7. Consideration of the approval of the city to pay \$5,500 for 2025 Freedom Festival entertainment. Tabled
8. Consideration of the approval for Harley Harring to come back to the pool. No Action

IX. COUNCIL AND STAFF REPORTS

1. Fire Department: Report Given
2. Public Works: Worked on Freedom Festival
3. City Administrator: Worked on Freedom Festival
4. Animal Control/ Code Enforcement: City Administrator asked what we are supposed to do while AC/CE is gone on fires. Council suggested to see if other candidate would be interested in working while he is gone.
5. City Clerk:
6. Treasurer:
7. Library: Mindy York is resigning on August 6th
8. Event Coordinator: Dooley and Murakami are on ADHOC to make a new job description
9. Commissioner/ Council Statements and Requests: Members of the council may now make brief announcements, reports, or request staff to report to the council on any matter at a subsequent meeting. Dooley thanked Public Works and the Fire Department for all their hard work during the Freedom Festival. Parks and Rec Thanks to Fire Department, Parade was a hit. Special Thanks to Public Works. Dave, Jazz, Mike and Jessie for their work. There will be an after action workshop in mid-October. CLOSE AT 7:36

IX. CLOSED SESSION: @ 7:38

1. Conference with Legal counsel existing litigation (GOV C §54956.9(d)(I)) : _____
Vickie Wray v. Adam Mead, et al. (SCSC Case No. 23CV09720)
2. Conference with legal counsel- Liability Claim (Govt C §54956.9(d)(I))::
Claimant Vickie Wray
Agency Claimed Against: City of Montague Nothing to report.

XI. ADJOURN: Motion made by Vela Second by Jackson All Ayes 7:59pm

CITY OF MONTAGUE CITY COUNCIL MEETING MINUTES

August 1, 2024

6:30 P.M.

Council Chambers, 230 S. 13th Street, Montague, CA 96064

PARTICIPATION: Participants can attend in person, online, and/or by telephone, as follows:

- In-person at: **Montague City Council Chambers, 230 S. 13th St.**
- Online via <https://cityofmontague-454.my.webex.com/meet/clerk> WebEx at:
- Meeting number (access code): 2630 874 0065
- Telephone at: 1-650-479-3208 When prompted, enter **Meeting ID: 26308740065 Passcode: *89335983**

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SPEAKERS: Speakers, please stand at the podium and speak loudly so the entire room can hear you. The chairman will recognize you and ask that you state your name and mailing address so that the City Staff can follow up on any issues requiring City action, or provide you with information, if appropriate.

Please silence your cell phones. Thank you!

CITY COUNCIL AGENDA:

- I. CALL TO ORDER: @ 6:30 PM**
- II. ROLL CALL: Jackson, Dooley, Vela, and Murakami present**
- III. PLEDGE OF ALLIGIANCE:**
- IV. PUBLIC COMMENTS:** "This time is set aside for the public to address the City Council on matters listed on the Consent Agenda as well as other items not included on the Regular Agenda within the authority of the City Council. If your comments concern an item noted on the Regular Agenda, please address the City Council when that item is open for public comment." (The Brown Act requires the public be given the opportunity to address the City Council before action is taken. If there is a Consent Agenda, there is no other opportunity for public comment on items on the Consent Agenda.) The City Council has the right to reasonably limit the duration of each speaker to three minutes. Speakers may not cede their time. The City Council may ask questions but may take no action during the Public Comments portion of the meeting, except to direct staff to prepare a report, or to place an item on a future agenda. No public comment.
- V. AGENDA APPROVAL:** **Kris Taylor would like to have her agenda item moved to the front because she has another obligation to be at. Approved. Agenda item #4 is moved to #1. Motion made by Jackson, seconded by Dooley. All Ayes.**
- VI. CONSENT CALENDAR:** Discussion/possible action - All matters listed under the consent calendar are considered routine and will be enacted by one motion unless any member of the Council wishes to remove an item for discussion, or a member of the audience wishes to

comment on an item. The City Clerk recommends approval of the following consent calendar items:

1. Approval of City Council Meeting minutes for: 7/8/2024 Approved. Motion made by Vela, seconded by Dooley. All Ayes

VII. DEPARTMENT REPORTS:

1. Sheriff's update for July 2024: Report provided. New Sargent for Montague. Sgt. Michael Yates.
2. City Engineer's update for July 2024 Administrator Dunn presenting. 12 to 14 plans. Diggle Field Improvements are out to bid. Bid opens 8.21.24
3. Planning Commission's update for July 2024 No meeting.

VIII. NEW BUSINESS:

1. Consideration of the approval of Kris Taylors events in the City: Kris presenting. Has multiple events that she would like to have in the City every year. Council approves the current proposed events but would like to see an MOU for the future events so coming to council to every event approved could be limited. Motion made by Jackson, seconded by Dooley. All Ayes.
2. Consideration of the approval of Event coordinator/Social media job description: Tabled. Motion made by Vela, seconded by Jackson. All Ayes.
3. Discussion of 4th of July fire with Vernon Fueston: Vernon presenting. Very concerned citizen about the fire that had lighted from the fireworks. Chief Vela apologizes and says they have a revised plan for next year and have learned from their mistakes. No action.
4. Consideration of the approval of Ruanna Smith Assistant Clerk: Approved. Motion made by Vela, seconded by Dooley. All Ayes.
5. Consideration of the approval of the city to pay \$5,500 for 2025 Freedom Festival entertainment: Erik Erickson presenting. Mayor Murakami asks for Erik to provide more information for council to review before next meeting. Tabled.

IX. COUNCIL AND STAFF REPORTS for July 2024

1. Fire Department: Report provided. No one presenting.
2. Public Works: Administrator Dunn presenting. Report provided.
3. City Administrator: Administrator Dunn presenting. Report provided
4. Animal Control/ Code Enforcement: No presenter or report.
5. City Clerk: Clerk will be back from maternity leave on August 5th.
6. Treasurer: Treasurer Davies presenting. Signed checks 4 times.
7. Library: Mindy Vela presenting. Summer reading is ending. Mindy has turned in her resignation letter and her last day will be August 5th. Has made Suzie Clark interim Library Manager.
8. Event Coordinator: Mindy Vela reporting. Currently working on Trunk-or-Treat, thank you letters to all the donations for the Freedom Festival, the Christmas Tree Lighting, and the Drive-Thru Dinner for the Pool fundraiser. Also reports that she feels a lack of direction in the event coordinator position. Council makes Administrator Dunn her supervisor until job description is finalized.
9. Commissioner/ Council Statements and Requests: Members of the council may now make brief announcements, reports, or request staff to report to the council on any matter at a

subsequent meeting. Mayor Murakami assigns Council member Vela and himself to make the social media coordinator job description.

X. ADJOURN: @ 8:07 PM

Motion to adjourn made by Dooley, seconded by Vela. All Ayes.

AMENDED CITY OF MONTAGUE SPECIAL MEETING MINUTES

August 26, 2024

6:30 P.M.

Council Chambers, 230 S. 13th Street, Montague, CA 96064

PARTICIPATION: Participants can attend in person, online, and/or by telephone, as follows:

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Please silence your cell phones. Thank you!

CITY COUNCIL AGENDA:

- I. CALL TO ORDER: @ 6:30 PM**
- II. ROLL CALL: Vela, Dooley, Jackson, and Murakami present**
- III. PLEDGE OF ALLEGIANCE:**
- IV. PUBLIC COMMENTS:** "As a special meeting, public participation is limited only to those items listed on the agenda. If your comments are not related to a matter listed on this agenda, please address the City Council at the next regular meeting. The City Council has the right to reasonably limit the duration of each speaker to three minutes. Speakers may not cede their time." No comments
- V. AGENDA APPROVAL: Approved. Motion made by Vela, seconded by Dooley. All Ayes.**
- VI. NEW BUSINESS:**
 - 1. CONSIDERATION OF APPROVAL OF THE MONTAGUE FIRE PARCEL TAX: Approved. Motion made by Dooley, seconded by Jackson. All Ayes.**
- VII. CLOSED SESSION: @ 6:33 PM**
 - 1. (Gov. Code 54957(b)(1) (EMPLOYMENT, EVALUATION) EVENT/SOCAL MEDIA COORDINATOR**
 - 2. (Gov. Code 54957(b)(1) (EMPLOYMENT, EVALUATION) FIRE CHIEF**
 - 3. (Gov. Code 54957(b)(1) (EMPLOYMENT, EVALUATION) ACCOUNT CLERK**

Out of closed session @ 7:38 PM

Action taken in close session is to put Fire Chief on admin leave with pay. Vote was four to zero majority. Accepted account clerk's and social media/event coordinator's resignation letter.
- VIII. ADJOURN @ 7:38 PM Motion made by Jackson, seconded by Dooley. All Ayes.**



City of Montague Regular City Council

230 S. 13th Street, Montague, CA 96064 Ph. (530) 459-3030 Fax: (530) 459-3523

In compliance with the requirements of the Brown Act, notice of this meeting has been posted in a public accessible place, 72 hours in advance of the meeting.

CITY OF MONTAGUE SPECIAL MEETING MINUTES

SEPTEMBER 23, 2024

5:00 P.M.

Council Chambers, 230 S. 13th Street, Montague, CA 96064

PARTICIPATION: Participants can attend in person, online, and/or by telephone, as follows:

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CITY COUNCIL AGENDA:

- I. CALL TO ORDER: @ 5:00 PM**
- II. ROLL CALL: Vela, Murakami, Dooley, and Jackson present.**
- III. PLEDGE OF ALLEGIANCE:**
- IV. PUBLIC COMMENTS:** "As a special meeting, public participation is limited only to those items listed on the agenda. If your comments are not related to a matter listed on this agenda, please address the City Council at the next regular meeting. The City Council has the right to reasonably limit the duration of each speaker to three minutes. Speakers may not cede their time." Michael Crow presenting. Hands Clerk document to hand to council. On document is Government Code section 54957(b)(1) and (2). Claims that this code section states that Animal Control/ Code Enforcement, Fire Chief, and Account Clerk should have all had 24 hour notice of the close session evaluation and been given an option to have it in open session.
- V. AGENDA APPROVAL: Approved. Motion made by Vela, seconded by Dooley. All Ayes.**
- VI. CONSENT CALENDAR:** Discussion/possible action - All matters listed under the consent calendar are considered routine and will be enacted by one motion unless any member of the Council wishes to remove an item for discussion, or a member of the audience wishes to comment on an item. The City Clerk recommends approval of the following consent calendar items: **Tabling minutes approval to next meeting. Motion made by Dooley, seconded by Jackson. All Ayes.**

1. Approval of City Council Meeting minutes for 6/6, 8/1, and 8/26: Tabled.

VII. NEW BUSINESS:



1. Consideration of approval to award the Construction Contract for the Diggle Field Improvements Project to M. Petrs, Inc. for a total cost of \$89,525.50: Jose Hernandez presenting. Says that M. Peters Inc. was the lowest bidder and has done great for the City in the past. Motion made by Vela, seconded by Dooley. All Ayes.
2. Consideration of approval for Resolution 24-05: A Resolution of the City of Montague adopting a list of projects for fiscal year 2024-25 funded by SB 1: The Road Repair and Accountability Act of 2017: Administrator Dunn presenting. The City makes a resolution every year to claim the funds from SB1. We are saving the money we get to pave sidewalks around the school. Approved. Motion made by Jackson, seconded by Vela. All Ayes.
3. Consideration of approval of Right of Use Agreement with County of Siskiyou for Department of Public Health Vaccination Clinics: Administrator Dunn presenting. Says our attorney has looked it over and has approved it. Council agrees. Motion made by Dooley, seconded by Vela. All Ayes.
4. Consideration of process for placing items on the agenda: The new order would be for citizens to place something onto the agenda they would need to speak in public comment and the council would vote to have it put on next month's agenda. The only people who can put things onto the agenda is the City Administrator, Mayor, the majority of council, or City Attorney. Approved. Motion made by Vela, seconded by Dooley. All Ayes.
5. Consideration of alternate work schedule agreement for the City Clerk: Clerk Monday would like to change her schedule to 5 days at 8 hours. Approved. Motion made by Dooley, seconded by Jackson. All Ayes.

VIII. CLOSED BUSINESS: @5:21 PM

1. Government Code 54956.9(d)(2) - - Conference with Legal Counsel – Anticipated Litigation (Potential Exposure): One case
2. Government Code 54956.9(d)(4) - - Conference with Legal Counsel – Anticipated Litigation (City Initiating): One Case
3. Government Code 54957(b)(1) (employment evaluation) Code Enforcement/ Animal Control Opens Close Session @6:39 PM No Action was taken. Direction was given to City Administrator to conduct the evaluation of the Animal Control/ Code Enforcement Officer on Monday.

IX. ADJOURN @6:43 PM

Motion to adjourn made by Jackson, seconded by Dooley. All Ayes.



City of Montague Planning Commission

230 S. 13th Street, Montague, CA 96064 Ph. (530) 459-3030 Fax: (530) 459-3523

In compliance with the requirements of the Brown Act, notice of this meeting has been posted in a public accessible place, 72 hours in advance of the meeting.

**CITY OF MONTAGUE
PLANNING COMMISSION MEETING MINUTES**

September 18, 2024

6:30 P.M.

Council Chambers, 230 S. 13th Street, Montague, CA 96064

PARTICIPATION: Participants can attend in person, online, and/or by telephone, as follows:

- **In-person** at: **Montague City Council Chambers, 230 S. 13th St.**
- **Online** via WebEx at: <https://cityofmontague-454.my.webex.com/meet/clerk>
- Meeting number (access code): 2630 874 0065
- **Telephone** at: 1-650-479-3208 When prompted, enter **Meeting ID: 26308740065 Passcode: *89335983**

AGENDA PACKET: Copies of all staff reports and documents subject to disclosure that relate to any item of business referred to the agenda are available for public inspection 72 hours before each regularly scheduled meeting at the City Clerk's office at City located at 230 S. 13th Street, Montague, California, during normal business hours. Any writing that is subject to disclosure that is an agenda item for open session distributed less than 72 hours prior to the meeting will be available for public inspection at the City Clerk's office during normal business hours. Materials distributed to a majority of councilmembers less than 72 hours before a meeting will be available for public inspection on the City's website at www.cityofmontagueca.com.

SPEAKERS: Speakers, please stand at the podium and speak loudly so the entire room can hear you. The chairman will recognize you and ask that you state your name and mailing address so that the City Staff can follow up on any issues requiring action, or provide you with information, if appropriate.

Please silence your cell phones. Thank you!

PLANNING COMMISSION AGENDA:

- I. CALL TO ORDER: 6:31 PM**
- II. ROLL CALL: Soule, Risner, Robinson, duPre. Absent Pettack**
- III. PLEDGE OF ALLIGIANCE:**
- IV. PUBLIC COMMENTS:** "This time is set aside for the public to address the Planning Commission on matters listed on Consent Agenda as well as other items not included on the Regular Agenda within the authority of the Planning Commission. If your comments concern an item noted on the Regular Agenda, please address the Planning Commission when that item is on the agenda for public comment." (The Brown Act requires the public be given the opportunity to address the Planning Commission before any action is taken. If there is a Consent Agenda, there is no other opportunity for public comment on items on the Consent Agenda. The Planning Commission has the right to reasonably limit the duration of each speaker to three minutes. Speakers may use their time. The Planning Commission may ask questions, but may take no action during the Public Comments portion of the meeting, except to direct staff to prepare a report, or to place an item on a future agenda.)
- V. MEETING MINUTES:**
 1. Discussion and approval of meeting minutes of April 17, 2024; Motion made by duPre Second by Risner All Ayes
- VI. NEW BUSINESS:**
 1. Consideration of approval for request for a variance to the city ordinance to permit the construction of a 6 foot fence in front of the residential property 630 East Spiers Street: Resident explained he wants to put up fence to match the side of his property and block all the cars at his neighbors. Motion made by Risner, Second by Soule. All Ayes
 2. Public Workshop for General Plan Update – Open Space & Conservation Element: City planner presented his report. Discussion on growth of town and walking paths. No action taken



VII. DEPARTMENT REPORTS

- Animal Control/ Code Enforcement. Commission requested to have a citizen attend next meeting. They also request have more pictures.

VIII. ADJOURN: 7:39pm Motion made by Soule Second by duPre. All Ayes.

In compliance with the requirements of the Brown Act, notice of this meeting has been posted in a publicly accessible place, 72 days in advance of the meeting.

Public Hearings: If you wish to challenge in court any of the matters on an agenda for which a public hearing is to be conducted, you may be limited to raising only those issues which you (or someone else) raised orally at the public hearing or in written correspondence received by the City at or before the hearing. Any person seeking to challenge a Planning Commission decision made as a result of a proceeding in which by law a hearing is required to be given, evidence is required to be taken, and the discretion in the determination of facts is vested in the Planning Commission, shall be required to commence that action 90 days following the date on which the decision becomes final as provided in Code of Civil Procedure Section 1094.6. Please refer to Code of Civil Procedure 1094.6 to determine how to calculate when a decision becomes "final."

CHALLENGING DECISIONS OF CITY ENTITIES The time limit within which to commence any lawsuit or legal challenge to a quasi-judicative decision made by the City of Montague is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision, including without limitation Government Code section 65009 applicable to land use and zoning decisions, Government Code section 66499.37 applicable to the Subdivision Map Act, and Public Resource Code section 21167 applicable to the California Environmental Quality Act (CEQA). Under Section 1094.6, any lawsuit or legal challenge to any quasi-judicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. Government Code sections 65009 and 66499.37, and Public Resources Code section 21167, impose shorter limitations periods and requirements, including notice of service in addition to filing. If a person wishes to challenge the above actions in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Montague prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

The City of Montague does not discriminate on the basis of race, color, national origin, religion, age, gender, sexual orientation, disability, or any other legally protected classes in employment or provision of services. In compliance with the Americans with Disabilities Act, those requiring accommodations for this meeting should notify the City Clerk 48 hours prior to the meeting at (530) 459-3030 or by notifying the Clerk at clerk@cityofmontagueca.com



GREAT NORTHERN services

310 Boles Street
Weed, CA 96094
(530) 938-4115
Fax (530) 938-1040
www.gnservices.org

Montague City Council & Staff

10/3/2024

GNS Update on 22-CDBG-HA-10031 Montague 2022 Housing Rehabilitation Program and Income Survey

Income Survey:

Staff: Alysia Garcia, Community Development Project Coordinator; Brandy Caporaso, Community Development Manager; Paula Reynolds, Special Projects & Grant Manager

- As part of the Montague income survey, we need a total of 225 completed responses. So far, we have collected 141 surveys. On Thursday, September 26, we conducted door-to-door visits at the apartment complexes to increase participation. Our goal is to gather the remaining 84 surveys by October 11th.
- Outreach was started on July 9th. Flyers were posted around town, and two sets of 450 flyer mailers were sent out to sample households: the first to inform the community about the income survey, and the second as a "coming soon" reminder. Paper surveys were also mailed to the sample households. Additionally, the survey was sent to all households via the water bill. Staff has been going door to door and had a booth at the Montague community yard sale to further engage the community.
- Once the required number of surveys are completed, we'll begin the analysis and write a report per HUD guidelines.
- We'll present the results and report to staff to review and then HCD for edits. Once that is completed, we'll present the findings and report to council for approval.

Housing Rehabilitation:

Staff: Brandy Caporaso, Community Development Manager; Alysia Garcia, Community Development Project Coordinator

- GNS and Montague Staff reviewed and revised Housing Rehabilitation Guidelines that are before council tonight to approve.
- Guideline Highlights
 - Updated to reflect current HCD and HUD guidelines.
 - Clarified areas that were confusing and unclear.
 - Loans for Owner-Occupants
 - 65 Years Old & Older and 30% and Below Area Median Income are eligible for a 5 Year Forgivable Loan (Loan does not have any payments and converts to a grant after 5 years if the homeowner meets the obligation of contract, promissory note and Deed of Trust for 5 years)

Weaving a stronger community, together....

Access to Capital • Portfolio Management • Economic Development • Energy Assistance • Home Weatherization
Community Food Projects • Community Services • HIV/AIDS Case Management • Community Development

CA Lic. # 629328

- 30% and Below Area Median Income are eligible for a 1% interest rate for 30 years
 - 31%-80% Area Median Income are eligible for a 2% interest rate for 30 years
 - Loans for Owner-Investors
 - Tenants must income qualify
 - 5% interest for 30 years
 - Clarified foreclosure policy and disposition of foreclosed homes
- Program Highlights
 - Households must income qualify-Income thresholds are updated annually.
 - Focusing on single family homes.
 - Loans will be approved by Loan Committee: Jessie, Dave and Pat.
 - \$400,000 available for construction and cost of the loans.
 - Depending on application submissions and need we're expecting to perform a minimum of 5 housing rehabilitation projects.
- Outreach & Applications
 - Distributed flyers on 9/26/2024
 - Will conduct a direct mailing campaign
 - Applications will be ready to be distributed on 10/1/2024
 - Initial application due date is 11/1/2024 and will be rolling after that.
 - Completed applications are reviewed and processed on a 1st come 1st served basis

2024 State CDBG Income Limits - Effective 5/1/2024									
*Percentages may not be mathematically related to each other due to rounding									
		Number of Persons in Household							
County	Income Category*	1	2	3	4	5	6	7	8
Siskiyou	Extremely Low 30%	\$18,450	\$21,100	\$23,750	\$26,350	\$28,500	\$30,600	\$32,700	\$34,800
	Low 50%	\$30,800	\$35,200	\$39,600	\$43,950	\$47,500	\$51,000	\$54,500	\$58,050
	60% Limit	\$36,960	\$42,240	\$47,520	\$52,740	\$57,000	\$61,200	\$65,400	\$69,660
	Moderate 80%	\$49,250	\$56,250	\$63,300	\$70,300	\$75,950	\$81,550	\$87,200	\$92,800



City of Montague

The City of Montague, in partnership with Great Northern Services, is conducting a income survey.

The purpose of the survey is to assess eligibility for upcoming Community Development Block Grant (CDBG) opportunities.

The City of Montague must conduct their own confidential income survey based on a random sample of residents drawn from their utility database.

Your responses are crucial in determining eligibility for grant future funding.

We ask that you please complete the upcoming survey.

Without your cooperation, this effort cannot succeed.

All information included on the questionnaire is confidential.

No specific identifying information will be kept, and the questionnaires will be tallied as a group.

Frequently Asked Questions and Answers

Q: How long will this take?

A: The survey will take only 5 minutes of your time.

Q: What is the purpose of the survey?

A: The City of Montague needs accurate and up-to-date information about the income of families in the area to establish its eligibility to receive grant funding for important city projects. The Community Development Block Grant (CDBG) can be used for many activities, including infrastructure improvements, economic development, and housing rehabilitation.

Q: Who should complete the survey?

A: One survey should be completed for each family in the home ("family" means anyone related by blood, marriage, or adoption). Roommates should fill out separate surveys. Additional families living in the same house should fill out separate surveys. If you have an accessory rental unit, those residents should fill out a separate survey.



Q: How will the data be used?

A: The data will only be used to submit an application for grant funds from state or federal sources. The data from all families will be combined to produce a median family income for the city (how many families have incomes above and below a certain level).

Q: How can I be sure that my information will be kept confidential?

A: Your name and the information you provide will never be directly connected. We will keep all the data secure, and it will only be used in the application process. All data will be destroyed following the grant application period for which the data is being collected.



If you have any questions, please contact Alysia Garcia at 530-938-4115 Ext.131 or agarcia@gnservices.org



Montague Income Survey

Income Survey # _____

Physical Address: _____ City: _____

Mailing Address: _____ City: _____

INCOME SURVEY QUESTIONS

1. Is this your current residence?

☐ Yes ☐ No

2. How many people currently live in your household at this address (including yourself)?

3. How many of the people in your household are members of your family (including yourself)?

Family is defined as individuals related by blood, marriage, or adoption."

4. What is the combined total annual income of all family members living here before taxes?

5. If you prefer not to share your total income, please use the table below to indicate whether your family's total annual income before taxes in 2024 were ABOVE OR BELOW the amount in the "Income level" column. Please use the family size you reported in Question 3.

Number of Family Members Living in the Household (Check One)	Income Level	Above	Below
1	\$49,250	☐ 1a	☐ 1b
2	\$56,250	☐ 2a	☐ 2b
3	\$63,300	☐ 3a	☐ 3b
4	\$70,300	☐ 4a	☐ 4b
5	\$75,950	☐ 5a	☐ 5b
6	\$81,550	☐ 6a	☐ 6b
7	\$87,200	☐ 7a	☐ 7b
8	\$92,800	☐ 8a	☐ 8b

6. Which category best describes you? (You may select more than one group.)

- ☐ White
- ☐ Black/African American
- ☐ Asian
- ☐ American Indian/Alaskan Native
- ☐ Native Hawaiian/Other Pacific Islander
- ☐ American Indian/Alaskan Native & White
- ☐ Asian & White
- ☐ Black/African American & White
- ☐ American Indian/ Alaskan Native & Black/African American
- ☐ Prefer not to answer

7. Are you Hispanic/Latino?

- ☐ Yes
- ☐ No
- ☐ Prefer not to answer

8. Does your family rent or own this property?

- ☐ Rent
- ☐ Own
- ☐ Prefer not to answer

9. Is any member of your family age 62 or over?

- ☐ Yes
- ☐ No
- ☐ Prefer not to answer

We appreciate your time in taking this survey. Please note that all information included on this survey will be kept confidential. Confidentiality is protected by not including names on any of the forms. Moreover, no specific information will be kept. We thank you for your participation and valuable input.

To return the survey, you can either:

- Scan the QR code below to complete survey
- Email the completed survey to agarcia@gnservices.org
- Mail it to Great Northern Services 310 Boles St., Weed, CA 96094, or
- Fax it to 530-938-1040, Attn: Alysia Garcia





NOTICE TO CITY OF MONTAGUE HOMEOWNERS!

The City of Montague is accepting applications from homeowners for the CDBG Housing Rehabilitation Program.

Eligibility and Application Information

- **Location Requirement:** Your home must be located within the limits of the City of Montague.
- **Occupancy Requirement:** The home must be owner-occupied.
- **Income Eligibility:** Based on gross annual income, which must be less than 80% of the area's moderate income.
- **Application Availability:** Applications will be available starting October 1, 2024.
- **Application Submission Period:** Completed applications will be accepted from November 4 at 9:00 am until December 9 at 3:00 pm at the GNS offices, located at 310 Boles Street in Weed. Office hours are Monday through Thursday, 9:00 am to 4:00 pm, excluding federal holidays.
- **Review Process:** Completed applications will be reviewed on a first-come, first-served basis.

CDBG is a federally funded program from the US Department of Housing and Urban Development and administered by the CA Department of Housing and Community Development. Great Northern Services, subrecipient, assists Montague with this program.

If you have any questions, please contact Alysia Garcia at Great Northern Services 530-938-4115 Ext.131

2024 State CDBG Income Limits - Effective 5/1/24									
*Percentages may not be mathematically related to each other due to rounding									
		Number of Persons in Household							
County	Income Category*	1	2	3	4	5	6	7	8
Siskiyou	Moderate 80%	\$49,250	\$56,250	\$63,300	\$70,300	\$75,950	\$81,550	\$87,200	\$92,800





City Council Staff Report

AGENDA ITEM: VIII [1](#)

To: City Council

Meeting Date: October 3, 2024

City of Montague
230 S. 13th Street
PO Box 428
Montague, CA 96064

Time: 6:30 PM
Place: City Council Chambers

Action Taken: _____

From: City Clerk in leu of
City Administrator

Subject: Consideration of approval of the Housing Rehabilitation Assistance Program Guidelines for Community Development Block Grant:

Discussion: The City Administrator Dunn, City Clerk Monday, and Financial Commissioner Vela have all had multiple meetings as the Loan Committee to oversee and review the guidelines for our CDBG Housing Rehabilitation Assistance Program. We are asking council to review the final product.

Attachment: Housing Rehabilitation Assistance Program Guidelines

City of Montague

HOUSING REHABILITATION ASSISTANCE PROGRAM GUIDELINES COMMUNITY DEVELOPMENT BLOCK GRANT

HCD Approved November 14, 2014
Adopted by City Council on December 4, 2014
Revision 1 Adopted by City Council on _____

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CITY OF MONTAGUE
HOUSING REHABILITATION ASSISTANCE PROGRAM GUIDELINES

1.0. GENERAL

The City of Montague "City" 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 help eligible owners for correction of health and safety items, as well as code violations and to extend the useful life of existing housing units located within the Program's eligible area, as described in **Section 3.1**. The Program provides this assistance in the form of grants, forgivable loans and standard amortized loans used to finance the cost of necessary repairs that will provide the owner with a healthy, safe, sanitary and code-compliant home, referred to herein as "housing unit". The Program will be administered by City of Montague, hereinafter referred to as the "Program Operator". The City of Montague may select a subrecipient to administer portions of the program and will act as the Program Operator. ***The Program Operator is responsible to execute all Program activities in compliance with the adopted policies, procedures, and applicable HCD regulations. All policies contained herein become effective on the date of adoption by the Montague City Council.***

1.1. Conflict of Interest

When the City's program contains Federal funds, the applicable Conflict of Interest requirements of 24 CFR Section 570.611 will be followed.

No member of the City of Montague's Council and no other official, employee, or agent of the City government who exercises policy, decision-making functions, or responsibilities in connection with the planning and implementation of the program shall directly or indirectly be eligible for this program, unless the application for assistance has been reviewed and approved according to applicable HCD guidelines. This ineligibility shall continue for one year after an individual's relationship with the City ends.

A contractor with a vested interest in the housing unit cannot bid on a rehabilitation job.

1.2. 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, medical condition, marital or familial status, medical condition, national origin, race, religion, religious affiliation, gender, sexual orientation or other arbitrary cause, be excluded, denied benefits or subjected to discrimination under the Program. The Program Operator 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, may 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 owners 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 Operator will take appropriate steps to ensure effective communication with disabled owners, residents and members of the public.

1.3. Application Process and Selection

A. Outreach

When funding is available, the Program Operator will conduct outreach for the Program according to the City's Marketing Plan (**Attachment D**).

The Program will be advertised for 30 days allowing applicants to gather documentation needed before the application period is open. The application packet can be distributed during this time, but applications will not be accepted until the application acceptance period is open.

B. Application

Application packets (**Attachment J**) will be available to applicants at the beginning of the Outreach period until funding is expended.

Applications will be accepted no sooner than 30 days after the beginning of the Outreach period opens. Applications will be accepted and reviewed on a first come first serve basis. All applications will be delivered to the Program Operator who will date and time stamp the application upon receipt. The Program Operator will review applications in the order they are received.

Only complete applications will move forward in the process. Applications are deemed complete if all requested information is provided. If the application is complete, it will be processed in the order it was received with other completed applications.

Incomplete applications are returned to the applicant with a letter detailing the additional information needed. The applicant will have 30 days to respond to the letter with the information requested. If the information is received outside of that time frame, the application will be re-stamped with the new date and will be reviewed in the order it was received. The Program Operator may require a new application if too much time has elapsed.

An interview is then scheduled with the owner regarding participation in the Program. At the briefing, the Program is fully explained; application forms and documents are reviewed. Once eligibility has been confirmed, a title report is obtained.

If the Program Operator encounters material discrepancies and/or misrepresentations, and/or there is income, asset, household composition, or other important questions that can't be resolved, the Loan Committee reserves the right to deny assistance to the household.

C. Environmental Review

An environmental review process is required for all HUD-assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users. Not every project is subject to a full environmental review (i.e., every project's environmental impact must be examined, but the extent of this examination varies). Every project must be in compliance with the National Environmental Policy Act (NEPA), and other related Federal and state environmental laws. The environmental review must be completed, and the project determined that there will be no adverse effects to the surrounding area prior to any loan approval.

D. Household Selection

Owners selected for participation in the Program are those determined eligible upon completion of processes described in **Sections 1.3.A through 1.3.C** above. Household Selection for funding will be based on available funds, client eligibility, condition of property and loan committee approval.

E. Initial Inspection/Work Write-Up/Estimate

Prospective units are inspected by the Program Operator or a certified housing inspector to determine eligibility, acceptability of properties for participation in the Program, identify any code-related and health and safety deficiencies which should be corrected and the priority rating on the home.

If the housing unit 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 and cleared by a certified LBP inspector/assessor. **Refer to the Lead-Based Paint Requirements in HCD's CDBG Grant Management Manual.**

Measurements and observations on the housing unit will be noted, including special conditions with potential cost consequences (dilapidated outbuildings, absence of curb and gutter when required by code, etc.). As needed a floor plan and site plan will be drawn for the housing unit, including all appurtenances.

Findings are noted on an inspection form, and later used by the owner and contractor to prepare the bid.

F. Bid Solicitation

The Program Operator is able to assist the owner with the bid solicitation process.

The owner should attempt to receive three bids but at a minimum must obtain two bids from qualified contractors through a competitive process. If the owner can only secure one responsive responsible bid, the Program Operator will assist the owner in having the bid approved through HCD as a Sole Response bid.

If the City has a contractor list, the owner will obtain bids from a list of eligible contractors procured by the City. Contractors will be encouraged to request placement on this list through an on-going outreach effort provided by the Program Operator. The Program Operator will mail Invitations to Bid (ITB) (**Attachment L**) to all eligible contractors on file.

If there is not a list of eligible contractors, the ITB can be published on the Shasta Builder's Exchange, local newspapers, social media sites and/or City's website and flyers can be distributed in town. All bids shall conform to bid construction requirements of HUD and HCD including but not limited to MBE/WBE and Section 3 requirements. As part of the bid solicitation process a bid walk-through date and time are scheduled. Bid results will be provided to participating contractors. The owner with assistance of the Program Operator will conduct an analysis of all bids against the bid work write-up. Unless there are extenuating circumstances, the lowest responsible responsive bid will be submitted with the application for review to the loan committee.

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 Insurance of at least \$1,000,000 per occurrence as required prior to issuance of building permits.

The Program Operator determines the eligibility of the contractor and subcontractor by verifying they have the appropriate licenses with the California State Contractors License Board, are bonded, insured, etc. and checking SAM.gov for debarred and exclusion status. Once determined eligible, the contractor is then notified of provisional award of bid (pending loan approval).

G. Appraisal

The Program Operator will use their best judgement by knowing the local real and/or researching estate values if the loan will be greater than after rehabilitation value of the home.

The Program Operator has the discretion to have an appraisal conducted on the property if the loan to value ratio will be substantially over 100% of the after rehabilitation value of the home. An after-rehabilitation value for rehabilitation projects is determined by a licensed appraiser. The appraiser determines the value of the unit with the contractor's bid. The cost of the appraisal will be combined into the loan assumed by the owner.

H. Loan Request/Approval

A report and loan request are prepared on behalf of the owner by the Program Operator. The loan request includes the cost of construction, a contingency fund, and other Eligible Costs listed in **Section 8.5**. A Loan Committee meeting is scheduled to consider/review the loan request. **Section 1.4** provides additional information on the loan approval process. Once approved, loan documents (**Attachment K**) are executed, and the loan is funded.

I. Pre-Construction Conference

A pre-construction conference is scheduled with the owner, contractor, and Program Operator. The Program Operator reviews the Construction Contract, including the work write-up, start date, pay schedule, and date of completion, with the owner and contractor. The construction contract and Notice to Proceed are executed by the owner and contractor.

J. Start-Up/Field Inspections

The owner agrees the housing unit will be available during reasonable hours to the contractor for the performance of rehabilitation work and to the Program Operator for construction monitoring.

The Program Operator monitors construction progress and performs field inspections on a regular basis in order to check the scope of work, inspect materials, and to confirm the job is on schedule and within budget.

The Program Operator reviews the work status with the owner and contractor in order to remedy any developing problems quickly and to ensure all parties are satisfied with the construction process. At the completion of each phase, the Program Operator inspects the work and the owner authorizes contractor payments.

The Program Operator will refer back to original plans and specifications to verify the work was completed as contracted.

K. Change Orders

Written change orders are required when the owner or contractor 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 must be signed by the contractor and owner and submitted to the Program Operator. The change order will state the change and dollar value for the change. If the change order exceeds the approved financing, the owner will be asked to provide additional funds or a report and request for additional funds may be presented to the Loan Committee for approval.

L. Progress Payments

Ninety percent of the contract amount is distributed to the contractor in the form of progress payments during construction if the timeline and project amount warrants it. The final ten-percent of the contract amount is set aside as a retainer and released with the final payment. The contractor requests a progress payment from the owner and notifies the Program Operator of what they have done so far. Upon favorable inspection by the owner, Program Operator will approve the payment authorization signed by the owner and submit for payment to the City.

M. Final Inspections/Notice of Completion/Final Payment

When the project is completed, the Program Operator inspects the work item by item with the owner and contractor. The local building department performs the final inspection if permitted. Any corrections or deficiencies are noted and corrected by the contractor. Upon favorable final inspections, final payment and ten-percent retainer is released. A Notice of Completion is then prepared, signed by the owner, and recorded.

1.4. Loan Process

The City's Loan Review Committee must approve all loans and grants. The Loan Review Committee may approve assistance with 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 improvements and where clear and convincing documentation exists, justifying why the exception is needed to ensure the house is constructed to a safe and sanitary condition. If necessary the loan committee can award the funds above 100% appraised value as a grant.

In order to obtain financing, owners must meet all property and eligibility guidelines in effect at the time the application is considered. Owners are provided written notification of approval or denial. If the loan is denied, the owner is mailed a denial letter stating the reason for the denial. The applicant may apply again if funding is available and the reason for the denial has been alleviated.

2.0. APPLICANT ELIGIBILITY

2.1. Applicants

The Program allows for owner-occupied and owner-investor who has an income qualified tenant(s) occupied housing unit(s) to participate. Qualification of owners is determined by the Program Operator according to the following guidelines:

A. Owner-Occupant

To be eligible, the applicant must be the owner and occupant of the housing unit to be rehabilitated. The owner must certify the property is not being offered for sale and is their primary residence (**Attachment I**). A copy of a recent property tax and utility bill will verify proof of occupancy. Housing and debt ratios are considered, and a credit report is required, since the funding provided may create an additional monthly financial obligation. If an owner-occupant has a mortgage, all payments must be current with no late payments received in the past twelve months.

B. Owner-Investor

To be eligible, the applicant must be the owner of the housing unit to be rehabilitated. The owner must certify the property is not being offered for sale. If there is a mortgage on the housing unit, all mortgage payments must be current with no late payments received in the past twelve months.

2.2. Income Limits

The household members must certify that they meet the household income eligibility requirements for the applicable Program and have their household income documented. The income limits in place at the time of loan approval will apply when determining the household's income eligibility. The entire household must have incomes at or below 80% of Siskiyou County's area median income (AMI) as published by HCD each year.

Household: means one or more persons who will occupy a housing unit. Current pregnancy counts in family size determination.

Annual Income: The gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period as determined using "Part 5 Income Inclusions and Exclusions" and "Part 5 Asset Inclusions and Exclusions" (24 CFG 5.609(b) and (c)).

A. Owner-Occupied Requirements

To be eligible, the household income must be equal to or less than the applicable HCD income limits based on US Department of Housing and Urban Development's (HUD) annual State CDBG Income Limits.

B. Owner-Investor Requirements

There are no restrictions on the income of the owner-investor. The tenant's household must qualify.

C. Tenant Requirements

If a rental is currently occupied, the tenant's household must income qualify. If the unit is vacant, future tenants will have to income qualify. Tenants will be required to cooperate by providing income and asset documentation. Household income must be equal to or less than the applicable HCD income limits based on HUD's annual State CDBG Income Limits.

2.3. Income Qualification Criteria

Projected annual gross income of the household will be used to determine whether the household is above or below the published HCD income limits. Income qualification criteria, as shown in the most recent HCD program-specific guidance, 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. All documentation will be dated within one year prior to loan closing, kept in the applicant file, and held in strict confidence.

A. Household Income:

Household income is the annual gross income that is projected to be received during the coming 12-month period of all adult household members (ages 18 and older) and will be used to determine Program eligibility. The household's projected income is based on past and projected earnings using "Part 5 Income Inclusions and Exclusions" and "Part 5 Asset Inclusions and Exclusions" (24 CFG 5.609(b) and (c)).

B. Assets:

There are no asset limitations for participation in the Program. Income from assets is recognized as part of annual income under "Part 5 Income Inclusions and Exclusions" and "Part 5 Asset Inclusions and Exclusions" (24 CFG 5.609(b) and (c)).

3.0. PROPERTY ELIGIBILITY**3.1. Location**

For projects funded with Program funds and/or Program Income the target area is the incorporated area within the City limits.

3.2. Conditions

- A. No housing unit will be eligible if it is currently occupied by an over-income household or does not meet the eligibility standards outlined in these guidelines.
- B. To prevent owners from evicting ineligible tenants before applying to a CDBG-funded Program, the owner must certify no tenant has been forced to move without cause during the previous six months. Current lease agreement must be submitted with application.
- C. The property must contain a legal residential structure intended for continued primary residential occupancy.
- D. Housing units eligible for rehabilitation include single-family homes, multi-family units with no more than four units and mobile/manufactured homes, if placed on a foundation.

- E. Loan cannot exceed \$5,000, if a mobile or manufactured home is located in a mobile home park or the owner-occupant does not own the land. Owner-investors are not eligible for these improvements.
- F. In the case of a 2 to 4-unit property in which the one occupant (which may or may not be the owner) is income eligible, but the other tenants are not, the rehabilitation shall be limited to those that benefit the overall structure (roof, exterior changes) and the interior changes for the income eligible household only.
- G. Property taxes must be paid and current.
- H. Property owner must be on be on property's title.
- I. All repair work will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. The priority is to eliminate health and safety hazards. Program Operator may also require the elimination of any code deficiencies. However, if certain components of the house are sound and were built to code prescribed at the time of installation, no repair or alteration need be made to those components. Section 8 Housing Quality Standards may be required on rentals by the Program Operator when CDBG funds are used.

3.3. Notification and Disclosures

- A. Occupants of housing 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 H-1**).

- B. Tenants located in housing units that receive housing rehabilitation assistance will be provided a notice outlining their relocation rights and benefits (**Attachment E**).

3.4. 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 tenants are eligible to receive payment for increased housing costs, payment for moving and related expenses and appropriate advisory services, as detailed in the City's "Residential Anti-Displacement and Relocation Assistance Plan". Temporary relocation benefits will be provided by the owner of the housing unit (**Attachment E**).

Owner-occupants are encouraged to find temporary housing as they are voluntarily

participating in the program. Owner-occupants are eligible for temporary relocation benefits as detailed in **Attachment E**.

4.0. LOAN COMMITTEE

4.1. Composition

Members of the Loan Committee shall be the City Clerk and the City Administrator. The third member of the committee may include the City Treasurer, one other member of the City Council or a resident of the City, who does not currently have an outstanding loan and will not apply for a loan. There will be a minimum of 3 loan committee members and a maximum of 5 members. An odd number of members should be maintained. The City Clerk and City Administrator shall appoint the loan committee members.

4.2. Purpose and Meetings

The Loan Committee shall meet as needed and perform the following functions:

- A. Approve or deny CDBG housing rehabilitation loan applications with direction from the Program Operator based on these guidelines.
- B. Provide recommendation to staff for past due loan payment actions.
- C. Approve or deny an application for a loan modification or other loan adjustments due to hardship.
- D. Act as liaison and arbitrator in the event of a dispute between any of the parties: city, housing rehabilitation staff, property owner, contractors, etc.
- E. The activities of the loan committee are strictly confidential. However, minutes of Loan Committee meetings shall be kept.

5.0. LOAN CONDITIONS AND TERMS

In order to obtain financing the owners must meet all income, property and eligibility guidelines required by the Program that are in effect at the time of loan approval.

5.1. Maximum Amount of Program Assistance

Eligible owners may qualify for the full cost of rehabilitation/reconstruction work needed to comply with state and local codes and ordinances. The maximum loan amount for rehabilitation/reconstruction will not exceed eighty percent (80%) of the loan to after rehabilitation value of the home. If the loan is over 80% of loan to the estimated after rehabilitation value of the home, reconstruction may be an option if funding is available. Loan amounts exceeding the after rehabilitation value of the home may be authorized in extenuating circumstances as funds are available or as grants.

If a project is above the maximum amount of assistance the owner may finance the remaining amount of the project costs with personal financing and/or other loan or grant funds.

5.2. General Lending Criteria and Procedures

General underwriting criteria will be used to evaluate the owners for financial assistance, which include:

- A. The ability and willingness of an owner to repay a loan, as well as all existing liabilities, as evidenced by income, credit history, necessary monthly expenses, and stability of income sources.
- B. The economic feasibility of rehabilitation, such that a reasonable expenditure of funds enables the correction of all major health and/or safety related items and an adequate amount of collateral is provided for the loan.

5.3. Qualifying Ratios

The front-end ratio shall be less than 40% and is the percentage of an owner's gross monthly income (before deductions) that would cover the cost of PITI (loan principal and interest payment + property taxes + property insurance).

The back-end ratio shall be less than 50% and is the percentage of an owner's gross monthly income (before deductions) that would cover the cost of PITI plus any other monthly debt payments like car or personal loans and credit card debt.

Qualifying ratios are only a rough guideline in determining an owner's credit-worthiness. Many factors such as credit history and loan amounts will influence the decision to approve or disapprove a particular loan. The owner's credit history will be reviewed by the Program Operator and documentation will be maintained in the project file.

5.5. Loan Rates and Terms**A. Owner-Occupants****1. Determining Eligibility**

If an owner-occupant is determined to be eligible and meets Qualifying Ratios in 5.3, the rate and term of the loan are based on the owner-occupant's household members annual income and age.

2. 65 Years Old & Older and 30% and Below Area Median Income

Owner-occupants where all members of the household are 65 years old and older, and the household's annual household income is 30% AMI and under will be eligible for a forgivable loan. No payments are made against the loan for 5 years if Residency Requirements are met. No repayment of the loan funds will be made by the owner-occupant if all Residency Requirements are met at the end of the 5th year. When all terms of the contract have been met after the five years, the Deed of Trust and Note will be satisfied.

Forgivable Loan

<u>Percent of Original Grant Amount</u>	<u>End of Year</u>	<u>Percent Still Owed</u>
20.0%	1	80.0%
40.0%	2	60.0%

60.0%	3	40.0%
80.0%	4	20.0%
100.0%	5	0.0%

3. 30% and Below Area Median Income

Owner Occupants who are under 65 years old and the household's annual household income is 30% AMI and under are eligible for a loan of one percent (1%) for thirty (30) years. Loans will be secured by a promissory note and deed of trust.

4. 31%-80% Area Median Income

Owner Occupants who are any age and the household's annual household income is 31-80% AMI are eligible for a loan of 3 percent (3%) for thirty (30) years. Loans will be secured by a promissory note and deed of trust.

5. Mobile & Manufactured Home-Owners in Mobile Home Park

Owner Occupants who are any age and the household's annual household income is 80% AMI or below and meet the Qualifying ratios are eligible for a forgivable loan that cannot exceed \$5,000. No payments are made against the loan for 5 years if Residency Requirements are met. No repayment of the loan funds will be made by the owner-occupant if all Residency Requirements are met at the end of the 5th year. When all terms of the contract have been met after the five years, the Deed of Trust and Note will be satisfied.

<u>Forgivable Loan</u>		
<u>Percent of Original Grant Amount</u>	<u>End of Year</u>	<u>Percent Still Owed</u>
20.0%	1	80.0%
40.0%	2	60.0%
60.0%	3	40.0%
80.0%	4	20.0%
100.0%	5	0.0%

B. Owner-Investors

1. Determining Eligibility

If an owner-investor is determined to be eligible and meets Qualifying Ratios in 5.3, they may receive a loan. **Eligibility is also based on tenant's income qualification and the Owner-investor signing a Rent Limitation Agreement.**

2. Loans

Qualifying owner-investors are eligible for a five percent interest rate loan for thirty (30) years. Loans will be secured by a promissory note and deed of trust.

5.6. Agreements

The grant or loan agreement is required for all CDBG grant or loan assisted units. This agreement is secured by a deed of trust and promissory note and contains a five year period of affordability, which is the time period the owner will not transfer title or

discontinue use as an income-limited residence in the housing unit. The agreement shall be in place for the duration of the loan or grant. If the owner fails to meet the affordability period, the grant or loan is due and payable. The agreement is subject to the applicable guidelines that are in effect at the time of the agreement's execution.

A. Loan Agreement

Owner-Occupant and Owner-Investors are required to sign a grant or loan agreement, which is kept on file. The agreement outlines the terms of the loan or grant which include maintenance and occupancy requirements of the property.

The Owner-Occupant and Owner-Investors shall maintain the housing unit at post rehabilitation conditions, excluding normal wear and tear, for the life of the loan or grant.

B. Rent Limitation Agreement (RLA)

An owner-investor who elects to rehabilitate a rental unit must sign a Rent Limitation Agreement (RLA), which is recorded and kept on file. Adherence to the RLA will be for five years of the loan from the date of Notice of Completion. This agreement shall 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 house is vacant, rent charges shall not exceed thirty percent of the eighty percent of the City's area median income for the appropriate household size in that unit. Owner-investors shall affirmatively seek low mod households. Where such contact does not result in eligible low mod tenants, the owner-investor shall contact the Program Operator for guidance.

3. Base Rent - Occupied Unit

If the house is occupied, rent charges shall not exceed thirty percent of the existing tenants' household income; or, where, before rehabilitation, rents already exceed thirty percent of the existing tenants' income, no rent increases shall be allowed which provide for rents plus utilities over thirty percent of the tenants' income.

In every case of a proposed rent increase, the tenants affected by such increase shall receive written notice of the amount of increase at least sixty days prior to the proposed date of increase.

4. Income Certification - Annual recertification of tenant's income and rents paid to the owner-investor. Owner-occupants do not income recertify.

5. Compliance – Failure to comply with these terms and conditions will result in the loan becoming due and payable. The Lender will work with investors to bring the loan into compliance, in order avoid default whenever possible.

C. Closing Disclosure Statement

A statement of final loan/grant terms and closing costs signed and kept on file.

D. Rescission Notice

The right to rescind the loan/grant within 3 days of loan execution. Signed and kept on file.

5.7. Loan Security

- A. Loan security for all housing units will be secured by the real property and will include a Deed of Trust, Promissory Note and Loan Agreement in favor of the City.
- 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 Security Agreement and will also include a Promissory Note and Loan Agreement in favor of the City.
- C. All owners listed on the benefiting property title are required to sign the Deed of Trust, Promissory Note, Loan Agreement and other related loan documents, whether or not they reside on the property.
- D. The City will not subordinate a loan.

5.8. Insurance

A. Standard Property Insurance

Owner must maintain property insurance coverage for the duration of the loan period naming the City as loss payee for the amount of the loan, unless the loan is a second mortgage, in which case the Lender should be listed as additional insured. If owner fails to maintain the necessary insurance, the City will notify the owner in writing. If this occurs, the City may take out forced place insurance to cover the property while the owner 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 owner's new insurance.

B. Fire Insurance

The owner will maintain fire insurance on the property for the duration of the loan. This insurance must be in an amount adequate to cover all encumbrances on the title. The insurer must identify the City as mortgagee, loss payee or additional insured. A binder must be provided to the Program Operator.

In the event the owner fails to make the fire insurance premium payments in a timely fashion, the Program Operator may make such payments for a period not

to exceed 60 days. The Program Operator may, in its discretion and upon the showing of special circumstances, make such premium payments for a longer period of time. Should the Program Operator make any payments, it may add such payments to the principal amount that the owner is obligated to repay the City.

C. Flood Insurance

When a housing unit is located in a 100-year flood zone, the owner will maintain flood insurance on the property for the duration of the loan. This insurance must be in an amount adequate to cover all encumbrances on the title. The insurer must identify the City as mortgagee, loss payee or additional insured. A binder must be provided to the Program Operator.

In the event the owner fails to make the flood insurance premium payments in a timely fashion, the Program Operator may make such payments for a period not to exceed 60 days. The Program Operator may, in its discretion and upon the showing of special circumstances, make such premium payments for a longer period of time. Should the Program Operator make any payments, it may add such payments to the principal amount that the owner is obligated to repay the City.

5.9. Property Taxes

The owner will maintain current property taxes for the duration of the loan. In the event the owner fails to make property tax payments, the Program Operator, may make such payments plus any penalties. Should the Program Operator make any payments, it may add such payments and penalties to the principal amount that the owner is obligated to repay the City. All property tax payments made by the Program Operator shall come out of the City's general fund and will be repaid to the general fund upon repayment. **CDBG funds cannot pay for property taxes.**

5.10. Terms

Failure to comply with the above terms, conditions, and agreements will result in the loan and/or grant becoming due and payable and, if necessary, foreclosure proceedings will be instituted per Attachment G.

6.0. RESIDENCY REQUIREMENTS

6.1. Owner-Occupied

- A. Continued residency is monitored annually by the Program Operator, for the term of the loan/grant. Occupancy is verified by either of the following:
1. The owner-occupant having a utility account with the City that includes metered water; or
 2. Statement of unit's continued use as primary residence with proof of occupancy attached in the form of a copy of a current utility bill.
 3. Proof that property insurance and taxes are paid and current.

- B. In the event the owner sells, transfers title, or discontinues residence in the rehabilitated housing unit for any reason, the loan becomes due and payable, unless the following conditions are met:
1. Following the death of the owner, an heir who resides in the rehabilitated housing unit and is income eligible may be permitted, upon approval of the Loan Committee, to assume the loan, at the rate and terms the heir qualifies for under the current Program guidelines. The heir must hold title before assuming the loan.
 2. Following the death of the owner, an heir who does not reside in the rehabilitated housing unit and does not wish to reside in the unit, the balance of the loan is due and payable.
 3. Following the death of the owner and the heir is not income eligible, the heir may not be permitted to assume the loan, the balance of the loan is due and payable.
 4. Following the death of the owner, the heir may elect to convert the home to an owner-investor property. The heir may be permitted, upon approval, to refinance the loan at the same rate and terms offered to owner investors under current program guidelines. The heir must hold title before the loan can be refinanced. If the heir does not elect to comply with owner investor guidelines, the loan is due and payable.
- C. If the owner-occupant converts the housing unit to a rental unit, the loan is due and payable. If the tenant is income eligible, the loan may be refinanced based on Owner-Investor guidelines.
- D. If the owner converts the housing unit to any commercial or non-residential use, the loan is due and payable.
- E. Forgivable Loan
1. There is a 5-year owner occupied requirement after the occupancy permit is issued. When all terms of the contract have been met after the five years, the Deed of Trust and Note will be satisfied.
 2. If the Owner Occupant status changes per 6.1.B, only an heir apparent of the Owner Occupant as described in 6.1.B.1 can assume the home and the grant within the 5-year timeframe for the remainder of the 5 year term. All other transfers of title, ownership or occupancy as described in 6.1.B Owner Occupant will necessitate the grant will be reimbursed based on the following and is due and payable to the City:

<u>Percent of Original Grant Amount</u>	<u>End of Year</u>	<u>Percent Still Owed</u>
20.0%	1	80.0%
40.0%	2	60.0%
60.0%	3	40.0%
80.0%	4	20.0%
100.0%	5	0.0%

6.2. Owner-Investor

- A. Continued income qualified tenant residency is monitored by the Program Operator for the five-year term limit of the Rent Limitation Agreement.
- B. Upon change of occupancy in tenants, in order to recertify the rental limitation agreement, owner-investors must submit the following:
 - 3. A written list of the new current occupants' name and monthly rents; and
 - 4. Proof of tenant's income.
- C. In the event the owner sells or transfers title of the rental unit for any reason, the loan is due and payable.
- D. Owner-investors may convert a rental unit to their personal residence if all these conditions exist:
 - 1. Proof is provided that the previous tenant was not evicted without cause.
 - 2. The owners are income eligible.
 - 3. The owners have received approval from the Loan Committee.
- E. In the event the owner converts the rental unit to their personal residence, but is not income eligible, the loan is due and payable.
- F. In the event the owner wants to convert the rental unit to any commercial or non-residential use, the loan is due and payable.

7.0. LOAN SERVICING AND MAINTENANCE

7.1. Payments

Owners are required to make monthly payments as specified in the promissory note.

7.2. Receiving Loan Repayments

- A. Program loan payments will be made to:
City of Montague
P.O. Box 428
230 S 13th Street
Montague, CA 96064.
- B. The City is the receiver of loan payments or recaptured funds and maintains a financial record-keeping system to record payments and file statements on payment status. Payments are deposited and accounted for in the City's appropriate Program Income Accounts. The City will accept loan payments from owners prepaying deferred loans, from owners making payments in full upon sale or transfer of the property, and from owners making regular payments on an amortized loan. All loan payments are payable to the City of Montague. The City 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. Loan Servicing Policies and Procedures

See **Attachment F** for the City's Loan Servicing Policies and Procedures. The attached policy outlines a system that can accommodate a crisis where circumstances beyond an owner's control may temporarily limit repayment ability. In cases of death of a family member, loss of job, divorce or major illness, the loan terms may be modified. Program loans are to be repaid and the City is willing to pursue all legal means necessary to ensure the repayment of a delinquent loan.

7.4. Loan Monitoring Procedures

Owners are required to submit to the Program Operator annually for the term of the loan the following items:

- A. Proof of occupancy in the form of a copy of a current utility bill.
- B. Statement of unit's continued use as a residence.
- C. Verification of current required insurance policies.
- D. Verification property taxes are current.
- E. Proof of income of rental occupants.
- F. Owner-investor to certify and attest to Fair Market Value rents.
- G. The City of Montague will verify with the County of Siskiyou that property taxes are current.

7.5. Default and Foreclosure

If an owner defaults on a loan, and foreclosure procedures are instituted, they will be carried out according to the City's Foreclosure Policy and attached to these guidelines as **Attachment G**.

7.6. Subordinations

The City will not approve a request to subordinate a Program loan.

8.0. CONSTRUCTION**8.1. Standards**

All rehabilitation will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. The priority will be the elimination of health and safety hazards. The Program Operator may also require elimination of code deficiencies. Section 8 Housing Quality Standards may be required on rental units. However, if certain components of the housing unit are sound and were built to code prescribed at the time of installation, no repair or alteration will be made to those components.

If a home is deemed that the rehabilitation will be economically unfeasible, cannot be brought up to code or cannot meet HUD's Lead Based Paint standards with the funding available the Program Operator and/or City has the right to deny the home for rehabilitation services. The homeowner shall receive a written notification as to why the home is not eligible.

8.2 Contracting Process

Contracting will be done on a competitive basis conducted by the owner with assistance from the Program Operator. The lowest responsible responsive bidder will receive the award. The owner is the responsible agent for the construction contract being between the owner and the contractor.

The City does not warrant any construction work or provide insurance coverage.

A. Approved Contractors

1. Contractors and subcontractors are required to be actively licensed with the State of California and in good standing with the Contractors' License Board.
2. Contractors and subcontractors will be checked against HUD's federally debarred list of contractors. No award will be granted to a contractor on this list.
3. Contractors and subcontractors must have general liability insurance, and worker's compensation, unemployment and disability insurance, to the extent required by State law.
4. Contractors and subcontractors must comply with all federal and state regulations.
5. A Notice of Completion will be recorded with the Siskiyou County Recorder after final building inspection by the city's building inspector or Program Operator if permits were not necessary.

8.3 Lead Based Paint

Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as identified in **Section 3.3**.

Units constructed prior to 1978 will also be inspected and work will be conducted according to HUD LBP regulations. Please refer to the 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 (Attachment H-2).
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 (Attachment H-3).
3. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more than \$25,000 (Attachment H-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.

8.4. Eligible Projects

The goal of the Lender's rehabilitation program is to remove deficiencies, improve energy efficiency, remediate lead-based paint, extend the useful life of the property, provide accessibility to comply with the Americans with Disabilities Act (ADA). All improvements must be physically attached to the property and permanent in nature.

Luxury items are not permitted. If building materials that are normally considered "luxury items" are necessary due to a medical condition of a household member or for reasons of accessibility, the Lender may approve the use of such materials. Examples of non-eligible improvements include replacement of personal property, swimming pools, patios and patio covers, room additions that are for leisure, landscaping upgrades, hot-tubs, custom cabinets, and high-end appliances.

A. Rehabilitation

Rehabilitation will address the following issues in the order listed. Eligible costs are included for each item.

4. *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, repair or replacement of major housing systems. A driveway may be considered part of rehabilitation if it is determined to be a health and safety issue.

5. *Code and Regulation Compliance*

Eligible costs include, but are not limited to, additional work required to rehabilitate and modernize a housing unit and bring it into compliance with current building codes and regulations. Painting and weatherization are included.

6. *Demolition*

Eligible costs include, but are not limited to, the tear down and disposal of a dilapidated housing unit when it is a part of reconstruction. 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.

7. *Upgrades/Room Additions*

Eligible costs include adding bedrooms and bathrooms if the need can be demonstrated per HUD's overcrowding guidelines listed in Attachment C-1. The Program will not fund additions to a home for a den or family room, or for any luxury items.

8. *General Property Improvements*

Eligible costs include, but are not limited to, installation of an EPA woodstove, energy efficient appliances.

All improvements must be physically attached to the housing unit and permanent in nature. Non-code property improvements, such as but not limited to exterior paint or fence repairs or replacement will be limited to 15

percent of the loan amount. Any cash contribution by the owner is considered a general property improvement and included in this percentage. Luxury items are not permitted and may include but are not limited to hardwood floors, hot tubs, whirlpool baths, steam showers, or fireplaces.

9. *Appliances*

Items such as refrigerators, cook stoves, dishwashers, washing machines, and dryers that are not built-in may be replaced due only to incipient failure or documented medical condition of the owner. Washers, Dryers, and Dishwashers are common appliances in the City's affordable housing stock and therefore allowable. All appliances will meet or exceed Energy Star standards with the exception of dryers which will have Minimum 7.0 cubic feet capacity: shortens dry time by allowing air flow; Sensor Dry system: measures moisture in drum then automatically adjusts drying time; Five Temperature Levels: high, medium high, medium low, low, and ultra low. Appliances will be subject to deed restrictions in that all appliances purchased with Program funds will remain with the home. (CDBG Grants Management Manual Appendix E: Housing Rehabilitation Section 1.3 September 2023)

10. *Rehabilitation Standards*

All repair work related to health and safety conditions will meet Local Building Code standards. The priority will be the elimination of health and safety hazards and code compliance.

B. Reconstruction

Rehabilitation includes reconstruction. Reconstruction is defined as the demolition and construction of a housing unit on the same lot in substantially the same manor. The Program Operator must document that the reconstruction costs are less than the cost to rehabilitate the existing substandard housing and the estimated cost of the reconstructed housing (including demolition, site preparation and temporary relocation) should be less than the fair market value of the reconstructed housing and land combined.

The housing unit to be reconstructed must contain cooking, eating, sleeping, and sanitation facilities; and has been legally occupied as a residence within the preceding 12 months. Fifth wheels or recreational vehicles, for example, are not considered housing units and therefore are not eligible.

One-for-one replacements require that the housing unit to be demolished must be replaced with a similar unit (replace manufactured housing with manufactured housing, for example). Additions may be approved by the Program Operator when required by codes/ordinances or to alleviate overcrowding (**Attachment C-1**).

8.5. **Eligible Costs**

Costs are based on charges incurred by the City, or its Program Operator, for these products and/or services.

Allowable loan/grant costs include but not necessarily limited to:

- A. Construction costs related to the rehabilitation or reconstruction.
- B. Building permits, and other related government fees.
- C. Architectural, engineering, and other consultant services, which are directly related to the rehabilitation of the housing unit.
- 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 and meets current HCD manufactured home code. Should the unit meet the criteria for reconstruction a new manufactured home can be used for replacement and all costs associated with the purchase and transportation can be added to the loan. The replaced manufactured home must be placed on a permanent foundation per HUD Permanent Foundations Guide for Manufactured Housing when on a single family residential lot (HUD Notice CPD 2023-10).
- E. Disposal Bin
- F. Rehabilitation activity delivery fees, pursuant to Section 7733(f), as reimbursement to the Program Operator for the actual costs of services rendered to the owner that are incidentally but directly related to the rehabilitation work (e.g. planning, engineering, construction management, including inspections and work write-ups). Project costs for all expenses related to the paperwork for processing and insuring a loan application include but not limited to:
 - 1. Appraisal
 - 2. Property Report/Title Insurance
 - 3. Building Plan
 - 4. Termite Report
 - 5. Lead Paint Testing
 - 6. Land Survey
 - 7. Grading Plan
 - 8. Escrow and Recording Fees
 - 9. Fire/Course of Construction Insurance
 - 10. Flood Insurance
 - 11. Storage

8.6. Repair Callbacks

Contractors will comply with State law regarding all labor and material warranties. All labor and material will meet FHA minimum specifications.

8.7. Sweat Equity

Owner-occupants may participate in sweat Equity provided they have the expertise, capacity and commitment. Potential owner/builders may be approved by the Program Operator before submission for approval by the loan committee. The owner/builder will also need permission from the general contractor. A list of work with a timeline will be presented to the Program Operator and general contractor for final approval. Property owners wishing to participate must have recent experience in each phase of the owner/builder component of work. References may be requested. Owner/builders labor costs are not an eligible cost.

Owners that contribute sweat equity that involves painting will not participate in activities that include the abatement or mitigation of lead paint hazards without first being trained on Safe Work Practices as required by HUD and provide documentation of such in the project file.

9.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES**9.1. Amendments**

The City may make amendments to these Program Guidelines. Any changes made will be in accordance with federal and state regulations, will be recommended by the City's Loan Committee and approved by the City Council.

9.2. Exceptions

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an owner treated differently would be an exception.

The City or its Program Operator may initiate consideration of an exception and prepare a report. This report will contain a narrative, including the City's/Program Operator's recommended course of action and any written or verbal information supplied by the owner.

The City's Loan Committee will make a determination of the exception based on the recommendation of the Program Operator and report.

10.0. DISPUTE RESOLUTION AND APPEALS PROCEDURES**10.1. Program Complaint and Appeal Procedure**

Complaints concerning the City's Program should be made to the Program Operator first. If unresolved in this manner, the claimant may submit a written appeal to the Loan Committee. The written appeal should provide details of the problem, and the actions desired by the claimant to resolve the issues.

A. Appeals Board**1. Purpose**

The function of the Appeals Board is to review and act on complaints or appeals. The Appeals Board may recommend reconsideration be given to the claimant by the Program Operator.

2. Composition

The Appeals Board will be the Loan Committee.

3. Meetings and Action

The Appeals Board members will meet and act on appeals as needed. A quorum will exist and all minutes will be recorded. A quorum is a simple majority of the full Council. Action of the Appeals Board will be by majority vote.

10.2. Grievances between Participants and Construction Contractor

Construction contracts signed by the contractor and owner 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.”

11.0. ATTACHMENTS

The following documents are attached and form a part of these guidelines. Updates will be provided when available and are made part of these guidelines:

ATTACHMENT A: 24 CFR PART 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS

For the purposes of determining eligibility in accordance with HCD income guidelines, the Lender will defer to the full HUD Section 8 Definition of Annual Income at 24 CFR 5.609 (<https://www.hudexchange.info/resource/5180/part-5-section-8-income-inclusions-and-exclusions/>).

Annual Income **does** include but is not limited to, for all members of the household 18 years and older:

- Gross wages and salary before deductions.
- Net money income from self-employment.
- Cash income received from such sources as rental units, Social Security benefits, pensions, and periodic income from insurance policy annuities.
- Periodic cash benefits from public assistance and other compensation, including Aid to Families with Dependent Children (AFDC), Supplemental Security Income (SSI), Worker's Compensation, State Disability Insurance and Unemployment benefits.
- Interest earned on savings and investments.

Annual Income does **not** include:

- Non-cash income such as food stamps or vouchers received for the purpose of food or housing.
- Capital gains or losses.
- One-time unearned income such as scholarship and fellowship grants; accident, health or casualty insurance proceeds; prizes or gifts; inheritances.
- Payments designated specifically for medical or other costs, foster children, or their non-disposable income.
- Income from employment of children under the age of 18.
- Payment for the care of foster children.

The City will make the final decision in situations where the classification of income is not clear-cut. Any exceptions or other deviations from this definition of annual income will be considered by the City.

The City shall use the Income Limits published each year by HUD and HCD. The maximum annual income for an eligible household shall be 80 percent of the area median income of Siskiyou County for the household size.

CITY OF MONTAGUE
ATTACHMENT B: STANDARDS FOR BEDROOM AND BATHROOM ADDITIONS TO ALLEVIATE OVERCROWDING

If extra bedrooms are needed, this attachment will be referenced to how many are allowable.

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.

CITY OF MONTAGUE
ATTACHMENT C: HOUSING REHABILITATION MARKETING PLAN

The City will continue its efforts to market the Program in a manner that will reach all community members.

All marketing related to the Program is publicized in English. All marketing materials include information identifying the City's commitment to fair housing laws and affirmative marketing policy, and are widely distributed. Equal opportunity is emphasized in written materials and oral presentations.

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, 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 may be offered to potential participants to explain Program requirements. Marketing measures may be performed in order to maintain a healthy interest list.

Characteristics on all applicants and participants may be collected and compared with the City's demographics. Should the City find that there are underserved segments of the population, a plan to better serve them will be developed and implemented.

MARKETING FORMS	MARKETING VENUES
Fliers Newspaper Ads and Articles Public Service Announcements Public Informational Meetings	Local Government Buildings Local Public Services Buildings Private Businesses Lending Agencies Real Estate Offices Newspaper Non-profit agencies

CITY OF MONTAGUE**ATTACHMENT D: RESIDENTIAL ANTI-DISPLACEMENT AND TEMPORARY RELOCATION PLAN**

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 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 the Program 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 Montague (City) 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 City will take to minimize displacement and ensure compliance with all applicable federal and state relocation requirements. The City Council has adopted this plan via a formal vote.

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, and such other grants as HUD may designate as applicable, which take place within the City's jurisdiction limits.

The City will provide permanent relocation benefits to all eligible "displaced" households either owner-occupied or rental-occupied units which are permanently displaced by the Program. In addition, the City will replace all eligible occupied and vacant LOW MOD housing units demolished or converted to a use other than LOW MOD 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 City Programs/projects are implemented in ways consistent with the City'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 City will provide equal relocation assistance available 1) to each LOW MOD household displaced by the demolition or rehabilitation of the housing unit or by the conversion of a LOW MOD housing unit to another use as a direct result of assisted activities; and 2) to each separate class of LOW MOD occupants temporarily relocated as a direct result of activities funded by HUD programs.

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 City will take the following steps to minimize the displacement of persons from their housing units during housing rehabilitation or reconstruction funded by HUD programs:

- A. 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 households find alternate housing in the neighborhood.

- B. Stage rehabilitation of assisted households to allow owner-occupants and/or tenants to remain during minor rehabilitation.
- C. Encourage owner-investors to temporarily relocate tenants to other available safe and sanitary vacant housing units on the project site area during the course of rehabilitation or pay expenses on behalf of replaced tenants.
- D. Work with area landlords, real estate brokers, and/or hotel/motel managements to locate vacancies for households facing temporary relocation.
- E. 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.

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-occupants be present in work areas or designated adjacent areas while lead hazard control activities are taking place in any housing unit's interior, common area, or exterior.** As such, occupants may not be allowed to remain in their housing units during the time that lead-based paint hazards are being created or treated. Once work that causes lead hazards is 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 to the Program:

- A. The work does not disturb lead-based paint, or create dust-lead or soil-lead hazard; or
- B. The work is on exterior only and openings are sealed to prevent dust from entering the housing unit, the work area is cleaned after the work is completed, and the residents have alternative lead free entry; or
- C. The interior work is 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 housing unit; or
- D. The interior work is completed within five calendar days, the work site is contained to prevent the release of dust, the worksite and areas within ten 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 City believes that the project meets one of the above criteria, then proper documentation must be provided in the project file

to show compliance. It is up to the City 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) are 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.

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 housing unit is having lead based paint mitigation work done which will not make it safe to live in, then temporary relocation is required. In the same way, a unit requiring substantial rehabilitation (with or without lead based paint mitigation) which does not allow the household to access a bath or kitchen facility, or if the housing unit is being demolished and reconstructed, then the occupants are required to relocate temporarily.

Owner-occupants are encouraged to move in with family or friends during the course of rehabilitation, since they are voluntarily participating in the Program, but temporary relocation benefits can be provided. The housing rehabilitation loan specialist and/or the rehabilitation construction specialist will complete a temporary relocation benefits form (**Attachment E-3**) to document that the owner-occupant understands that they must relocate during the course of construction.

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 makes the determination of the need for temporary relocation. The owner-investor provides the temporary relocation benefits to all eligible tenants. The temporary relocation period should not exceed 180 days. All conditions of temporary relocation are reasonable. Any tenant required to relocate temporarily is 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 housing 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 construction specialist will ensure each tenant-occupied housing unit under the Program receives a General Information Notice (as soon as possible after a loan application is received) and the tenant receives a Notice of Non-Displacement (after loan approval), and each tenant-occupied housing unit has a temporary relocation benefits form completed for them (**Attachment E-3**). These notices document 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 may receive the following:

- A. Increased housing costs (e.g. rent increase, security deposits) and

B. Payment for moving and related expenses, as follows:

1. Transportation of the displaced persons and personal property within 50 miles, unless the grantee determines that farther relocation is justified;
2. Packing, crating, unpacking, and uncrating of personal property;
3. Storage of personal property, not to exceed 12 months, unless the grantee determines that a longer period is necessary;
4. Disconnection, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property;
5. Insurance for the replacement value of personal property in connection with the move and necessary storage;
6. Reasonable and necessary costs of security deposits required to rent the replacement housing unit;
7. Any costs of credit checks required to rent the replacement housing unit;
8. Other moving related expenses as the grantee determines to be reasonable and necessary, except the following ineligible expenses:
 - a. Interest on a loan to cover moving expenses; or
 - b. Personal injury; or
 - c. Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before the grantee; or
 - d. Costs for storage of personal property on real property already owned or leased by the displaced person before the initiation of negotiations.

Rehabilitation Activities Requiring Permanent Displacement:

The Program does 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 Programs will consult with City'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 is 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.

Rehabilitation Which Triggers Replacement Housing:

If the 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, the City is required to replace those lost housing units. An example of this would be a duplex unit which is converted into a single family unit. In all cases where rehabilitation activities reduce the number of housing units in the jurisdiction, then the City must document that any lost housing 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 the Program where the existing housing unit is demolished and replaced with a housing unit equal in size without in loss number of units or bedrooms.)

Replacement housing is provided within three years after the commencement of the demolition or conversion. Before entering into a contract committing the City to provide funds for an activity that directly results in such demolition or conversion, the City makes this activity public (through a noticed public hearing and/or publication in a newspaper of general circulation) and submits to HCD or the appropriate federal authority the following information in writing:

- A. A description of the proposed assisted activity;
- B. The location on a map and the approximate number of housing units by size (number of bedrooms) that are demolished or converted to a use other than LOW MOD housing units as a direct result of the assisted activity;
- C. A time schedule for the commencement and completion of the demolition or conversion;
- D. The location on a map and the approximate number of housing units by size (number of bedrooms) that are provided as replacement housing units;
- E. The source of funding and a time schedule for the provision of the replacement housing units;
- F. The basis for concluding that each replacement housing unit remains a LOW MOD housing units for at least 10 years from the date of initial occupancy; and,
- G. Information demonstrating any proposed replacement of housing units with smaller housing units (e.g., a two-bedroom unit with two one-bedroom units) is consistent with the housing needs of LOW MOD households in the jurisdiction.

The Program Operator for the City is responsible for tracking the replacement of housing units and ensuring that it is provided within the required period. The City is responsible for ensuring requirements are met for notification and provision of relocation assistance, as described in Section 570.606, to any LOW MOD displaced by the demolition of any housing unit or the conversion of a LOW MOD housing unit to another use in connection with an assisted activity.

Record Keeping and Relocation Disclosures/Notifications:

The City maintains records of occupants of federally funded rehabilitated, reconstructed or demolished housing units from the start to completion of the project to demonstrate compliance with section 104(d), URA and applicable Program regulations. Each project, which dictates temporary or permanent or replacement activities, has a project description and documentation of assistance provided. (See sample forms in HUD Relocation Handbook 1378, Chapter 1, Appendix 11, and form HUD-40054)

Appropriate advisory services include reasonable advanced written notice of 1) the date and approximate duration of the temporary relocation; 2) the address of the suitable, decent, safe, and sanitary housing unit made available for the temporary period; 3) the terms and conditions

under which the tenant may lease and occupy a suitable, decent, safe, and sanitary housing unit.

Notices are 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) are provided with appropriate translation/communication. Each notice indicates the name and telephone number the person to be contacted for answers to questions or other needed help. The notices and process below is only for temporary relocation. If permanent relocation is involved then other sets of notices and noticing processes and relocation benefits are applied, reference HUD's Relocation Handbook 1378 for these forms and procedures. The Temporary Relocation Advisory Notices provided are as follows:

- A. General Information Notice: As soon as feasible when an owner-investor applies for financing from the Program, the tenant of a housing unit is mailed or hand delivered a General Information Notice that the project has been proposed and that the tenant is able to occupy his or her present house upon completion of rehabilitation. The tenant is informed that the rent after rehabilitation will not exceed current rent or thirty percent of his or her average monthly gross household income. The tenant is informed that if he or she is required to move temporarily so that the rehabilitation can be completed, suitable housing is made available and he or she is reimbursed for all reasonable extra expenses. The tenant is cautioned that he or she is not provided relocation assistance if he or she moves for personal reasons. **See Attachment E-1 for sample notice to be delivered personally or by certified mail.**
- B. Notice of Non Displacement: As soon as feasible when the project is approved, the tenant is informed they will not be permanently displaced and are eligible for temporary relocation benefits because of lead based paint mitigation or substantial rehabilitation, or reconstruction of their housing unit. The tenant is again cautioned not to move for personal reasons during rehabilitation, or risk losing relocation assistance. **See Attachment E-2 for sample notice to be delivered personally or by certified mail.**
- C. Disclosure to Occupants of Temporary Relocation Benefits: This form is completed to document the City is following its adopted Plan for owner-occupants and tenants. **See Attachment E-3 for a copy of the disclosure form.**
- D. Other Relocation/Displacement Notices: The above three notices are required for temporary relocation. If the City 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 to ensure all the proper notices are provided for occupants permanently displaced as a result of the Program.

ATTACHMENT E-1: TENANT NON-DISPLACEMENT LETTER-LANDLORD APPLICATION

(date)

(address)

Dear (tenant) ,

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. The temporary relocation benefits will be provided by the property owner.

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)

ATTACHMENT E-2: TENANT NON-DISPLACEMENT LETTER-LANDLORD ACCEPTANCE

(date)

(address)

Dear (tenant) ,

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)

(title)

ATTACHMENT E-3: 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 of Montague's Program Operator has explained the temporary relocation services and benefits available under the current rehabilitation program relocation plan.

I/we have been advised that the City of Montague rehabilitation construction specialist will inform me if I need to be temporarily relocated and will 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 of Montague's Program Operator has explained the Rehabilitation Scope of Work for our house and I/we agree that it will:

- ☐ Not required. I/we don't need 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 the Program Operator.
- ☐ 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:

- ☐ Owner-Occupants I/We have been told and understand that I/we are eligible for relocation expenses.

By signing occupant(s) acknowledge receipt of copy of this form:

Occupant Signature_____
Date_____
Occupant Signature_____
Date

**CITY OF MONTAGUE
ATTACHMENT F: LOAN SERVICING POLICIES AND PROCEDURES**

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

The policies and procedures are broken down into the following areas: 1) making required monthly payments or voluntary payments on a loan's principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all prior 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; 8) writing off bad debt.

1) Loan Repayments:

The City will collect monthly payments from those Borrowers who are obligated to do so under promissory notes which are amortized. The due date of the loan is specified in the promissory note. Borrowers have a ten day grace period to pay the monthly amount before late charges are incurred. After the tenth day a late charge of \$5.00 (five dollars) is added.

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 City as mortgagee, loss payee or additional insured. If Borrower fails to maintain the necessary insurance, the City may take out forced place insurance to cover the property while Borrower puts a new insurance policy in place. All costs for installing the necessary insurance are added to the loan balance at time of installation of Borrower's new insurance. When a property is located in a 100 year flood plain, Borrower is required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance naming the City as mortgagee, loss payee or additional insured is required at close of escrow. The City will verify the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If Borrower fails to maintain payment of property taxes then the City may pay the taxes current and add the balance of the tax payment plus any penalties to the balance of the loan. Taxes will be paid for out of the General Fund. Taxes are not an eligible cost for CDBG.

3) Required Request for Notice of Default:

When Borrower's loan is in second position behind an existing first mortgage, it is the City's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of City's loan. This document requires any senior lien holder listed in the notice to notify the City of initiation of a foreclosure action. The City will then have time to contact Borrower and assist them in bringing the first loan current. The City 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 City is in a third position and receives notification of foreclosure from only one senior lien holder, it

is in their best interest to contact any other senior lien holders regarding the status of their loans.

4) Annual Occupancy Restrictions and Certifications:

On most loans the City may require that Borrowers have metered city water or submit utility bills and/or other documentation annually to prove occupancy during the term of the loan. These loan terms are incorporated in the original note and deed of trust.

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

In all cases where there is a change in title or occupancy or use, Borrower must notify the City in writing of any change. City 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 housing unit 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, Borrower may move and turn the property into a rental unit without notifying the City. 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. In this case the loan is not assumable and the balance is immediately due and payable, unless the new owner is income eligible and the loan committee approves the new loan. 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 housing unit 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 signed and recorded on title. All such changes are subject to the review and approval of the City's Loan Committee.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property. The owner may convert any assisted unit from owner-occupied to rental if all conditions exist: the loan is refinanced; the tenant is income eligible; and a Rent Limitation Agreement is executed and complies with the eligibility requirements as described in Section 7.2.

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. If the use of the property is converted to non-residential use, the loan balance is due and payable.

6) Requests for Subordinations:

Loans will not be subordinated.

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, or 5) breach of contract, the City will send out a letter to Borrower notifying them of the default situation. If the default situation continues, the City may start a formal process of foreclosure as described in Attachment G.

When a senior lien holder starts a foreclosure process and the City is notified via a Request for

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

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

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

8) Bad Debt:

If the City determines there are irregular loan issues or that the foreclosure and subsequent maintenance and cost to sell the property is not cost effective, the lien may be written off as bad debt. A Deed of Reconveyance will be recorded with the County Recorder in favor of the owner on the Deed of Trust.

**CITY OF MONTAGUE
ATTACHMENT G: FORECLOSURE POLICY**

Delinquencies

When a loan is seriously delinquent, the City will send Borrower a letter noting the amount delinquent plus late charges and reminding the Borrower of the terms of his/her mortgage.

Sixty Day Delinquencies

The City will send Borrower a registered letter when the account is sixty-days past due, noting the amount that is delinquent plus late charges. In this letter, a date and time will be set for a reply from the Borrower to the City for an explanation or reason to the delinquency as follows:

- Reasons for delinquency.
- Any changes in Borrower's health, family circumstances, or financial status in which limits repayment ability.
- Amount in arrears.

At the submittal of this written reply, the following will be determined and sent to borrower:

- How and when the amount in arrears will be paid.
- If financial counseling is needed.
- If personal emergency (loss of job, loss of spouse, serious illness, etc.) has restricted repayment ability.

Ninety Day Delinquencies

The City will send Borrower a second registered letter when the account is ninety-days past due, noting the amount delinquent plus late charges. In this letter, a date and time will be set for a meeting between Borrower, Loan Committee, and Program Operator. If Borrower is unable to afford the full monthly installment, due to an emergency, the Loan Committee may exercise the following option:

- Extend the time of payment or alter the terms of the indebtedness.

Foreclosures

If Borrower does not appear for the delinquency meeting or contact the City to reschedule the meeting within ten days after the meeting was scheduled, foreclosure proceedings will immediately begin.

Any Borrower who participates in the Program and becomes ninety days delinquent within two years of renegotiating their loan terms from a previous delinquency may be subject to immediate foreclosure.

If the City receives the property back in foreclosure the City will ensure that the property remains safe, secure and compliant with all City and public codes. The City will also insure that the property is protected from vandalism, theft, fire, damage or neglect. CDBG funds shall be available for the above-mentioned purposes, as well as repair and maintenance necessary to maintain the property including insurance of the property until the it is sold. The funds to maintain the property will be deducted from Program Income at the sale of the property.

City As Junior Lien holder

It is the City'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 lien holder to notify the City of initiation (recording of a "Notice of Default") of a foreclosure only. This is to alert the junior lien holder that they are to monitor the foreclosure with the senior lien holder. When the City is in a third position and receives notification of foreclosure from only one senior lien holder, it would be in their best interest to contact both senior lien holders regarding the status of their loans.

The junior lien holder may cancel the foreclosure proceedings by "reinstating" the senior lien holder. The reinstatement amount must be obtained by contacting the senior lien holder. 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 City has the information on the reinstatement amount, staff must then determine if it is cost effective to protect their position by reinstating the senior lien holder, 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 property unit for marketing, paying for yard maintenance, paying a real estate broker a sales commission).

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

City As Senior Lien holder

When the City is in first position as a senior lien holder, active collection efforts will begin on any loan that is thirty-one or more days in arrears. Attempts will be made to assist Borrower in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached ninety days in arrears, at which time the City may consider foreclosure. The City's Loan Committee 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 Borrower refinance with a private lender and pay off the City?
3. Can Borrower sell the property and pay off the City?
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 the property "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 City may opt to initiate foreclosure. 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 City to prevent foreclosure (such as, funds to bring a delinquent amortized loan current or pay off a DPL).

At the end of thirty days, the City should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lien holders. The service will advise the City 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 City informed of the progress of the foreclosure proceedings.

The process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale.

Foreclosed Property Disposition

The City will list the property with a local real estate broker to sell the property. The funds from the sale of the property minus any eligible expenditures to sell the property (i.e. foreclosures costs, property repair and upkeep, insurance payments, etc.) up to the remaining balance of the loan will be considered, recognized and reported as Program Income. CDBG and CDBG Program Income funds cannot be used to make tax payments or cure tax defaults. Proceeds above and beyond the remaining balance of the loan will be defederalized.

ATTACHMENT H-1: LEAD-BASED PAINT VISUAL ASSESSMENT, NOTICE OF PRESUMPTION, & HAZARD REDUCTION FORM

Section 1: Background Information.			
Property Address:		No LBP found or LBP exempt ☐	
Select one:	Visual Assessment ☐	Presumption ☐	Hazard Reduction ☐

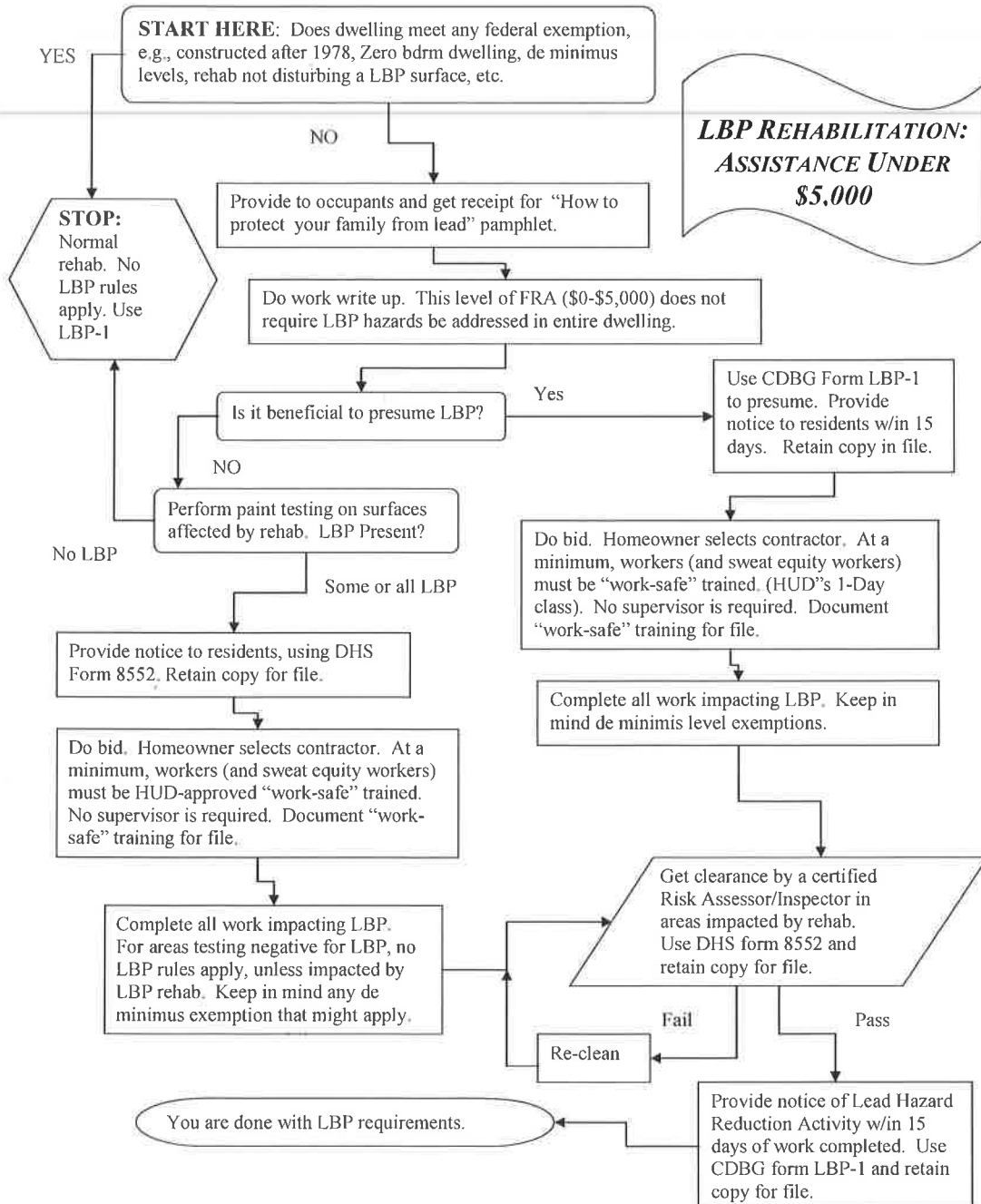
Section 2: Visual Assessment. Fill out Sections 1, 2, & 6. If paint stabilization is performed, also fill out Sections 4 & 5 after the work is completed.	
Visual Assessment Date:	Report Date:
Check if no deteriorated paint found ☐	
Attachment A: Summary where deteriorated paint was found. For multi-family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

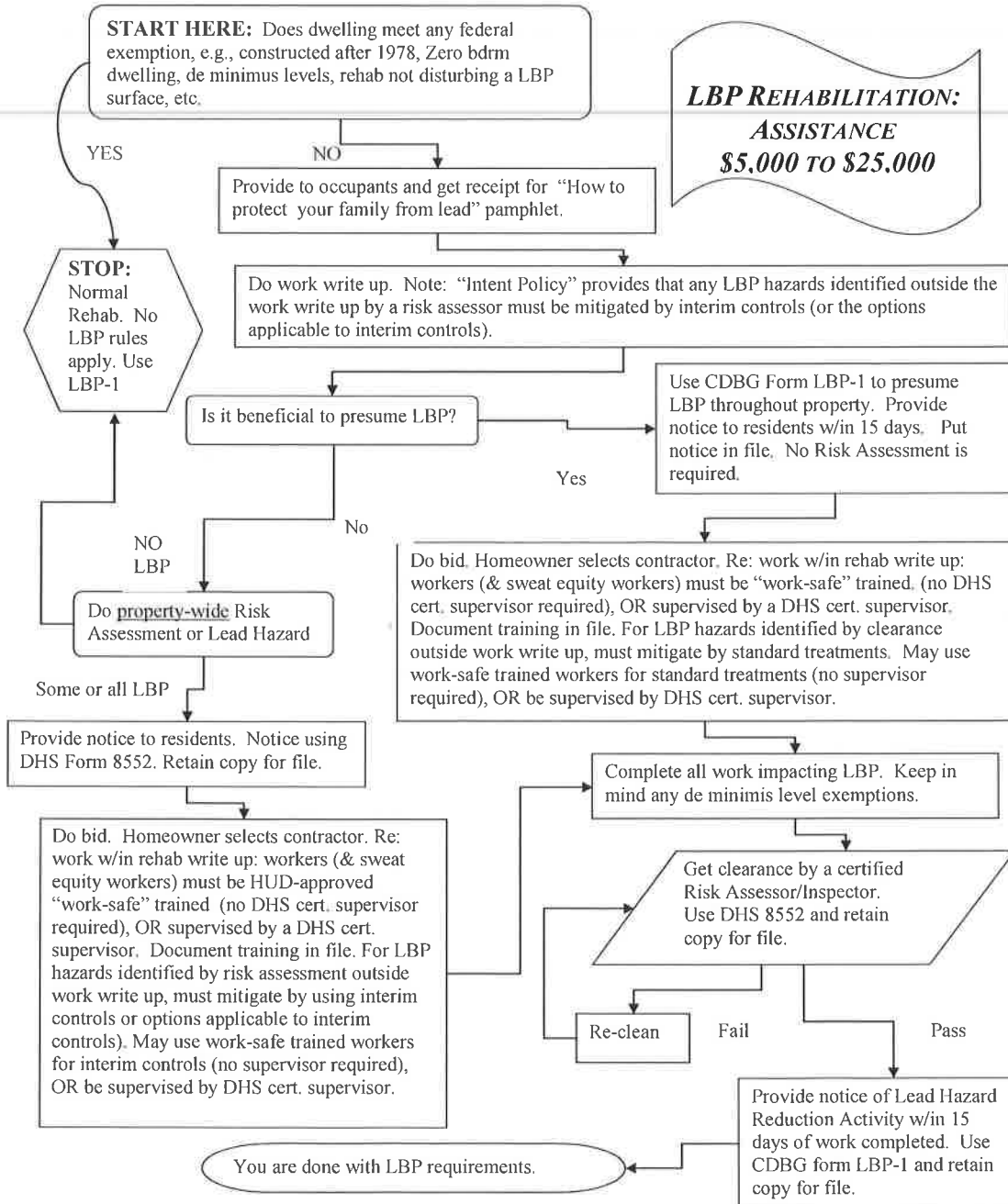
Section 3: Notice of Presumption. Fill out Sections 1, 3, 5, & 6. Provide to occupant with in 15 days of presumption.	
Date of Presumption Notice:	
Lead-based paint is presumed to be present ☐ and/or Lead-based paint hazards are presumed to be present ☐	
Attachment B: Summary of Presumption: For multi-family housing, list at least the housing unit numbers & common areas, bare soil locations, dust-lead location, and/or building components (including type of room or space, & 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, & 6. Provide to occupant with 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 & common areas (for multifamily housing), bare soil locations, dust-lead locations, and/or building components (including type of room or space, & the material underneath the paint), & the types of lead-based paint hazard reduction activities performed at the location listed.	
Attachment D: Location of building components with <u>lead-based paint remaining</u> in the rooms, spaces or areas where activities were conducted.	
Attachment E: Attach clearance report(s), using DHS form 8552 (and 8551 for abatement activities)	

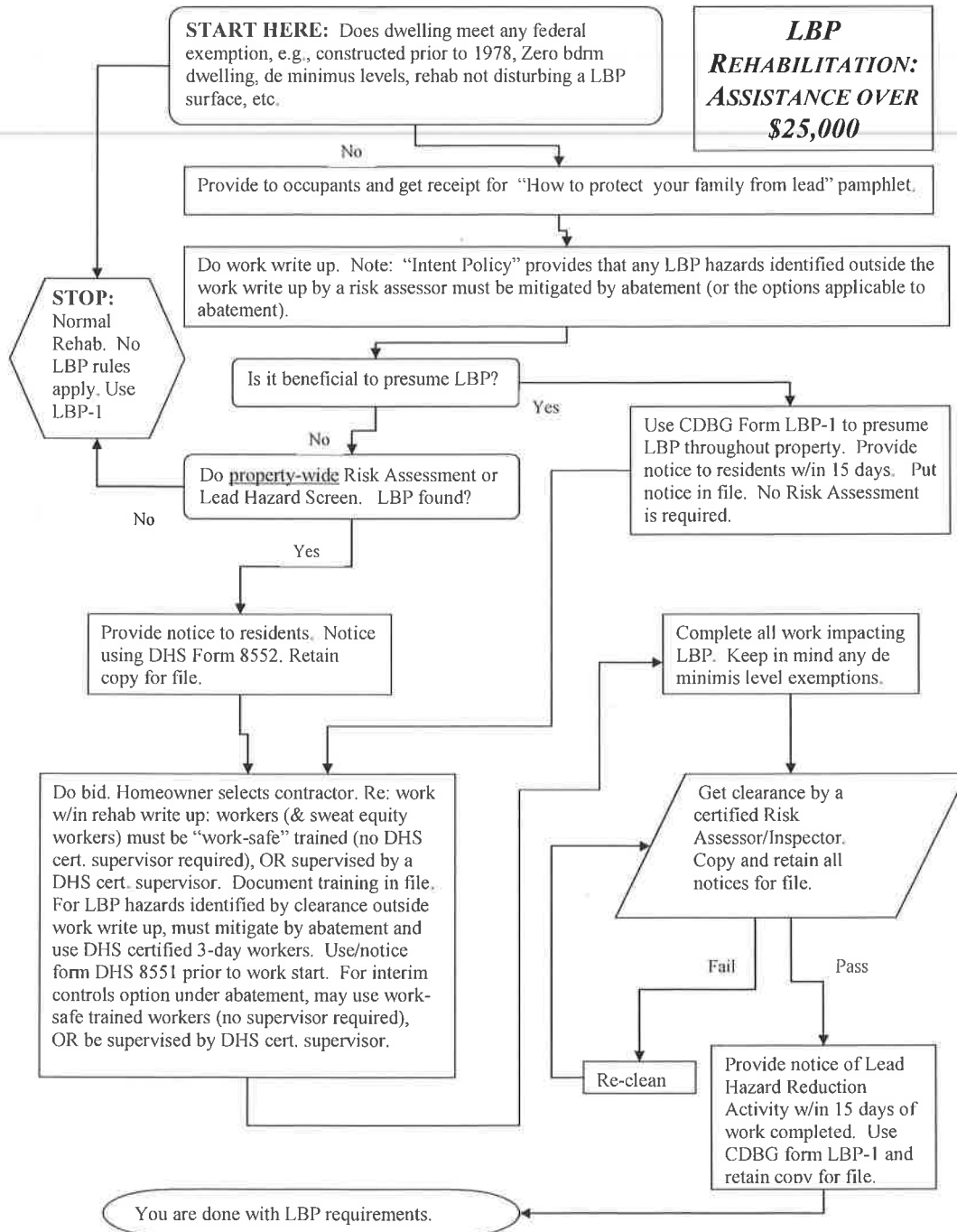
Section 5: Resident Receipt of Notice for Presumption or Lead-Based Paint Hazard Reduction Activity		
Printed Name:	Signature:	Date:

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

ATTACHMENT H-2: LEAD-BASED PAINT REHABILITATION ASSISTANCE UNDER \$5,000

ATTACHMENT H-3: LEAD-BASED PAINT REHABILITATION ASSISTANCE \$5,000 TO \$25,000

Rev 6/24/04

ATTACHMENT H-4: LEAD-BASED PAINT REHABILITATION ASSISTANCE OVER \$25,000

ATTACHMENT H-5: CDBG LEAD-BASED PAINT HOUSING REHABILITATION MATRIX

			0 → \$5,000	\$5,001 → \$25,000	\$25,001+
Hazard Evaluation	Type		Paint Testing on surfaces affected by rehabilitation		
			No RA Required	In addition to Paint Testing, Risk Assessment (RA)	
	Cert. Required		Department of Health Services (DHS) certified RA/Inspector		
Notices/Reports			Lead-Based Paint (LBP) Pamphlet Renter’s LBP Disclosure Form, if applicable Paint testing/Risk Assessment: DHS form 8552 Presumption: CDBG LBP-#1 Hazard notification: DHS form 8551 prior to work start Clearance: DHS form 8552 LBP Hazard Reduction Activity: CDBG LBP-#1		
Lead Hazard Reduction	Type		Safe work practices	Interim Controls	-Interior/Exterior paint disturbed by HR: Abatement -Exterior paint not disturbed by HR: Interim Controls
	Certificate Required	Worker	-Workers (including sweat equity) must be “work safe” trained, and no supervisor required, or -Workers supervised by DHS certified Supervisor, or -Workers have taken DHS certified worker class.	See “Under \$5,000” category	Int/Ext: 3 Day DHS certified worker required
					Ext. w/Interim: See Under \$5,000 category
		Supervisor	See above	See above	Int./Ext.: Required
	Ext. w/Interim: Required				
Clearance Required			Yes, but only in the areas of rehab. Use DHS form 8552.	Yes. Use DHS form 8552. Certified Risk Assessor or Project Monitor on all clearances.	

CITY OF MONTAGUE
ATTACHMENT I: ANNUAL CERTIFICATION OF OCCUPANCY

2024 OWNER-OCCUPANCY CERTIFICATION

The CDBG Housing Program guidelines and your loan agreement require that an annual certification of owner-occupancy be verified by the homeowner of record. Please fill out the following information, sign and mail this form and occupancy verification to:

City of Montague
P.O. Box 428
Montague, CA 96064
Attention: CDBG Program

1. Please fill out the following table:

Property Owner:	
Property	
Address:	
Mailing Address:	
Phone Number:	()

2. Please check all boxes that apply:

- ☐ I am the Owner and I live at the property referenced above.
- ☐ I have moved. My current address is: _____
- ☐ Home has been converted to a rental and has a CDBG Loan Committee approved Rent Limitation Agreement in place.
- ☐ I attest and certify that the rent is consistent with the Rent Limitation Agreement.
- ☐ I attest and certify that I have paid my PROPERTY TAXES and that they are current.
- ☐ I attest and certify that I have paid my HOMEOWNER'S INSURANCE, it is current, and names the City of Montague as Lender/Mortgagee Loss Payee.
- ☐ I have NOT added anyone to the title or taken out a new loan on my property since the purchase.
- ☐ I have taken out a new loan on my property since the purchase.
The new Lender is: _____
- ☐ I have added/deleted the person(s) to/from title to the property since the purchase.
Name(s): _____

3. Enclose one utility bill (power/propane/diesel) showing your name and address of service that confirms your primary residence. Note: Water, trash or phone bill is not acceptable.

I certify that the information provided on this form is true, correct, and accurate to the best of my knowledge. I understand that failure to return this form will necessitate additional actions to obtain this information and may result in a default or breach of my loan agreement.

Print Name Signature Date

**CITY OF MONTAGUE
ATTACHMENT J: OWNER-OCCUPANT APPLICATION-SAMPLE**

Applications are available for specific types of transactions that are not contained in these Guidelines. They include but are not limited to:

- Owner-Investor
- Tenant
- Owner-Occupant to Owner-Occupant Assumption
- Owner-Occupant to Owner-Investor Assumption



310 Boles Street
Weed, CA 96094
(530) 938-4115
Fax (530) 938-1040
www.gnservices.org

CDBG Housing Rehabilitation Program Application Cover Letter

Attached you will find the Community Development Block Grant Rehabilitation Program Application to apply for a Housing Rehabilitation Loan Program or to assume an existing loan with the City of Montague.

Please complete the application as thoroughly as possible. Any areas that do not pertain to you mark N/A in that section.

In addition to your application, we will need proof of income and assets for all individuals residing in the home that are 18 years or older. Please provide the following along with the application (a complete list of what is needed is at the end of the application):

1. The last 2 months of pay stubs (*If paid weekly, applicant must submit six (6) consecutive paystubs; If paid bi-weekly or semi-monthly, applicant must submit three (3) consecutive paystubs; If paid monthly, applicant must submit two (2) consecutive paystubs*) or a copy of benefits letter if receiving Social Security or other benefit letter;
2. The last 12 months of all checking and savings account statements;
3. The latest statement from retirement account statements or other assets;
4. The most current Federal Income Tax return. If self-employed, provide 2 years of returns as well as profit & loss statements.
5. Current Credit Report (you can download a free one from <https://www.annualcreditreport.com/index.action> or <https://www.creditsesame.com/landing/my-freecreditscore-how-it-works-v1a>)
6. Copy of the current annual property insurance statement for the home.
7. Copy of the current Property Tax Statement for the home.

If you have any questions, please do not hesitate to contact:

Alysia Garcia at (530) 938-4115 extension 131 or agarcia@gnservices.org

Weaving a stronger community, together....

Access to Capital • Portfolio Management • Economic Development • Energy Assistance • Home Weatherization
Community Food Projects • Community Services • HIV/AIDS Case Management • Community Development

(530) 938-4115



OWNER-OCCUPIED
City of Montague Application

Application for the City of Montague's Community Development Block Grant Program (CDBG) Housing Rehabilitation Program administered by GNS.

PLEASE FILL IN ALL LINES AND BLOCKS, IF THE LINE OR BLOCK DOES NOT PERTAIN TO YOU, INSERT N/A.

Section 1 - Borrower Information ___ Assumption ___ Loan/Grant ___ Occupancy Status Change

BORROWER			
Name (Include Jr. or Sr. as applicable):			
Marital Status (Check One): ☐ Married ☐ Single			
Birth Date:		Social Security Number:	
Mailing Address:		(City/State/Zip)	
Address of Home for Project:		(City/State/Zip)	No. of Years:
Home Phone:		Cell Phone:	
Are You a U.S. Citizen? ☐ Yes ☐ No		Are You a Permanent Resident Alien? ☐ Yes ☐ No	
		Id#:	
Name And Address of Employer:			
Employer Phone Number:			
No. Of Years on Job:		Position/Title:	
Name And Address of Previous Employer If at Position Less Than 2 Years			
CO-BORROWER			
Name (Include Jr. or Sr. as applicable):			
Marital Status (Check One): ☐ Married ☐ Single			
Birth Date:		Social Security Number:	
Mailing Address:		(City/State/Zip)	
Present Address:		(City/State/Zip)	No. of Years:
Home Phone:		Cell Phone:	
Are You a U.S. Citizen? ☐ Yes ☐ No		Are You a Permanent Resident Alien? ☐ Yes ☐ No	
		Id#:	
Name And Address of Employer:			
Employer Phone Number:			
No. Of Years on Job:		Position/Title:	
Name And Address of Previous Employer If at Position Less Than 2 Years			

Section 2 - Household Composition

The following information is confidential and is only used for government reporting purposes to monitor compliance with equal opportunity laws. This information is for statistical purposes only and will not affect your eligibility for the loan program that you are applying to.

Please check the box that most closely identifies your race. We understand that the choices listed in the box below do not include all of the ways in which people self-identify, and that many people identify with more than one of the categories listed. Applicants should check the box that most closely represents their racial identity.

RACE	ETHNICITY
11-WHITE	HISPANIC/LATINO
12-BLACK/AFRICAN AMERICAN	8a-MEXICAN/CHICANO
13-ASIAN	8b-CUBAN
14-AMRCN INDN/ALSKN NTVE	8c-PUERTO RICAN
15-NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER	8d-OTHER HISPANIC/LATINO

STARTING ON THE FIRST LINE FOR THE HEAD OF HOUSEHOLD, PLEASE SUPPLY THE FOLLOWING INFORMATION FOR ALL INDIVIDUALS WHO ARE/WILL OCCUPY THE HOUSING UNIT TO BE ASSISTED.
LIST ADULTS FIRST, THEN CHILDREN.

FAMILY MEMBER	FULL NAME	RELATIONSHIP	DATE OF BIRTH	SOCIAL SECURITY NUMBER	GENDER	DISABLED (Y OR N)	VETERAN (Y OR N)	ENTER RACE CODE FROM ABOVE	ENTER ETHNIC CODE FROM ABOVE	TOTAL MONTHLY INCOME
1 HEAD OF HOUSEHOLD										
2										
3										
4										
5										
6										
7										
8										

SECTION 3 - Household Financial Statement and Household Income and Expenses

Please complete one (1) form for each household.		
Include information for borrower, co-borrower and each household member 18 years and older.		
INCOME INFORMATION		
Applicant Name:		
Household Income & Expenses		
Household Income		
	Annual Income	Monthly Income
Salary	\$	\$
Bonuses/Commissions	\$	\$
Dividends/Interest/Rental Income	\$	\$
Alimony/Child Support/Federal or State Assistance	\$	\$
Other Income	\$	\$
Total Monthly Income		\$ -
Household Expenses		
	Outstanding Balance	Monthly Expense
House Mortgage Payment or Rent	\$	\$
Property Taxes	\$	\$
Vehicle Loan/Lease Payments	\$	\$
Homeowner/Renter Insurance		\$
Heating/Cooling/Electrical Utilities/Phone		\$
Water/Sewer/Garbage/Maintenance/Other		\$
Food		\$
Vehicle Insurance/Gasoline/Maintenance/Other		\$
Healthcare/Insurance/Hospital/Dentist/RX/ Other		\$
Other/Childcare/Education/ Entertainment/Other		\$
Total Monthly Expenses		\$ -
Household Total = Total Income less Total Expenses		\$ -
Household Assets & Liabilities		
Assets		
(STATEMENTS MUST BE SUBMITTED WITH APPLICATION)	NAME OF INSTITUTION	CURRENT BALANCE
Checking		\$
Savings, IRA, etc.		\$
Securities - stocks / bonds / mutual funds	Estimated Market Value	\$
Notes and Contracts held	Estimated Market Value	\$
Investment Real Estate Owned	Estimated Market Value	\$
Total Assets:		\$ -
Liabilities - Excluding Monthly Bills		
Current Debt/Credit Card/Store Cards	Outstanding Balance	\$
Notes Payable	Outstanding Balance	\$
Mortgage/Real Estate Loans	Outstanding Balance	\$
Other	Outstanding Balance	\$
Total Liabilities		\$ -
Total Net Worth = Total Assets less Total Liabilities		\$ -
I hereby certify and warrant, to the best of my knowledge, that the aforementioned information contained within this Personal Financial Statement is true, accurate and complete.		
Borrower Name:		Co-Borrower Name:
Signature:	Signature:	
Date:	Date:	

Section 4 - Property Information

Property	
APN# (Parcel Number-You can find this on your property tax statements)	
Type of Household	
☐ Single Family Dwelling	☐ Duplex
☐ Mobile/Manufactured Home	☐ Triplex
	☐ Multiplex

Property Insurance	
Do you have home insurance?	Yes ☐ No ☐
Will you be able to maintain insurance for the term of the loan/grant as required by the CDBG guidelines?	Yes ☐ No ☐

Property Taxes	
Current Annual Property Tax Amount:	
Are Property Taxes Current?	Yes ☐ No ☐
If no, do you have the means to bring them current?	Yes ☐ No ☐
Will you be able to keep the property tax's current for the loan/grant term as required by CDBG guidelines?	Yes ☐ No ☐
Are there any liens against this property?	Yes ☐ No ☐
If yes, list liens.	

Complete this section if you are applying for a loan or grant for Housing Rehabilitation		
Do you have a mortgage on the property: Yes ☐ No ☐	What are the monthly loan payments:	How much is owed:
If yes: Who is the mortgage holder and what is their address?		
Year home was built:	# of Bedrooms/# of Bathrooms:	
What do you need help with: Please circle all that you would like assistance with		
Foundation: Repair/Replace/No Work	Kitchen: Renovation/No work	
Plumbing: Repair/Replace/No Work	Bathroom(s): Renovation/Add/No work	
Electrical: Repair/Replace/No Work	Bedrooms(s): Renovation/Add/No work	
Roof: Repair/Replace/No Work	Other:	
Siding: Repair/Replace/No Work		
Flooring: Repair/Replace/No Work	Accessible Features:	
Insulation: Repair/Replace/No Work	Toilet grab bars: Needed	
Windows/Doors: Repair/Replace/No Work	Shower/tub grab bars: Needed	
Septic/Sewer: Repair/Replace/No Work	Entrance ramp: Needed	
Water/Well: Repair/Replace/No Work	Other:	

Section 5-Conflict of Interest Certification

I, _____, hereby certify that, in accordance with Title 24, Section 570.611 of the code of Federal Regulations, I have no family members or business associate connections with any of the members of the City of Montague (the City's) governing body, loan committee, or any program operator associated with the Community Development Block Grant (CDBG) program.

If any situation should arise in the future which I believe may involve me in a conflict of interest, I will promptly and fully disclose the circumstances to the City's Loan Committee.

Applicant Signature: _____ Date: _____

Co-applicant Signature: _____ Date: _____

Section 6-FOIA Notification Warning

All information supplied to Great Northern Services (GNS) by you or your agents in connection with your loan application may be released to interested third parties, including competitors, without your knowledge or consent under the provisions of the Freedom of Information Act (FOIA) (5 U.S.C. 55).

Such information not clearly marked "**confidential**" may routinely be released if a request is received for same. Further, if we receive a request for information which you have marked "**confidential**" the federal government will have to release the information unless you can demonstrate to our satisfaction that release of the information would be likely to produce substantial competitive harm to your business or would constitute a clearly unwarranted invasion of personal privacy. Also, forms, consultant reports, etc., cannot be considered confidential in their entirety if confidential material contained therein can reasonably be segregated from other information.

Information submitted may be made available to the public during the time it is held in government files regardless of the action taken by GNS on your application.

Applicant Name

Co-Applciant Name

Applicant Signature

Co-Applciant Signature

Date

Date

Section 7-Statement Required by The Privacy Act

Great Northern Services (GNS) is authorized by Title V of the Housing Act of 1949, as amended (42 U.S.C. 1471) et. seq.), to solicit the information requested on GNS or City of Montague forms.

Disclosure of information requested is voluntary. However, failure to disclose certain items of information may result in a delay in the processing of an application or its rejection, except that it is unlawful for GNS or the City of Montague to deny any individual any right, benefit, or privilege provided by law because of such individual's refusal to disclose his social security account number.

The principal purposes for collecting the requested information are to determine eligibility for GNS credit or other financial assistance and for statistical analyses. Information provided may be used outside of GNS for the following purposes:

1. RELEASE TO INTERESTED PARTIES WHO SUBMIT REQUESTS UNDER THE FREEDOM OF INFORMATION ACT.
2. TO PROVIDE THE BASIS FOR BORROWER SUCCESS STORIES IN GREAT NORTHERN SERVICES NEWS RELEASES.
3. REFERRAL TO THE APPROPRIATE LAW ENFORCEMENT AGENCY AS SET FORTH IN 40 FR 38924 (1975).
4. REFERRAL TO EMPLOYERS, BUSINESSES, LANDLORDS, CREDITORS OR OTHERS TO DETERMINE REPAYMENT ABILITY AND ELIGIBILITY FOR GNS PROGRAMS.
5. REFERRAL TO A FEDERAL RECORDS CENTER FOR STORAGE.

Section 8-Federal Equal Credit Opportunity Act Statement

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the consumer credit protection act. The federal agency which administers compliance with this law concerning GREAT Northern Services is the Federal Trade Commission, Pennsylvania Avenue at Sixth Street N.W., Washington, D.C. 20580.

This is to acknowledge my receipt of the above and also, in the case of applicants for business and industry, limited profit rural rental housing and emergency loans to other than individuals, that I have read the reverse of this form, and accept the conditions stated.

Applicant Name

Co-Applicant Name

Applicant Signature

Co-Applicant Signature

Date

Date

Section 9-Certifications

It is the City's policy to verify all information contained in this application. All information given on this application will be kept confidential and used only to apply for the City of Montague CDBG Housing Rehabilitation Program.

Fair Housing

In accordance with the provisions of the Equal Opportunity Act of the City of Montague CDBG Housing Rehabilitation Programs Policies, there will be no discrimination against and application for these programs on the basis of age, source of income, sex, race, marital status, sexual orientation, national orientation, national origin, religion or handicap. If you or a member of your household is an individual with a disability, you have the right to request reasonable accommodation for that disability.

Confidentiality *please initial each section

In order to process an application, the City of Montague may supply and receive information as detailed in the "Consent to Release" clause below. Information may also need to be released to comply with auditing requirements of program funders. With these two exceptions, all personal and identifying information on an application remains fully confidential.

_____/_____/ I/We certify that the information given on this form is accurate and complete to the best of our knowledge, and I/we authorize you to obtain such information as you may require verifying the information contained herein. I/We also understand that information contained in this application is subject to review by the State of California, Department of Housing and Community Development, and the U.S. Department of Housing and Urban Development.

_____/_____/ I/We affirm that each answer is true and correct and is made for the purpose of obtaining assistance under the CDBG Housing Rehabilitation Program and you are entitled to rely thereon, whether or not you obtain further and/additional information.

_____/_____/ I/We further affirm that I/We are aware that, if such a grant/loan is approved, I/We will work with the staff to comply with all policies and procedures as outlined by the CDBG Rehabilitation Housing Program Guidelines, and that I/We will willingly secure the grant in the amount necessary with a duly executed Deed of Trust and Promissory Note.

Consent to Release Information *please initial each section

_____/_____/ I/We authorize representatives from Great Northern Services to supply and receive information to/from my/our employer(s), my/our financial institution(s), other Housing Rehabilitation Programs or Homebuyer Programs, my/our real estate agent, and/or mortgage lender to verify the information contained in this application. This information includes, but is not limited to bank statements, employment status, income, outstanding debts, verification of mortgage, verification of benefits, and other financial information. I also authorize representatives from GNS to allow inspection and reproduction of any financial records or information in their possession.

_____/_____/ I/We understand that information in this application may be shared with funders for the purpose of funding compliance:

_____/_____/ I/We understand that the income I/we use to qualify for a mortgage loan/grant must be the same as the income I/we claim in this application.

_____/_____/ I/We release all representatives from GNS from any and all liability arising from release of such information. This authorization is limited solely to information requested for processing of my application for the CDBG Housing Rehabilitation Program.

_____/_____/ I/We understand that completion of this application does not guarantee my/our eligibility for the CDBG Housing Rehabilitation Grant program.

Residency Requirements *please initial each section

_____/_____/ I/We understand that there is an occupancy requirement for the term of the loan.

_____/_____/ I/We understand that If the Owner-Occupant status changes, only an heir apparent of the Owner-Occupant can assume the home. All other transfers of title, ownership, or occupancy will necessitate the grant to be reimbursed.



Income/Asset/Tax Verification Authorization
City of Montague
Community Development Block Grant Housing Rehabilitation
Program



Date: _____

For: _____

To: Whom It May Concern

Re: Income/Asset/Tax Verification for City of Montague's Community Development Block Grant Housing Rehabilitation Grants and Loans

I/we hereby authorize you to release to the City/Great Northern Services for verification purposes information concerning:

- Employment history, dates, income, hours, etc.
- Checking and Savings account records
- Social Security pension benefits and continuation thereof
- Mortgage grant/rent rating (opening date, high credit, payment amount, grant balance, and payment record)
- Any information deemed necessary in connection with a consumer credit report for a grant transaction.

The information is for the confidential use of this lender in compiling a mortgage grant credit report. This authorization is to remain in effect for 120 days from the signature date.

A photographic or carbon copy of this authorization, being a photographic or carbon copy of the signature(s) of the undersigned, may be deemed to be equivalent of the original and may be used as duplicate original.

Your prompt reply will help my grant transaction. Thank You,

Applicant Name

Co-Applicant Name

Applicant Signature

Co-Applicant Signature

Date

Date

APPLICATION CHECKLIST

Please initial if you have provided the information and N/A if not applicable.

INFORMATION REQUIRED BY LOAN COMMITTEE

Provide the following:

- _____ Completed Community Development Block Grant Rehabilitation Program Application (Required)
- _____ Most current Federal Income Tax returns. If self-employed, provide 2 years of Federal Tax returns as well As profit & loss statements. (Required or proof that the household does not have to file)
- _____ Recent credit report. Free credit report can be obtained at <https://www.creditsesame.com/> (Required)
- _____ Copy of Current Property Tax Statement (Required)
- _____ Copy of Annual Property Insurance Statement (Required)

INCOME:

- _____ Six (6) months of current pay stubs for wages
- _____ Latest Statement from Retirement & Pension
- _____ SSA, SSI, or other current annual award letter
- _____ Unemployment & disability income
- _____ Welfare assistance; Benefit Letter
- _____ Alimony, child support & gift income
- _____ Armed services income
- _____ Any Federal or State assistance
- _____ Self-employed, type of proof provided

ASSETS:

- _____ Twelve (12) months of the most current, consecutive checking account statements. All pages of these statements must be included. If no bank statements provided, reason _____
- _____ One (1) month of the most current savings account statement. All pages of these statements must be included.
- _____ Value of revocable trusts available to the applicant
- _____ Equity in rental property or other capital investments
- _____ Cash value of stock, bonds, Treasury Bills, CD accounts, mutual funds and money market accounts
- _____ Retirement & pension funds
- _____ Individual retirement, (401K and Keogh accounts (even if penalty for early withdrawal)
- _____ Lump sum, such as inheritance, capital gains, settlements
- _____ Additional mortgages or deeds of trust held by an applicant
- _____ Other

STAFF USE ONLY		
# In HH/Annual Income: # \$	Homeowner? ☐ Yes ☐ No	In Target Area? ☐ Yes ☐ No
Eligible? ☐ Yes ☐ No	Extremely Low Income <=30%: Low Income 31%-60%: Moderate Income 61%-80%:	
Proof Of Deed? ☐ Yes ☐ No	Proof Of Property Taxes? ☐ Yes ☐ No	Proof Of Insurance? ☐ Yes ☐ No

CITY OF MONTAGUE

ATTACHMENT K: OWNER-OCCUPANT LOAN DOCUMENTS-SAMPLE

Loan Documents are available for specific types of transactions that are not contained in these Guidelines. They include but are not limited to:

- Owner-Investor
- Rent Limitation Agreement
- Owner-Occupant Assumption
- Owner-Investor Assumption

**COMMUNITY DEVELOPMENT BLOCK GRANT
CITY OF ____ HOUSING REHABILITATION PROGRAM
OWNER-OCCUPIED LOAN AGREEMENT**

THIS AGREEMENT is entered into _____, by and between the CITY OF _____, California, hereinafter referred to as "City", and _____, hereafter referred as "Borrower(s)" who is the owner(s) of the residential dwelling located at _____, hereinafter referred to as "Property".

This Agreement is made for the purpose of financing an loan _____ on the Property owned at APN# _____ ("Home") by the Borrower(s) with Community Development Block Grant (CDBG) funds provided by the City under 2_-CDBG-_____ City of _____ Home Rehabilitation Program, administered on behalf of the City by the Great Northern Services, hereinafter referred to as "Designee".

THEREFORE, City and Borrower(s) agree as follows:

1. The date of this Agreement is the date first above written on which this Agreement was made and entered.
2. Borrower(s) agrees to indemnify, defend and hold harmless the City and Designee, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Borrower(s) in the performance of this Agreement.
3. Borrower(s), and the contractors, subcontractors, agents and employees of the Borrower(s), in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the City or Designee.
4. Without the written consent of the City this Agreement is not assignable by the Borrower(s) either in whole or in part.
5. Time is of the essence of this Agreement.
6. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. Borrower(s) agrees to enter into a contract with a duly licensed contractor, _____ hereafter referred as the "Contractor", to build/construct/remodel _____ on the Property for the amount quoted in the Cost Estimate of this Agreement hereinafter referred to as the "Work". The Cost Estimate is included as Attachment A to this Agreement.
8. **LOAN CONDITIONS**
 - a. The City agrees to loan to the Borrower(s) the amount _____ **AND** **DOLLARS (\$ _____ .00)**, hereinafter referred to as the "loan amount". The amount of the Loan is the amount quoted in the Cost Estimate, and as ultimately adjusted by **paragraph 16b.**
 - b. TOTAL OF PRINCIPAL IS _____ **AND** **DOLLARS (\$ _____ .00).** Repayment of the loan amount shall be as follows: Principal payment shall consist of _____ (____) monthly installments of _____ **AND** _____

DOLLARS (\$.00) at an amortized interest rate of _____ PERCENT (___%). Payments of principal and interest are to be made to the City or its designee. The first monthly installment payment will be due on _____, and subsequent payments will be due on the _____ (___) of each month thereafter.

- b. Terms to remain the same until the time the loan is paid and the Deed of Trust is reconveyed.
- c. To ensure ongoing compliance with this requirement, Borrower must submit annually by January 15, a Certification of Occupancy in a form provided by the City.
- d. If the property is converted to a rental unit, commercial enterprise, or sold or transferred to a person not in the Borrower(s) immediate family (son, daughter, father, mother, grandson, granddaughter, grandfather, or grandmother), the loan balance becomes due and payable unless the loan committee approves:
 - 1. Converting the Owner-Occupied Loan to an Owner-Investor Loan with a new rate of interest and terms per CDBG guidelines.
 - 2. Selling Home to another eligible client where the existing balance may be assumed by new Owner-Occupant.
 - 3. Selling or transferring Home to a non-qualifying person where Loan payments would continue by Borrower(s) for a set amount of time until the house is sold at which time the City the balance of the Loan would be due and payable.
- e. In the event of the Borrower's death or title transfer to an immediate family member (spouse, child, parent, sibling, grandparents or grandchildren) and the family member is occupying said Home as their principal residence and meet the current CDBG income requirements, the Borrower(s) or family member shall contact City for direction on how to proceed with an Assumption the Loan.
- f. Funds provided pursuant to this Agreement are provided by the City through the Community Development Block Grant (CDBG) program administered by the California State Department of Housing and Community Development. Therefore, this agreement is subject to Federal and State statutes and regulations, which are included in the Required State and Federal Provisions, attached hereto as Attachment B, and Community Development Block Grant Housing Rehabilitation Guidelines, attached hereto as Attachment C.

9. LOAN CLOSING

The Loan closing will occur on the date that the Borrower(s) has executed and delivered to the City the loan documents and the Deed of Trust has been recorded against the Property in the Office of the Recorder of Siskiyou County. Subsequent to closing, the Loan funds will be available to pay installments of the Cost Estimate amount on behalf of the Borrower(s) as specified in the construction contract.

10. SECURITY

The Loan will be secured by the Property. Borrower will be required to enter the following legal documents with the City prior to Loan closing:

- a. A duly executed and legally binding promissory note for the grant amount stated in paragraph 8 (a) hereof, payable to and in a form approved by the City, set forth in Attachment D..

- b. A duly executed, legally binding and recordable Deed of Trust with Assignment of Rents shall be secured by the promissory note. ***SAID SECURITY SHALL BE IN A FORM APPROVED BY THE CITY AND SHALL REQUIRE THE BORROWER(S) TO MAINTAIN THE PROPERTY IN A GOOD STATE OF REPAIR AND CLEANLINESS. OWNER TO INSURE AGAINST ALL PROPERTY DAMAGE INCLUDING FIRE AND FLOOD (FLOOD INSURANCE APPLICABLE ONLY TO HOUSES LOCATED IN A FLOOD ZONE), AND PAY ALL TAXES LEVIED ON THE PROPERTY.***

11. COMMENCEMENT AND DURATION

- a. Borrower(s) agrees to require that the construction contract with Contractor and all other contracts for the Work on the Home be entered into within Ninety (90) days of the date of this Agreement and that the Work commence within Thirty (30) days of the duly executed contracts.
- b. Unless sooner terminated under the provisions hereof, this Agreement will terminate on the earlier of the following dates:
 - 1. 120 days from the date of this Agreement, if construction has not commenced by that time due to the delay or default of the Borrower(s).
 - 2. Upon repayment in full of the Loan.

12. TERMINATION FOR DEFAULT

- a. If the Borrower(s) fails to perform the covenants herein contained and in the manner herein provided, the City shall provide written notice to Borrower(s) of intent to declare default. Borrower(s) shall have 60 days from receipt of notice to cure default. If the default is not cured by the Borrower(s) within 60 days, the City may terminate this Agreement by written notice to the Borrower(s).
- b. If this agreement is terminated by the City under paragraph 7.a before the loan closing date, the City shall be relieved of any obligation pursuant to this Agreement.
- c. If this Agreement is terminated by the City under paragraph 7.a after the loan closing date, the City or its designee may proceed with the work in any manner deemed proper by the City. All costs to the City shall be paid by the Borrower(s) up to the loan amount. Whether or not the City proceeds with the work, the City may require the immediate repayment to the City or its designee, of the outstanding principal and interest, if any, at the date of termination.

13. TERMINATION BY EITHER PARTY FOR CONVENIENCE

- a. Either party may terminate this Agreement before the loan closing date by giving 15 days prior written notice to the other party, both parties shall be relieved of all their obligations hereunder.
- b. If this Agreement is terminated by either party under after the Loan Closing date, the Borrower(s) shall immediately repay to the City, or its designee, the outstanding principal and interest, if any, at the date of termination.

14. GENERAL CONTRACTOR

- a. The Borrower(s) agrees to contract for the performance of the Work with Contractor, who is a licensed contractor in the State of California and who has been approved by City. City or Designee reserve the right to review the contract between the Borrower(s) and Contractor.
- b. The Borrower(s) shall not authorize final payments to Contractor until Contractor has delivered

to the Borrower(s) and City or Designee a complete release of all liens for Work performed under the contract with the Borrower(s), or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Borrower(s) and City indemnifying them against any lien.

- c. The contract between the Borrower(s) and Contractor shall require Contractor and its subcontractors, if any, to:

1. Perform the Work in accordance with applicable state and local building codes.
2. Comply with State and Federal Labor Standards, Equal Opportunity, Non-discrimination, and other requirements contained in **Attachment B** of this Agreement.
3. Maintain Workmen's Compensation Insurance for all parties as required by California law.
4. Maintain unemployment insurance and disability insurance as required by California law.
5. Maintain term of liability insurance or any other insurance from as may be required by City with City as additionally insured.
6. Comply with all applicable laws, regulations, and requirements of City, State of California, and the Community Development Block Grant Program.

15. WORK INSPECTIONS

- a. City or Designee agree to inspect all Work as often as necessary during the construction period to ensure compliance with the applicable housing and building codes. City may approve, revise, or reject inspections performed by its Designee.
- b. On completion of the Work and before the notice of completion is filed, City or Designee will inspect or cause to be inspected the Work. Borrower(s) shall give to City or Designee written acceptance of the Work before making any final payment to Contractor.

16. CONTINGENCIES

- a. The amount specified in **Attachment A** (the Cost Estimate) for "contingencies" may only be expended by the Borrower(s) for purposes related to the Work and approved in writing by City or its designee.
- b. If on the completion date the amount specified for "contingencies" has not been expended, the City will adjust the grant amount by the amount not expended.

17. RECORDS

- a. All records, accounts, correspondence and other documents specified by the City shall be retained for a period of three (3) years from the termination date of this Agreement.
- b. If so directed by the City or its designee, the Borrower(s) shall cause all records, accounts, correspondence, and other documents pertaining to the work to be delivered to the City or its designee.

18. AUDIT

- a. All records, accounts, correspondence, and other documents pertaining to the work shall be accessible to the City or its designee with reasonable prior notice, for the purposes of examination or audit.
- b. Any expenditure which is not authorized by this Agreement, under the Cost Estimate or which cannot be adequately documented shall be disallowed and must be repaid by the Borrower(s) to the City or its designee. Expenditures for work on the property not included in the work described in Attachment A shall be deemed authorized if the performance of such work is approved in writing by the City or its designee.
- g. Absent fraud, mistake or arbitrariness, the determination by the City or its designee of the allowability of any expenditure shall be final.

19. COMPLIANCE WITH CITY GUIDELINES AND STATE LAW AND REGULATIONS

The Borrower(s) agrees to comply with all City Guidelines and State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity and all other matters applicable to the Borrower(s) and the work including, but not limited to, those contained in Attachment B and Attachment C.

20. COMPLIANCE WITH FEDERAL LAW AND REGULATIONS

The Borrower(s) agrees to comply with all Federal laws and regulations applicable to the CDBG program and the work and with the required Federal Provisions including, but not limited to, those contained in Attachment B.

21. COMPLIANCE WITH LOAN AGREEMENT

The Borrower(s) agree to fully comply with all provisions of this Agreement unless a written waiver is granted by the City or its designee. **THE CITY RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT AND IMMEDIATELY CAUSE DUE IMMEDIATE REPAYMENT IN FULL OF THE LOAN AMOUNT IF THE BORROWER(S) FAIL TO COMPLY WITH THE PROVISIONS OF THIS AGREEMENT, INCLUDING ATTACHMENTS AND REFERENCES.**

22. ATTACHMENTS

14a. This agreement further incorporates standard state and federal terms and requirements for administering CDBG grants, which are attached hereto as Attachment B. Attachment B as referred to in that attachment, "grantee" shall mean the City of _____, "subrecipient" shall mean Great Northern Services, "contractor" shall mean Contractor and any of its subcontractors.

14b. This agreement incorporates the City of _____ Community Development Block Grant Housing Rehabilitation Guidelines, which are attached hereto as Attachment C.

All attachments, exhibits, other conditions are hereby incorporated into this Agreement:

- ATTACHMENT A: Cost Estimate with Duplication of Benefit Table for Property
- ATTACHMENT B: State and Federal CDBG Provisions
- ATTACHMENT C: City of _____ Community Development Block Grant Housing Rehabilitation Guidelines
- ATTACHMENT D: Amortized Truth in Lending
- ATTACHMENT D: Promissory Note
- ATTACHMENT E: Deed of Trust
- ATTACHMENT F: Rescission

BORROWER: _____

DATE

CITY'S AUTHORIZED SIGNATURE: _____

DATE

ATTACHMENT B
COMMUNITY DEVELOPMENT BLOCK GRANT
STATE AND FEDERAL PROVISIONS

I. GENERAL CONDITIONS

A. General Compliance

The Subrecipient/Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient/Contractor does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient/Contractor does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient/Contractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract including 2 CFR Appendix II to Part 200 "Contract Provisions for Non-Federal Entity Contracts under Federal Awards". The Subrecipient/Contractor further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient/Contractor shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient/Contractor is an independent contractor.

C. Hold Harmless

The Subrecipient/Contractor shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient/Contractor's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient/Contractor shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient/Contractor shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient/Contractor shall comply with the bonding and insurance requirements of 2 CFR 200.310 and 200.326, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient/Contractor shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient/Contractor will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient/Contractor may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Department and the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient/Contractor from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient/Contractor.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient/Contractor materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient/Contractor to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or,
4. Submission by the Subrecipient/Contractor to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient/Contractor, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

I. Debarment & Suspension

Subrecipient/Contractor shall be eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors. Subrecipient/Contractor shall furnish proof of being eligible to receive federal funding which will become an attachment to this Agreement.

In addition, the Subrecipient/Contractor must comply with 24 CFR Part 2424 and shall not enter into any agreement, written or oral, with any contractor or Subrecipient/Contractor without the prior determination that the contractor or Subrecipient/Contractor is eligible to receive CDBG

funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

J. Drug Free Work Place

Subrecipient/Contractors shall comply with the Drug-Free Workplace Act of 1988 and shall submit their policy so it becomes an attachment to this Agreement.

II. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient/Contractor agrees to comply with 2 CFR 200 Subpart E and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient/Contractor shall administer its program in conformance with 2 CFR Part 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient/Contractor shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR 570.502, and 2 CFR 200 Subpart E; and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient/Contractor shall retain copies of all the CDBG activity related financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of five (5) years after expiration of this Agreement. Subrecipient/Contractor must transfer all CDBG Program-related records to the Grantee with 30 days after termination of this Agreement. The retention period includes finalization of the submission of the Grantee's annual performance and evaluation report to the Department in which the activities assisted under this Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be

retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient/Contractor shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request. Subrecipient/Contractor must transfer all CDBG Program-related records to the Grantee with 30 days after termination of this Agreement.

4. Disclosure

The Subrecipient/Contractor understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient/Contractor's responsibilities with respect to services provided under this contract, is prohibited by State or Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Closeouts

The Subrecipient/Contractor's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient/Contractor has engaged in any activities making use of CDBG funds, including program income. Subrecipient/Contractor must transfer all CDBG Program-related records to the Grantee with 30 days after termination of this Agreement.

6. Audits & Inspections

All Subrecipient/Contractor records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient/Contractor within 30 days after receipt by the Subrecipient/Contractor. Failure of the Subrecipient/Contractor to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient/Contractor hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient/Contractor audits and 2 CFR Part 200.

C. Reporting and Payment Procedures

1. Indirect Costs

If indirect costs are charged, the Subrecipient/Contractor will develop an indirect cost allocation plan for determining the appropriate Subrecipient/Contractor's share of

administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

2. **Payment Procedures**

The Grantee will pay to the Subrecipient/Contractor funds available under this Agreement based upon information submitted by the Subrecipient/Contractor and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient/Contractor, and not to exceed actual cash requirements. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient/Contractor.

3. **Progress Reports**

The Subrecipient/Contractor shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. **Compliance**

The Subrecipient/Contractor shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. **2 CFR 200**

Unless specified otherwise within this agreement, the Subrecipient/Contractor shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.318-200.327.

3. **Travel**

The Subrecipient/Contractor shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient/Contractor shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient/Contractor's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient/Contractor fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient/Contractor shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall

constitute program income to the Grantee. The Subrecipient/Contractor may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient/Contractor for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

III. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient/Contractor agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient/Contractor shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient/Contractor also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

IV. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient/Contractor agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient/Contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient/Contractor shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in

any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient/Contractor, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient/Contractor agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient/Contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient/Contractor agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient/Contractor to assist in the formulation of such program. The Subrecipient/Contractor shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient/Contractor will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient/Contractor may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient/Contractor shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient/Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient/Contractor's commitments hereunder, and

shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. **Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement**
The Subrecipient/Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient/Contractor, state that it is an Equal Opportunity or Affirmative Action employer. Additional State of California Requirements regarding the State Equal Opportunity provisions are contained in Attachment A.
6. **Subcontract Provisions**
The Subrecipient/Contractor will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. **Prohibited Activity**
The Subrecipient/Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
2. **Labor Standards**
The Subrecipient/Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient/Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient/Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient/Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient/Contractor of its obligation, if any, to require payment of the higher wage. The Subrecipient/Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

- a) Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient/Contractor and any of the Subrecipient/Contractor's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient/Contractor and any of the Subrecipient/Contractor's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient/Contractor certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient/Contractor further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient/Contractor further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient/Contractor certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b) Notifications: The Subrecipient/Contractor agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c) Subcontracts: The Subrecipient/Contractor will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient/Contractor will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

- 1. **Assignability**
The Subrecipient/Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient/Contractor from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.
- 2. **Subcontracts**
 - a) Approvals: The Subrecipient/Contractor shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.
 - b) Monitoring: The Subrecipient/Contractor will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - c) Content: The Subrecipient/Contractor shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - d) Selection Process: The Subrecipient/Contractor shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.
- 3. **Hatch Act**
The Subrecipient/Contractor agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient/Contractor agrees to abide by the provisions of 2 CFR 200.112 and 570.611, which include (but are not limited to) the following:

- a) The Subrecipient/Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the Subrecipient/Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient/Contractor, or any designated public agency.

5. Lobbying

The Subrecipient/Contractor hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipient/Contractors shall certify and disclose accordingly:
- d) Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient/Contractor agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

V. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient/Contractor agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient/Contractor shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient/Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based

paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient/Contractor agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

VI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VIII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient/Contractor does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IX. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient/Contractor for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient/Contractor with respect to this Agreement.

**City of _____ Home Rehabilitation Program
Truth in Lending Disclosure Statement
Amortized Loan**

This statement is made in connection with a Grant Agreement, dated **xxxx, 20xx**, between the **CITY OF _____**, hereinafter "Lender", and **Borrower** hereinafter "Borrower", for the assumption of the real property described below.

1. LOAN AMOUNT:

Lender will lend to Borrower the sum of which includes:

			Grant Balance:	\$____.00
Title Fees, (\$____.00)	Recording & Transfer Fees, (\$____.00)	Liens (0)	Misc. (\$0.00)	\$____.00
				\$____.00

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you on your behalf	The amount you will have paid after making all payments as scheduled
0%	\$0.00	\$____.00	\$0.00

2. TOTAL OF PRINCIPAL IS _____ DOLLAR AND _____ CENTS (\$ _____.00).

Repayment of the loan amount shall be as follows:

Principal payment shall consist of _____ () monthly installments of _____ AND _____ DOLLARS (\$0.00) at a simple interest rate of _____ PERCENT (%) for _____ () YEARS. Payments of principal and interest are to be made to THE CITY OF DORRIS or its designee. The first monthly installment payment will be due on _____, 20____, and subsequent payments will be due on the _____ (th) of each month thereafter.

3. DEFAULT, DELINQUENCY AND SIMILAR CHARGES:

EACH PAYMENT IN DEFAULT FOR TEN DAYS (10) SHALL BEAR A LATE CHARGE OF \$5.00. IN ADDITION TO THE LATE CHARGE, THE APPLICANT SHALL BE RESPONSIBLE FOR ATTORNEY'S FEES AND ALL COSTS OF COLLECTION IN THE EVENT THAT ANY PORTION OF THE INDEBTEDNESS IS NOT PAID WHEN DUE.

4. PREPAYMENT:

Prepayment of the loan, in whole or part, may be made without penalty. In the event of any prepayment, there will be no rebate of prepaid or unearned interest, because no such interest will be collected.

5. SECURITY INTEREST:

This loan is secured by **DEED OF TRUST AND PROMISSORY NOTE** against the real property, the address of which is _____.

In the event of a default, the filing and recording of a certificate of default with the County Recorder shall constitute a lien upon this property. I acknowledge that I have received a completed copy of this statement and that I have not signed any note, contract, or any other agreement in connection with this credit transaction.

X

BORROWER: _____

X

DATE: _____

DO NOT DESTROY THIS NOTE:

When paid, this Note and the Deed of Trust securing same, must be surrendered to Trustee for cancellation and retention before reconveyance of the Deed of Trust will be made.

INSTALLMENT NOTE
(INTEREST INCLUDED IN INSTALLMENT PAYMENT)

DATE: _____

File: _____

\$_____.00

For value received, all of the undersigned (collectively referred to as "Maker"), jointly and severally promise to pay to the City of Dorris, a California Municipality or order ("Holder"), at _____, or as directed otherwise in writing by Holder, the principal sum of _____ **AND 00/100 DOLLARS (\$_____ .00)**, with interest from the date first above written, on the amounts of principal remaining from time to time unpaid, until said principal sum is paid in full, at the rate of _____ **PERCENT (___%)** per annum. Maker shall pay in equal monthly installments _____ **AND ___/100 DOLLARS (\$_____)** or more on the same day each and every month, beginning on the 15th day of AUGUST 2023, and continuing until the _____ day of _____, at which time the entire unpaid principal and any accrued interest is all due and payable in full.

If the Maker shall sell, convey or alienate the property as described in the Deed of Trust (defined below), or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Holder being first had and obtained, Holder shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable.

If this Note requires a balloon payment, this Note may be subject to California Civil Code Section 2966 which provides that the Holder of this Note shall give written notice to the Maker as the trustor of the Deed of Trust, or his/her successor in interest, of prescribed information at least ninety (90) and not more than one hundred and fifty (150) days before any balloon payment is due.

All payments under this Note shall be made in lawful money of the United States of America. Payments shall be credited first against any costs or expenses due under this Note, then to accrued interest, and finally to principal. The principal amount of this Note may be prepaid, in whole or in part, at any time without penalty (unless a separate prepayment penalty provision is specifically included in the Note, which terms shall override this statement), in which event, interest shall cease to accrue on the portion of the principal so prepaid. Should any amount under this Note not be paid when due, then all remaining principal and accrued interest shall become immediately due and payable at the option of Holder. In no event shall the interest rate charged under this Note exceed the maximum rate permitted under applicable law.

Payment of said Principal and Interest shall be as agreed between the Borrower and Lender using of the alternatives as indicated below:

- [] 1. Principal payments shall be deferred for twenty/thirty (20/30) years or payment of principal shall be due and payable upon transfer of Title of Property against which the City holds Trust Deed. No interest payments shall be levied against said principal.
- [X]2. Payments shall be Amortized. Principal and Interest shall be in _____ (_____) installments as indicated above.

INSTALLMENT NOTE
(INTEREST INCLUDED IN INSTALLMENT PAYMENT)

\$_____.00

Should suit on this Note or foreclosure of the Deed of Trust (defined below) be commenced, Maker agrees to pay the costs of foreclosure and such additional sums as a court may adjudge reasonable as attorney's fees in any suit.

This Note shall be construed in accordance with the laws of the State of California. Any alteration, change or modification of or to this Note, in order to become effective, shall be made by written instrument executed by both Maker and Holder.

This Note is secured by a deed of trust of even date herewith to **Mt. Shasta Title and Escrow Company, a California Corporation**, as trustee ("Deed of Trust").

THIS IS A LEGAL DOCUMENT. PLEASE READ IT CAREFULLY.
IT IS RECOMMENDED THAT YOU CONSULT YOUR LEGAL COUNSEL
BEFORE EXECUTING OR ACCEPTING THIS DOCUMENT.

"Maker"

By: _____

RECORDING REQUESTED BY

CITY OF _____

WHEN RECORDED MAIL TO:

CITY OF _____

_____, CA 96____

Attention: CDBG

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

A.P.N.: ____ - ____ - ____

**DEED OF TRUST WITH ASSIGNMENT OF RENTS
(LONG FORM)**

THIS DEED OF TRUST, made this **(Date)**, between

TRUSTOR: **(Borrower Name)**, **(an unmarried woman/man, a married woman/man, etc..)**

whose address is, _____, _____, **California 96**_____

TRUSTEE: **Mt. Shasta Title and Escrow Company, a California Corporation**

and BENEFICIARY: **City of** _____, **a California jurisdiction**

whose address is (address of city hall)

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the **City of** _____, County of Siskiyou, State of California, described as:

Real property in the unincorporated area of the County of Siskiyou, State of California, described as follows:

(Property Description)

Assessor Parcel Number: ____ - ____ - ____

together with rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of \$ _____**.00** with interest thereon according to the terms of a promissory note or notes of even date herewith made to Trustor, payable to order of Beneficiary, and extensions or renewals thereof, (2) the performance of each agreement of Trustor incorporated by reference or contained herein and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

A. To protect the security of this Deed of Trust, Trustor agrees:

- 1) To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building

City of _____ Deed of Trust.(street address)

which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2) To provide, maintain and deliver to Beneficiary property and fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

4) To pay, at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all cost, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or

Trustee being authorized to enter upon said property for such purposes; appear in and defend any action purporting to affect the security hereof or the rights or powers of Beneficiary or

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

5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

6) To occupy the property as Trustor's principal place of residence during the term of the grant, and not sell, lease, or rent property without consent of the Beneficiary.

B. It is mutually agreed:

1) That any award in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his/her right either to require payment when due of all other sums so secured or to declare default for failure so to pay.

3) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easements thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4) That upon written request of Beneficiary stating that the Trustor fulfilled its obligation under the Grant Agreement or all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Trustor in such reconveyance may be described as "the person or persons legally entitled thereto".

5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right; prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collecting of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of said having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale.

Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of

the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply to proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or

Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor,

Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

10) Trustor requests that copies of the notice of default and notice of sale be sent to Trustor's address as shown above.

Beneficiary requests that copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust be sent to Beneficiary's address, as set forth on page one of this Deed of Trust, as provided by Section 2924(b) of the California Civil Code.

11) That the grant/loan funding requires that for the term of the grant/loan, the property be occupied by a household meeting the income guidelines for the Community Development Block Grant Program.

If the Trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable.

By: (Borrower(s) Name

Insert Notary Page Here

-----DO NOT RECORD-----

REQUEST FOR FULL RECONVEYANCE
To be used only when note has been paid.

To: Mt. Shasta Title and Escrow Company, a California corporation, **Trustee** Dated: _____

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to: _____

By _____

By _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.
Both must be delivered to the Trustee for cancellation before reconveyance will be made.

**CITY OF MONTAGUE
ATTACHMENT L: CONTRACTOR INVITATION TO BID-SAMPLE**

NOTICE TO CONTRACTORS -- INVITATION FOR REQUEST FOR BIDS

City of _____
Community Development Block Grant Housing Rehabilitation Program
(Home Address)

Sealed proposals will be received by _____ at _____ City Hall located at _____, _____, CA 960____, until ____:00 p.m. local time, on _____, at which time proposals submission will be closed, for a general contractor for the CDBG Housing Rehabilitation Program (Home Address) in accordance with the Contract Documents therefore and any addenda which may be issued prior to the Proposal opening date.

Proposal Submittal Dates

RFP Release	February 14, 2024
Walk-thru RSVP Deadline	February 21, 2024; 3:00 pm
Walk-thru by RSVP Only	February 26, 2024
Proposal Due Date	March 7, 2024; 3:00 p.m.
RFP Award Date	March 14, 2024

The project is located in _____, California and consists of (briefly describe project).

Proposals must be submitted in accordance with the Request for Bid Package. Any Proposal not so submitted will be considered as not responsive to this Invitation.

Each responding contractor is responsible for understanding the Project area and for reading and being thoroughly familiar with the Request for Bid Package, Plans and Contract Documents. The failure or omission of any Contractor to do any of the foregoing shall in no way relieve any Contractor from any obligation with respect to its Proposal.

The bidding Contractors shall be licensed by the California Contractor State License Board with a B - General Building Contractor or Class "A" — General Engineering Contractor.

This is **not** a public works project, and the Contractor shall be required to comply fully with all Laws and Regulations of the State of California regarding Labor Standards. In addition, this project is funded by a Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development (HUD), through the State of California Department of Housing and Community Development (HCD),

Bidders on this work shall be required to comply with the provisions of the President's Executive Order No. 11246, as amended. The Bidders shall also comply with the requirements of 41 CFR Part 60 - 4 entitled Construction Contractors - Affirmative Action Requirements. A copy of 41 CFR Part 60 - 4 may be found in the Supplemental General Conditions of the Contract Documents and Specifications. The Bidders attention is also called to the "Minority/Women Business Participation" requirements contained in the Project Specifications and to Section 3 requirements. HCD and HUD encourages grantees to contract with MBE/WBE and Section 3 businesses when possible.

The Contractor must meet guidelines and practices established by the Department of Housing and Community Development and appropriate federal regulations including: 1) Executive Order 11246, 2) Section 3 of the Housing and Community Development Act of 1968, as amended, 3) Certification of Non-Segregated Facilities, 4) OMB Circular A-102, 5) Title VI of the Civil Rights Act of 1964, 6) Section 504, Rehabilitation Act of 1973, 7) Age Discrimination Act of 1975, 8) Executive Order 12138, 9) Conflict of Interest Clause, 10) Retention and Custodial Requirements for Records Clause, 11) Contractors and Subcontractors Certifications, and others that may be appropriate or necessary. Contract procurement is subject to the federal regulations contained in 2 CFR 200.

Any contract(s) awarded under this Advertisement for Bids are expected to be funded by a grant from

the Department of Housing and Urban Development, as administered by the California Department of Housing and Community Development with the County of Siskiyou as the Grantee. Neither the United States nor any of its departments, agencies or employees is or will be a party to this Advertisement for Bids or any resulting contract.

This Invitation to Bid document may be inspected at the office of Great Northern Services (GNS), a subrecipient of _____, 310 Boles St., Weed, CA, Telephone (530)938-4115 x115. Contract Documents may be obtained at the office of GNS for the cost of \$30.00 or may be obtained by mail for a cost of \$40.00. Charges are to defray the cost of printing and mailing and are not refundable.

Standard Agreement _____ may be inspected at _____, _____, California 960__ or a copy may be requested by phone from GNS at (530)938-4115 x115.

Homeowner and GNS, at the sole discretion of Homeowner and GNS, reserves the right to reject any or all bids or to waive any irregularity, except as forbidden by law, in any Bid received.

Dated: _____, 20__

By: _____

Brandy Caporaso, Great Northern Services

Request for Bids
City of _____
Community Development Block Grant Home Rehabilitation Program
(Standard Agreement #)
General Contractor
For
Home Rehabilitation
(Address), CA

Bids Due by:
(Date)
__:00 p.m.

The following schedule of events will be followed to the extent achievable; however, Great Northern Services (GNS) reserves the right to adjust or make changes to the schedule as needed.

Estimated Timeline of Events

Date	Activity
RFB Date	Release of Request for Bids (RFB)
10 days from RFB 3:00 pm	Walk-thru RSVP Deadline
4-7 days from RSVP 11:00 am	Walk-thru by RSVP Only
5-7 days from Walk through 3:00 p.m.	Deadline to Submit Questions
~ 5 days from Questions, 2024	Questions Answered
14 days -1 month from RFB 3:00 p.m.	Sealed Bid Opening
~7-14 days from Bid Opening	Award Date

1.0 Preface

The (Standard Agreement #) City of ____ CDBG Housing Rehabilitation Program (Program) is funded through a Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development (HUD), through the State of California Department of Housing and Community Development (HCD).

Great Northern Services (GNS), a non-profit, is providing services through a Subrecipient Agreement with (City). As part of those services GNS is assisting the homeowner issue the Request for Bid, fielding questions in response to the Request and accepting and reviewing the Bids with the homeowner.

The project's purpose is to improve homes for low to moderate income families who otherwise couldn't afford to do so.

The homeowner at _____ will enter into an agreement with the General Contractor (Contractor) who is the lowest responsive responsible bidder. The contractor will provide a bid to provide home rehabilitation construction services listed in 2.0 Scope of Services based on the Plans and Specifications.

Each responding contractor is responsible for understanding the work necessary to perform the construction listed in 2.0 Scope of Services and for reading and being thoroughly familiar with the Contract Documents, Plans and Specifications. The failure or omission of any Contractor to do any of the foregoing shall in no way relieve the Contractor from any obligation with respect to its Bid.

Bids from the responding contractor are per 2.0 Scope of Services.

Contractors shall be licensed by the California Contractor State License Board with a B - General Building Contractor or Class "A" — General Engineering Contractor.

2.0 Scope of Services

Work will be performed at _____

- Securing Permit
- Installing site utilities and connecting to well and septic
- Sitework and raised foundation for the **standard floor plan** approved 2 bedroom 2 bath home (Home) based on Site Plan, engineered stem wall detail, plans and specifications.
- Building the approved Home to completion including the occupancy permit signed off based on plans and specifications.
- Final Inspection shall be completed by November 30, 2024
- This is **not** prevailing wage work
- If the bid is over \$200,000 Section 3 requirements must be met

3.0 Site Walk-through

Site walk-through is scheduled for February 26, 2024 at 11:00 am. The walk-through is mandatory and Bidder must contact Brandy Caporaso, GNS by February 21, 2024 at 3:00 pm at bcaporaso@gnservices.org to RSVP their attendance. If there are no RSVP's a walk-through will not be conducted. Bidders are **not** authorized to go onto the property without the owner's permission and GNS' knowledge.

4.0 Submission Requirements

Sealed Bids must be submitted in person or by mail to _____ at _____ City Hall at _____. They **MUST** be received before _____ p.m. on _____. Please write "**Adress**" on the outside of the sealed envelope.

Bid Format: Bids must contain the following:

- Attachment A: Cover, Bid, Questionnaire, References: Complete & submit.
- Attachment B: Debarment Certification Form: Complete & submit.
- Attachment C: Bid & Subcontractor List: Complete & submit.
- Attachment D: Section 3 Forms **for Bids over \$200,000**: Complete & submit if applicable.

5.0 Conflict of Interest

Bidder(s) shall disclose to Great Northern Services (GNS) any interest, direct or indirect which could conflict in any manner or degree with the performance of service required. At GNS' or City's discretion, a potential conflict of interest, to the extent it is waivable, may be waived or factored into the final award decisions and/or a modified Scope of Services.

6.0 Selection Process

Award will be made to the lowest responsible responsive Bidder based on the total Bid amount. The Bids received in response to this RFB will be screened by GNS and Homeowner. Bids will only be considered which are responsive to the RFB. Any Bid that fails to meet the RFB's requirements will be regarded as non-responsive and may be rejected. In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work.

Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers. A Bid, which is in any way incomplete, irregular or conditional may be rejected at GNS' and Homeowner's discretion. GNS and Homeowner reserve the right to reject any and all bids and reserve the right to waive any non-substantive defects in the bids. The Request for Bids does not commit the Homeowner to award a contract, pay any costs incurred in the preparation of bids, or to procure or contract for supplies or services. The following criteria will be used in the evaluation of the bid being responsive:

1. Can meet Schedule
2. Bid submitted on time and is complete
3. Contractor and subcontractors are not debarred from doing business with the federal government.
Not on the "excluded" list on SAM.gov.

7.0 General Information

Responding Contractors shall provide one (1) original copy with signature by hand delivery or mail, as instructed in Section 4.0 Submission Requirements above.

Responding Contractors are asked to direct all inquiries related to the request to Brandy Caporaso, Community Development Manager at GNS by email, bcaporaso@gnservices.org, or by phone at 530.938.4115 ext. 115.

GNS will provide assistance with:

- Bid Opening
- Pre-Construction meeting
- Owner-Contractor Contract
- Homeowner interaction beyond normal homeowner requests.
- Processing contractor invoices for completed work and/or materials on site.

- Technical assistance for compliance with local, state and federal requirements and reporting.

Contractor must:

- Have an appropriate license and bonds from the California Contractor State License Board.
- Not be debarred from doing business with the federal government. Not on the "excluded" list on SAM.gov.
- Be able to obtain Insurance as set forth in the General Provisions section of the Contract for Services Agreement (Attachment D).
- Provide services as described in the Scope of Services including, but not limited to, compliance with local, state and federal requirements. (This is not Prevailing Wage work)

A contract award resulting from this RFB will be made without discrimination on any basis prohibited under state or federal law.

8.0 Attachments

- A. Cover, Bid Form, Questionnaire & References
- B. Debarment Certification Form
- C. Bid Form & Supplier/Subcontractor List
- D. Section 3 Forms for Bids over \$200,000
- E. Construction Contract
- F. City of _____ Community Development Block Grant Housing Rehabilitation Guidelines
- G. Plans/Specifications

City of _____ CDBG Home Rehabilitation Program

Contractor-Request for Bids-(Address)

Attachment A – Cover, Bid, Questionnaire Sheet, Experience & References

Cover

Bid Response: _____ We are responding to the bid. See below.

_____ We choose not to bid. Please complete Name of Company and Address.

To: City of _____
Address _____

The enclosed proposal is submitted in response to the (standard agreement #) – City of _____ CDBG Home Rehabilitation Program a Request for Bid (RFB) for a General Contractor to perform construction for housing rehabilitation services as describe in the RFB 2.0 Scope of Services:

Legal Name of Company:	
Select One: ____ Individual ____ Partnership ____ Joint Venture ____ Corporation	
Street Address:	
City/State/Zip:	
Phone:	
Contact Person:	
Contact Person Phone:	
Contact Person Email:	
Contractor License Number:	
Tax ID Number (TIN#):	
SAM UEI # (if available):	

The undersigned is a duly authorized officer and certifies that the above-named company agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions, and provisions of the RFP and any addenda or attachments thereto in the event of an award. The proposal shall remain in effect for a period of 120 calendar days as of the Due Date of the RFB.

Signature of Authorized Officer: _____

Printed Name: _____

Title: _____

City of ____ CDBG Home Rehabilitation Program
Contractor-Request for Bids-(Address)
Questionnaire

Do you have an Equal Opportunity Employment Policy?	Yes / No / Sole Proprietor
Do you have a Drug Free Work Place Policy?	Yes / No / Sole Proprietor
Do you have a non-discrimination policy? Is it posted?	Yes / No / Sole Proprietor
Are you a certified woman or minority-owned business enterprise? If yes, please provide certificate.	Yes / No
Ability to provide Proof of Worker's Compensation Insurance?	Yes / No / Sole Proprietor
Ability to provide Proof of Liability Insurance with Homeowner and City of ____ as additional insured?	Yes / No
Ability to enter into a contract with Homeowner?	Yes / No
Ability to maintain records for 5 years for all participants referred for service with the understanding that the City or State can review those files?	Yes / No
Does your company have any conflict of interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of your contract with Homeowner? If yes, please explain:	Yes / No

Experience

Year Business Established	
# of Employees	
# Years Experience	
# Years Experience in Siskiyou County/City of ____	
# Years Experience with federally funded projects	

City of _____ CDBG Home Rehabilitation Program
Contractor-Request for Bids-(Address)
References

Please list references for whom similar services have been provided:

1. Name/Company:

Address:

Telephone Number:

Email:

2. Name/Company:

Address:

Telephone Number:

Email:

3. Name/Company:

Address:

Telephone Number:

Email:

City of ____ CDBG Home Rehabilitation Program
Contractor-Request for Bids-(Address)

Attachment B

Debarment Certification Form

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

The Contractor/Vendor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this _____ day of _____ 20 _____

Company _____

By _____

Authorized Signature for Contractor/Vendor

Printed Name

Title

City of ____ CDBG Home Rehabilitation Program

Contractor-Request for Bids-(Address)

Attachment C-Bid Form & Subcontractor/Supplier List

Bid Form: One Single Family 2 Bedroom/2 Bath Home Mirrored Layout on Raised Foundation

Please complete the table or submit similar take off. Includes minimal specifications. If grade isn't specified, provide Builders/Contractor grade or better. List alternatives.

Breakdown	Materials	Labor	Total Cost	Notes for Alternative to Specifications
Sitework (see plans)				
Foundation (see plans)				
Framing (see plans)				
Decking (see plans)				
Siding (see plans)				
Trusses (see plans)				
Roofing (see plans)				
Gutters 6" steel				
Electrical (Site/Rough/Finish)				
Plumbing (Site/Rough/Finish)				
HVAC (propane tank sized appropriately)				
Insulation				
Drywall				
Paint				
Cabinets				
Countertops (laminated-customer to choose color)				
Doors (see schedule)				
Windows (see schedule)				
Bath hardware (towel racks, toilet paper holders)				

City of ____ CDBG Home Rehabilitation Program

Contractor-Request for Bids-(Address)

Breakdown	Materials	Labor	Total Cost	Notes for Alternative to Specifications
Flooring (luxury vinyl plank minimum 5mm-customer to choose color)				
Permit Fees				
Mobilization				
Contingency				
Overhead				
Total Cost				

Subcontractors & Suppliers

Contractors bidding on a project must provide the names of all sub-contractors and their trade and suppliers for materials. Sub-contractors will also need to have Liability Insurance as well as Workmen's Compensation Insurance if they have employees.

Subcontractors cannot be on the federal debarred list.

Attention Contractor: If any of your subcontractors change, you must notify Great Northern Services immediately with the new name, license #, Social Security Number or TIN Number.

Subcontractor/Supplier Business Name	Trade/Materials

ATTACHMENT D

INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

(To be returned with submitted bid if over \$200,000)

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 75] is HUD's legislative directive to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very-low income persons. The regulations seek to ensure that low- and very low-income persons, and the businesses that employ these individuals, are notified about the expenditure of HUD funds in their community and encouraged to seek opportunities, if created.

A Section 3 Worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

- The worker's income for the previous or annualized calendar year is below 80% of the area median income limit established by HUD. HUD income limits may be obtained from:
<https://www.huduser.gov/portal/datasets/il.html>
- The worker is employed by a Section 3 business concern: or
- The worker is a YouthBuild participant

A Section 3 targeted worker for Housing and Community Development Financial Assistance projects is a Section 3 worker who:

- is employed by a Section 3 business concern; or
- currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - Living within the service area or the neighborhood of the project, as defined in 24 CFR § 75.5; or
 - A YouthBuild participant.

A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:

- At least 51% owned and controlled by low- or very low-income persons;
- Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers; or
- A business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
 - **Note: If your business meets the definition of a Section 3 business, you must register as a Section 3 Business through HUD's website here: <https://hudapps.hud.gov/OpportunityPortal/>**
Businesses who self-certify that they meet one of the regulatory definitions of a Section 3 business will be included in a searchable online database. The database can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of covered construction and non-construction contracts to Section 3 businesses.

INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS (cont.)

Please complete the following:

1. If awarded a contract, do you agree to insert the HUD Section 3 Clause into all Section 3 covered subcontracts?
Yes ☐ No ☐

2. If awarded a contract for this CDBG funded project, do you anticipate hiring new employees to complete the project? (Hiring would be specific to this project)
Yes ☐ No ☐
If yes, please estimate the number of employees to be hired: _____

3. Is your business a Section 3 Business?
Yes ☐ No ☐
If yes, your business will need to be registered as a Section 3 Business through HUD's website and complete a Section 3 Certification form and provide supporting documentation

4. Is the bidder willing to consider hiring Section 3 residents/workers for future employment opportunities that are a direct result of this CDBG funded project?
Yes ☐ No ☐

5. Is the bidder willing to consider subcontracting with Section 3 Businesses for this project?
Yes ☐ No ☐

6. Have you posted the opportunity on HUD's website portal _____
Yes ☐ No ☐

I understand that this contracting opportunity is subject to HUD Section 3 requirements (24 CFR Part 75). I have read and understand the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project. If awarded a contract, the business commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the business agrees to provide reports to the City of Weed on Section 3 efforts and accomplishments.

Name of Contractor/Subcontractor	Address
Print Name	Title
Signature	Date

**SECTION 3 BENCHMARK GOALS
PROJECTED NUMBER OF TOTAL LABOR HOURS,
SECTION 3 WORKER LABOR HOURS, AND
TARGETED SECTION 3 WORKER LABOR HOURS
(To be returned with submitted bid)**

To meet safe harbor benchmarks, businesses must have at least 20% of total labor hours performed by Section 3 Workers and at least 5% of total labor hours performed by Targeted Section 3 Workers for a combined total of at least 25%.

Estimated Hours and Section 3 Worker Hours		
Prime contractor must report on all contractor and subcontractor hours and provide supporting documentation.	Hours	% of Total Hours
Total Number of Hours per Certified Payroll		
Total Number of Hours of work performed by Section 3 Workers that completed Section 3		
Total Number of Hours of work performed by Section 3 Targeted Workers		

If you cannot meet the Safe Harbor requirement based on the labor hours above, indicate below how you will meet qualitative Section 3 safe harbor benchmark requirements per 24 CFR 75.15(b) and 75.25(b).

- ☐ Engage in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- ☐ Provide training or apprenticeship opportunities.
- ☐ Provide technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- ☐ Provide or connect Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- ☐ Hold one or more job fairs.
- ☐ Provide or refer Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
- ☐ Provide assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- ☐ Assist Section 3 workers to obtain financial literacy training and/or coaching.
- ☐ Engage in outreach efforts to identify and secure bids from Section 3 business concerns.
- ☐ Provide technical assistance to help Section 3 business concerns understand and bid on contracts.
- ☐ Divide contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- ☐ Provide bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- ☐ Promote use of business registries designed to create opportunities for disadvantaged and small businesses.
<https://hudapps.hud.gov/OpportunityPortal/>
- ☐ Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act
- ☐ Other. Please Explain

SECTION 3 PROJECT WORK FORCE BREAKDOWN

(To be returned with submitted bid)

Job Category	Total Positions Needed for Project	No. Positions Occupied by Permanent Employees	Number of Positions not Occupied	Number of Positions filled with Section 3 residents
Supervisor				
Professional				
Technical				
Office/Cleric				
Others				
TRADE:				
Journeyman				
Apprentices				
Trainees				
Others				
TRADE:				
Journeyman				
Apprentices				
Trainees				
Others				

Section 3 Resident:

Individual residing within the Section 3 Area whose family income does not exceed 80% of the median income in Siskiyou County. See attached income schedule.

Person Completing Form: _____

Authorized Signature _____ Date: _____

SECTION 3 CONTRACTS/SUBCONTRACTS BREAKDOWN

(To be returned with submitted bid)

Type of Contract	Total Number	Total Approximate Dollar Amount	Estimated No of Contracts to Section 3 Businesses	Estimated Dollar Amount to Section 3 Businesses

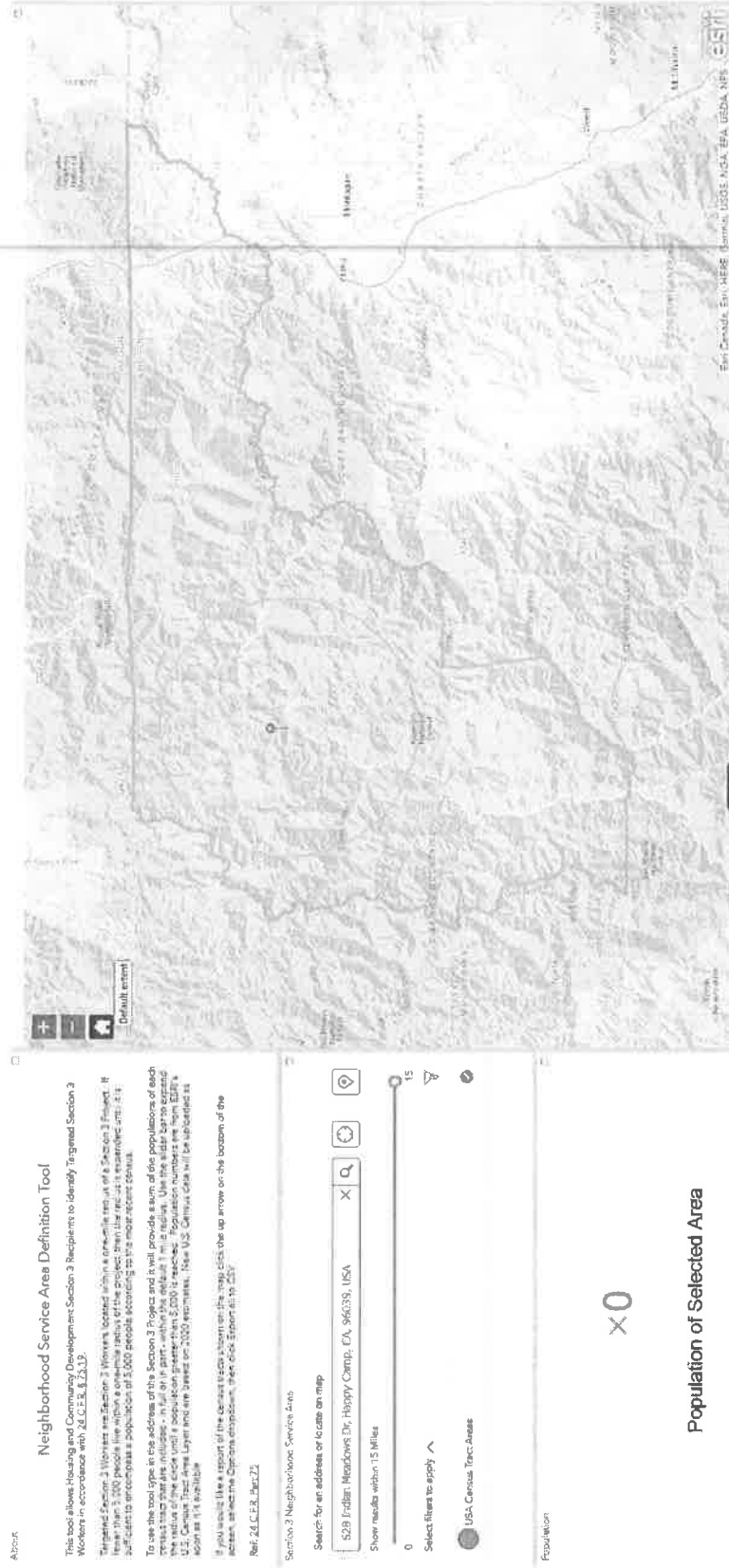
Company

Signature

Person Completing the Form

Targeted Section 3 Worker Map for _____

The 15 Mile Radius does not meet the requirements so therefore you are able to find Targeted Section 3 Workers in Yreka.



City of _____
**Community Development Block Grant
Housing Rehabilitation Program
OWNERS NAME Construction Contract**
ADDRESS

This Contract is being entered into on DATE, between OWNERS NAME (hereinafter referred to as "Owner(s)") and CONTRACTOR NAME (hereinafter referred to as "Contractor").

1. AGREEMENT TO CONSTRUCT:

In accordance with the terms of this Contract, Contractor agrees to construct and complete, in a good workmanlike manner, furnishing all supervision, labor, materials, tools and equipment, the work outlined in the Bid and Proposal including Plans and Specifications:

ADDRESS

Contractor shall supervise and direct the Work and shall be fully responsible for all construction means, methods, techniques, sequences, and procedures and for the coordination of all portions of the Work under Contract. All materials shall be new, unless otherwise specified, and of good quality and title.

2. CONTRACT PRICE:

For Work described in this Contract, Contractor shall be paid the sum of AMOUNT OF CONTRACTOR BID IN WORDS (\$AMOUNT OF CONTRACTOR BID IN NUMBERS). This Contract Price constitutes the entire consideration for the performance and completion of all Work under this Contract.

3. CONTRACT DOCUMENTS:

The following additional documents comprise the entire agreement of the parties to this Contract. These additional documents are by this reference incorporated into and made a part of this Contract, as fully as if set out herein. What is required by one shall be as if required by all. If there is a discrepancy between the Scope of Work, and Plan Set, the Plans takes precedence over Scope of Work.

Contractor's Bid Documents including Attachments A-D

- 1) Plans Sets
- 2) Lead Base Paint Certification
- 3) Section 3 Documentation (if applicable)
- 4) Notice To Proceed

4. NOTICE TO PROCEED AND TIME FOR COMPLETION OF WORK:

A Notice to Proceed shall be issued within 30 calendar days of the execution of this Contract. Prior to issuance of the Notice to Proceed the Contractor shall submit the following: Building Permit, Supplier/Subcontractor List and Insurance Certificate. If said Notice is not issued within the prescribed time period, Contractor has the option of withdrawing his/her Contract, Bid and Proposal, unless a written time extension is agreed to by both Contractor and Owner. Work under this Contract shall be commenced within fourteen (14) days after the date stipulated by said Notice to Proceed and with final inspection by COMPLETION DATE.

5. LIQUIDATED DAMAGES:

The parties agree that Owner would suffer substantial damages as a result of Contractor's unexcused delays in the completion of the Work. The parties further agree that, as Liquidated Damages for any unexcused delays in the completion of the Work, Contractor shall deduct from Contract price, the sum of **FIFTY DOLLARS (\$50.00)** for each calendar day past the stipulated completion date, until such date that Work is satisfactorily completed; provided, however, that if a substantial amount of the delay in the completion of Work is the result of delays caused by Owner, then regardless of the fact that delays may have been caused by Contractor, Liquidated Damages shall not be apportioned.

6. 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; weather or unusual conditions; unavailability of materials, or casualty beyond Contractor's control; provided, however, that Contractor promptly (within 14 days) notifies Owner and Subrecipient, in writing, of the cause of the delay. If the facts show the delays to be excusable under the terms of Contract, the time for completion shall be extended for a period equal to the amount of time lost due to such delay.

7. RESPONSIBILITIES OF GREAT NORTHERN SERVICES AND OWNER:

Work to be performed under this Contract is financed by a loan with the City of _____ ("City") as beneficiary. Great Northern Services (GNS) as Subrecipients of City is hereinafter referred to as "Subrecipient". Owner is solely responsible for monitoring all Work performed under this Contract and enforcing the terms of this Contract. Subrecipient shall inspect all Work for the purpose of monitoring loan disbursements, enforcing the terms of the loan agreement with Owner and protecting City's security interest in Owner's property.

8. PROVISIONS FOR 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 property in a trailer, recreational vehicle, etc. during construction, but shall cooperate with Contractor to facilitate the performance of the Work, including limiting use of property areas that may be essential to the conduct of Work.

9. COMPLIANCE WITH THE LAW:

Contractor is required to be licensed and regulated by the Contractor's State License Board. Any questions concerning the Contractor may be referred to the Registrar of the Board, whose address is: Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95827. All Work specified in Contract shall be completed in strict compliance with the laws, ordinances, rules, regulations and Codes of the State, County, City 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.

10. REQUIRED INSURANCE:

During the life of this Contract, Contractor and any or all subcontractors shall carry and maintain the following insurance with Owner and City as additionally insured.

- 1) Workers' Compensation Insurance in accordance with the laws of the State, or private carrier medical insurance equivalent to Workers' Compensation Coverage.
- 2) Broad Form Public Liability Insurance for bodily injury or death, in the minimum amount of \$1,00,000 for each accident which may result from operation under this Contract.

- 3) Broad Form Property Damage Insurance in an amount not less than \$1,000,000.

11. 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. The above applies at the adjacent site(s) including trees, shrubs, lawns, pavements, structures, and utilities not designated for removal or replacement under the terms of this Contract.

12. HOLD HARMLESS:

Contractor shall indemnify, defend and save harmless Owner, City and Subrecipient, its officers, agents and employees, from any and all claims and losses accruing or resulting to any and all Contractors, subcontractors, laborers, service or material supplies, in connection with the rehabilitation of Owner's residence.

13. 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.

14. CHANGES IN WORK TO BE PERFORMED:

No changes shall be made in the Work, Contract Price or Contract Time of 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 City. All Change Order Requests shall be submitted in writing. No claim for an adjustment of Contract Work, Price or Time will be valid unless so ordered.

15. METHOD OF PAYMENT:

The Owner does hereby agree that s/he shall pay progress payments in accordance with the following conditions:

- All invoices for reimbursement must be on Contractor letterhead with Contractor's State License Number and invoice date, Owner's name and address and must list materials onsite and/or inspected work to be paid and amounts.
- Invoices must be submitted to Owner for their signature as approval of payment.
- Contractor must submit invoices to Subrecipient to review and approve. Subrecipient will forward all approved invoices to City for review, approval and payment.
- For the purpose of securing City interest in the property, Subrecipient may inspect the Work to ensure that it has been satisfactorily completed in accordance with Contract requirements.
- Payments will be made by City on behalf of owner and will be paid net 30 days from when city receives invoice.
- Prior to final payment all City Building Permits must be finalized by City Building Department.

- Contractor submits its final invoice upon recording of the Notice of Completion if all Lien Releases have been received or 30 Days after the Notice of Completion has been recorded after City Final Inspection.
- The payment of progress payments shall not constitute acceptance of defective Work or improper material, nor is it a waiver of any other remedies to which Owner may be entitled under the terms of Contract.

16. GUARANTEES AND MATERIAL WARRANTIES:

Contractor shall provide Warranties and Guarantees per California Contractors State License Board.

17. SURPLUS MATERIALS AND CLEAN-UP OF PREMISES:

All surplus materials, and all materials and equipment removed and not reused as a condition of this Contract, shall remain or become the property of Contractor, unless otherwise so stated at the Pre-construction meeting. All surplus material, as well as all rubbish and construction debris resulting from Contractor's operations, shall be promptly removed from the job site. Upon completion of the Work, Contractor shall leave the building and premises in a "broom-clean" condition.

18. TEMPORARY RELOCATION:

When temporary relocation is necessary to perform the Work, the rules and regulations of the State of California shall be adhered to by Owner and Contractor. Owner shall contact Subrecipient before moving to temporary housing in order to ensure that the temporary housing meets regulations.

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. TERMINATION

- Either party may terminate this agreement by giving 15 days prior written notice to the other.
- If this agreement is terminated by either party under paragraph 20.a before the loan closing date, both parties shall be relieved of all their obligations hereunder.
- If this agreement is terminated by either party under paragraph 20.a after the loan closing date and before construction begins, the Owners as borrower(s) shall immediately repay to the City, the outstanding principal and interest, if any, at the date of termination.

21. DISPUTE RESOLUTION POLICY:

In the event of a dispute between the Owner and Contractor, the Subrecipient shall make every effort to resolve the dispute with the assistance of the building inspector when available. In the event a satisfactory solution is not reached, either party may appeal to the appeals board.

APPEALS BOARD: Applicant may request a review hearing with a three-member appeals board appointed by the City. A request for a review hearing must be submitted in writing to the Subrecipient. The Subrecipient shall request the City to arrange for a meeting of the appeals board. The review hearing must be held within 31 days within receipt of the applicants written request. Other than by members of the appeals board, the hearing will be attended by one City of _____ Community

Development Block Grant Loan Committee, an Subrecipient representative, the Contractor and City Inspector if possible. Should the dispute not be resolved then the controversy shall be submitted to Arbitration.

ARBITRATION: Final decision of controversy arising out of or relating to this Contract, or the breach thereof, shall be submitted to binding arbitration in accordance with the provision 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.

22. MECHANICS' LIENS:

Contractor shall promptly pay all valid bills and charges for material, labor or otherwise in connection with or arising out of the rehabilitation of said property, and will hold Owner free and harmless against all liens and claims of lien for labor and material, or either of them, filed against the property or any part thereof, and from and against all expenses and liability in connection therewith, including but not limited to, court costs and attorneys' fees resulting or arising therefrom. 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.

"NOTICE TO OWNER"

(Section 7019-Contractors License Law)

Under the Mechanics' Lien Law, any Contractor, subcontractor, laborer, material persons or other persons who help to improve your property and is not paid for his labor, services or material, has the right to enforce his claim against your property.

23. EQUAL OPPORTUNITY:

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

- 1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, ancestry or national origin or age. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religious creed, sex ancestry, or national origin. Such action shall include, but not limited to, the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non discrimination clause.
- 2) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religious creed, sex, ancestry, or national origin or age.
- 3) The Contractor shall send to each labor union or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 4) The Contractor shall comply with all provisions of Executive Order 1124611246 – Equal Employment Opportunity as of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The Contractor shall furnish all information and reports required by Executive Order 11246 as of September 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Community Development or its designee, and the Secretary of Labor or its designee, for the purpose of investigation to ascertain compliance with such rules, regulations and orders.
- 6) In the event of the Contractor's non compliance with the non-discrimination clauses of this Contract or with any provision of the federal rules, regulation, or order relating to non discrimination, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or federally assisted construction contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11264 of September 24, 1965, or by rules, regulations, orders of the Secretary of Labor or as otherwise modified by Law.
- 7) The Contractor shall include the portion of the sentence immediately preceding Section 23 1) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11236 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall take action with respect to any subcontractor or vendor or purchase order as the property owner of the Secretary of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vender as a result of such direction the property owner or the Secretary of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interest of the Secretary of Housing and Urban Development.
- 8) The Contractor shall agree that in the event that s/he may be found to have unequal employment practices or found to be in material breach of this Contract s/he will be placed on a sanction list for not less than one year and will not be contracted for any Housing and Community Development Act jobs.

24. DRUG FREE WORK PLACE

Contractors shall comply with the Drug-Free Workplace Act of 1988.

25. DEBARMENT & SUSPENSION

Contractor shall be eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

In addition Contractor must comply with 24 CFR Part 2424 and shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the vendor, contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

26. FEDERAL LABOR STANDARDS PROVISIONS:

Except with respect in the rehabilitation of residential property designed for residential use for less than eight families, the Contractor engaged under Contracts in excess of \$2,000 for the construction, prosecution, completion or repair of building or work finance in whole or in part with assistance provided under this Contract, shall comply with HUD requirements pertaining to such Contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3, 5, and 5a, governing the payment of wages and the ratio of apprentices and trainers to journeymen: provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of his obligations, if any, to payment of the high rates. The Contractor shall cause or require to be inserted in full, in all such Contracts or subcontracts subject to such regulations, provisions meeting the requirements of CFR 5.5 and, for such contracts in excess of \$10,000, 29 CFR 5a.3. No award of the of the contracts covered under this section of the Contract shall be made to any contractor who is at the time ineligible under the provision of any applicable regulations of the Department of Labor to receive an award of such contract.

Per CDBG Guidelines this work is deemed rehabilitation of residential property.

27. ACCESS TO RECORDS AND PROPERTY:

Upon reasonable demand, Subrecipient's authorized representative shall be permitted to inspect all Work, materials, payrolls, personnel records, materials invoices and other relevant data pertaining to the Work under this Contract and, pending completion of the Work, shall have the right of entry and full access to Owner's property.

Owner(s) and contractor acknowledge that they have read, understand and agree to all provisions of this contract, including all attachments incorporated herein.

X

OWNER(S)SIGNATURE: _____

X

DATE: _____

X

CONTRACTORS COMPANY NAME: _____

X

CONTRACTOR SIGNATURE: _____

X

DATE: _____

Title: _____

LEAD BASED PAINT

Property Address: _____

Section 401 (b) of the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4831 (b) prohibits use of lead base paint in rehabilitated structures using Federal funds in any form. (24 CFR Part 35, Subpart B).

"Lead-based paint", as defined in Section 501(s) of the Act as amended by Publication L 94-317 (42 U.S.C. 4801 et seq), the National Consumer Information and Health Promotion Act of 1976 means:

1. Any paint containing more than five-tenths of one percent lead by weight (calculated as lead metal) in the total non-volatile content of the paint or the equivalent measure of lead in the dried film of paint already applied or both; or
2. With respect to paint which is manufactured after June 22, 1977, lead-base means that any paint containing more than six one-hundredths of one per centum lead by weight (calculated as lead metal) in the total non-volatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.

I HEREBY CERTIFY THAT I WILL NOT USE LEAD-BASED PAINT ON THE STRUCTURE LISTED ON THIS CONTRACT, AND I FURTHER ACKNOWLEDGE THAT I AM AWARE OF THE HAZARDS OF LEAD-BASED PAINT THAT MAY EXIST FROM PREVIOUSLY PAINTED SURFACES OF THE STRUCTURE. I will comply with Title 17, CCR, Division 1, Chapter 8 Accreditation, Certification, and Work Practices for Lead-Based Paint and Lead Hazards and Title 8, CCR, Section 1532.1: Cal/OSHA Construction Safety Orders. The contractor of record will dispose of all materials in a legal manner.

CONTRACTOR LEAD-BASED PAINT CERTIFICATION

X

SIGNATURE OF OWNER: _____

X

DATE: _____

X

SIGNATURE OF CONTRACTOR: _____

DATE: _____

____ This contract is for less than \$200,000 and therefore Section 3 regulations do not apply.

SECTION 3

This agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u) as amended. Section 3 requires that every applicant, recipient, contracting party, Contractor, and Subcontractor shall incorporate, or cause to be incorporated, in all Contracts for work in connection with a Section 3 Project, the following clause (referred to as a Section 3 clause):

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidence by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

SECTION 3 ASSURANCES

In accordance with the Housing and Urban Development Act of 1968, as amended, and the regulations pursuant to that Act.

(Contractor Name)

Agrees to comply with Section 3 of that Act by assuring that to the greatest extent feasible:

1. Training and employment opportunities will be given to Section 3 Workers and Targeted Section 3 Workers, and
2. Contracts in connection with the project will be awarded to Section 3 Businesses.

_____ (Contractor) will initiate the following actions to ensure utilization of Section 3 Workers and Targeted Section 3 Workers and to incorporate Section 3 Businesses as subcontractors and suppliers.

1. The Contractor will submit prior to the award of a contract, a signed assurance that it will comply with Section 3 regulations and requirements.
2. The Contractor will include the Section 3 clause in every subcontract for work in connection with HUD-assisted projects (attached).
3. The Contractor will not attempt to circumvent Section 3 provisions.
4. The Contractor will provide the Section 3 reports required under this contract.

_____ (Contractor) fully realizes failure or refusal to comply and give satisfactory assurances of future compliance with the requirements of Section 3 shall be proper basis for any and all of the following actions: cancellation, termination or suspension in whole or in part of the contract; a determination of ineligibility or debarment from any further contracts under any Federal program with respect to which the failure or future occurred until satisfactory assurances of future compliance have been received.

Authorized Signature _____ Date: _____

SECTION 3 WORKER AND TARGETED WORKER CERTIFICATION FORM

A Section 3 Worker seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 Worker, as defined in Section 75.5.

I meet the following qualifications as a **Section 3 Worker**:

- ☐ I am employed by a Section 3 Business; or
- ☐ I am a YouthBuild participant; or
- ☐ My total annualized income does not exceed the income guidelines by family size as published below.

I meet the following qualifications as a **Section 3 Targeted Worker**:

- ☐ I have met at least one of the requirements above; AND
- ☐ I am a resident of a Section 3 project as defined as _____.

To determine eligibility based on annualized income:

- 1) Determine the number of person(s) in your family and circle that number in the appropriate box below.
- 2) Look at the amount of money listed in the block that is circled. Is the total family income above or below that amount of money?
- 3) Place a check after either "Above" or "Below" to match the appropriate answer in Question 2.

HOUSEHOLD INCOME GUIDELINES- Siskiyou County, effective June 15, 2022

1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
\$46,200	\$52,800	\$59,400	\$65,950	\$71,250	\$76,550	\$81,800	\$87,100
Above ()	Above ()	Above ()	Above ()	Above ()	Above ()	Above ()	Above ()
Below ()	Below ()	Below ()	Below ()	Below ()	Below ()	Below ()	Below ()

Name: _____ Telephone: _____

Address: _____ (will be verified)

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Signature

Date

Print Name

SECTION 3 CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING

This form shall be submitted for those contractors and subcontractors Seeking Section 3 Business certification.

Name of Business _____

Address of Business _____

Type of Business: ☐ Corporation ☐ Partnership
☐ Sole Proprietorship ☐ Joint Venture

Federal ID Number: _____ UEI#: _____

Attach one or more of the following as evidence of status:

For Business claiming status as being at least 51% owned and controlled by low- and very low-income persons:

- | | |
|--|---|
| ☐ Copy of Articles of Incorporation | ☐ Certificate of Good Standing |
| ☐ Assumed Business Name Certificate | ☐ Partnership Agreement |
| ☐ List of owners/stockholders and % ownership of each | ☐ Corporation Annual Report |
| ☐ Organization chart with names and titles and brief function statement | ☐ Additional documentation |

For Business claiming status as being at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing:

- ☐ Copy of resident lease

For business claiming Section 3 status, claiming at least 75 percent of the labor hours performed for the business over the prior three-month period was performed by Section 3 Workers:

- | | |
|--|--|
| ☐ List of all current full-time employees | ☐ List of employees claiming Section 3 status |
| ☐ Timesheets/payroll documentation for employee hours for last 3 months | |

I declare and affirm under penalty of law that the statements made herein are true and accurate to the best of my knowledge. I understand that falsifying information and incomplete statements will disqualify certification status.

Business Owner

Signature

Date

Attested By:

Signature

Date

NOTICE TO PROCEED

DATE: DATE THAT DEED RECORDED _____

TO: CONTRACTOR NAME _____

Pursuant to the provisions of the "Contract", dated DATE, you are hereby given this "Notice to Proceed" for the Work on the following described property:

OWNER(S): _____

ADDRESS: _____

CONTRACT PRICE: \$ BID AMOUNT _____

You are hereby reminded that said Work is to be started within 14 days of the date of this notice. Contractor shall complete Work in a substantial and workmanlike manner except for any delays caused by strikes, act of God, or other circumstances over which the contractor has no control as listed in Section 6 Excusable Delays.

Please acknowledge receipt of this notice by signing one copy and returning it to this office.

Respectfully,

X

OWNER(S) SIGNATURE: _____

X

CONTRACTOR'S SIGNATURE/TITLE:



City Council Staff Report

AGENDA ITEM: VIII 2

To: City Council

City of Montague
230 S. 13th Street
PO Box 428
Montague, CA 96064

Meeting Date: October 3, 2024

Time: 6:30 PM

Place: City Council Chambers

Action Taken: _____

From: City Clerk in leu of
City Administrator

Subject: Consideration of approval the Siskiyou Transportation Agency Joint Powers Agreement:

Discussion: To create a public agency to direct and coordinate actions relating to transportation in Siskiyou County and all signing cities.

Attachment: Siskiyou Transportation Agency Joint Powers Agreement

SISKIYOU TRANSPORTATION AGENCY

Joint Powers Agreement

This Agreement is made and entered into this _____ day of September, 2024, by and among the COUNTY OF SISKIYOU, and the CITY OF YREKA, CITY OF DORRIS, CITY OF DUNSMUIR, CITY OF ETNA, TOWN OF FORT JONES, CITY OF MONTAGUE, CITY OF MT. SHASTA, CITY OF TULELAKE, CITY OF WEED, and the SISKIYOU COUNTY LOCAL TRANSPORTATION COMMISSION, herein referred to as "MEMBERS" or "MEMBER".

RECITALS

WHEREAS, pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the California Government Code Section 6500 et seq., two or more public agencies may, by agreement, form a Joint Powers Agency to exercise those powers and functions that are common to the contracting parties; and

WHEREAS, under California law, each MEMBER is responsible for providing transportation in compliance with the Transportation Development Act; and

WHEREAS, it is the desire of the MEMBERS to create a public agency that will perform the functions set forth in the Transportation Development Act,

NOW, THEREFORE, the MEMBERS agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1. "Agreement" shall mean this Joint Exercise of Powers Agreement, as the name now exists or as it may from time to time be amended by any supplemental agreement entered into pursuant to the provisions hereof.
- 1.2. "Agency" shall mean the Siskiyou Transportation Agency, a Joint Powers Agency hereby established and created by the Agreement.
- 1.3. "Board of Directors" or "Board" shall mean the governing body of the Agency.
- 1.4. "Fiscal Year" shall mean that period of twelve months commencing on July first of any year.
- 1.5. "Government Code" shall mean the California Government Code.
- 1.6. "Joint Powers Law" or "Act" shall mean Article I, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

- 1.7. "MEMBER" or "MEMBERS" shall mean any entity which has executed this Agreement and become a member of the Agency.

ARTICLE 2

CREATION AND PURPOSE OF THE AGENCY

- 2.1. Creation of Public Agency. Pursuant to this act, there is hereby created a public agency to be known as the "Siskiyou Transportation Agency" hereinafter referred to as the "Agency." The Agency is formed by this Agreement pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the Government Code; two or more public agencies may, by agreement, form a Joint Powers Agency to exercise those powers and functions that are common to the contracting parties. It is the intent of the MEMBERS that the Agency shall be a public agency separate and apart from any MEMBER.
- 2.2. Purpose. The purpose of the Agreement is to create a public agency to exercise the common power of directing and coordinating actions relating to transportation in Siskiyou County and the City of Yreka, City of Dorris, City of Dunsmuir, City of Etna, Town of Fort Jones, City of Montague, City of Mt Shasta, City of Tulelake, City of Weed, and the County of Siskiyou and the Siskiyou County Local Transportation Commission.

ARTICLE 3

LIMITATION AND LIABILITY

- 3.1. To the extent permitted under State law, and specifically pursuant to the provisions of Government Code Section 6508.1, the debts, liabilities, and obligations of the Agency shall be its own and shall not constitute debts, liabilities, and obligations of any of the MEMBERS.

ARTICLE 4

POWERS OF THE AGENCY

- 4.1. The Agency shall have all of the powers common to the MEMBERS and all additional powers set forth in the joint powers of law of the State of California and is hereby expressly authorized to perform all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:
- a) To supervise and oversee the performance of transportation service operations;
 - b) To make and enter into contracts and expend revenues, leases and other agreements, including contracts with federal, state, and other governmental agencies;

- c) To act on behalf of the MEMBERS to specify the level of service to be provided, the operating plan to implement the service, how the service is to be coordinated with the public transportation within the respective areas, and to act as claimant as defined in the Transportation Development Act;
- d) To acquire, accept, and utilize sufficient revenues to retire debt and to fulfill the financial obligations of the Agency from any source including Transportation Development Act funds, State Transit Assistance Funds, Federal Transportation Act funds, and state or federal grants;
- e) To incur debts, liabilities, and obligations, which do not constitute a debt, liability, or obligation of the MEMBERS;
- f) To employ agents, employees, consultants, advisors, independent contractors, and other staff;
- g) To acquire, hold, or dispose of property by eminent domain, lease, lease purchase, or sale;
- h) To acquire, construct, manage, maintain, and operate any buildings, works, or improvements;
- i) To sue and be sued in its own name, except that the Agency shall not sue its own Board of Directors;
- j) To invest, in accordance with the provisions of Section 6509.5 of the Government Code, money in the treasury of the Agency that is not required for immediate necessities of the Agency;
- k) To raise transportation fare revenues or adjust fares for transit services;
- l) To pay expenses reasonably and necessarily incurred in the conduct of business, including travel expenses to attend meetings and conferences relating to the business of the Board to the extent budgeted; and
- m) All other services which are necessary for the Agency to provide public transportation services.

ARTICLE 5

MEMBERS, OFFICERS, AND TERMS OF THE BOARD OF DIRECTORS

- 5.1. Members and Alternate Members. The Agency shall be administered by a Board of Directors, initially consisting of the Commission members and alternates of the Siskiyou County Local Transportation Commission. The Agency Board of Directors and alternates shall be the same individuals as each MEMBER entity appoints to serve on the Siskiyou County Local Transportation Commission and alternates thereof. The Board shall be named the "Siskiyou Transportation Agency Board of Directors."

- 5.2. Alternate Members. Alternates shall be the same individuals as each entity appoints to serve on the Siskiyou County Local Transportation Commission. Any alternate must have the same qualification as the individual originally appointed.
- 5.3. Officers. At the second regular meeting of each calendar year, the Board of Directors shall elect from its membership a Chair and Vice Chair of the Board, to serve for one-year terms. In the absence of the Chair, the Vice Chair shall preside over and conduct all meetings of the Board.
- 5.4. Terms of Office. Each member of the Board of Directors shall serve the same term as their respective term on the Siskiyou County Local Transportation Commission; provided, however, Board members of the respective governmental MEMBERS, shall cease to serve upon termination of that public office, unless so otherwise re-Appointed by that governmental MEMBER. Vacancies shall be filled pursuant to the applicable procedures set forth in the Agency Bylaws.

ARTICLE 6

POWERS OF THE BOARD OF DIRECTORS

- 6.1. The Board of Directors shall have the following powers and functions:
 - a) The Board shall exercise all powers and conduct all business of the Agency, whether directly or by delegation to the Executive Director or other committees as may be established by the Board and subject to such restrictions and limitations as are set forth herein.
 - b) The Board shall have the authority to appoint or employ necessary staff in accordance with Article 9.
 - c) The Board shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of the Agency. The budget, at a minimum, shall include staff administration costs, capital costs, apportionments, and operating costs for transportation services. Adoption of the budget may not be delegated.
 - d) The Board shall approve the execution of each contract or agreement to be entered into by the name of the Agency.
 - e) The Board shall negotiate, prepare, and contract for transportation services and the claims for funds to be submitted to the Siskiyou County Local Transportation Commission in accordance with the Transportation Development Act and its regulations.
 - f) Within 120 days after the close of the fiscal year, the Agency will prepare and submit to the MEMBERS an annual report on its operation of the transportation services for the fiscal year.

- g) The Board shall receive and act upon periodic reports and audits of the funds of the Agency, as required by Articles 10 and 11 of this Agreement.
- h) The Board shall have such other powers and duties reasonably necessary to carry out the purposes of the Agency.

ARTICLE 7

MEETINGS OF THE BOARD OF DIRECTORS

- 7.1. Initial Meeting. No later than Sixty (60) days following the effective date of this Agreement and the establishment of the Agency, the initial meeting of the Board of Directors shall be called and convened. For the purpose of calling such a meeting, the Executive Director shall prepare the initial agenda for the Board of Directors and shall call and post such notices as are required by the Brown Act. Any MEMBER requesting an item on the agenda for the initial meeting shall provide the request no later than Twenty (20) days following the effective date of this Agreement.
- 7.2. Meetings. At a minimum the Board shall meet annually.
- 7.3. Brown Act. All meetings of the Board shall be called, noticed, held, and conducted in accordance with the provisions of Government Code Section 54950, et seq.
- 7.4. Minutes and Records. The Executive Director of the Agency shall provide for the keeping of minutes of regular and special meetings of the Board and shall provide a copy of the minutes to each member of the Board at the next scheduled meeting.
- 7.5. Quorum. A majority of the members of the Board shall constitute a quorum to conduct a meeting. A vote of a majority of the members of the Board is necessary to take action.

ARTICLE 8

COMMITTEES

- 8.1. The Board of Directors may establish committees, as it deems appropriate, to conduct the business of the Agency. Members of the committees shall be appointed by the Board, to serve one-year terms, subject to reappointment by the Board. Each committee shall be composed of at least three members and shall have those duties as determined by the Board or as otherwise set forth in the Bylaws. The members of each committee shall annually select one of their members to chair the committee. Each committee shall annually prepare and submit a report to the Board of Directors as to the activities and programs provided by or overseen by the committee.
- 8.2. All committee meetings shall be called, noticed, held, and conducted in accordance with the provision of Government Code Section 54950, et seq., the Brown Act.

ARTICLE 9

STAFF

- 9.1. Executive Director. The Siskiyou County Local Transportation Commission Executive Director shall be the Executive Director of the Agency.
- 9.2. Legal Counsel. The Siskiyou County Counsel's Office shall provide legal services to the Agency.
- 9.3. Treasurer. The Treasurer of the County of Siskiyou shall be the treasurer of the Agency.
- 9.4. Auditor. The Auditor of the County of Siskiyou shall be the auditor of the Agency.
- 9.5. Administrative and Staffing Support. The County of Siskiyou shall provide administrative and staffing support to the Agency. Employees will be eligible for all benefits, optional or required by law, as employees of the County of Siskiyou.
- 9.6. Clerk. The Clerk of the County of Siskiyou shall be the designated officer for the acceptance service of process in civil proceedings and filing of Agreement termination notices.

ARTICLE 10

ACCOUNTS AND RECORDS

- 10.1. Annual Budget. The Agency shall annually adopt by resolution an operating budget pursuant to Article 6 of this Agreement.
- 10.2. Funds and Accounts. The Auditor shall establish and maintain such funds and accounts in compliance with Government Code 29534. Accounting records of the Agency shall be available for inspection by each MEMBER at all reasonable times. Support staff shall prepare fund and account balances in conjunction with the Auditor's accounting records for the Agency. The Agency shall adhere to the standard of strict accountability for funds as set forth in Government Code Section 6505.
- 10.3. Annual Audit. Pursuant to Government Code Section 6505, the Agency shall either make or contract with a certified public accountant to perform an annual fiscal audit of all accounts and records of the Agency, conforming in all respects with the requirements of that section. The annual audit may be performed in conjunction with the annual audit requirements of the Siskiyou County Local Transportation Commission. A report of the audit shall be filed as a public record with the Auditor within twelve months of the end of the fiscal year under examination pursuant to Government Code 6505. The costs of the audit shall be considered an administrative cost of the Agency.

ARTICLE 11

RESPONSIBILITIES FOR FUNDS AND PROPERTY

- 11.1. Auditor. The Auditor shall be responsible for disbursement of the Agency's funds in compliance with Government Code Section 6505.5. The Auditor shall draw warrants to pay demands against the Agency, making such payments from Agency funds, as approved by the Board of Directors or their designated representative.
- 11.2. Treasurer's Duties. Pursuant to Government Code 6505.5, the Treasurer shall receive and Acknowledge receipt for all funds of the Agency and place them in the Treasury to the credit of the Agency.
- 11.3. Reports to the Agency. Pursuant to Government Code 6505.5 (e), at the request of the Board, the Auditor and Treasurer shall verify and report in writing to the agency and to the contracting MEMBERS to the Agreement, the amount of money that is held for the Agency, the amount of receipts since the last report, and the amount paid out since the last report.
- 11.4. Property. Pursuant to Government Code Section 6505.1, the Executive Director, and such other persons as the Board of Directors may designate, shall have charge of, handle, and have access to the property of the Agency. Property and Rolling Stock as identified in Attachment A, attached hereto as part of the Agreement, shall be transferred to the Agency within 90 days of execution of the Agreement. It is recognized by each MEMBER that said rolling stock was purchased by County from various transit grants with the intended use being for transit services.
- 11.5. Outstanding Revenues or Expenditures. The Agency shall be responsible for all expenditures and receive all revenues generated prior to the formation of the Agency. The Agency shall receive all future dividends authorized by the CalTIP Board of Directors.
- 11.6. Bonds. Pursuant to Government Code 6505.1, the Agency shall secure and pay for a fidelity bond or bonds in an amount or amounts and in the form specified by the Board covering all officers and staff of the Agency and all officers and staff that are authorized to have charge of, handle, and have access to property of the Agency.

ARTICLE 12

WITHDRAWAL, DISSOLUTION, OR TERMINATION

AND DISTRIBUTION OF ASSETS

- 12.1. Withdrawal from the Agency. It is anticipated that each MEMBER hereto shall participate in the Agency until purposes set forth in this Agreement are accomplished. The withdrawal of either MEMBER, either voluntary or involuntary, shall cause the Agreement to be terminated according to the following conditions:

- a) In the case of voluntary withdrawal following a properly noticed public hearing, written notice shall be given to the Agency, one hundred twenty (120) days prior to the effective date of withdrawal; and
 - b) Termination of the Agency shall not relieve the Agency of its debts or other liabilities prior to the effective date of the MEMBER'S notice of withdrawal. All debts, liabilities, and obligations incurred by the Agency shall be honored prior to apportionment and or distribution of remaining funds, including but not limited to contracts for transit services.
- 12.2. Dissolution of Agency. Upon dissolution of the Agency, there shall be a partial or complete distribution of assets and liabilities as follows:
- a) Upon termination of the Agency, all funds including the proceeds of the sale of property, in the possession of the Agency after payment of all costs, expenses, and charges validly incurred under this Agreement, shall be returned to the MEMBERS in proportion to their contribution as shall be determined by the Board.
- 12.3. Distribution of Assets. The assets listed in Attachment A shall be returned to each MEMBER. Additional assets acquired by the Agency shall be distributed to the MEMBERS in proportion to their contribution as shall be determined by the Board in compliance with the Transportation Development Act. The distribution of assets may be made in kind or assets may be sold and the proceeds thereof distributed to the MEMBERS at the time of dissolution after the discharge of all enforceable liabilities.
- 12.4. Surplus Revenues. Upon termination of the Agency, all funds including the proceeds of the sale of property, in the possession of the Agency after payment of all costs, expenses, and charges validly incurred under this Agreement, shall be returned to the MEMBERS in proportion to their contribution as shall be determined by the Board.

ARTICLE 13

INSURANCE AND LIABILITY OF THE BOARD OF DIRECTORS, OFFICERS, AND EMPLOYEES

- 13.1. Insurance. The Board of Directors shall maintain liability insurance or equivalent, including but not limited to owned and non-owned auto liability coverage, with limits of not less than five million dollars (\$5,000,000), that applies to bodily injury, property damage, personal injury, and public officials' error and omissions.
- 13.2. Indemnification. The following indemnification requirements apply to this Agreement:
- a) The MEMBERS shall indemnify and hold each other harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of the Members, their employees, or agents, including all claims relating to the injury or death of any person or

damage to any property arising out of the performance of this Agreement. It is understood that the duty of either Members to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether any applicable insurance policies shall have been determined to apply. By execution of this Agreement, the Members acknowledge and agree to the provisions of this Section and that it is a material element of consideration of this Agreement.

- b) The Siskiyou Transportation Agency shall indemnify and hold County harmless against any and all liability imposed or claimed, including all claims relating to the injury or death of any person or damage to any property, and attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of County's assistants, employees or agents, contractors, engaged in the operation of the Siskiyou Transportation Agency pursuant to this Agreement. It is understood that the duty of the Siskiyou Transportation Agency to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether any applicable insurance policies shall have been determined to apply. By execution of this Agreement, the Siskiyou Transportation Agency and the County acknowledge and agree to the provisions of this Section and that it is a material element of consideration of this Agreement.

ARTICLE 14

BYLAWS

- 14.1. Bylaws. The Board of Directors is hereby authorized to adopt, and from time to time amend, such bylaws as they deem appropriate to govern the transaction of the business of the Agency and the conduct of the officers and employees of the Agency.

ARTICLE 15

AMENDMENTS

- 15.1. Amendments. This Agreement may only be amended by the adoption of a Resolution by each MEMBER. Within thirty (30) days of the effective date of said amendment, the amendment shall be filed with the office of the Secretary of State. The notice shall contain the following:
 - a) The name of each MEMBER to the Agreement;
 - b) The date upon which the amendment to the Agreement is effective; and
 - c) A description of the amendment made to the agreement.

ARTICLE 16
MISCELLANEOUS

- 16.1. Section Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.
- 16.2. Consent or Approval. Wherever any consent or approval is required within this Agreement, the same shall not be unreasonably withheld.
- 16.3. This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed.
- 16.4. If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void, or voidable, for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
- 16.5. The MEMBERS shall not assign any rights or obligations under this Agreement without the written consent of all other MEMBERS.

ARTICLE 17
TERM

- 17.1. This Agreement shall become effective upon adoption of the MEMBERS and shall remain in full force and effect until it is terminated by the unanimous consent of the MEMBERS hereto and upon the proper discharge of all legal obligations incurred or undertaken by the Agency.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

MEMBER: City of Yreka

Date: _____

Corey R. Middleton, Mayor, City of Yreka

MEMBER: City of Dorris

Date: _____

Abner Weed, Mayor, City of Dorris

MEMBER: City of Dunsmuir

Date: _____

Michael Clarno, Mayor, City of Dunsmuir

MEMBER: City of Etna

Date: _____

Cliff Munson, Mayor, City of Etna

MEMBER: Town of Fort Jones

Date: _____

Mercedes Garcia, Mayor, Town of Fort Jones

MEMBER: City of Montague

Date: _____

Takeshi Murakami, Mayor, City of Montague

MEMBER: City of Mt Shasta

Date: _____

John Stackfleth, Mayor, City of Mt Shasta

MEMBER: City of Tulelake

Date: _____

Tom Cordonier, Mayor, City of Tulelake

MEMBER: City of Weed

Date: _____

Darrell Parham, Mayor, City of Weed

MEMBER: Siskiyou County Local Transportation Commission

Date: _____

Bruce Deutsch, Chair

MEMBER: County of Siskiyou

Date: _____

Michael N. Kobseff, Chair
Board of Supervisors
County of Siskiyou
State of California

ATTEST:

Laura Bynum
Clerk, Board of Supervisors

By: _____

Deputy

Attachment A
Siskiyou Transportation Agency Property and Rolling Stock

ROA Tag #	Purchase Date	Item Description	Type
13135	5/18/2021	Bus Shield Protection Kit	Equipment
14332	4/9/2007	HD-40x Four Post Lift Extra Long	Equipment
14650	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14651	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14652	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14653	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14654	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14655	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14656	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14657	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14658	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14659	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14660	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14661	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14662	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14663	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14664	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14665	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14666	6/30/2010	Data System for Electronic Fare Boxes	Equipment
14667	6/30/2010	Portable Data Unit for Electronic Fare Boxes	Equipment
14668	6/30/2010	Odyssey Test Simulator - Maintenance	Equipment
14695	9/28/2010	Print Encode Machine (for farebox system)	Equipment
14920	6/18/2013	Benecor FT2000 Tote Enclosure & Accessories	Equipment
15021	12/28/2017	Print Encode Machine (for farebox system)	Equipment
15133	5/18/2021	Bus Shield Protection Kit	Equipment
15134	5/18/2021	Bus Shield Protection Kit	Equipment
15136	5/18/2021	Bus Shield Protection Kit	Equipment
15137	5/18/2021	Bus Shield Protection Kit	Equipment
15236	6/30/2023	Graco LLV3900 HP Auto 17U805 2 Gun with Lazerguide	Equipment

Attachment A
Siskiyou Transportation Agency Property and Rolling Stock

ROA Tag #	Purchase Date	Item Description	Type
15237	6/30/2023	Graco Linedriver Ride On System	Equipment
Facility	12/1/2015	**STAGE Transit Admin Building	Facility
14981	12/31/2015	Workstations	Furnishings
414981	12/20/2016	Workstation - 6th Station Upgrade	Furnishings
922077	10/3/2013	Gillig '35 Bus (#31)	Rolling Stock
922078	10/3/2013	Gillig '35 Bus (#32)	Rolling Stock
922079	10/3/2013	Gillig '35 Bus (#33)	Rolling Stock
922080	10/3/2013	Gillig '35 Bus (#34)	Rolling Stock
922081	10/3/2013	Gillig '35 Bus (#35)	Rolling Stock
922790	6/30/2018	2018 Starcraft Allstar Bus (#37)	Rolling Stock
922791	6/30/2018	2018 Starcraft Allstar Bus (#36)	Rolling Stock
922792	6/30/2018	2018 Starcraft Allstar Bus (#38)	Rolling Stock
9921989	5/23/2018	Engine Replacement Bus # 3030	Rolling Stock
94401	5/1/1988	88 Chevy Cab & Chassis	Rolling Stock
98105	1/10/1994	1994 Ford F250 (Yellow)	Rolling Stock
98972	4/26/1995	1995 Jeep Cherokee (Tan)	Rolling Stock
920597	1/4/2007	2007 Ford Explorer (4x4 Gold)	Rolling Stock
922896	12/3/2018	2017 Glaval Ford Transit	Rolling Stock
923252	1/26/2021	2021 Glaval Bus	Rolling Stock
15022	12/27/2017	13' Sierra Low Dome Transit Shelter	Shelters
15023	12/27/2017	13' Sierra Low Dome Transit Shelter	Shelters
15024	12/27/2017	13' Sierra Low Dome Transit Shelter	Shelters
15025	10/13/2017	13' Sierra Low Dome Transit Shelter	Shelters
15026	10/13/2017	13' Sierra Low Dome Transit Shelter	Shelters
15027	11/3/2015	13' Sierra Low Dome Transit Shelter	Shelters
15028	11/3/2015	13' Sierra Low Dome Transit Shelter	Shelters
15029	11/3/2015	13' Sierra Low Dome Transit Shelter	Shelters
15038	1/24/2019	Transit Shelter 13' Sierra Low Dome & Installation	Shelters
15039	1/24/2019	Transit Shelter 13' Sierra Low Dome	Shelters

Attachment A
Siskiyou Transportation Agency Property and Rolling Stock

ROA Tag #	Purchase Date	Item Description	Type
15040	1/24/2019	Transit Shelter 13' Sierra Low Dome	Shelters
15054	12/3/2019	Tolar 13' Sierra Low Dome Transit Shelter (Raley's)	Shelters
15055	12/3/2019	Tolar 13' Sierra Low Dome Transit Shelter (Fairchild)	Shelters
15150	9/13/2022	13' Sierra Low Dome Transit Shelter	Shelters
922178	3/30/2015	*Ford F150 Pickup (#3006) (50% Ownership)	Rolling Stock
922168	3/30/2015	*Blazer 6x10 Cargo Utility Trailer (50% Ownership)	Rolling Stock
15291	11/7/2023	Gasboy DEF Dispenser	Equipment

*Airports (Fund 5230) own 50% of these assets. General Services and STA agree to negotiate on a transfer of these assets upon STAGE procuring necessary replacements.

** Transit Center ownership split is: STAGE 87% (Fund 5660), Siskiyou County Local Transportation Commission (less than 1%) (Fund 2505), Solid Waste 8.3% (Fund 5350), and Flood Control 3.8% (Fund 2501).



City Council Staff Report

AGENDA ITEM: VIII **3**

To: City Council

Meeting Date: October 3, 2024

City of Montague
230 S. 13th Street
PO Box 428
Montague, CA 96064

Time: 6:30 PM
Place: City Council Chambers

Action Taken: _____

From: City Clerk

Subject: Consideration of approval for City of Montague Animal Control and Code Enforcement and Montague California City Hall Facebook pages:

Discussion: I am asking permission to post on City made Facebook pages. Council had stated that these pages were not approved and were suspended until approval was given.

Attachment: none



City Council Staff Report

AGENDA ITEM IX 1

Meeting Date: October 3, 2024

Subject: Review and Approval of Revised Job Descriptions of Event Coordinator and Social Media Manager

From: Dave Dunn, City Administrator

Introduction

The City Council requested that staff bring back a revision to the following job descriptions:

Event Coordinator

Social Media Manager

Discussion/Analysis

These descriptions were reviewed by a Council ad hoc committee and the City Attorney. The positions are being created and described independently to allow for the positions to be filled by separate persons or allow for a vacancy.

The Social Media Manager position calls for the manager to facilitate City-sponsored events – those designated by the City Council— on City-approved social media platforms.

The Event Coordinator position has four main responsibilities: Marketing, safety, management, and planning of City-sponsored events. “City-sponsored events” shall only be events approved by Council which are directed by the City Council to be conducted by a City employee or officer.

For both positions, events planned and conducted by outside organizations / individuals on City property shall not be considered City-sponsored events or City events. The Social Media Manager shall not use City social media platforms or equipment to promote such

events, and the Event Coordinator shall not have any role in promoting, or participating in such events.

Environmental Review

None required.

Public Noticing

None required.

Recommendation

That the City Council move to adopt the following motion:

“Approve the job descriptions for Event Coordinator and for Social Media Manager, as presented.”

Attachments:

Event Coordinator Job Description

Social Media Manage Job Description

Action Taken: _____

Social Media Manager Job Description

The Social Media Manager will represent the City of Montague in coordinating City sponsored messaging on social media platforms. This includes City-sponsored events, and City messaging. The Social Media Manager must be self-motivated. The Social Media Manager has the primary responsibility of managing and maintaining messages on social media platforms designed by the City Council as media for City messaging. No personal social media pages shall be used. Unless directed by the City Council City social media pages shall not be used for events occurring at City facilities which are not City-sponsored events.

In the absence of direction from the City Council, the Social Media Manager shall take direction from the City Administrator.

The duties of the Social Media Manager include:

- Promote City events on City-authorized social media and other channels. Social Media Manager shall work with the Event Coordinator to design, organize and implement promotion campaigns. Event Coordinator shall work with the Social Media Manager to implement such promotion.
- Work well with City Staff.
- Abide by all other City personnel rules and policies.

Social Media Manager shall work with the Event Coordinator to ensure a strong and positive social media presence exists to promote City-sponsored events. If no Social Media Manager currently exists, Event Coordinator shall be responsible for posting promotional materials on City-authorized social media platforms for City-sponsored events.

“City-sponsored events” shall only be events approved by Council which are directed by the City Council to be conducted by a City employee or officer.

The following are the current City-sponsored events:

- Easter Egg Hunt,
- Pool Dinner,
- All Pool Promotions,
- Family Vendor Fair,
- Trunk or Treat, and
- Christmas Bazaar.

For events not sponsored by the City that occur at City facilities by license or permit, the Social Media Manager activity shall not post event information on City social media

pages or website. Events planned and conducted by outside organizations / individuals on City property shall not be considered City-sponsored events or City events. Such approval to use City facilities shall only be a license to use City facilities.

The following events are currently non-City-sponsored events taking place at City facilities:

- Fire Department Dinner,
- Gravel Hugger,
- Cars and Coffee,
- Freedom Festival,
- Jefferson Stampede,
- Montague Jr. Rodeo,
- Hot Rods in the Hub, and
- Montague Balloon Fair.

Social Media Manager is responsible for maintaining the City's social media pages, and shall advise the City Administrator in writing of each social media platform used and User ID and passwords utilized at all times for each page.

This position shall be paid by a monthly stipend, set by resolution of the City Council. The Social Media Manager shall report to City Administrator on a monthly basis about the activities performed during the month. This list shall be shared with the City Council at monthly meetings.

Date of draft revision September 5, 2024

Event Coordinator Job Description

An Event Coordinator will represent the City of Montague in coordinating City-sponsored events. The Parks and Recreation Commission shall identify City-sponsored events, which shall be ratified by the City Council. The Event Coordinator must be self-motivated and be present at City-sponsored events.

The Event Coordinator has four main responsibilities: Marketing, safety, management, and planning of City-sponsored events.

The Event Coordinator shall be solely responsible for conducting the following, with oversight by the Parks and Recreation Commission and the City Council:

- Promote City events on City-authorized social media and other channels. Event Coordinator is responsible for designing, organizing and implementing promotion campaigns. Event Coordinator shall work with the Social Media Manager to implement such promotion.
- Recruit, train, and schedule volunteers for City events. Organize training to ensure all volunteers are aware of safety issues particular to each event. Must have strong, effective and positive communication and interpersonal skills to manage volunteers for City events. Must be good organizer with the ability to prepare timetables that make the best use of the facilities and volunteers. Recruit volunteers and plan work schedules so that all events have adequate coverage at all times.
- Determine what supplies are necessary for City-sponsored events. Coordinate with the City Administrator and/or City Council to obtain authority for purchase of supplies. Event Coordinator shall not have authority to enter into any contracts on behalf of City.
- Event Coordinator shall not directly handle any funds. Any payment to or by the City shall be conducted through the City Administrator. Donations shall be made by check only, paid to "The City of Montague" and delivered by the donor directly to the City Clerk. Event Coordinator shall not accept any donations directly.
- Manage inventory of items used for events.
- Work well with City Staff and volunteers.
- Abide by all other City personnel rules and policies.

To encourage participation, the Event Coordinator will produce and distribute promotional material about all City-sponsored events. They maintain contact with schools, youth groups, as well as adults to encourage participation in City-sponsored events as well as promoting the City pool. Event Coordinator shall work with the Social Media coordinator to ensure a strong and positive social media presence exists to promote City-sponsored events. If no Social Media Manager currently exists, Event Coordinator shall be responsible for posting promotional materials on City-authorized social media platforms for City-sponsored events.

"City-sponsored events" shall only be events approved by Council which are directed by the City Council to be conducted by a City employee or officer.

For City-sponsored events, the Event Coordinator may coordinate volunteers, provide scheduling assistance, provide fundraising assistance, and promote the event.

The following are the current City-sponsored events:

- Easter Egg Hunt,
- Pool Dinner,
- All Pool Promotions,
- Family Vendor Fair,
- Trunk or Treat, and
- Christmas Bazaar.

Events planned and conducted by outside organizations / individuals on City property shall not be considered City-sponsored events or City events. Such approval to use City facilities shall only be a license to use City facilities. Event Coordinator may assist with coordinating for use of City facilities by outside organizations / individuals on City property where permission has been provided by license or permit to such persons. For these types of events the primary point of contact for all vendors and sponsors shall be the person granted authority to conduct such event. The sole responsibility of the Event Coordinator shall be to coordinate City resources with the person granted authority to conduct such event, who shall be responsible for conducting the event, its promotion, and contracting for all services. For such events not sponsored by the City, the Event Coordinator (or the Social Media Coordinator) may not post information provided by the event sponsor on City social media and website. Any donations or admission charges for non-City-sponsored events shall be entirely administered by the event sponsor, not the Event Coordinator or City staff. Event coordinator shall not engage in organizing or managing volunteers or City personnel, except where such personnel are hired to staff such events.

The following events are currently non-City-sponsored events taking place at City facilities:

- Fire Department Dinner,
- Gravel Hugger,
- Cars and Coffee,
- Freedom Festival,
- Jefferson Stampede,
- Montague Jr. Rodeo,

- Hot Rods in the Hub, and
- Montague Balloon Fair.

The Event Coordinator may propose additional events to the City Council for adoption as City-sponsored events. These additional events include events that the Event Coordinator has identified, as well as events hosted by or identified by members of the community or community organizations. Event Coordinator shall only assist with events that have been designated as City-sponsored events.

Event Coordinator is responsible for maintaining the storage area and keeping equipment clean and in good working order.

Event Coordinator shall maintain records of events to include the dates, times, and equipment needed for each event, and ensure that all City income and expenditures are accurately recorded. They also ensure that volunteers comply with health and safety requirements. The Event Coordinator shall report to the City Administrator with a ledger that includes all activities completed during the month. The Event Coordinator will work within a budget presented by the Event Coordinator for approval by the city council. The Event Coordinator shall work with the City Administrator for purchasing items and maintaining positive account balances. Event Coordinator shall have no authority to oblige the City for payment of any funds. All purchases shall be made through the City Administrator and their authority, or receiving express authority from the City Council.

This position shall be paid by a monthly stipend, set by resolution of the City Council. The Event Coordinator shall report to City Administrator on a monthly basis about the activities performed during the month. This list shall be shared with the City Council at monthly meetings.

Date of draft revision September 5, 2024

Public Works Department

City Administrator

10/3/2024

We got the cold patch and have been patching roads

We are mowing and weed eating town.

We had a water leak we had to fix.

We are going to have a brush day on October 26, 2024

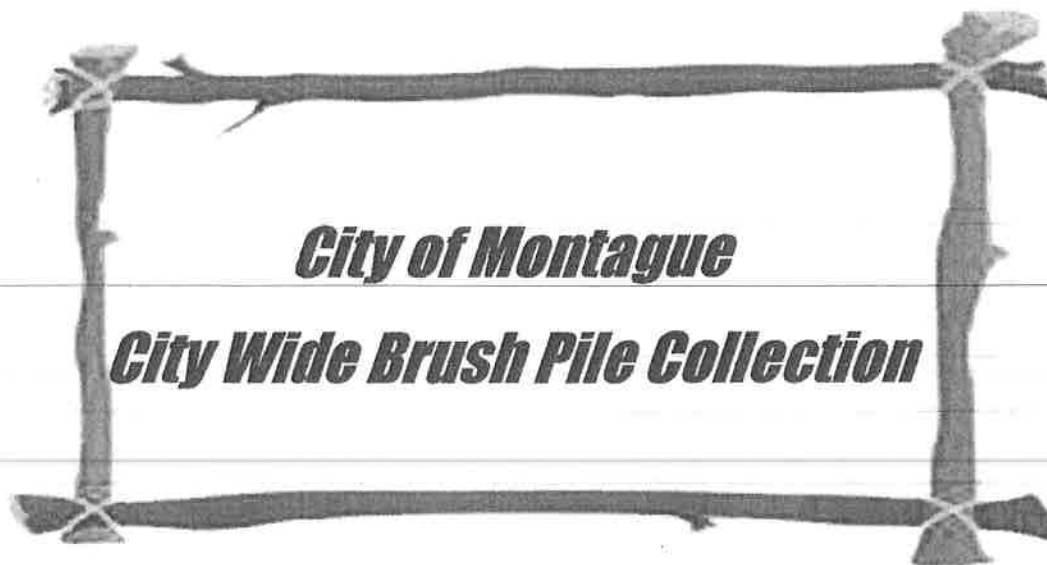
We spent a lot of time getting ready for the balloon fair.

I have been very busy with the day-to-day city business. A lot of my time has been talking to citizens over the fire dept.

Water/Sewer

Water is doing good.

Sewer is doing good.



City of Montague
City Wide Brush Pile Collection

***Bring your tree limbs and
other brush to the open
space west of the
City Maintenance Yard
850 W. Webb Street***



Saturday Only
October 26, 2024
From 10 AM until 2 PM

***For Questions,
Contact David
At 530-459-5204***

September 2024 Summary

Notice of Violation

221 N 12th St 8/28/24

Certified notice mailed for accumulation of trash
and overgrown grass

Violation of Camping Notice

Lot next to cascade mobile

Dogs picked up

Front of city hall
12th and Scobie

Noise complaints

460 W Scobie St – **Notice has been sent**

Weed Abatement Letter

221 N 12th St

Dogs at Large Notice Letter

101 Scobie
460 W Scobie St
401 S 14th St
171 S 8th St
120 E Buell St

Rubbish Pile Notice/violation Letter

231 N 13th St
221 N 12th St
401 S 13th St

Violation of Parking Notice

September City Clerk Report

Completed

- AP's
- Payroll
- CDBG Guidelines
- Collected vendor forms for the Balloon Fair
- Completed daily-use business licenses for food vendors
- Sent off invoices for reimbursement for LEAP grant
- Posted Housing Rehab flyers for applications
- New website is live
- FY 22/23 Audit

Working On

- Learning how to post on new website
- CDBG audit
- 6th Street Project Grant Final Invoice
- Renewing SAM.GOV account
- Turning in invoice for Diggle Field project
- Putting together the LOLA dinner

The office is very busy right now. Usually, this time of year things start to slow down, but not this year. Ruanna and I have been running around like crazy but we have been keeping up with the work load. Ruanna has decorated the office for Fall and has made it look very appealing.

Things to remember in October:

Dave Out- October 11th

Lola Dinner- October 9th

Jack-O-Palooza- October 31st- November 1st