

**TAFT CITY COUNCIL/SUCCESSOR AGENCY  
JOINT REGULAR MEETING AGENDA  
TUESDAY, FEBRUARY 2, 2016  
CITY HALL COUNCIL CHAMBERS  
209 E. KERN ST., TAFT, CA 93268**

*AS A COURTESY TO ALL - PLEASE TURN OFF CELL PHONES*

**Any writings or documents provided to a majority of the City Council regarding any item on this agenda are made available for public inspection in the lobby at Taft City Hall, 209 E. Kern Street, Taft, CA during normal business hours (SB 343).**

**REGULAR MEETING**

**6:00 P.M.**

Pledge of Allegiance

Invocation

Roll Call: Mayor Miller  
Mayor Pro Tem Noerr  
Councilmember Krier  
Councilmember Bryant  
Councilmember Hill

**1. CONTINUANCE OF PUBLIC HEARING - TRANSIT FARE INCREASE AND ROUTE CHANGE**

**Recommendation -**

1. Conduct Public Hearing; and
2. Motion to approve transit rate increase and change the transit route.

**2. PUBLIC HEARING - UPDATE OF HOUSING PROGRAM GUIDELINES**

**Recommendation -**

- 1) Conduct Public Hearing; and
- 2) Motion to adopt the Homebuyer Program Guidelines and Housing Rehabilitation Guidelines for use in administering the City's housing programs.

**3. PUBLIC HEARING - COSTS AND PLACEMENT OF LIEN ON ABATED PROPERTY**

**Recommendation -**

1. Conduct hearing re Statement of Expense.
2. Motion to confirm Statement of Expense as submitted and approve a **resolution entitled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING AND CONFIRMING THE COSTS FOR THE ABATEMENT OF THE NUISANCE AT 122 E. KERN ST., TAFT, APN NUMBER 032-072-01.**

**4. PROCLAMATION - SAFE SURRENDER BABY MONTH**

**5. CITIZEN REQUESTS/PUBLIC COMMENTS**

THIS IS THE TIME AND PLACE FOR THE GENERAL PUBLIC TO ADDRESS THE CITY COUNCIL ON MATTERS WITHIN ITS JURISDICTION. STATE LAW PROHIBITS THE COUNCIL FROM ADDRESSING ANY ISSUE NOT PREVIOUSLY INCLUDED ON THE AGENDA. COUNCIL MAY RECEIVE COMMENT AND SET THE MATTER FOR A SUBSEQUENT MEETING. PLEASE LIMIT COMMENTS TO FIVE MINUTES.

**6. COUNCIL STATEMENTS (NON ACTION)**

**7. PLANNING COMMISSION REPORT**

**8. DEPARTMENT REPORTS**

- 9. CITY MANAGER STATEMENTS
- 10. CITY ATTORNEY STATEMENTS
- 11. FUTURE AGENDA REQUESTS

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**CONSENT CALENDAR ITEMS 12 - 20**

All items listed on the Consent Calendar shall be considered routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless a member of the City Council requests specific items to be removed from the Consent Calendar for separate action. Any item removed from the Consent Calendar will be considered after the regular business items. Are there any items on the consent calendar that any member of the public would like to comment on?

- 12. MINUTES  
January 19, 2016 Regular

**Recommendation** – Approve as submitted.

- 13. PAYMENT OF BILLS  
Warrant#11516                      Check No. 81685-81788              \$ 564,266.13  
Warrant#11516                      Check No. 81789-81791              \$ 3,064.47

**Recommendation** – Approve payment of the bills.

- 14. SPECIAL EVENT PERMIT NO. 2016-03 - “LOVE YOUR NEIGHBOR” EVENT HELD BY CALVARY TEMPLE ASSEMBLY OF GOD AT 630 KERN STREET ON FEBRUARY 13TH AND 14TH, 2016

**Recommendation** – Motion to approve a resolution entitled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING A SPECIAL EVENT PERMIT, AUTHORIZING PASTOR GREG HASLOW OF CALVARY TEMPLE ASSEMBLY OF GOD TO HOLD A “LOVE YOUR NEIGHBORS” EVENT AT 630 KERN STREET FEBRUARY 13<sup>TH</sup> AND 14<sup>TH</sup> 2016.**

- 15. AMENDING THE JOB DESCRIPTION OF THE ADMINISTRATIVE ASSISTANT TO THE POLICE CHIEF AND CHANGING SALARY RANGE

**Recommendation** – Motion to adopt a resolution entitled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT AMENDING THE JOB DESCRIPTION OF THE ADMINISTRATIVE ASSISTANT TO THE POLICE CHIEF AND CHANGING SALARY RANGE FROM 36.6 TO 42.6.**

- 16. CHANGE ONE (1) TRANSIT OPERATOR POSITION FROM FULL-TIME TO PART-TIME

**Recommendation** – Motion to adopt a resolution entitled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT CHANGING ONE (1) TRANSIT OPERATOR POSITION FROM FULL-TIME TO PART-TIME.**

- 17. CHANGE THE CLASSIFICATION OF ADMINISTRATIVE TECHNICIAN TO PUBLIC WORKS ADMINISTRATIVE AND OPERATIONS COORDINATOR

**Recommendation** –

- 1. Motion to adopt a resolution entitled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING THE CLASSIFICATION OF PUBLIC WORKS ADMINISTRATIVE AND**

**OPERATIONS COORDINATOR, ADOPTING THE JOB DESCRIPTION AND SETTING THE SALARY RANGE AT 49.8**

- 2. Motion to approve reclassifying the incumbent in the position of Administrative Technician to Public Works Administrative and Operations Coordinator and deleting the classification of Administrative Technician.

**18. UPDATE TO THE ALCOHOL AND DRUG TESTING POLICY FOR TRANSIT**

**Recommendation** – Motion to adopt a resolution entitled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING THE DRUG AND ALCOHOL TESTING POLICY CITY OF TAFT, TAFT AREA TRANSIT.**

**19. AUTHORIZE PURCHASE OF LAND FROM WESTSIDE ECONOMIC DEVELOPMENT CO. LLC**

**Recommendation** – Motion to authorize the purchase of two thirds of an acre of land from Westside Economic Development LLC for the price of \$12,500 from WWTP Capital Reserves.

**20. EMERGENCY REPLACEMENT OF HVAC BOILER TAFT CITY HALL**

**Recommendation** – Motion to ratify emergency purchases in the amount of \$4,017.01 for the replacement of the City Hall HVAC unit and appropriate funds out of Capital Reserves.

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**CLOSED SESSION**

- A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9 (a) – City of Taft vs. CDCR.
- B. CONFERENCE WITH PROPERTY NEGOTIATOR, CITY MANAGER,  
Government Code 54956.8 – 400 Hillard Street, Taft, CA
- C. CONFERENCE WITH LABOR NEGOTIATOR, CRAIG JONES, CITY MANAGER  
Government Code 54957.6 – All units

**ADJOURNMENT**

**AMERICANS WITH DISABILITIES ACT  
(Government Code Section 54943.2)**

The City of Taft City Council Chamber is accessible to persons with disabilities. Disabled individuals who need special assistance (including transportation) to attend or participate in a meeting of the Taft City Council may request assistance at the Office of the City Clerk, City of Taft, 209 E. Kern Street, Taft, California or by calling (661) 763-1222. Every effort will be made to reasonably accommodate individuals with disabilities by making meeting material available in alternative formats. Requests for assistance should be made five (5) working days in advance of a meeting whenever possible.

**AFFIDAVIT OF POSTING**

I, Darnell Rowe, declare as follows:

That I am the Deputy City Clerk for the City of Taft; that an agenda was posted on a public information bulletin board located near the door of the Civic Center Council Chamber on January 28, 2016, pursuant to 1987 Brown Act Requirements.

I declare under penalty of perjury that the foregoing is true and correct.

Executed January 28, 2016, at Taft, California.

Date/Time \_\_\_\_\_ Signature \_\_\_\_\_



# City of Taft Agenda Report

**DATE:** 2/2/2016

**TO:** MAYOR MILLER AND COUNCIL MEMBERS

**AGENDA MATTER:**

**PUBLIC HEARING - TRANSIT FARE INCREASE AND ROUTE CHANGE**

**SUMMARY STATEMENT:**

As Council directed at the January 19, 2016 public hearing, staff met with transit stakeholders to discuss concerns regarding the proposed route change and rate increase. As shown in the attached updates of the rate schedule and route, several compromises were reached. Among those are to keep the bus stop south of Wood Street, the addition of a stop near S. 10<sup>th</sup> Street and B Street; a lesser increase of Senior/ADA/Youth fares; offer of a calendar month pass for the fixed route; and extended Dial A Ride hours on Saturday.

Staff intends to reevaluate fare box numbers in six months to see if these changes have had a positive impact.

**RECOMMENDED ACTION:**

1. Conduct Public Hearing
2. Motion to approve transit rate increase and change the transit route.

**IMPACT ON BUDGET:** YES – Increase revenue, lower operational cost

**ATTACHMENT (Y/N):** Yes – Proposed new rate sheet, (route map to be distributed at meeting)

**PREPARED BY:** Public Works

**REVIEWED BY:**

<b>CITY CLERK</b>	<b>FINANCE DIRECTOR</b>	<b>CITY MANAGER</b>
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## 2016 Proposed Transit Fare Rate Increase Effective March 1, 2016

	<u>Current</u>	<u>Proposed</u>
General	\$1.00	\$1.50
Senior	\$.75	\$1.00
ADA	\$.75	\$1.00
Youth	\$.75	\$1.00
12 Trip Pass	\$10.00	\$15.00
12 Trip Pass (Senior/ADA/Youth)	\$7.50	\$10.00
Maricopa General	\$1.50	\$2.00
Maricopa (Senior/ADA/Youth)	\$1.50	\$2.00
Dial-A-Ride General	----	\$2.50
Dial-A-Ride (Senior/ADA)	\$1.25	\$1.75
Dial-A-Ride General 12 Trip Pass	----	\$25.00
Dial-A-Ride (Senior/ADA) 12 Trip Pass	\$12.50	\$17.50
Fixed Route Monthly Pass General	----	\$40.00
Fixed Route Monthly Pass (Senior/ADA/Youth)	----	\$25.00



# City of Taft Agenda Report

**DATE:** February 2, 2016

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**AGENDA MATTER:**

**PUBLIC HEARING – UPDATE OF HOUSING PROGRAM GUIDELINES**

**SUMMARY STATEMENT:**

CDBG Program regulations require that every jurisdiction receiving CDBG funds have Program Guidelines for all programs being administered with the funds. It is also a requirement that the public have opportunity to have input in these guidelines through the public participation process and a duly noticed public hearing. The previous guidelines that the city had in place were approved in January 2014 and due to various CDBG regulation changes and lending law requirements were out of date and needed to be updated to allow continued program administration.

**RECOMMENDED ACTION:**

- 1) Conduct Public Hearing; and
- 2) Motion to adopt the Homebuyer Program Guidelines and Housing Rehabilitation Guidelines for use in administering the City’s housing programs.

**IMPACT ON BUDGET (Y/N):** NO

**ATTACHMENT (Y/N):** YES (Homebuyer Program Guidelines and Housing Rehabilitation Guidelines)

**PREPARED BY:** Grant Administrator

**REVIEWED BY:**

<b>CITY CLERK</b>	<b>FINANCE DIRECTOR</b>	<b>CITY MANAGER</b>
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# Homebuyer Program Guidelines



For:

HOME Investment Partnerships Program  
Community Development Block Grant  
(CDBG) Program

Serving the City of Taft

CDBG Approved 1/13/16  
HOME Approved 1/13/16

# **HOMEBUYER PROGRAM GUIDELINES**

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## HOMEBUYER PROGRAM GUIDELINES

### 1.0. GENERAL

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

### 1.1. PROGRAM OUTREACH AND MARKETING

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

- A. The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program’s eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The Program may sponsor homebuyer classes to help educate homebuyers about the home buying process and future responsibilities. Persons who have participated in local homebuyer seminars will be notified about the Program.
- B. The Program Operator will work with local real estate agents and primary lenders to explain the Program requirements for eligible housing units and homebuyers, and to review Program processes. Local real estate agents and primary lenders will also be encouraged to have their customers participate in the Program.
- C. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The Program Sponsor will take

appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.

## **1.2. APPLICATION PROCESS AND SELECTION**

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

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

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

## **1.3. THE HOME PURCHASE PROCESS**

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

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

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

**OTHER HOUSEHOLD DEBT SERVICE**

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

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

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

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

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

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

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

#### **1.4. HOMEBUYER COSTS**

- A. Eligible households must document that they have the funds necessary for down payment and closing costs as required by the Primary Lender and the Sponsor. The Program's down payment requirement (below) is in place even if the Primary Lender has a lower down payment requirement. If the Primary Lender has a higher down payment requirement, there is no additional down payment requirement required by the Program.
- B. Homebuyer must contribute a minimum down payment of one percent (1 1/2%) of the purchase price, but may contribute more if desired.

- C. Sponsor will not provide a subsidy that is greater than the amount of the primary mortgage. The subsidy will write down the cost of the primary lender's loan so that the payments of PITI are within approximately 25 to 35% of the gross household income. The Program Operator will determine the level of subsidy and affordability during underwriting of the Program's loan to make sure that it conforms to the requirements of the HCD funding Program.

## **1.5. HOMEBUYER EDUCATION**

Buying a home can be one of the most confusing and complicated transactions anyone can make. Providing the future homebuyer with informative homebuyer education training, can bring success to the Sponsor, Program Operator, the Program and most importantly, the homebuyer. It has been documented that first-time homebuyers that have had homebuyer education have the ability to handle problems that occur with homeownership. All Program participants are required to attend a Sponsor-approved homebuyer education class. The homebuyer education class will cover such topics as the following: preparing for homeownership; available financing; credit analysis; loan closing; homeownership responsibilities; home maintenance; impact of refinancing and loan servicing. Methods of homebuyer counseling and education may include, but are not limited to: one-on-one counseling between homebuyer, counselor and family/individual and/or group workshops and informational sessions. Tools of instruction may include fliers, brochures, power point presentations, worksheets, etc.

## **1.6. CONFLICT OF INTEREST REQUIREMENTS**

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

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

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

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

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

## 1.7. NON-DISCRIMINATION REQUIREMENTS

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

## 2.0 APPLICANT QUALIFICATIONS

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

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

**Household:** Means one or more persons who will occupy a housing unit. Unborn children count in family size determination.

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

### 2.2. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HCD income limits. Income qualification criteria, as shown in the most recent HCD program-specific guidance at

<http://www.hcd.ca.gov/fa/cdbg/GuideFedPrograms.html>, will be followed to independently determine and certify the household's annual gross income. The Program Operator should compare this annual gross income to the income the Primary Lender used when qualifying the household. The Primary Lender is usually underwriting to FHA or conventional guidelines and may not calculate the household income or assets in the same way as required by the Program. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third-party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

A. HOUSEHOLD INCOME DEFINITION:

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

The link to Annual Income Inclusions and Exclusions is:

[http://www.hcd.ca.gov/fa/cdbg/FedProgGuideDocs/AppendixB AnnualIncomeInclusionsExclusions.doc](http://www.hcd.ca.gov/fa/cdbg/FedProgGuideDocs/AppendixB%20AnnualIncomeInclusionsExclusions.doc)

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

B. ASSETS:

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

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

The Link to Asset Inclusions and Exclusions is:

[http://www.hcd.ca.gov/fa/cdbg/FedProgGuideDocs/AppendixC\\_AnnualIncomeAssetInclusionsExclusions.doc](http://www.hcd.ca.gov/fa/cdbg/FedProgGuideDocs/AppendixC_AnnualIncomeAssetInclusionsExclusions.doc)

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

### 2.3. DEFINITION OF AN ELIGIBLE HOMEBUYER

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

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

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

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

### 3.0. HOUSING UNIT ELIGIBILITY

#### 3.1. LOCATION AND CHARACTERISTICS

- A. Housing units to be purchased must be located within the eligible area. The eligible area is described as follows: “Within the Taft city limits.”
- B. Housing unit types eligible for the homebuyer Program are new or previously owned single-family residences; condominiums; or manufactured homes in mobilehome parks, in common-interest developments or on a single-family lot and placed on a permanent foundation system. HOME does not allow manufactured homes unless on a permanent foundation system.
- C. All housing units must be in compliance with State and local codes and ordinances.
- D. Housing units located within a 100-year flood zone will be required to provide proof of flood insurance with an endorsement naming the City as loss payee in order to close escrow.
- E. Housing must be “modest”, having no more than three bedrooms, two bathrooms, and a two-car garage. Larger homes are acceptable if necessary for the following reasons:
  - The family size necessitates additional bedroom(s); or
  - A reasonable accommodation is necessary due to the family’s disability (e.g. an extra bedroom for an aide)

Exceptions for these reasons must be approved by the Loan Committee and must be documented for monitoring purposes.

#### 3.2. CONDITIONS

- A. Construction Inspection and Determining Need for Repairs.

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

- 1) When the Sponsor’s Program utilizes Federal funds and if the housing unit was constructed prior to 1978 then the lead-based paint requirements of Section 3.2.C will apply.
- 2) The Program Operator, a certified housing inspector, or a Sponsor representative will walk through the housing unit, determine if it is structurally sound, and identify any code related and health and safety deficiencies that need to be corrected. A list of code related repair items

will be given to the homebuyers and their Realtor to be negotiated with the seller. Only new construction and homes built within the previous 12 months and not previously occupied are not subject to a home inspection.

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

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

The HOME Affordability Period is as follows (amount does not include Activity Delivery Costs paid to the State Recipient by HCD):

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

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

The following requirements must be met:

- 1) **Notification:** a) Prior to homebuyer’s obligation to purchase a pre-1978 home, the Buyer will be given the most recent copy of and asked to read the EPA pamphlet “*Protect Your Family From Lead in Your Home*” (EPA 747-K-94-001). A signed receipt of the pamphlet will be kept in the Sponsor’s homebuyer file; b) A notice to residents is required following a risk assessment/inspection using form DHS 8552, which is provided by the DHS-certified Risk Assessor/Inspector; c) a notice to residents is required following lead-based paint mitigation work using Visual

Assessment and Lead-based Paint Notice of Presumption and Hazard Reduction form, LBP – 1 (Attachment H).

- 2) **Disclosure:** Prior to the homebuyer’s obligation to purchase a pre-1978 housing unit, the HUD disclosure (Attachment E), “Seller’s Lead-based Paint Disclosure” notice must be provided by the seller to the homebuyer.
  - 3) **Inspections:** The Inspector shall conduct a “Visual Assessment” of all the dwelling unit’s painted surfaces in order to identify deteriorated paint. All deteriorated paint will be stabilized in accordance with CFR 35.1330 (a) and (b); and a Clearance shall be made in accordance with CFR 35.1340.
  - 4) **Mitigation:** If stabilization is required, the contractor performing the mitigation work must use appropriately trained workers. Prior to the contractor starting mitigation work the Program Operator shall obtain copies of the contractor’s and workers’ appropriate proof of LBP training, as applicable to the job in order to assure that only qualified contractors and workers are allowed to perform the mitigation.
- D. The Program Operator will: 1) confirm that the housing unit is within the eligible area, 2) will review each proposed housing unit to ensure that it meets all eligibility criteria before funding, and 3) ensure a completed Lead Compliance Document Checklist is placed in each purchaser’s file (see Attachment I).

### 3.3 ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

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

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

The federal URA and Real Property Acquisition Policies, as amended by the URA Amendments of 1987, contains requirements for carrying out real property acquisition or the displacement of a person, regardless of income status, for a project or program for which HUD financial assistance (including CDBG and HOME) is provided. Requirements governing real property acquisition are described in Chapter VIII. The implementing regulations, 49 CFR Part 24, require developers and owners to take certain steps in regard to tenants of housing

to be acquired, rehabbed or demolished, including tenants who will not be relocated even temporarily.

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

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

**3.4. PROPER NOTIFICATION AND DISCLOSURES**

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

**4.0. PURCHASE PRICE LIMITS**

The purchase price limits for this Program shall not exceed the Maximum HOME Program Purchase Price/After-Rehab Value Limit for Sponsor's County as updated by HCD.

**Attachment C: MAXIMUM PURCHASE PRICE/AFTER-REHAB VALUE LIMITS** \*Sponsor will update these limits annually as HCD provides new information.

**5.0. THE PRIMARY LOAN**

Prior to obtaining a loan from the Sponsor, a homebuyer must provide evidence of financing for the maximum amount the Primary Lender is willing to loan (the "primary loan").

**A. QUALIFYING RATIOS**

The front-end (housing) debt-to-income ratio shall be between 25% and 35% and is the percentage of a borrower's gross monthly income (before deductions) that would cover the cost of the loan principal and interest payment, property taxes, property insurance,

mortgage insurance, and HOA dues, if any.

The back-end (total) debt-to-income ratio shall be between 28% and 49% and is the percentage of a borrower's gross monthly income that would cover the cost of housing as described in the paragraph above, plus any other monthly debt payments like car or personal loans and credit card debt, as well as child support and alimony payments.

#### **B. INTEREST RATE**

The primary loan must have a fixed interest rate that does not exceed the current market rate, as established by an index identified in the most recent NOFA. No temporary interest rate buy-downs are permitted.

#### **C. LOAN TYPE AND TERM**

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

#### **D. IMPOUND ACCOUNT**

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

### **6.0. THE PROGRAM LOAN**

The amount of Program assistance to a homebuyer toward purchase of a home shall not exceed the maximum HOME subsidy limit for Sponsor's County per bedroom per the HCD website at <http://www.hcd.ca.gov/financial-assistance/home-investment-partnerships-program/homelimits.html> and **shall never exceed the amount of the primary mortgage.** See Attachment C of these Program Guidelines for current limits. Any approved "grant" amount for lead-based paint evaluation and reduction activities or for relocation assistance shall be included in this amount, as shall Activity Delivery Costs.

#### **B. NON-RECURRING CLOSING COSTS**

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

#### **C. AFFORDABILITY PARAMETERS FOR HOMEBUYERS**

The actual amount of a buyer's Program subsidy shall be computed according to the housing ratio parameters specified in Section 5.0.A. Each borrower shall receive only the subsidy needed to allow them to become homeowners ("the Gap") while keeping their

housing costs affordable. The Program Operator will use the “front-end ratio” of housing-expense-to-income to determine if the amount of the proposed primary loan is acceptable and, ultimately, the Program subsidy amount required, bridging the gap between the acquisition cost (purchase price plus closing costs) less down payment, and the amount of the primary loan.

#### **D. RATE AND TERMS FOR PROGRAM LOAN**

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

The Program loan’s term shall be for 30 years.

The Program loan’s interest rate shall be 0% simple interest.

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

#### **E. COMBINED LOAN-TO-VALUE RATIO**

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

### **7.0. PROGRAM LOAN REPAYMENT**

#### **7.1. PAYMENTS ARE VOLUNTARY**

Borrowers may begin making voluntary payments at any time.

#### **7.2. RECEIVING LOAN PAYMENTS**

A. Program loan payments will be made to:

City of Taft 209 E. Kern Street Taft, CA 93268

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

### **7.3. DUE UPON SALE OR TRANSFER**

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

- A. The owner shall be assured a fair return on investment including the owner's investment and any capital improvement. If the Net proceeds are insufficient for the Sponsor to recapture the balance of Program Loan owed, the Sponsor shall share the Net proceeds with the owner in proportion to each party's investment in the property. The Net proceeds are the sales price less repayment of the primary loan, and closing costs.
- B. If the owner of the property dies, and the heir to the property meets income requirements, the First-Time Homebuyer definition, and intends to occupy the home as a principal residence, the heir may be permitted, upon approval of the Sponsor, to assume the loan at the rate and terms the heir qualifies for under the current participation guidelines. If the property owner dies and the heir does not meet eligibility requirements, the loan is due and payable.
- C. If an owner wants to convert the property to a rental unit, or any commercial or non-residential use, the loan is due and payable.
- D. The loan will be in default if the borrower fails to maintain required fire or flood insurance or fails to pay property taxes. See Attachment D on loan defaults for further information on property restrictions.

### **7.4. LOAN SERVICING POLICIES AND PROCEDURES**

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

### **7.5. LOAN MONITORING PROCEDURES**

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

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

## 8.0. PROGRAM LOAN PROCESSING AND APPROVAL

### A. Loan Processing

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

### B. Creditworthiness

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

### C. Documents from Primary Lender

After initial review of the qualified homebuyer's application packet, the Program Operator will request any additional documents needed. Documents may be faxed, but originals shall be received through the mail before Program funds are committed to escrow. Based on receipt and review of the final documents, the Program Operator will do an income certification (using most recent HCD program's guidance on income calculation and determination), and homebuyer certification (review of credit report and income taxes). Documentation of affordability will then be verified and subsidy requirement determined.

### D. Disclosure of Program and Loan Information to Homebuyers

The Program's application and disclosure forms will contain a summary of the loan qualifications of the borrower with and without Program assistance. Housing ratios with and without Program assistance are also outlined in these guidelines. Information on the Program's application will be documented with third party verifications in the file. For example, the sales contact will provide the final

purchase price and outline how much of the closing costs are to be paid by the seller, etc. The appraisal, termite and title report will provide information to substantiate the information in the sales contract and guide the construction inspection. The Program loan application will provide current debt and housing information and will be documented by the credit report and income/asset verifications. The Primary Lender's approval letter and estimated closing cost statement should reflect all the information in the loan package and show any contingencies of loan funding. Reviewing the Primary Lender's loan underwriting documentation will provide basic information about the qualification of the applicant and substantiate the affordability provided by the Program loan. By reviewing and crosschecking all the Primary Lender information, the final Program loan amount approved will fall within the affordability parameters of the Program.

### **8.1. COMPLETION OF UNDERWRITING AND APPROVAL OF PROGRAM LOAN**

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

### **8.2. PRIMARY AND PROGRAM LOAN DOCUMENT SIGNING**

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

### **8.3. ESCROW PROCEDURES**

The escrow/title company shall review the escrow instruction provided by the Program lender and shall issue a California Land Title Association (CLTA) and the American Land Title Association (ALTA) after closing. The CLTA policy is issued to the homebuyer and protects them against failure of title based on public records and against such unrecorded risks as forgery of a deed. The ALTA is issued to each lender providing additional coverage for the physical aspects of the property as well as the homebuyer's title failure. These aspects include anything which can be determined by only physical inspection, such as correct survey lines; encroachments; mechanics liens; mining claims and water rights. The Program lender instructs the escrow/title company in the escrow instructions as to what may show on the policy; the amount of insurance on the policy (all liens should be covered) and the loss payee (each lender should be listed as a loss payee and receive an original ALTA).

### **9.0. SUBORDINATE FINANCING**

With today's high costs, in order for a low-income household to obtain a home, several

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

## **10.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES**

The Sponsor may make amendments to these Participation Guidelines. Any changes shall be made in accordance with regulations and approved by the Sponsor's Loan Committee and/or governing body. Changes shall then be sent to HCD for approval.

### **10.1. DEFINITION OF EXCEPTION**

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

### **10.2. PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES**

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

## **11.0. DISPUTE RESOLUTION AND APPEALS PROCEDURE**

Any applicant denied assistance from the Program has the right to appeal. Complaints concerning the Program should be made to the Program Operator first. If unresolved in this manner, the complaint or appeal must be made in writing and filed with the Sponsor. The Sponsor will then schedule a meeting with the Loan Review Committee. Their written response will be made within thirty (30) working days. If the applicant is not satisfied with the Committee's decision, a request for an appeal may be filed with the Sponsor's governing body. Final appeal must be filed in writing with HCD within one year after denial.

## ATTACHMENT A

### 24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS

#### Part 5 Inclusions

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

General Category	(Last Modified: January 2005)
1. Income from wages, salaries, tips, etc.	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. Business Income	The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest & Dividend Income	Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. Retirement & Insurance Income	The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except for certain exclusions, listed in Income Exclusions, number 14).
5. Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except for certain exclusions, listed in Income Exclusions, number 3).
6. Welfare Assistance	<p>Welfare Assistance. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income:</p> <ul style="list-style-type: none"> <li>• Qualify as assistance under the TANF program definition at 45 CFR 260.31; and</li> <li>• Are otherwise excluded from the calculation of annual income per 24 CFR 5.609(c).</li> </ul> <p>If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:</p> <ul style="list-style-type: none"> <li>• the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; <b>plus:</b></li> <li>• the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family welfare assistance is reduced from the standard of need by applying a percentage, the amount calculated under 24 CFR 5.609 shall be the amount resulting from one application of the percentage.</li> </ul>
7. Alimony, Child Support, & Gift Income	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. Armed Forces Income	All regular pay, special day, and allowances of a member of the Armed Forces (except as provided in number 8 of Income Exclusions).

## Part 5 exclusions

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

General Category	(Last Modified: January 2005)
1. Income of Children	Income from employment of children (including foster children) under the age of 18 years.
2. Foster Care Payments	Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Inheritance and Insurance Income	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses (except for certain exclusions, listed in Income Inclusions, number 5).
4. Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR 5.403).
6. Income from a Disabled Member	Certain increase in income of a disabled member of qualified families residing in HOME-assisted housing or receiving HOME tenant-based rental assistance (24 CFR 5.671 (a)).
7. Student Financial Aid	The full amount of student financial assistance paid directly to the student or to the educational institution.
8. "Hostile Fire" Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
9. Self-Sufficiency Program Income	<ul style="list-style-type: none"> <li>a. Amounts received under training programs funded by HUD.</li> <li>b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).</li> <li>c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program.</li> <li>d. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time.</li> <li>e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.</li> </ul>
10. Gifts	Temporary, nonrecurring, or sporadic income (including gifts).
11. Reparation Payments	Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
12. Income from Full-time Students	Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).
13. Adoption Assistance Payments	Adoption assistance payments in excess of \$480 per adopted child.
14. Social Security & SSI Income	Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
15. Property Tax Refunds	Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
16. Home Care Assistance	Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.
17. Other Federal Exclusions	Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under

any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. The following is a list of income sources that qualify for that exclusion:

- ▶ The value of the allotment provided to an eligible household under the Food Stamp Act of 1977;
- ▶ Payments to volunteers under the Domestic Volunteer Service Act of 1973 (employment through AmeriCorps, VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);
- ▶ Payments received under the Alaskan Native Claims Settlement Act;
- ▶ Income derived from the disposition of funds to the Grand River Band of Ottawa Indians;
- ▶ Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes;
- ▶ Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program.
- ▶ Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- ▶ The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands;
- ▶ Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs;
- ▶ Payments received from programs funded under Title V of the Older Americans Act of 1985 (Green Thumb, Senior Aides, Older American Community Service Employment Program);
- ▶ Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
- ▶ Earned income tax credit refund payments received on or after January 1, 1991, including advanced earned income credit payments;
- ▶ The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990;
- ▶ Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs and career intern programs, AmeriCorps).
- ▶ Payments by the Indians Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- ▶ Allowances, earnings, and payments to AmeriCorps participants under the National and Community Services Act of 1990;
- ▶ Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran;
- ▶ Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act; and
- ▶ Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

## **ATTACHMENT B**

### **PART 5 ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS**

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

Statements from 24 CFR Part 5 – Last Modified: January 2005

#### **Inclusions**

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

#### **Exclusions**

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

## ATTACHMENT C

### MAXIMUM PURCHASE PRICE/AFTER-REHAB VALUE LIMIT FOR KERN COUNTY (HOME Value Limits as of 4/13/2015)

EXISTING CONSTRUCTION	NEW CONSTRUCTION (less than 12 months old)
\$194,000	\$244,000

[

### HOME SUBSIDY LIMITS PER UNIT FOR KERN COUNTY (Limits became effective 11/18/15)

O-BDR	1-BDR	2-BDR	3-BDR	4-BDR
\$140,107	\$160,615	\$195,305	\$252,662	\$277,344

### INCOME LIMITS FOR KERN COUNTY\* (Limits became effective 6/1/2015)

<i>Number of Persons in Household</i>								
	1	2	3	4	5	6	7	8
<b>80% of AMI</b>	\$31,850	\$36,400	\$40,950	\$45,500	\$49,150	\$52,800	\$56,450	\$60,100

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

<http://www.hcd.ca.gov/hpd/hrc/rep/state/incNote.html> (choose CDBG and HOME limits, not State limits, except for CalHome)

### SPONSOR STANDARDS FOR BEDROOM AND BATHROOM ADDITIONS TO ALLEVIATE OVERCROWDING

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

- Opposite-sex children under 6 years of age must share a bedroom, up to 2 children per bedroom.
- Opposite-sex children 6 years of age and older may have their own bedroom.  
(See additional guidance on next page)

- Children shall be permitted a separate bedroom from their parents.
- Same-sex children of any age must 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 is allowable.
- 8 or more people – a third bathroom is allowable.
- Same rules apply to mobile home units.

The chart above is used as a guide to overcrowding.

## **ATTACHMENT D**

### **LOAN SERVICING POLICIES AND PROCEDURES FOR CITY OF TAFT**

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

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

#### **1. Loan Repayments:**

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

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

#### **2. Payment of Property Taxes and Insurance:**

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

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

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes then the lender may pay the taxes current and add the balance of the tax payment plus any penalties to the balance of the loan (not permissible when funded with HOME). Wherever possible, the Lender encourages Borrower to have impound accounts set up with their first

mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3. Required Request for Notice of Default:

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

4. Annual Occupancy Restrictions and Certifications:

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

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

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

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

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

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

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

#### 6. Requests for Subordinations:

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

Also, the loan must:

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

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

#### 7. Process for Loan Foreclosure:

Upon any condition of loan default: 1) non-payment; 2) lack of insurance or property tax payment; 3) change in title or use without approval; 4) default on senior loans, the Lender will send out a letter to the Borrower notifying them of the default situation. If the default situation continues then the Lender may start a formal process of foreclosure.

When a senior lienholder starts a foreclosure process and the Lender is notified via a Request for Notice of Default, the Lender, who is the junior lienholder, may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount or payoff amount must be obtained by

contacting the senior lienholder. This amount will include all delinquent payments, late charges and fees to date. Lender must confer with Borrower to determine if, upon paying the senior lienholder current, the Borrower can provide future payments. If this is the case then the Lender may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note.

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

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

#### Lender as Senior Lienholder

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

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

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

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

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

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

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

**Seller's Disclosure**

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

**Purchaser's Acknowledgment (initial)**

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

**Agent's Acknowledgment (initial)**

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

**Certification of Accuracy**

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

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

**ATTACHMENT F**

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

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

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

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

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

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

Sincerely,

\_\_\_\_\_  
Title

\_\_\_\_\_  
*Buyer*

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Buyer*

\_\_\_\_\_  
Date

***Form continues on next page with Seller's Acknowledgment***

## Acknowledgement

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

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

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

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

\_\_\_\_\_  
*Seller*

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Seller*

\_\_\_\_\_  
Date

## ATTACHMENT G

### CITY OF TAFT

#### INSTRUCTIONS TO HOMEBUYER

- A. Participant works with lender of choice to obtain the primary lender's pre-qualification letter.
- B. After consultation with Program Operator regarding approved bedroom and bathroom maximums (always 3 bedrooms and 2 bathrooms unless extenuating circumstances justify more to be approved), participant works with real estate agent to select home. Program disclosures are reviewed with agent for presentation to seller. The HOME Program allows only homes vacant for three months or more prior to the date of the purchase offer, unless the current tenant is purchasing the home.
- C. Participant selects home and enters into a purchase contract (contingent upon receiving Program loan approval). Lender provides the Program Operator with a copy of:
  - real estate sales contract
  - residential loan application and credit report
  - verified income documentation
  - disclosure statement
  - proof of personal funds for participation in program
  - breakdown of closing costs
  - structural pest control clearance
  - appraisal with photos and preliminary title report
- D. Program Operator reviews paperwork to determine program eligibility and financing affordability for participant.
- E. Program Operator staff meets with qualified applicant to provide information relative to the program requirements, the lending process, and homeownership responsibilities.
- F. Program Operator has home inspected to document health & safety and code compliance. Notice of any deficiencies or needed corrections are given to participant's real estate agent, with recommended course of action. Only new construction and homes built within the previous 12 months and not previously occupied are not subject to a home inspection.
- G. Program Operator requests loan approval from Sponsor's Loan Review Committee. Following loan approval, Program Operator prepares Deed of Trust, Promissory Note, Request for Notice of Default, Grant Agreement, Owner-Occupant Agreement with City, and Escrow Instructions, and requests check and deposits same into escrow.
- H. Escrow company furnishes Program Operator with proof of documents to be recorded, and any escrow closeout information. After receipt of recorded loan documents, Final escrow Settlement Statement, Insurance Loss Payee Certification and Final Title Insurance Policy (Program Operator) closes out the loan file.

**ATTACHMENT H  
LEAD-BASED PAINT**

**VISUAL ASSESSMENT, NOTICE OF PRESUMPTION, AND HAZARD REDUCTION FORM**

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

<b>Section 2: Visual Assessment.</b> Fill out Sections 1, 2, and 6. If paint stabilization is performed, also fill out Sections 4 and 5 after the work is completed.	
Visual Assessment Date:	Report Date:
Check if no deteriorated paint found <input type="checkbox"/>	
Attachment A: Summary where deteriorated paint was found.	

<b>Section 3: Notice of Presumption.</b> Fill out Sections 1, 3, 5, and 6. Provide to occupant w/in 15 days of presumption.	
Date of Presumption Notice:	
Lead-based paint is presumed to be present <input type="checkbox"/> and/or Lead-based paint <i>hazards</i> are presumed to be present <input type="checkbox"/>	
Attachment B: Summary of Presumption:	

<b>Section 4: Notice of Lead-Based Paint Hazard Reduction Activity.</b> Fill out Sections 1, 4, 5, and 6. Provide to occupant w/in 15 days of after work completed.	
Date of Hazard Reduction Notice:	
Initial Hazard Reduction Notice? Yes <input type="checkbox"/> No <input type="checkbox"/>	Start & Completion Dates:
If "No", dates of previous Hazard Reduction Activity Notices:	
Attachment C: Activity locations and types.	
Attachment D: Location of building components with <u>lead-based paint remaining</u> in the rooms, spaces or areas where activities were conducted.	
Attachment E: Attach clearance report(s), using DHS form 8552 (and 8551 for abatement activities)	

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

<b>Section 6: Contact Information</b>		Organization:
Contact Name:	Contact Signature:	
Date:	Address:	Phone:

## ATTACHMENT I

### Homebuyer Program Lead Compliance Document Checklist

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

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

This was taken from the HUD Website at:

<http://www.hud.gov/offices/cpd/affordablehousing/training/leadsafe/usefulforms/index.cfm#crosscutting>



**CITY OF TAFT**

**OWNER-OCCUPIED HOUSING  
REHABILITATION  
ASSISTANCE PROGRAMS  
(HOME, CDBG, CalHome)**

**PROGRAM DESIGN AND PROCESS**



**HCD Version 1/2016**

**CDBG Approved (date)**

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**CITY OF TAFT  
OWNER-OCCUPIED HOUSING REHABILITATION  
PROGRAM GUIDELINES**

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**CITY OF TAFT  
OWNER-OCCUPIED HOUSING REHABILITATION  
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**CITY OF TAFT**

**OWNER-OCCUPIED HOUSING REHABILITATION  
PROGRAM GUIDELINES**

**Adopted February 2, 2016**

**1.0. GENERAL**

The above-named entity, hereinafter referred to as the “Sponsor”, has entered into a contractual relationship with the California Department of Housing and Community Development (“HCD”) to administer one or more HCD-funded housing rehabilitation programs. The rehabilitation program described herein and hereinafter referred to as the “Program” is designed to provide assistance to eligible homeowners for correction of health and safety items, as well as code violations, located within the Program’s eligible area, as described in Section 3.0. The Program provides this assistance in the form of deferred payment loans used to finance the cost of necessary repairs that will provide the homeowner with a healthy, safe, sanitary and code compliant home, referred to herein as “housing unit”. The Program will be administered by the city, hereinafter referred to as the “Program Operator”.

**1.1. PROGRAM OUTREACH AND MARKETING**

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

A. The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program’s eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. A Fair Housing Marketing Plan can be found as Attachment D. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The Program may sponsor homeownership education classes to help educate homeowners about credit, budgeting, predatory lending, foreclosure prevention and home maintenance, as well as future responsibilities.

B. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The Program Sponsor will take appropriate steps to

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ensure effective communication with disabled housing applicants, residents and members of the public.

## 1.2. APPLICATION PROCESS AND SELECTION

### A. Waiting List/Homeowner Contact

The Sponsor will utilize a waiting list. In response to a homeowner's request, the homeowner is placed on the waiting list. Homeowners are offered the opportunity to qualify for assistance by waiting list priority (a first-come, first served basis).

The Program Operator will contact homeowners by mail and/or by telephone to advise of funding availability. The homeowner has 30 days to complete and return the loan application and supporting documentation. Should a homeowner fail to respond to the initial contact for assistance or to provide any of the required documentation within the 30-day period, the homeowner's name will be removed from the waiting list. If the homeowner desires assistance at a later time, he/she will be placed on the waiting list at that time.

Should the waiting list be exhausted, the Program will be marketed in accordance with the Sponsor's Marketing Plan. **See Attachment D.**

### B. Application/Interview

An application packet is provided to the homeowner for completion and submittal to the Program Operator, along with supporting documentation. An interview is scheduled with the applicant. The Program is fully explained; application forms and documentation are reviewed. Verifications are obtained for income, assets, employment, benefits, and mortgage. Title report and appraisals are also obtained.

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

### C. Household Selection

Households selected for participation in the Sponsor's Housing Rehabilitation Program are those determined eligible upon completion of processes described in A. and B. above.

### D. Initial Inspection/Work Write-Up/Estimate

Prospective units are inspected by the Program Operator, a certified housing inspector, or a Sponsor representative to determine eligibility and acceptability of properties for participation in the Program.

If the home is a pre-1978 unit, the initial inspection will also include paint testing by a certified Lead-Based Paint (LBP) inspector/assessor or presumption of LBP. Code deficiencies will be corrected and if presumption is used or lead hazards are found they will be properly treated according to HUD regulations (Section 6.1.E & F) and cleared by a certified LBP inspector/assessor. **CDBG projects shall refer to Chapter 20, Lead-Based Paint Requirements for guidance in the CDBG Grant Management Manual.**

Measurements and observations are noted about the property, including special conditions with potential cost consequences (dilapidated outbuildings, absence of curb and gutter when required by code, etc.). A floor plan and site plan, as needed, are drawn for the home and property, including all appurtenances.

Findings are noted on an inspection form, and later used by the Program Operator to prepare the work write-up. Estimated costs are determined by the Program Operator who has years of experience in the building industry, and in reviewing contractor bids and verifying cost with materials suppliers. The homeowner reviews the completed work write-up and cost estimate, and the approved write-up is incorporated into bid documents.

#### E. Bid Solicitation

A bid walk-through date may be scheduled. The homeowner may choose to solicit his/her own bids or request that the Program Operator solicit bids on his/her behalf. Invitations to bid are mailed to all eligible contractors on file in efforts to obtain three reasonable bids. Bid results will be provided to participating contractors.

Contractors must be licensed and bonded by the State of California Contractors Licensing Board. Contractors must also provide Program Operator with evidence of Workers' Compensation Insurance and Comprehensive General Liability and Property Damage Insurance with Combined Single Limits of at least \$1,000,000.

Cost reasonableness is determined by comparing the bids received with the cost estimate prepared by the Program Operator. Bids should be within 10% of the Program Operator's cost estimate, otherwise an explanation must be provided to the file for any bid selected exceeding 10% of the estimate. The homeowner is encouraged to accept the lowest reasonable bid.

The Program Operator determines eligibility of the contractor by contacting the State Contractors License Board and checking the Federal List of Debarred Contractors. The contractor is also required to provide a self-certification stating that he/she is not on the Federal debarred list. Once determined eligible, the contractor is then notified of provisional award of bid (pending loan approval). Notices of non-award are mailed to participating contractors.

F. Loan Request/Approval

A report and loan request are prepared on behalf of the homeowner by the Program Operator. The loan request includes the cost of construction, a contingency fund, and other project costs (listed in Section 6.3.). A Loan Review Committee meeting is scheduled to hear the loan request. Section 1.3 provides additional information on the loan approval process. Once approved, loan documents are executed and the loan is funded.

G. Pre-Construction Conference

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

H. Start-Up/Field Inspections

The Program Operator monitors date of start-up and performs field inspections on a regular basis. The Program Operator will visit the job site regularly in order to check the scope of work, inspect materials, and to confirm the job is on schedule and within budget. The Program Operator works with the Sponsor's Building Inspector to ensure the work meets building codes, while not exceeding funding limits.

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

The Program Operator will refer back to original plans and specifications to verify the work was completed as contracted. Homeowner's "sweat equity" commitment will also be checked, if any.

I. Change Orders

Written change orders are required when the homeowner requests any changes in the write-up, such as eliminating an item completely, eliminating one item and substituting another, or adding items. The change order will state the change and dollar value for the change. The change order must be signed by both the contractor and the homeowner, and submitted to the Program Operator for approval. If the change order exceeds the approved financing, the homeowner will be asked to provide additional funds or a report and request for additional funds may be presented to the Sponsor's Loan Review Committee for approval prior to Program Operator signing-off on the change order.

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J. Progress Payments

Ninety percent (90%) of the contract amount is distributed to the contractor in the form of progress payments during construction. The final ten-percent (10%) of the contract amount is set aside as a retention payment. The contractor requests a progress payment from the homeowner and notifies the Program Operator that he/she has done so. Upon favorable inspection by the homeowner, Program Operator, and Sponsor or Sponsor's Building Inspector, the payment authorization is signed by the homeowner and submitted for payment.

K. Final Inspections/Notice of Completion/Final Payment

When the project is completed, the Program Operator inspects the work item by item with the homeowner, the contractor, and/or the Sponsor. The Sponsor's Building Inspector performs a final inspection. Any corrections or deficiencies are noted and corrected by the contractor. Upon favorable final inspections, a Notice of Completion is prepared, signed by the homeowner, and then recorded. The final ten-percent (10%) retention payment is released 35 days after the recording of the Notice of Completion.

### 1.3. LOAN PROCESS

The Sponsor's Loan Review Committee must approve all loans and grants. The Loan Review Committee may approve assistance with 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. For HOME-funded loans, the amount of assistance provided will not exceed the Sponsor's County maximum HOME per unit subsidy limit at <http://www.hcd.ca.gov/financial-assistance/home-investment-partnerships-program/homelimits.html>, and the total financing can not exceed the Maximum After-Rehabilitation Value. **See Attachment C for current limits.**

In order to obtain financing, applicants must meet all property and eligibility guidelines in effect at the time the application is considered. Homeowners will be provided written notification of approval or denial. Any reason for denial will be provided to the applicant in writing.

### 1.4. CONFLICT OF INTEREST REQUIREMENTS

When the Sponsor's program contains Federal funds, the applicable Conflict of Interest requirements of 24 CFR Section 570.611 shall be followed for CDBG assistance.

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

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## 2.0. APPLICANT QUALIFICATIONS

### 2.1. INCOME LIMITS

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

The link to the official HCD-maintained income limits for HOME and CDBG Funded activities is: <http://www.hcd.ca.gov/hpd/hrc/rep/state/incNote.html>.

**Household:** means one or more persons who will occupy a housing unit. Unborn children count in family size determination.

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

#### 2.1.1 OWNER-OCCUPIED REQUIREMENTS

Owner-Occupant - to be eligible, household income must be equal to or less than the applicable HCD income limits. Owner will be required to provide income documentation. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. **See Attachment A.** Refer to Asset Inclusions and Exclusions for further guidance to the types of assets to be included or excluded when calculating gross annual income. **See Attachment B.**

Owner-occupants housing and/or debt ratios are not considered, nor is a credit report required, as the funding provided creates no additional monthly financial obligation. If an owner-occupant has a mortgage, it is verified that all payments are current and that no late payments have been received in the past twelve months.

### 2.2. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HCD income limits. Income qualification criteria for HOME and CDBG, as shown in the most recent HCD program-specific guidance at <http://www.hcd.ca.gov/fa/cdbg/GuideFedPrograms.html>, will be followed to independently determine and certify the household's annual gross income. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third-party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

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A. HOUSEHOLD INCOME DEFINITION:

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

The link to Annual Income Inclusions and Exclusions is:

[http://www.hcd.ca.gov/fa/cdbg/FedProgGuideDocs/AppendixB\\_AnnualIncomeInclusionsExclusions.doc](http://www.hcd.ca.gov/fa/cdbg/FedProgGuideDocs/AppendixB_AnnualIncomeInclusionsExclusions.doc)

**See Attachment A: HOME and CDBG 24 CFR Part 5 Annual Income Inclusions and Exclusions and Attachment A-1:**

B. ASSETS:

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

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

The Link to Asset Inclusions and Exclusions is:

[http://www.hcd.ca.gov/fa/cdbg/FedProgGuideDocs/AppendixC\\_AnnualIncomeAssetInclusionsExclusions.doc](http://www.hcd.ca.gov/fa/cdbg/FedProgGuideDocs/AppendixC_AnnualIncomeAssetInclusionsExclusions.doc)

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

### 2.3. HOMEOWNER ELIGIBILITY AND RESIDENCY REQUIREMENTS

The Sponsor's Housing Rehabilitation Program allows for owner-occupied properties to participate in the Program. Owner-occupied units must be the owner's principal place of residence. A photocopy of a recent utility bill will verify proof of occupancy. No unit to be rehabilitated will receive financial assistance if it is currently occupied by an over-income household or does not meet the eligibility standards outlined in these guidelines.

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**2.3.1 OWNER-OCCUPIED**

- A. Continued residency is monitored annually per Attachment F for the term of the loan. Occupancy will be verified by the submission of the following:
  - 1. Proof of occupancy in the form of a copy of a current utility bill; and
  - 2. Statement of unit's continued use as primary residence of the owner.
  
- B. In the event that a homeowner sells, transfers title, or discontinues residence in the rehabilitated property for any reason, the loan becomes due and payable, unless the following conditions are met:

The homeowner who received the loan dies and the heir to the property meets income requirements and intends to occupy the home as his/her principal residence. Upon approval of the Sponsor, the heir may be permitted to assume the loan at the rate and terms the heir qualifies for under current participation guidelines. If the heir does not meet applicable eligibility requirements, the loan is due and payable.

- C. If a homeowner converts the property to a rental unit, or any commercial or non-residential use, the loan is due and payable.

Program Loans are not transferable except under the following limited circumstances:

- (a) The transfer of the Property to the surviving joint tenant by devise, descent or operation of the law, on the death of a joint tenant;
- (b) A transfer of the Property where the spouse becomes an owner of the property;
- (c) A transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the Property; or
- (d) A transfer to an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

**3.0. PROPERTY ELIGIBILITY**

**3.1. CONDITIONS**

- A. No unit will be eligible if a household's income exceeds the prescribed income limits listed in Attachment C.
  
- B. Units to be rehabilitated must be located within the City Limits of Taft.

- C. Property must contain a legal residential structure intended for continued residential occupancy.
- D. All repair work will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. For CDBG the priority will be the elimination of health and safety hazards. Sponsor may also require elimination of code deficiencies. When HOME funds are used for housing rehabilitation, the property must meet all applicable current codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. However, if certain components of the house are sound and were built to code prescribed at the time of installation, no repair or alteration will be made to those components. Section 8 Housing Quality Standards may be required on rentals by Sponsor when CDBG funds are used.

### **3.2. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE**

Owner-occupants are not eligible for temporary relocation benefits, unless health and safety threats are determined to exist by the Program Operator. In cases where relocation is determined to be necessary by the Sponsor/Program Operator, assistance may be provided for actual costs incurred from the applicant's loan proceeds or as a grant (**see Section 4.4. for allowable grants**).

### **3.3. NOTIFICATION AND DISCLOSURES -**

- A. Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as follows:

The Lead Hazard Information Pamphlet published by the EPA/HUD/Consumer Product Safety Commission will be given to all owners regardless of the cost of rehabilitation or paint test findings. If lead-based paint is found through testing or if presumed, a Notice of Lead Hazard Evaluation or Presumption will also be supplied. When Lead hazards are present, a Notice of Lead Hazard Reduction Activity and a Lead Hazard Evaluation Report will also be provided (**Attachment I**).

### **4.0. THE PROGRAM LOAN**

#### **4.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE**

An eligible homeowner may qualify for the full cost of rehabilitation/reconstruction work needed to comply with State and local codes and ordinances. Maximum assistance shall not exceed the Sponsor's County maximum HOME Subsidy Limits Per Unit at <http://www.hcd.ca.gov/financial-assistance/home-investment-partnerships-program/homelimits.html>. **See Attachment C for current limits. For CDBG-funded programs the maximum assistance for rehabilitation/reconstruction will not exceed \$190,430.**

#### **4.2. AFFORDABILITY PARAMETERS FOR HOMEOWNERS**

- A. Total indebtedness against property shall not exceed 100 percent of after-rehabilitation value as determined by "Estimates of value" or an appraisal, for CDBG

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- or HOME projects. An estimate of after-rehab value will be made prior to making a commitment of funds using the method outlined in Section 4.5.
- B. Costs may be supplemented with personal financing and/or credit will be provided for volunteer labor (“sweat equity”) valued at \$10 per hour as per Section 6.1.D., or with other loan or grant programs, which are sources of leverage for the Sponsor.
  - C. Any bid within 10% of the Program Operator’s estimate may be selected, otherwise an explanation must be provided to the file for a bid selected exceeding 10% of the estimate.

**4.3. RATES AND TERMS**

**4.3.1. OWNER-OCCUPANTS**

- A. Homeowners are eligible for Deferred Payment Loans (DPL), at zero interest, evidenced by a Promissory Note and secured by a Deed of Trust, with no payback required for 30 years unless the borrower sells or transfers title or discontinues residence in the dwelling. Payments may be made voluntarily on a DPL. **Note: If it is determined by the Sponsor that repayment of a loan at the maturity date causes a hardship to the homeowner, the Sponsor may opt the following:**
  - 1. Amend the note and deed of trust to defer repayment of the amount due at maturity, that is balance of the original principal plus the accrued interest, for up to an additional 30 years (at 0% additional interest). This may be offered one time;
  - 2. Convert the debt at loan maturity; that is the balance of the original principal plus any accrued interest, to an amortized loan, repayable in 15 years at 0% additional interest.
- B. If the homeowner dies, and if the heir(s) to the property live(s) in the house and is/are income eligible, the heir(s) may be permitted, upon approval of the Sponsor, to assume the loan at the rate and terms the heir(s) qualifies for under current participation guidelines.
- C. If the homeowner dies and the heir(s) is/are not income eligible, the loan becomes all due and payable.
- D. If a homeowner converts the rehabilitated property to any residential-rental, commercial or non-residential use, the loan becomes all due and payable, unless they meet requirements outlined in Section 2.3.2.
- E. As specified in the Rehabilitation Loan Agreement, all applicants who participate in the Program must maintain the property at post-rehabilitation conditions for the term of the loan. Should the property not be maintained accordingly, the loan shall be considered in default and becomes all due and payable, and if necessary, foreclosure proceedings will be initiated. A method of inspection will be established by the Sponsor.

#### 4.4. GRANTS

- A. The program may provide grants as follows:  
A grant of up to \$7,500 is available for any one of the following qualifying factors:
1. Senior Citizen - at least 62 years old; or
  2. Handicapped – for only handicap modifications to a house with one or more physically handicapped occupants who would function more independently if such modifications were installed; or
  3. Lowest Targeted Income Group – with gross annual income less than 50 percent of County median income; or
  4. Equity maintenance – if financing rehabilitation entirely with a loan would cause indebtedness to exceed 100% of after-rehabilitation value.
- B. The program provides grants for all actual costs of lead-based paint evaluation and reduction activities.
- C. The program provides grants for relocation assistance. See Relocation Assistance Plan, **Attachment E**.
1. Owner-Occupant – Limit of \$3,000.

#### 4.5. APPRAISAL

- A. The After-Rehab Value for rehabilitation projects is determined using the “Estimates of value” method. The Sponsor or Program Operator determines estimates of value based on the sale prices of at least three (3) comparable properties, sold within the last six months (within one year of the assistance date, which is the date the promissory note is signed), and located within one mile of the subject property. The participants’ file will include the estimate of value and document the basis for the value estimates. The purpose of the “Estimates of value” is to determine that the After-Rehabilitation Value Limit of the housing unit will not exceed the permitted amount per HCD Program regulations (**See Attachment C**). If three comparable properties cannot be found, or if there is any question regarding the After-Rehab Value, the ARV will be determined by a licensed appraiser, as described in Section 4.5.B. below.
- B. A licensed appraiser determines the After-Rehab Value for rehabilitation projects, when the “Estimates of value” method cannot be used. For rehabilitation projects the appraiser determines the value of the unit with the rehabilitation building plans and specifications included. The cost of the appraisal will be paid by the Sponsor, not by the homeowner. The purpose of the appraisal is to determine that the after-rehabilitation value of the housing unit will not exceed the permitted amount per HCD Program regulations (**See Attachment C**), and that the combined loans will not exceed the maximum combined loan-to-value limit, as described in Section 4.2.A above.

- C. The After-Rehab Value for reconstruction projects is determined by a licensed appraiser. The After-Rehab Value for reconstruction projects is determined by an appraisal completed off the building plans and specifications for the new home. The cost of the appraisal will be paid by the Sponsor, not by the homeowner. The purpose of the appraisal is to determine that the After-Rehabilitation Value Limit of the housing unit will not exceed the permitted amount per HCD Program regulations (See **Attachment C**).

#### **4.6. INSURANCE**

##### **4.6.1. FIRE INSURANCE**

The homeowner shall maintain fire insurance on the property for the duration of the Program loan(s). This insurance must be an amount adequate to cover all encumbrances on the property. The insurer must identify the Sponsor as Loss Payee for the amount of the Program loan(s). Evidence of this shall be provided to the Sponsor.

In the event the applicant fails to make the fire insurance premium payments in a timely fashion, the Sponsor at its option, may make such payments for a period not to exceed 60 days. The Sponsor may, in its discretion and upon the showing of special circumstances, make such premium payments for a longer period of time. Should the Sponsor make any payments, it may, in its sole discretion, add such payments to the principal amount that the applicant is obligated to repay the Sponsor under this Program. The premium may be paid by the Program loan for one year.

##### **4.6.2. FLOOD INSURANCE**

For homes in a 100-year flood zone, the owner is required to maintain flood insurance in an amount adequate to secure the Program loan and all other encumbrances. This policy must designate the Sponsor as Loss Payee and a binder shall be provided to the Sponsor and maintained in the borrowers file. The premium may be paid by the Program loan for one year.

#### **4.7. LOAN SECURITY**

- A. Loan security for all owner-occupied rehabilitation stick-built homes will be secured by the real property and improvements, and will also include a Deed of Trust, Promissory Note and Loan Agreement in favor of the Sponsor.
- B. A manufactured home in a mobile home park or on leased land that is not on a permanent foundation will be secured by an HCD 480.7 or an HCD 484 Statement of Lien, and will also include a Promissory Note and Loan Agreement.
- C. Entering a subordinate lien is acceptable. However, the Sponsor will not subordinate a first lien position once established.

#### **5.0. PROGRAM LOAN SERVICING AND MAINTENANCE**

##### **5.1. PAYMENTS ARE VOLUNTARY**

Borrowers may begin making voluntary payments at any time.

## **5.2. RECEIVING LOAN REPAYMENTS**

A. Program loan payments will be made to:

*City of Taft  
209 E. Kern Street  
Taft, CA 93268*

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

## **5.3. LOAN SERVICING POLICIES AND PROCEDURES**

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

## **5.4. LOAN MONITORING PROCEDURES**

Homeowners will be required to submit each of the following to the Sponsor at the time of annual occupancy verification per Attachment F:

- Proof of occupancy in the form of a copy of a current utility bill;
- Statement of unit's continued use as a residence;
- Declaration that other title holders do not reside on the premises;
- Verification that Property Taxes are current; and
- Verification of current required insurance policies.

**5.5. DEFAULT AND FORECLOSURE**

If an owner defaults on a loan, and foreclosure procedures are instituted, they shall be carried out according to the Program Foreclosure Policy adopted by the Sponsor, and attached to these guidelines as **Attachment G**.

**5.6. SUBORDINATIONS**

The Sponsor may approve a request to subordinate a loan, in order for the owner to refinance the property, under the following conditions:

- A. The lien position of the Sponsor loan will remain the same or be advanced.
- B. The new primary loan is no greater than the balance of the loan being refinanced, except the costs of refinancing the loan may be added to the principal balance.
- C. The purpose of the new primary loan is to reduce the interest rate being paid and/or reduce the owner's payment.
- D. The refinanced loan must have an impound account for taxes and insurances.
- E. The refinancing terms must be acceptable to the Sponsor.
- F. CDBG allows refinancing with CDBG funds in conjunction with only rehabilitation of the unit.

**6.0. CONSTRUCTION****6.1. STANDARDS**

- A. All repair work will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. For CDBG the priority will be the elimination of health and safety hazards. Sponsor may also require elimination of code deficiencies. When HOME funds are used for housing rehabilitation, the property must meet all applicable current codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. However, if certain components of the house are sound and were built to code prescribed at the time of installation, no repair or alteration will be made to those components.
- B. Contracting Process
  - 1. Contracting will be done on a competitive basis.
  - 2. The homeowner will be the responsible agent, but the Sponsor and/or its Program Operator will prepare the work write-up, prepare and advertise the bid package, and assist the owner in negotiating the construction contract.
  - 3. The Sponsor does not warrant any construction work, or provide insurance coverage.

C. Approved Contractors

1. Contractors are required to be licensed with the State of California, and be active and in good standing with the Contractors' License Board.
2. Contractors will be checked against HUD's list of federally debarred contractors. No award will be granted to a contractor on this list.
3. Contractors must have public liability and property damage insurance, and worker's compensation, unemployment and disability insurance, to the extent required by State law.
4. Contractor must agree to comply with all federal and state regulations.

D. Sweat Equity Labor

1. Homeowners may agree to participate in the rehabilitation of their property by providing sweat equity labor as all or part of the project. The "Participant Labor Agreement Form" will indicate the tasks the owner will complete. The loan amount will include all items in the accepted bid, or in-house cost estimate, including sweat equity, so that should the homeowner be unable to complete their portion of the job, labor funds will be available to complete the job. Upon completion of the total job, the labor saved through sweat equity will be a credit against the agreed upon project cost, which included labor prior to the commitment of sweat equity, thereby providing a credit to the original job cost estimate such that the loan balance will equal the actual net project cost for outside labor and materials.
2. In cases where the homeowner agrees to do parts of the job, an agreement will be signed by the homeowner, specifying tasks and completion times. If the work is not completed in a timely manner, the contractor working on the job may be asked to complete the work.
3. If the project has lead paint hazards, the homeowner must provide documentation of lead paint training for each person to be working on the house prior to signing the sweat equity agreement or starting work. Lead hazard worker certifications will not be necessary if the project does not have lead paint (built after 1978 or tested negative for lead paint), or the project is cleared of lead hazards by a certified lead inspector, and the work performed by the homeowner will not create additional lead hazards.
4. The value or leverage generated from sweat equity will be determined on the basis of ten dollars (\$10) per hour. The cost difference or savings generated will be documented in the construction portion of the file.
5. The Sponsor reserves the right to determine whether the work is appropriate for sweat equity labor, or if the owner is capable of such labor.

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

- F. Units constructed prior to 1978 will also be inspected according to the following HUD regulations. For CDBG funded programs please refer to Chapter 20, Lead-Based Paint Requirements for guidance in the CDBG Grant Management Manual.
1. If the total amount of Federal assistance or the total amount of rehabilitation hard cost is up to and including \$5,000, the following is required:
    - (a) Paint testing or presume LBP;
    - (b) Clearance of disturbed work areas; and
    - (c) Notifications listed in Section 3.3.A.
  2. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more than \$5,000 up to and including \$25,000, the following is required:
    - (a) Paint testing or presume LBP;
    - (b) Risk assessment; and
    - (c) Clearance of unit.

If LBP hazards are identified, interim controls will be implemented. This level will also require a notice of “Abatement of Lead Hazards Notification” at least five days prior to starting work.

3. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more than \$25,000, the following is required:
  - (a) Items (a), (b), and (c) of 2. above;
  - (b) Abatement of all LBP hazards identified or produced;
  - (c) Use of interim controls on exterior surfaces not disrupted by rehab; and all notices listed above in Sections 3.3.A. and 6.1.F.2.
4. All paint tests that result in a negative finding of lead-based paint are exempt from any and all additional requirements. If defective paint surfaces are found, they will be properly treated or abated. A State-certified Inspector/Assessor will perform all paint testing, risk assessments, and clearances. A trained supervisor may oversee interim controls; however, a certified supervisor and workers will perform all abatement.

## 6.2. ELIGIBLE CONSTRUCTION COSTS

“Rehabilitation” means, in addition to the definition in Section 50096 of the Health and Safety Code, repairs and improvements to a manufactured home necessary to correct any condition causing the home to be substandard pursuant to Section 1704 of Title 25, California Code of Regulations. Rehabilitation also includes room additions to alleviate overcrowding. Rehabilitation also means repairs and improvements where necessary to meet any locally-adopted standards used in local rehabilitation programs. Rehabilitation does not include replacement of personal property.

Rehabilitation includes reconstruction. Federal law and policy allows the use of HOME funds to demolish and reconstruct owner-occupied residential structures. Reconstruction is defined as the demolition and construction of a structure. The Sponsor and/or Program Operator must document that the reconstruction costs are less than the cost to rehabilitate

the existing substandard housing. This will be done using the State's CDBG Test for Reconstruction, for projects funded with CDBG funds.

Additionally, the Sponsor must determine that the project's value after reconstruction (housing and land combined) is less than the Maximum After-Rehabilitation Value for the Sponsor (see Attachment C, One-Family).

The residential structure to be reconstructed must be a structure with cooking, eating, sleeping, and sanitation facilities which has been legally occupied as a residence within the preceding 12 months. Fifth wheels or recreational vehicles, for example, are not considered dwellings and therefore are not eligible under this Program.

Like for like requires that the structure being demolished must be replaced with a like structure (replace manufactured housing with manufactured housing, for example). However, additions may be approved by the HCD Program when required by Codes/Ordinances or to alleviate overcrowding. **(See Attachment C)**

Temporary relocation benefits must be planned for and budgeted into the total allowable subsidy for the project, but if required would be in the form of a grant.

Depending on the outcome of the Statutory Worksheet (Environmental test), a reconstructed project may require Authority from the State before funds are committed to the project.

Allowable rehabilitation\reconstruction costs include:

- A. Cost of building permits and other related government fees.
- B. Cost of architectural, engineering, and other consultant services which are directly related to the rehabilitation of the property.
- C. Rehabilitation or Replacement of a manufactured home not on a permanent foundation. Rehabilitation of a manufactured home may include the replacement of the unit with a used manufactured home and the cost to repair it, as long as the unit has been occupied and not used as a demonstration model. Should the unit meet the criteria for reconstruction a new manufactured home can be used for replacement and all cost associated with the purchase and transportation can be added to the loan.
- D. Owner-occupied rehabilitation activity delivery fees, pursuant to Section 7733(f), as reimbursement to the Sponsor for the actual costs of services rendered to the homeowner that are incidentally but directly related to the rehabilitation work (e.g. planning, engineering, construction management, including inspections and work write-ups).
- E. Rehabilitation will address the following issues in the order listed. Eligible costs are included for each item.

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1. Health and Safety Issues

Eligible costs include, but are not limited to, energy-related improvements, lead-based paint hazard evaluation and reduction activities, improvements for handicapped accessibility, 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.

2. Code and Regulation Compliance

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

3. Demolition

Eligible costs include, but are not limited to, the tear down and disposal of dilapidated structures when they are a part of the reconstruction of an affordable housing unit. If a garage or carport is detached, it may not be rehabilitated but may be demolished, if it is determined to be a health and safety issue.

4. Upgrades

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

5. General Property Improvements

Eligible costs include, but are not limited to, installation of a stove or dishwasher; and repair or installation of fencing.

All improvements must be physically attached to the property and permanent in nature. Non-code property improvements (fencing, landscaping, driveway, etc.) will be *limited to 15 percent* of the rehabilitation loan amount. Any cash contribution by the property owner will be considered a general property improvement and be included in this percentage. Luxury items are not permitted. Items such as stoves and dishwashers that are not built-in may be replaced due only to incipient failure or documented medical condition of the homeowner, and must be of moderate quality.

6. Rehabilitation Standards

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

### **6.3. ELIGIBLE PROJECT COSTS**

Examples of eligible project costs for all expenses related to the paperwork for processing and insuring a loan application are listed below.

- Appraisal
- Property Report/Title Insurance
- Building Plan
- Termite Report
- Land Survey
- Grading Plan
- Recording Fees
- Fire/Course of Construction Insurance
- Flood Insurance, as applicable

Costs are based on charges currently incurred by the Sponsor, or its Program Operator, for these products and/or services. Except for HOME loans, any cost increases charged to the Sponsor/Program Operator for these products and/or services will be passed on to the homeowner and included in the loan. All fees are subject to change and are driven by the market.

### **6.4. REPAIR CALLBACKS**

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

### **6.5. SWEAT EQUITY**

The Sponsor will determine if Sweat Equity will be allowed on a case-by-case basis in accordance with Section 6.1.D.

### **7.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES**

#### **7.1. AMENDMENTS**

The Sponsor may make amendments to these Participant Guidelines. Any changes made shall be in accordance with federal and state regulations, shall be approved by the Sponsor's Loan Committee and/or local governing body and submitted to HCD for approval.

#### **7.2. EXCEPTIONS**

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

##### **7.2.1 PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES**

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

**8.0. DISPUTE RESOLUTION AND APPEALS PROCEDURES**

**8.1. PROGRAM COMPLAINT AND APPEAL PROCEDURE**

Complaints concerning the Sponsor's Rehabilitation Program should be made to the Program Operator first. If unresolved in this manner, the complaint or appeal shall be made in writing and filed with the Sponsor. The Sponsor will then schedule a meeting with the Sponsor's Loan Review Committee. Their written response will be made within thirty (30) working days. If the applicant is not satisfied with the committee's decision, a request for an appeal may be filed with the local governing body. Final appeal may be filed in writing with HCD within one year after denial or the filing of the Project Notice of Completion.

**8.2. GRIEVANCES BETWEEN PARTICIPANTS AND CONSTRUCTION CONTRACTOR**

Contracts signed by the contractor and the participant include the following clause, which provides a procedure for resolution of grievances:

Any controversy arising out of or relating to this Contract, or the breach thereof, shall be submitted to binding arbitration in accordance with the provisions of the California Arbitration Law, Code of Civil Procedure 1280 et seq., and the Rules of the American Arbitration Association. The arbitrator shall have the final authority to order work performed, to order the payment from one party to another, and to order who shall bear the costs of arbitration. Costs to initiate arbitration shall be paid by the party seeking arbitration. Notwithstanding, the party prevailing in any arbitration proceeding shall be entitled to recover from the other all attorney's fees and costs of arbitration.

## ATTACHMENT A

## 24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS

## Part 5 Inclusions

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

General Category	(Last Modified: January 2005)
1. Income from wages, salaries, tips, etc.	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. Business Income	The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest & Dividend Income	Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. Retirement & Insurance Income	The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except for certain exclusions, listed in Income Exclusions, number 14).
5. Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except for certain exclusions, listed in Income Exclusions, number 3).
6. Welfare Assistance	Welfare Assistance. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income: <ul style="list-style-type: none"> <li>• Qualify as assistance under the TANF program definition at 45 CFR 260.31; and</li> <li>• Are otherwise excluded from the calculation of annual income per 24 CFR 5.609(c).</li> </ul> If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: <ul style="list-style-type: none"> <li>• the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; <b>plus:</b></li> <li>• the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family welfare assistance is reduced from the standard of need by applying a percentage, the amount calculated under 24 CFR 5.609 shall be the amount resulting from one application of the percentage.</li> </ul>
7. Alimony, Child Support, & Gift Income	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. Armed Forces Income	All regular pay, special pay, and allowances of a member of the Armed Forces (except as provided in number 8 of Income Exclusions).

**Part 5 exclusions**

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

<b>General Category</b>	<b>(Last Modified: January 2005)</b>
1. Income of Children	Income from employment of children (including foster children) under the age of 18 years.
2. Foster Care Payments	Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Inheritance and Insurance Income	Lump-sum additions to family assets, such as Inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses (except for certain exclusions, listed in Income Inclusions, number 5).
4. Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR 5.403).
6. Income from a Disabled Member	Certain increase in income of a disabled member of qualified families residing in HOME-assisted housing or receiving HOME tenant-based rental assistance (24 CFR 5.671 (a)).
7. Student Financial Aid	The full amount of student financial assistance paid directly to the student or to the educational institution.
8. "Hostile Fire" Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
9. Self-Sufficiency Program Income	<ul style="list-style-type: none"> <li>a. Amounts received under training programs funded by HUD.</li> <li>b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).</li> <li>c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program.</li> <li>d. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time.</li> <li>e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.</li> </ul>
10. Gifts	Temporary, nonrecurring, or sporadic income (including gifts).
11. Reparation Payments	Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
12. Income from Full-time Students	Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).
13. Adoption Assistance Payments	Adoption assistance payments in excess of \$480 per adopted child.
14. Social Security & SSI Income	Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
15. Property Tax Refunds	Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
16. Home Care Assistance	Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.
17. Other Federal Exclusions	Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the

Federal Register and distributed to housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. The following is a list of income sources that qualify for that exclusion:

- ▶ The value of the allotment provided to an eligible household under the Food Stamp Act of 1977;
- ▶ Payments to volunteers under the Domestic Volunteer Service Act of 1973 (employment through AmeriCorps, VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);
- ▶ Payments received under the Alaskan Native Claims Settlement Act;
- ▶ Income derived from the disposition of funds to the Grand River Band of Ottawa Indians;
- ▶ Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes;
- ▶ Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program.
- ▶ Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- ▶ The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands;
- ▶ Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs;
- ▶ Payments received from programs funded under Title V of the Older Americans Act of 1985 (Green Thumb, Senior Aides, Older American Community Service Employment Program);
- ▶ Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
- ▶ Earned income tax credit refund payments received on or after January 1, 1991, including advanced earned income credit payments;
- ▶ The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990;
- ▶ Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs and career intern programs, AmeriCorps).
- ▶ Payments by the Indians Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- ▶ Allowances, earnings, and payments to AmeriCorps participants under the National and Community Services Act of 1990;
- ▶ Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran;
- ▶ Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act; and
- ▶ Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

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**ATTACHMENT B****PART 5 ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS**

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

Statements from 24 CFR Part 5 – Last Modified: January 2005

**Inclusions**

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

**Exclusions**

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

## ATTACHMENT C

**MAXIMUM PURCHASE PRICE/AFTER-REHAB VALUE LIMIT FOR KERN COUNTY  
(HOME Value Limits as of 04/13/2015)**

COUNTY NAME	One-Family
KERN	\$194,000

**HOME SUBSIDY LIMITS PER UNIT FOR KERN COUNTY  
(Limits are effective 11/18/2015)**

O-BDR	1-BDR	2-BDR	3-BDR	4-BDR
\$140,107	\$160,615	\$195,305	\$252,662	\$277,344

**HOUSEHOLD INCOME LIMITS FOR KERN COUNTY\*  
(Limits are effective 06/01/2015)**

<i>Number of Persons in Household</i>								
	1	2	3	4	5	6	7	8
<b>80% of AMI</b>	\$31,850	\$36,400	\$40,950	\$45,500	\$49,150	\$52,800	\$56,450	\$60,100

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

<http://www.hcd.ca.gov/hpd/hrc/rep/state/incNote.html> (choose CDBG and HOME limits, not State limits, except for CalHome)

**SPONSOR STANDARDS FOR BEDROOM AND BATHROOM ADDITIONS TO ALLEVIATE OVERCROWDING**

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

- Opposite sex children under 6 years of age may share a bedroom, up to 2 children per bedroom.
- Opposite sex children 6 years of age and older may have their own bedroom.
- Children shall be permitted a separate bedroom from their parents.
- Same sex children of any age may share a bedroom, up to 2 children per bedroom.

- Adults not in a partner relationship may have their own bedroom.
- 4 or more people – a second bathroom may be added.
- 8 or more people – a third bathroom may be added.
- Same rules apply to mobile home units.

**The chart above is used as a guide to overcrowding.**

**ATTACHMENT D**

**HOUSING REHABILITATION MARKETING PLAN**

**SUMMARY**

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

All marketing related to the Housing Rehabilitation Program is publicized in both English and Spanish. All marketing materials include information identifying the Sponsor's commitment to fair housing laws and affirmative marketing policy, and are widely distributed. Equal opportunity is emphasized in written materials and oral presentations. A record is maintained by the Sponsor identifying what marketing materials are used, and when and where they are distributed.

Forms of marketing may include fliers, brochures, newspaper ads, articles and public service announcements. Fliers and brochures are distributed at local government buildings, other public buildings and through the mail, as well as to businesses that assist those not likely to apply without special outreach. Advertisements and articles are published in newspapers that are widely circulated within the community.

Established working relationships with local lending agencies also aid in informing the public by facilitating the distribution of informational fliers to households seeking financial assistance for repairs that are unable to obtain conventional financing.

Informational meetings are offered to potential participants to explain Program requirements. Often, minimal formal outreach efforts are required as the need for assistance generally exceeds funds available. However, marketing measures are actively performed in order to maintain a healthy interest list.

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

**MARKETING FORMS**

- Fliers
- Brochures
- Newspaper Ads and Articles
- Public Service Announcements
- Public Informational Meetings

**MARKETING VENUES**

- Local Government Buildings
- Local Public Services Buildings
- Private Businesses
- Lending Agencies
- Real Estate Offices
- Newspaper
- Radio
- Mail

**ATTACHMENT E**

**RESIDENTIAL ANTI-DISPLACEMENT AND TEMPORARY RELOCATION PLAN  
Version 2**

The Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, require all grantees of Community Development Block Grant (CDBG) funds or Home Investment Partnership (HOME) funds to follow a written Residential Anti-displacement and Relocation Assistance Plan (Plan) for any activities which could lead to displacement of occupants whose property is receiving funds from these or other federal funding source. Having been developed in response to both aforesaid federal legislations, this Plan is intended to inform the public of the compliance of the City of Taft (Sponsor) with the requirements of federal regulations 24 CFR 570.606 under state recipient requirements and Section 104(d) of the Housing and Community Development Act of 1974 and 24 CFR 92 of the HOME federal regulations. The Plan will outline reasonable steps, which the Sponsor will take to minimize displacement and ensure compliance with all applicable federal and state relocation requirements. The Sponsor's governing body has adopted this plan via a formal resolution.

This Plan will affect rehabilitation activities funded by the U.S. Department of Housing and Urban Development (HUD) under the following program titles: HOME, CDBG, Urban Development Action Grant (UDAG), Special Purpose Grants, Section 108 Loan Guarantee Program, and such other grants as HUD may designate as applicable, which take place within the Sponsor's jurisdiction limits.

The Sponsor will provide permanent relocation benefits to all eligible "displaced" households either owner occupied or rental occupied units which are permanently displaced by the housing rehabilitation program (**See Section E below.**). In addition, the Sponsor will replace all eligible occupied and vacant occupiable low income group dwelling units demolished or converted to a use other than low income group housing as a direct result of rehabilitation activities. This applies to all units assisted with funds provided under the Housing and Community Development Act of 1974, as amended, and as described in the Federal Regulations 24 CFR 570.496(a), Relocation, Displacement and Acquisition: Final Rule dated July 18, 1990 (Section 104(d)) and 49 CFR Part 24, Uniform Relocation Assistance (URA) and Real Property Acquisition Regulations Final Rule and Notice (URA) dated March 2, 1989.

All Sponsor programs/projects will be implemented in ways consistent with the Sponsor's commitment to Fair Housing. Participants will not be discriminated against on the basis of race, color, religion, age, ancestry, national origin, sex, familial status, or handicap. The Sponsor will provide equal relocation assistance available 1) to each targeted income group household displaced by the demolition or rehabilitation of housing or by the conversion of a targeted income group dwelling to another use as a direct result of assisted activities; and 2) to each separate class of targeted income group persons temporarily relocated as a direct result of activities funded by HUD programs.

**A. Minimizing Permanent Displacement and Temporary Relocation Resulting from Housing Rehabilitation or Reconstruction Activities**

Consistent with the goals and objectives of activities assisted under the Act, the Sponsor will take the following steps to minimize the displacement of persons from their homes during housing rehabilitation or reconstruction funded by HUD programs:

1. Provide proper notices with counseling and referral services to all tenants so that they

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- understand their relocation rights and receive the proper benefits. When necessary assist permanently displaced persons to find alternate housing in the neighborhood.
2. Stage rehabilitation of assisted households to allow owner occupants and/or tenants to remain during minor rehabilitation.
  3. Encourage owner investors to temporarily relocate tenants to other available safe and sanitary vacant units on the project site area during the course of rehabilitation or pay expenses on behalf of replaced tenants.
  4. Work with area landlords, real estate brokers, and/or hotel/motel managements to locate vacancies for households facing temporary relocation.
  5. When necessary, use public funds, such as CDBG funds, to pay moving costs and provide relocation/displacement payments to households permanently displaced by assisted activities.
- B. Lead Based Paint Mitigation Which Causes Temporary Relocation:**
- On September 15, 2000, the Final Rule for Lead Based Paint Hazard Control went into effect. Among other things, it requires that federally-funded rehabilitation must use safe work practices so that occupants and workers can be protected from lead hazards. **At no time should the tenant-occupant(s) be present in work areas or designated adjacent areas while LHC activities are taking place in any dwelling unit interior, common area, or exterior.** As such, occupants may not be allowed to remain in their units during the time that lead-based paint hazards are being created or treated. Once work that causes lead hazards has been completed, and the unit passes clearance, the occupants can return. **The tenant-occupants may not reoccupy a work area or adjacent area until post-lead hazard reduction clearance standards have been achieved and verified with laboratory results.** The final rule allows for certain exceptions: programs:
1. The work will not disturb lead-based paint, or create dust-lead or soil-lead hazard; or
  2. The work is on exterior only and openings are sealed to prevent dust from entering the home, the work area is cleaned after the work is completed, and the residents have alternative lead free entry; or
  3. The interior work will be completed in one period of less than 8-daytime hours and the work site is contained to prevent the release of dust into other areas of the home; or
  4. The interior work will be completed within five (5) calendar days, the work site is contained to prevent the release of dust, the worksite and areas within 10 feet of the worksite are cleaned at the end of each day to remove any visible dust and debris, and the residents have safe access to kitchen and bath and bedrooms.

If temporary relocation benefits are not provided because the Sponsor believes that the project meets one of the above criteria, then proper documentation must be provided in the rehabilitation project file to show compliance. It is up to the Sponsor to ensure that the owner occupant or tenant in the project does not get impacted by lead paint mitigation efforts. In most cases where lead paint mitigation is taking place, occupants (tenants or owners) will be strongly encouraged to relocate even for just a few days until a final lead clearance can be issued by a certified lead based paint assessor. Occupants who are temporarily relocated because of lead based paint mitigation

are entitled to the same relocation benefits as those who are relocated because of substantial rehabilitation or reconstruction activities.

C. Temporary Relocation of Owner Occupants:

Owner occupants are not allowed to stay in units which are hazardous environments during lead based paint mitigation. When their home is having lead based paint mitigation work done which will not make it safe to live in, then they are eligible for temporary relocation benefits up to \$3,000, which will be provided as a grant. In the same way, a unit requiring substantial rehabilitation (with or without lead based paint mitigation) which will not allow the family to access a bath or kitchen facility, or if the unit is being demolished and reconstructed, then the family will be eligible for temporary relocation benefits up to \$3,000, which will be provided as a grant. In no case shall the grant for temporary relocation exceed \$3,000 for any one owner occupant.

Owner occupants will be encouraged to move in with family or friends during the course of rehabilitation, since they are voluntarily participating in the Program. The housing rehabilitation loan specialist and/or the rehabilitation construction specialist will complete a temporary relocation benefits form (**See Appendix C**) to document that the owner occupant understands that they must relocate during the course of construction and what benefits they wish to be reimbursed for as part of their relocation.

D. Temporary Relocation of Residential Tenants:

If continued occupancy during rehabilitation is judged to constitute a substantial danger to health and safety of the tenant or the public, or is otherwise undesirable because of the nature of the project, the tenant may be required to relocate temporarily. The contract administrator or rehabilitation specialist will make determination of the need for temporary relocation. The temporary relocation period will not exceed 180 days. All conditions of temporary relocation will be reasonable. Any tenant required to relocate temporarily will be helped to find another place to live which is safe, sanitary and of comparable value and they have the first right to move back into the original unit being rehabilitated at the same rent or lower. He or she may move in with family and friends and still receive full or partial temporary assistance based on eligible cost incurred. The housing rehabilitation loan specialist and/or the rehabilitation specialist will ensure that each tenant occupied unit under the Program will receive a General Information Notice (GIN) (as soon as possible after a loan application is received) and the tenant will receive a Notice of Non-displacement (after loan approval), and each tenant occupied unit will have a temporary relocation benefits form completed for them. (**See Appendix C**). These notices will document that each tenant understands what their relocation rights are, and if they must relocate during the course of construction, that they receive the proper counseling and temporary relocation benefits.

A tenant receiving temporary relocation shall receive the following:

1. Increased housing costs (e.g. rent increase, security deposits) and
2. Payment for moving and related expenses, as follows:
  - a. Transportation of the displaced persons and personal property within 50 miles, unless the grantee determines that farther relocation is justified;
  - b. Packing, crating, unpacking, and uncrating of personal property;

- c. Storage of personal property, not to exceed 12 months, unless the grantee determines that a longer period is necessary;
- d. Disconnection, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property;
- e. Insurance for the replacement value of personal property in connection with the move and necessary storage;
- f. The replacement value of property lost, stolen or damaged in the process of moving (not through the fault of the displaced person, his or her agent, or employee) where insurance covering such loss, theft or damage is not reasonably available;
- g. Reasonable and necessary costs of security deposits required to rent the replacement dwelling;
- h. Any costs of credit checks required to rent the replacement dwelling;
- i. Other moving related expenses as the grantee determines to be reasonable and necessary, except the following ineligible expenses:
  - 1) Interest on a loan to cover moving expenses; or
  - 2) Personal injury; or
  - 3) Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before the Grantee; or
  - 4) Costs for storage of personal property on real property already owned or leased by the displaced person before the initiation of negotiations.

E. Rehabilitation Activities Requiring Permanent Displacement

The Sponsor's rehabilitation program will not typically trigger permanent displacement and permanent displacement activities fall outside of the scope of this plan. If a case of permanent displacement is encountered, then the staff responsible for the rehabilitation program will consult with Sponsor's legal counsel to decide if they have the capacity to conduct the permanent displacement activity. If local staff does not have the capacity, then a professional relocation consultant will be hired to do the counseling and benefit determination and implementation. If local staff does wish to do the permanent displacement activity then they will consult and follow the HUD Relocation Handbook 1378.

F. Rehabilitation Which Triggers Replacement Housing

If the Sponsor's rehabilitation program assists a property where one or more units are eliminated then under Section 104 (d) of the Housing and Community Act of 1974, as amended applies and the Sponsor is required to replace those lost units. An example of this would be a duplex unit which is converted into a single family unit. In all cases where rehabilitation activities will reduce the number of housing units in the jurisdiction, then the Sponsor must document that any lost units are replaced and any occupants of reduced units are given permanent relocation benefits. (This does not apply to reconstruction or replacement housing done under a rehabilitation program where the existing unit(s) is demolished and replaced with a structure equal in size without in loss number of units or bedrooms.)

Replacement housing will be provided within three years after the commencement of the demolition or conversion. Before entering into a contract committing the Sponsor to provide funds for an activity that will directly result in such demolition or conversion, the Sponsor will make this activity public (through a noticed public hearing and/or publication in a newspaper of general circulation) and submit to the California Department of Housing and Community Development or the appropriate federal authority the following information in writing:

1. A description of the proposed assisted activity;
2. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as targeted income group dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of the replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a targeted income group dwelling unit for at least 10 years from the date of initial occupancy; and,
7. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a two-bedroom unit with two one-bedroom units) is consistent with the housing needs of targeted income group households in the jurisdiction.

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

**G. Record Keeping and Relocation Disclosures/Notifications**

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

Appropriate advisory services will include reasonable advance written notice of (a) the date and approximate duration of the temporary relocation; (b) the address of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period; (c) the terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling.

Notices shall be written in plain, understandable primary language of the persons involved. Persons who are unable to read and understand the notice (e.g. illiterate, foreign language, or impaired vision or other disability) will be provided with appropriate translation/communication. Each notice will indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help. The notices and process below is for only temporary relocation. If permanent relocation is involved then other sets of notice and noticing process and relocation benefits must be applied (See HUD relocation handbook 1378 for those forms and procedures) The Temporary Relocation Advisory Notices to be provided are as follows:

1. General Information Notice: As soon as feasible when an owner investor is applying for Federal financing for rehabilitation, reconstruction, or demolition, the tenant of a housing unit will be mailed or hand delivered a General Information Notice that the project has been proposed and that the tenant will be able to occupy his or her present house upon completion of rehabilitation. The tenant will be informed that the rent after rehabilitation will not exceed current rent or 30 percent of his or her average monthly gross household income. The tenant will be informed that if he or she is required to move temporarily so that the rehabilitation can be completed, suitable housing will be made available and he or she will be reimbursed for all reasonable extra expenses. The tenant will be cautioned that he or she will not be provided relocation assistance if he or she decides to move for personal reasons. **See Appendix A for sample notice to be delivered personally or by certified mail.**
2. Notice of Non Displacement: As soon as feasible when the rehabilitation application has been approved, the tenant will be informed that they will not be permanently displaced and that they are eligible for temporary relocation benefits because of lead based paint mitigation or substantial rehabilitation, or reconstruction of their unit. The tenant will also again be cautioned not to move for personal reasons during rehabilitation, or risk losing relocation assistance. **See Appendix B for sample notice to be delivered personally or by certified mail.**
3. Disclosure to Occupants of Temporary Relocation Benefits: This form is completed to document that the Sponsor is following it's adopted temporary relocation plan for owner occupants and tenants. **See Appendix C for a copy of the disclosure form.**
4. Other Relocation/Displacement Notices: The above three notices are required for temporary relocation. If the Sponsor is attempting to provide permanent displacement benefits then there are a number of other forms which are required. Staff will consult HUD's Relocation Handbook 1378 and ensure that all the proper notices are provided for persons who are permanently displaced as a result of housing rehabilitation activities funded by CDBG or other federal programs.

**APPENDIX A**

Dear \_\_\_\_\_,

On (date), (property owner) submitted an application to the \_\_\_\_\_ for financial assistance to rehabilitate the building which you occupy at (address).

This notice is to inform you that, if the assistance is provided and the building is rehabilitated, you will not be displaced. Therefore, we urge you not to move anywhere at this time. (If you do elect to move for reasons of your choice, you will not be provided relocation assistance.)

If the application is approved and Federal assistance is provided for the rehabilitation, you will be able to lease and occupy your present apartment (or another suitable, decent, safe and sanitary apartment in the same building) upon completion of the rehabilitation. Of course, you must comply with standard lease terms and conditions.

After the rehabilitation, your initial rent, including the estimated average monthly utility costs, will not exceed the greater of (a) your current rent/average utility costs, or (b) 30 percent of your gross household income. If you must move temporarily so that the rehabilitation can be completed, suitable housing will be made available to you for the temporary period, and you will be reimbursed for all reasonable extra expenses, including all moving costs and any increase in housing costs.

Again, we urge you not to move. If the project is approved, you can be sure that we will make every effort to accommodate your needs. Because Federal assistance would be involved, you would be protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

This letter is important and should be retained. You will be contacted soon. In the meantime, if you have any questions about our plans, please contact (name), (title), at (telephone number), (address).

Sincerely,

(name)

(title)

**APPENDIX B**

(date)

Dear \_\_\_\_\_:

On (date), we notified you that the owner of your building had applied for assistance to make extensive repairs to the building. On (date), the owner's request was approved, and the repairs will begin soon.

This is a notice of non-displacement. You will not be required to move permanently as a result of the rehabilitation. This notice guarantees you the following:

1. You will be able to lease and occupy your present apartment [or another suitable, decent, safe and sanitary apartment in the same building/complex] upon completion of the rehabilitation. Your monthly rent will remain until after construction is completed. If increased after construction is done, your new rent and estimated average utility costs will not exceed local fair market rents for your community. Of course, you must comply with all the other reasonable terms and conditions of your lease.
2. If you must move temporarily so that the repairs can be completed, you will be reimbursed for all of your extra expenses, including the cost of moving to and from the temporarily occupied unit and any additional housing costs. The temporary unit will be decent, safe and sanitary, and all other conditions of the temporary move will be reasonable.

Since you will have the opportunity to occupy a newly rehabilitated apartment, I urge you not to move. (If you do elect to move for your own reasons, you will not receive any relocation assistance.) We will make every effort to accommodate your needs. Because Federal assistance is involved, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

If you have any questions, please contact (name), (title), at (phone #), (address). Remember; do not move before we have a chance to discuss your eligibility for assistance. This letter is important to you and should be retained.

Sincerely,

(name and title)



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**ATTACHMENT F**

**LOAN SERVICING POLICIES AND PROCEDURES  
FOR THE CITY OF TAFT**

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

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

1. Loan Repayments:

The Sponsor will collect monthly payments from those borrowers who are obligated to do so under Notes which are amortized promissory notes. Late fees will be charged for payments received after the assigned monthly date.

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

2. Payment of Property Taxes and Insurance:

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

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

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes then the Sponsor may pay the taxes current and add the

balance of the tax payment plus any penalties to the balance of the loan (not permissible when funded with HOME). Wherever possible, the Sponsor encourages Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3. Required Request for Notice of Default:

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

4. Annual Occupancy Restrictions and Certifications:

On owner-occupant loans the Sponsor may require that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan. For CDBG, some loans may have income and housing cost evaluations, which require a household to document that they are not able to make repayments, typically every five years. These loan terms are incorporated in the original note and deed of trust.

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

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

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

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan at an interest rate based on household size and household income, provided the heir is income eligible. If the heir intends to occupy the property

and is not low-income, the balance of the loan is due and payable. If the heir intends to act as an owner-investor, the balance of the loan may be converted to an owner/investor interest rate and loan term and a rent limitation agreement is signed and recorded on title. All such changes are subject to the review and approval of the Sponsor's Loan Committee.

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

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

6. Requests for Subordinations:

When a Borrower wishes to refinance the property, they must request a subordination request to the Sponsor. The Sponsor will subordinate their loan only when there is no "cash out" as part of the refinance. Cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third-party debt payoffs or additional encumbrance on the property above traditional refinance transaction costs. Furthermore, the refinance should lower the housing cost of the household with a lower interest rate and the total indebtedness on the property should not exceed the current market value.

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

7. Process for Loan Foreclosure:

Upon any condition of loan default: 1) non-payment; 2) lack of insurance or property tax payment; 3) change in title or use without approval; or 4) default on senior loans, the Sponsor will send out a letter to the Borrower notifying them of the default situation. If the default situation continues, the Sponsor may start a formal process of foreclosure.

When a senior lienholder starts a foreclosure process and the Sponsor is notified via a Request for Notice of Default, the Sponsor, who is the junior lienholder, may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount or payoff amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges and fees to date. Sponsor must confer with Borrower to determine if, upon paying the senior lienholder current, the Borrower can provide future payments. If this is the case, then the Sponsor may cure the foreclosure and

add the costs to the balance of the loan with a Notice of Additional Advance on the existing note.

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

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

#### Sponsor as Senior Lienholder

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

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

If the balance is substantial and all of the above factors have been considered, the Sponsor

may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Sponsor to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

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

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

**ATTACHMENT G**

**CITY OF TAFT'S  
FORECLOSURE POLICY**

Sponsor As Junior Lienholder

It is the City of Taft's (Sponsor's) policy to prepare and record a "Request for Notice" on all junior liens (any lien after the first position) placed on properties financed by a loan.

This document requires any senior lienholder to notify the Sponsor of initiation (recording of a "Notice of Default") of a foreclosure only. This is to alert the junior lienholder that they are to monitor the foreclosure with the senior lienholder. When the Sponsor is in a third position and receives notification of foreclosure from only one senior lienholder, it would be in their best interest to contact both senior lienholders regarding the status of their loans.

The junior lienholder may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges, advances (fire insurance premiums, property taxes, property protection costs, etc.), and foreclosure costs (fees for legal counsel, recordings, certified mail, etc.)

Once the Sponsor has the information on the reinstatement amount, staff must then determine if it is cost effective to protect their position by reinstating the senior lienholder, keeping them current by submitting a monthly payment thereafter, foreclosing on the property possibly resulting in owning the property at the end of foreclosure, protecting the property against vandalism, and paying marketing costs (readying the home for marketing, paying for yard maintenance, paying a real estate broker a sales commission).

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

Sponsor As Senior Lienholder

When the Sponsor is in a first position, or the senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which

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time the Sponsor may consider foreclosure. Sponsor staff will consider the following factors before initiating foreclosure:

- Can the loan be cured (brought current or paid off) by the owner without foreclosure?
- Can the owner refinance with a commercial lender and pay off the Sponsor?
- Can the owner sell the property and pay off the Sponsor?
- Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

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

At the end of thirty days, the Sponsor should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the Sponsor of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Sponsor informed of the progress of the foreclosure proceedings. When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Sponsor would then contact a real estate broker to market the home.

ATTACHMENT H

CERTIFICATION OF OCCUPANCY

CITY OF TAFT

I/we \_\_\_\_\_ declare as follows:  
(Please Print Occupant's Name(s))

That I/we am/are currently occupying as my/our principal place of residence  
the real property commonly known as:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip code)

Daytime Phone Number: \_\_\_\_\_

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, CA  
(Date) (City)

I/we declare under penalty of perjury that the foregoing is true and correct.

Signature(s) of all occupants:

Occupant: \_\_\_\_\_

Occupant: \_\_\_\_\_

Occupant: \_\_\_\_\_

Occupant: \_\_\_\_\_

Occupant: \_\_\_\_\_

**ATTACHMENT I**

**LEAD-BASED PAINT**

**VISUAL ASSESSMENT, NOTICE OF PRESUMPTION, AND HAZARD REDUCTION FORM**

<b>Section 1: Background Information</b>			
Property Address:		No LBP found or LBP exempt <input type="checkbox"/>	
Select one:	Visual Assessment <input type="checkbox"/>	Presumption <input type="checkbox"/>	Hazard Reduction <input type="checkbox"/>
<b>Section 2: Visual Assessment.</b> Fill out Sections 1, 2, and 6. If paint stabilization is performed, also fill out Sections 4 and 5 after the work is completed.			
Visual Assessment Date:		Report Date:	
Check if no deteriorated paint found <input type="checkbox"/>			
Attachment A: Summary where deteriorated paint was found. For multi-family housing, list at least the housing unit numbers and common areas and building components (including type of room or space, and the material underneath the paint).			
<b>Section 3: Notice of Presumption.</b> Fill out Sections 1, 3, 5, and 6. Provide to occupant w/in 15 days of presumption.			
Date of Presumption Notice:			
Lead-based paint is presumed to be present <input type="checkbox"/> and/or Lead-based paint <i>hazards</i> are presumed to be present <input type="checkbox"/>			
Attachment B: Summary of Presumption: For multi-family housing, list at least the housing unit numbers and common areas, bare soil locations, dust-lead location, and or building components (including type of room or space, and the materials underneath the paint) of lead-based paint and/or hazards presumed to be present.			
<b>Section 4: Notice of Lead-Based Paint Hazard Reduction Activity.</b> Fill out Sections 1, 4, 5, and 6. Provide to occupant w/in 15 days of after work completed.			
Date of Hazard Reduction Notice:			
Initial Hazard Reduction Notice? Yes <input type="checkbox"/> No <input type="checkbox"/>		Start & Completion Dates:	
If "No", dates of previous Hazard Reduction Activity Notices:			
Attachment C: Activity locations and types. For multi-family housing, list at least the housing unit numbers and common areas (for multifamily housing), bare soil locations, dust-lead locations, and/or building components (including type of room or space, and the material underneath the paint), and the types of lead-based paint hazard reduction activities performed at the location listed.			
Attachment D: Location of building components with <u>lead-based paint remaining</u> in the rooms, spaces or areas where activities were conducted.			
Attachment E: Attach clearance report(s), using DHS form 8552 (and 8551 for abatement activities)			
<b>Section 5: Resident Receipt of Notice for Presumption or Lead-Based Paint Hazard Reduction Activity and Acknowledgement of Receipt of pamphlet <i>Protection Your Family from Lead in Your Home.</i></b>			
Printed Name:		Signature:	Date:
<b>Section 6: Contact Information</b>		Organization:	
Contact Name:		Contact Signature:	
Date:	Address:	Phone:	



# City of Taft Agenda Report

**DATE:** FEBRUARY 2, 2016  
**TO:** MAYOR MILLER AND COUNCIL MEMBERS

**AGENDA MATTER:**

**HEARING ON COSTS AND PLACEMENT OF LIEN ON ABATED PROPERTY**

**SUMMARY STATEMENT:**

The property listed below has had a nuisance abated. The owner of record has been notified by certified mail and by posting on said property in accordance with the City of Taft Municipal Code of the cost incurred during the abatement process.

The owner was also notified of the time and place of a Public Hearing on costs whereby Council will hear any objections or protests from the property owner or other interested parties.

If costs of abatement as submitted or modified for the property listed here are not paid within 5 days from the date of confirmation, the confirmed Statements of Expense shall constitute a lien against the properties and all such costs to be made a personal obligation against the property owner pursuant to section 38773 of the California Government Code and Taft Municipal Code section 3-4.5-5 (c) and (d).

The Property abated was 122 E. Kern Street and the abatement amount was \$2,798.10.

**RECOMMENDED ACTION**

1. Conduct hearing re Statement of Expense.
2. Motion to confirm Statement of Expense as submitted and approve a resolution entitled **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING AND CONFIRMING THE COSTS FOR THE ABATEMENT OF THE NUISANCE AT 122 E. KERN ST., TAFT, APN NUMBER 032-072-01**

**IMPACT ON BUDGET (Y/N):** Yes (revenue when collected)

**ATTACHMENT (Y/N):** Yes - Resolution

**PREPARED BY:** City Clerk

**REVIEWED BY:**

<b>CITY CLERK</b>	<b>FINANCE DIRECTOR</b>	<b>CITY MANAGER</b>
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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING AND CONFIRMING THE COSTS FOR THE ABATEMENT OF THE NUISANCE AT 122 E. KERN ST., TAFT, APN NUMBER 032-072-01**

**WHEREAS**, the City of Taft has been diligently pursuing the betterment of the community; and

**WHEREAS**, the City of Taft has followed all steps outlined in Section 3-4-9 of the Taft Municipal Code in order to abate nuisance in the community; and

**WHEREAS**, costs have been incurred during the abatement process and/or demolition of building on said property; and

**WHEREAS**, the following cost shall constitute a lien upon the property located at and known as **122 E. Kern St., Taft, APN Number 032-072-01**

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Taft approves and confirms the following costs of \$2,798.10 and resolves that these costs shall constitute a lien on said property and shall accrue interest in the amount of 6% per annum on the unpaid balance until paid in full.

**PASSED, APPROVED AND ADOPTED** this 2nd day of February 2016.

\_\_\_\_\_  
Randy Miller, Mayor

ATTEST:

\_\_\_\_\_  
Yvette Mayfield  
City Clerk

STATE OF CALIFORNIA     }  
COUNTY OF KERN        } SS  
CITY OF TAFT             }

I, Yvette Mayfield, City Clerk of the City of Taft, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Taft at a regular meeting thereof held on the 2nd day of February, 2016.

AYES:            COUNCIL MEMBERS:  
NAYS:            COUNCIL MEMBERS:  
ABSENT:         COUNCIL MEMBERS:  
ABSTAIN:        COUNCIL MEMBERS:

\_\_\_\_\_  
Yvette Mayfield, City Clerk



## **PROCLAMATION**

**DECLARING**

**FEBRUARY 2016**

### **SAFE SURRENDER BABY AWARENESS MONTH IN KERN COUNTY**

*Whereas, the Safely Surrendered Baby Law was first implemented in California on January 1, 2001, with the intent to prevent harm and possible death to newborns; and*

*Whereas, the law's intent is to save the lives of newborn infants at risk of abandonment by encouraging parents or persons with lawful custody to safely surrender the infant within 72 hours of birth with no questions asked; and*

*Whereas, in Kern County, a newborn baby can be safely surrendered into the hands of any hospital emergency room or Fire Station staff; and*

*Whereas, The Safely Surrendered Baby Coalition, under the coordination of the Department of Human Services, works to educate Kern County residents about this important law.*

*NOW THEREFORE, the City Council of the City of Taft, does hereby join other cities in proclaiming the month of February, 2016, as Safe Surrender Baby Awareness Month in Kern County.*

*Dated this 2<sup>nd</sup> day of February 2016.*

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*Randy Miller, Mayor*

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*Dave Noerr, Mayor Pro Tem*

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*Orchel Krier, Council Member*

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*Josh Bryant, Council Member*

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*Renee Hill, Council Member*

**TAFT CITY COUNCIL/SUCCESSOR AGENCY  
JOINT REGULAR MEETING AGENDA  
JANUARY 19, 2016**

**REGULAR MEETING**

**6:00 P.M.**

The January 19, 2016, regular joint meeting of the Taft City Council/Taft Successor Agency, held in the Council Chamber at Taft City Hall, 209 East Kern Street, Taft, CA 93268, was opened by Mayor Randy Miller at [6:01:42 PM](#). The Pledge of Allegiance was led by Council Member Bryant, followed by an invocation given by Pastor Rodney Wikoff of the West Hills Church of the Nazarene.

PRESENT: Mayor Randy Miller and Mayor Pro Tem Dave Noerr  
Council Members Orchel Krier, Josh Bryant and Renee Hill  
City Manager Craig Jones and City Attorney Jason Epperson  
City Clerk Yvette Mayfield

**1. PUBLIC HEARING - TRANSIT FARE INCREASE AND ROUTE CHANGE**

The Public Hearing was opened at [6:05:28 PM](#) to receive testimony from proponents and opponents.

City Manager entered into record and presented to City Clerk 64 written responses of opposition received by the Public Works Department.

Rick Connick of Taft spoke in opposition of the fare increase and route change.

Kathy Johnson of Taft spoke on behalf of the West Side Resource Center in opposition of the fare increase and spoke in favor of the route change making a few recommendations to the route change believed to be of benefit to riders.

Olivia Goldwyn a client of the Taft Transition to Independent Living (TIL) Program spoke in opposition of the fare increase and route change.

The Public Hearing was closed at [6:17:07 PM](#).

Motion: Moved by Noerr, seconded by Krier to approve the transit rate increase and change the transit route.

Amended Motion: Moved by Miller, seconded by Krier and accepted by Noerr to make a "friendly amendment" to the motion on the floor to raise senior rates to one dollar and ADA rates to one dollar directing staff to look in to the route changes recommended by speakers.

Amended Motion: Moved by Bryant, seconded by Hill and accepted again by Noerr and Krier to make a "friendly amendment" to the motion tabling the matter until next meeting and to reopen the public hearing allowing additional time for public input.

AYES: Noerr, Krier, Bryant, Hill, Miller  
PASSED: 5-0

Noerr stated that there was a lot of citizen outreach done before bringing this item forward, this is a subsidized program and the city is mandated to meet the 10% fare box. City worked hard to reduce costs that were in their control but if the fare box is not met the City will lose the program all together.

Krier asked if there was still the possibility to make some of the changes to the routes that was recommended if warranted. City Manager stated that yes they would look at all the recommendations made tonight and changes can be made.

Bryant agreed that this is a tough decision and wanted to make sure that the recommended route changes are looked at by staff for feasibility and meeting the needs of the riders.

Hill stated that child safety is of utmost importance to her and all the Council Members and asked staff to look at the routes and how they serve the school children's needs.

Miller asked if the County covers any of the costs for the service and City Manager Jones stated that yes they do subsidize the cost of the trips originating in the County and that is about one-third of the business. Miller also asked when the last increase was implemented in fares. Jones shared that the last increase was in 2008 and that since that time the City has tried everything they knew to try to improve the fare box. Miller also requested that citizens who still wish to be heard on this matter please submit their comments, either in person at the continued public hearing or in writing to the City Clerk.

## **2. CITIZEN REQUESTS/PUBLIC COMMENTS**

Bill Messenger, who operates a business on Center Street, spoke to the Council regarding the homeless hanging around in the downtown area and the concern for how it is affecting the businesses.

Dr. Kathy Orrin, of the Taft Chamber of Commerce, also spoke as to the homeless presence in the downtown area affecting businesses and reminded everyone about the Chamber hosted sit-n-sips every Wednesday and the Chamber Installation Dinner February 11<sup>th</sup> at the Fox Theater.

## **3. COUNCIL STATEMENTS (NON ACTION)**

Council Member Hill mentioned that it is important that if someone is having issue with homeless affecting their business or customers in the downtown area they need to call in to the Police Department.

Council Member Bryant concurred with statements regarding the homeless in the downtown area and encouraged citizens to call in to the Police Department or even reach out to the City Manager or City Staff.

Council Member Noerr announced that there was a Consumer Affairs report released recently naming City of Taft as the 5<sup>th</sup> safest city in the nation.

Council Member Krier wished everyone a Happy New Year, thanked the Police Department for all their hard work making Taft one of the safest Cities in the Nation and reminded everyone of the upcoming membership dinner for the Fort.

Mayor Miller shared that it is nice to know that the Police Officers are doing an excellent job and Taft is proud to be recognized as the fifth safest city in the nation.

## **4. PLANNING COMMISSION REPORT**

Commissioner Thompson reported that the Planning Commission set their meeting schedule for 2016 and discussed a work plan for anticipated subjects that the Commission would be addressing over the next year.

**5. DEPARTMENT REPORTS**

There was none.

**6. CITY MANAGER STATEMENTS**

City Manager Jones shared that he was proud to announce that according to a recent Consumer Affairs Report that Taft was ranked one of the safest cities in the Nation and also invited citizens to attend Coffee with a Cop, a new relaxed forum meeting, which will be held at 9 am February 11<sup>th</sup> at Jo's Restaurant.

**7. CITY ATTORNEY STATEMENTS**

There was none.

**8. FUTURE AGENDA REQUESTS**

Hill requested and Miller concurred that there needed to be a workshop or some type of public meeting to help address the homeless issue.

\*\*\*\*\*

**CONSENT CALENDAR ITEMS 9 - 19**

➤ Items 11 and 14 were removed by Krier.

Motion: Moved by Hill, seconded by Bryant to approve consent calendar Items 9, 10, 12, 13, and 15 through 19.

AYES: Noerr, Krier, Bryant, Hill, Miller  
PASSED: 5-0

**9. MINUTES**

December 15, 2015 Regular and December 17, 2015 Special

**Recommendation** – Approve as submitted.

**10. PAYMENT OF BILLS**

Warrant# 121815	Check No. 81505-81613	\$ 401,530.77
Warrant# 123115	Check No. 81614-81675	\$ 242,133.86
Warrant# 123 115	Check No. 81676-81683	\$ 11,810.18
Warrant# 123115	Check No. 81684	\$ 260,710.68

**Recommendation** – Approve payment of the bills.

**12. PROFESSIONAL SERVICES AGREEMENT WITH GRAPHIC SOLUTIONS FOR CITYWIDE SIGN PROGRAM AND WAYFINDING**

**Recommendation** –

1. Motion to enter into a Professional Services Agreement with Graphic Solutions for the Taft Citywide Sign Program and Wayfinding Project; and
2. Motion to approve \$9,750 from the General Fund.

**13. REVISED LONG RANGE PROPERTY MANAGEMENT PLAN**

**Recommendation** – Motion to adopt a resolution entitled **A RESOLUTION OF THE SUCCESSOR AGENCY TO THE TAFT COMMUNITY DEVELOPMENT AGENCY APPROVING THE REVISED LONG RANGE PROPERTY MANAGEMENT PLAN.** (*Resolution No. 3738-15*)

**15. PROPOSAL FOR ECONOMIC DEVELOPMENT SERVICES FROM HDL**

**Recommendation** – Motion to approve the proposal from HdL for an additional \$10,000 from the General Fund and authorize the City Manager to execute the proposal.

**16. PLANNING DIRECTOR TO ATTEND THE AMERICAN PLANNING ASSOCIATION'S 2016 NATIONAL PLANNING CONFERENCE IN PHOENIX, ARIZONA, APRIL 2-5, 2016**

**Recommendation** – Motion to approve travel for the Planning Director to attend the APA's 2016 National Planning Conference in Phoenix, Arizona, from April 2 to April 5, 2016, with approved expenses up to \$835.00.

**17. PROFESSIONAL SERVICES AGREEMENT WITH RADIAN DESIGN GROUP, INC. FOR TAFT TRANSIT CENTER**

**Recommendation** – Motion to enter into a Professional Services Agreement with Radian Design Group, Inc. for the first two phases of professional design services for the Taft Transit Center in an amount not to exceed \$32,010.

**18. FINANCE AND HUMAN RESOURCE STAFF TO ATTEND TYLER MUNIS 2016 ANNUAL TRAINING IN PHOENIX, ARIZONA ON MAY 1 THROUGH MAY 5, 2016**

**Recommendation** – Motion to approve travel for 5 employees to attend Tyler Connect 2016 training in Phoenix, Arizona from May 1 to May 4, 2016.

**19. APPLICATION TO THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT ELECTRIC VEHICLE CHARGING STATION GRANT**

**Recommendation** – Motion to adopt a resolution entitled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING AND AUTHORIZING AN APPLICATION TO THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT FOR THE ELECTRIC VEHICLE CHARGING STATION GRANT AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS.** (*Resolution No. 3739-15*)

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**11. DUCT CLEANING OF THE HEATING/AIR CONDITIONING SYSTEMS AT CITY HALL**

Motion: Moved by Bryant, seconded by Hill to approve duct cleaning of the heating/air conditioning systems at City Hall and authorize the City Manager to sign the agreement for services with Professional Duct Cleaning Company and approve \$10,440 from the General Fund.

AYES: Noerr, Krier, Bryant, Hill, Miller

PASSED: 5-0

Krier asked if this is the first time that this is being done and what prompted this request. Jones responded that to his knowledge this is the first time and that it was prompted by the amount of respiratory and allergy issues of staff working in the building.

**14. RENEWAL OF THE TAFT CITY SCHOOLS SCHOOL RESOURCE OFFICER MOU**

Motion: Moved by Hill, seconded by Krier to approve the MOU and authorize the City Manager and Police Chief to sign.

AYES: Noerr, Krier, Bryant, Hill, Miller  
PASSED: 5-0

Krier commented that he wanted to acknowledge the great partnership the City has with the School District through this program and believes having a Police Officer on campus serves as a positive influence and helps reduce truancy.

Bryant mirrored Krier's statement and added that he was amazed at what a rapport Officer Martinez has built with the kids.

At [7:30:14 PM](#) the regular meeting was recessed to closed session.

**CLOSED SESSION**

- A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Government Code Section 54956.9(b) – two (2) potential cases
- B. CONFERENCE WITH LABOR NEGOTIATOR, CRAIG JONES, CITY MANAGER  
Government Code 54957.6 – All units

- The City Council discussed in closed session those items agendaized for closed session discussion and direction was given to staff. The City Council voted unanimously to authorize the City Manager to execute a settlement agreement with the California Regional Water Quality Control Board Central Valley Region regarding a citation arising from a prior spill.

**ADJOURNMENT-** With no further business to conduct the meeting was adjourned at 8:23 PM.

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Yvette Mayfield  
City Clerk

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Randy Miller  
Mayor



CITY OF TAFT, CA  
 ACCOUNTS PAYABLE CHECK REGISTER

Check Number	Check Date	Type	Vendor Number	Vendor Name	Check Amount
81685	1/2016 12:00:0	PRINTED	354	A T & T	251.47
81686	1/2016 12:00:0	PRINTED	40	A.P.I. PLUMBING	82.98
81687	1/2016 12:00:0	PRINTED	12670	ALL AUTOMATIC TRANSMISSION SERVICE	2,100.00
81688	1/2016 12:00:0	PRINTED	300	ARAMARK CORP.	59,302.58
81689	1/2016 12:00:0	PRINTED	308	P. ARANDA	225.00
81690	1/2016 12:00:0	PRINTED	313	ARTZ WEST SIDE CHEVRON	16.00
81691	1/2016 12:00:0	PRINTED	313	ARTZ WEST SIDE CHEVRON	248.00
81692	1/2016 12:00:0	PRINTED	370	AUSTINS PEST CONTROL	200.00
81693	1/2016 12:00:0	PRINTED	12675	BAKERSFIELD WELL & PUMP CO.	2,050.00
81694	1/2016 12:00:0	PRINTED	437	BC LABORATORIES, INC	887.00
81695	1/2016 12:00:0	PRINTED	646	BINKLEY, TERESA	69.00
81696	1/2016 12:00:0	PRINTED	669	BOB BARKER COMPANY, INC.	2,069.54
81697	1/2016 12:00:0	PRINTED	715	BRIGHT HOUSE NETWORKS	537.91
81698	1/2016 12:00:0	PRINTED	738	BROWN & REICH PETROLEUM INC.	5,068.75
81699	1/2016 12:00:0	PRINTED	868	CALIFORNIA HIGHWAY PATROL	600.00
81700	1/2016 12:00:0	PRINTED	915	CARQUEST AUTO PARTS	766.81
81701	1/2016 12:00:0	PRINTED	1053	CAVES & ASSOCIATES	1,442.70
81702	1/2016 12:00:0	PRINTED	862	CCACC	30.00
81703	1/2016 12:00:0	PRINTED	12810	CODE 3 UNIFORMS	122.53
81704	1/2016 12:00:0	PRINTED	1046	COMMUNICATION ENTERPRISE	1,613.30
81705	1/2016 12:00:0	PRINTED	1035	COOPER'S TRUE VALUE HOME CENTER	1,154.16
81706	1/2016 12:00:0	PRINTED	1117	CORELOGIC INFORMATION SOLUTIONS, I	10.00
81707	1/2016 12:00:0	PRINTED	1113	COTA COLE LLP	803.93
81708	1/2016 12:00:0	PRINTED	1114	COUNTRY AUTO & TRUCK TAFT	188.13
81709	1/2016 12:00:0	PRINTED	12519	CRABTREE, ROBERT	359.93
81710	1/2016 12:00:0	PRINTED	1363	DEPARTMENT OF JUSTICE	566.00
81711	1/2016 12:00:0	PRINTED	1647	ECOLAB	654.65
81712	1/2016 12:00:0	PRINTED	1830	FASTENAL	193.01
81713	1/2016 12:00:0	PRINTED	1845	FEDERAL EXPRESS CORP	37.45
81714	1/2016 12:00:0	PRINTED	1984	FERGUSON ENTERPRISES, INC.	131.81
81715	1/2016 12:00:0	PRINTED	1821	FIA	15.86

CITY OF TAFT, CA  
 ACCOUNTS PAYABLE CHECK REGISTER

Check Number	Check Date	Type	Vendor Number	Vendor Name	Check Amount
81716	/2016 12:00:0	PRINTED	1821	FIA	26.00
81717	/2016 12:00:0	PRINTED	1821	FIA	104.57
81718	/2016 12:00:0	PRINTED	1821	FIA	136.97
81719	/2016 12:00:0	PRINTED	1821	FIA	373.57
81720	/2016 12:00:0	PRINTED	1821	FIA	752.50
81721	/2016 12:00:0	PRINTED	1821	FIA	808.30
81722	/2016 12:00:0	PRINTED	1821	FIA	2,317.81
81723	/2016 12:00:0	PRINTED	1898	FIRST CHOICE SERVICE	102.79
81724	/2016 12:00:0	PRINTED	1898	FIRST CHOICE SERVICE	291.19
81725	/2016 12:00:0	PRINTED	1951	FORT PRESERVATION SOCIETY	350.00
81726	/2016 12:00:0	PRINTED	12650	FRESNO POLICE DEPT. REGIONAL TRAINI	1,023.00
81727	/2016 12:00:0	PRINTED	2031	GEMCARE HEALTH PLAN INC.	618.46
81728	/2016 12:00:0	PRINTED	2061	GOLDEN EMPIRE CONCRETE	536.44
81729	/2016 12:00:0	PRINTED	12294	GOMES, ROBERT	225.00
81730	/2016 12:00:0	PRINTED	2125	BRADY GOMEZ	225.00
81731	/2016 12:00:0	PRINTED	2178	GRIFFITH, VINCENT	300.00
81732	/2016 12:00:0	PRINTED	2225	HACH COMPANY	943.03
81733	/2016 12:00:0	PRINTED	2309	HIGH DESERT WIRELESSS BROADBAND C	21,770.10
81734	/2016 12:00:0	PRINTED	2267	HELT ENGINEERING, INC.	1,295.00
81735	/2016 12:00:0	PRINTED	2314	HOBART SERVICE	1,059.00
81736	/2016 12:00:0	PRINTED	12234	CHRISTOPHER JONES	146.00
81737	/2016 12:00:0	PRINTED	2880	KERN COUNTY FIRE DEPT.	228,573.50
81738	/2016 12:00:0	PRINTED	2928	KERN SANITATION AUTHORITY	80,138.07
81739	/2016 12:00:0	PRINTED	2946	KIWANIS CLUB OF TAFT	201.00
81740	/2016 12:00:0	PRINTED	2946	KIWANIS CLUB OF TAFT	64.50
81741	/2016 12:00:0	PRINTED	3125	LAW OFFICES OF MARTIN D. KOCZANOWI	320.00
81742	/2016 12:00:0	PRINTED	3135	LEAGUE OF CALIF CITIES	4,839.12
81743	/2016 12:00:0	PRINTED	3154	LEXISNEXIS	173.00
81744	/2016 12:00:0	PRINTED	3180	LOWE'S COMPANIES, INC.	876.04
81745	/2016 12:00:0	PRINTED	3219	MAILFINANCE	997.79
81746	/2016 12:00:0	PRINTED	3359	MELO'S GAS & GEAR	192.26

CITY OF TAFT, CA  
ACCOUNTS PAYABLE CHECK REGISTER

Check Number	Check Date	Type	Vendor Number	Vendor Name	Check Amount
81747	/2016 12:00:0	PRINTED	3398	MISSION LINEN SUPPLY	311.52
81748	/2016 12:00:0	PRINTED	12307	MODERN MARKETING	416.56
81749	/2016 12:00:0	PRINTED	3434	MOORE & ASSOCIATES	23.40
81750	/2016 12:00:0	PRINTED	3594	MUTUAL OF OMAHA	422.88
81751	/2016 12:00:0	PRINTED	3947	O'LEARYS OFFICE PRODUCTS	55.85
81752	/2016 12:00:0	PRINTED	3790	OFFICE DEPOT	1,127.01
81753	/2016 12:00:0	PRINTED	4125	PACIFIC GAS & ELECTRIC	37.82
81754	/2016 12:00:0	PRINTED	4427	POWERSTRIDE BATTERY CO. INC.	115.03
81755	/2016 12:00:0	PRINTED	4436	DAVID A. GILL	1,512.02
81756	/2016 12:00:0	PRINTED	4457	PRENTICE & EPPERSON LLP	8,000.00
81757	/2016 12:00:0	PRINTED	4462	PRO FORCE LAW ENFORCEMENT	8,948.64
81758	/2016 12:00:0	PRINTED	4454	PUBLIC EMPLOYEES' RETIREMENT SYSTE	34,740.99
81759	/2016 12:00:0	PRINTED	12811	R. BRUCE WALKER, ED.D	450.00
81760	/2016 12:00:0	PRINTED	12685	RAY MORGAN COMPANY	1,084.67
81761	/2016 12:00:0	PRINTED	4845	RICHLAND CHEVROLET CO.	1,146.99
81762	/2016 12:00:0	PRINTED	5141	SMITH & SON TIRE CO.	79.95
81763	/2016 12:00:0	PRINTED	5142	SPARKLETTS & SIERRA SPRINGS	62.57
81764	/2016 12:00:0	PRINTED	5187	STATEWIDE TRAFFIC SAFETY & SIGNS	397.02
81765	/2016 12:00:0	PRINTED	5195	STERLING CODIFIERS	500.00
81766	/2016 12:00:0	PRINTED	5250	STINSON'S	320.06
81767	/2016 12:00:0	PRINTED	5229	STRADLING YOCCA CARLSON & RAUTH	837.52
81768	/2016 12:00:0	PRINTED	5280	SUPPLYWORKS	1,148.39
81769	/2016 12:00:0	PRINTED	5374	TAFT C.C.F.	3,000.00
81770	/2016 12:00:0	PRINTED	5372	TAFT C.C.F. ITA	8,297.87
81771	/2016 12:00:0	PRINTED	1010	CITY OF TAFT	111.99
81772	/2016 12:00:0	PRINTED	6140	VIBUL TANGPRAPHAPHORN,MD	90.00
81773	/2016 12:00:0	PRINTED	5609	TELEPACIFIC COMMUNICATIONS	44.12
81774	/2016 12:00:0	PRINTED	5609	TELEPACIFIC COMMUNICATIONS	205.93
81775	/2016 12:00:0	PRINTED	5609	TELEPACIFIC COMMUNICATIONS	335.31
81776	/2016 12:00:0	PRINTED	5609	TELEPACIFIC COMMUNICATIONS	434.31
81777	/2016 12:00:0	PRINTED	12950	THE FRIENDS OF THE CARRIZO PLAIN	100.00

CITY OF TAFT, CA  
ACCOUNTS PAYABLE CHECK REGISTER

Check Number	Check Date	Type	Vendor Number	Vendor Name	Check Amount
81778	/2016 12:00:0	PRINTED	5707	TYLER BUSINESS FORMS	284.58
81779	/2016 12:00:0	PRINTED	5801	U.S. BANK	4,600.00
81780	/2016 12:00:0	PRINTED	6104	VERIZON CALIFORNIA	2,008.89
81781	/2016 12:00:0	PRINTED	6105	VERIZON WIRELES	1,467.56
81782	/2016 12:00:0	PRINTED	12232	ADRIENNE VILLARREAL	409.00
81783	/2016 12:00:0	PRINTED	6211	WALDROPS AUTO PARTS	74.56
81784	/2016 12:00:0	PRINTED	6226	WALLACE GROUP	2,370.03
81785	/2016 12:00:0	PRINTED	6400	WEST SIDE URGENT CARE	44,160.29
81786	/2016 12:00:0	PRINTED	6390	WESTEC	280.00
81787	/2016 12:00:0	PRINTED	12680	WILLOW RANCH RESTAURANT LLC.	2,634.29
81788	/2016 12:00:0	PRINTED	6593	XLDENT	40.00
			<b>104 Checks</b>	<b>Cash Account Total:</b>	<b>564,266.13</b>

CITY OF TAFT, CA  
 ACCOUNTS PAYABLE WARRANT REPORT  
 PAID INVOICE LIST

Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
354 - A T & T		9117807-0116	INV	6 12:00:00AM	\$251.47	81685	PD-12/23/15-01/22/16 SRVCS	10421 02200
40 - A.P.I. PLUMBING		1917	INV	6 12:00:00AM	\$10.75	81686	AC-BRASS HOSE	10431 05000
40 - A.P.I. PLUMBING		1922	INV	6 12:00:00AM	\$72.23	81686	MCCF-1-1/2 BLCK PPE/2" L-90	51451 05000
12670 - ALL AUTOMATIC TRANSMISSION SERVICE & REPAIR		27464	INV	6 12:00:00AM	\$2,100.00	81687	TRN-MSTR KIT/TORQ CNVTR/REBUILT PMP	62462 04200
300 - ARAMARK CORP.		200383800-79	INV	6 12:00:00AM	\$53.18	81688	PD-INMT MLSx16 12/10-12/16/15	10421 09000
300 - ARAMARK CORP.		200383800-85	INV	6 12:00:00AM	\$66.48	81688	PD-INMT MLSx20 12/31/15-1/7/16	10421 09000
300 - ARAMARK CORP.		200383800-81	INV	6 12:00:00AM	\$109.69	81688	PD-INMT MLSx33 12/17-12/23	10421 09000
300 - ARAMARK CORP.		200383800-83	INV	6 12:00:00AM	\$113.01	81688	PD-INMT MLSx34 12/24-12/30/15	10421 09000
300 - ARAMARK CORP.		200383800-82	INV	6 12:00:00AM	\$19,363.74	81688	MCCF-INMT MLS 12/24-12/30/15	51451 03020
300 - ARAMARK CORP.		200383800-80	INV	6 12:00:00AM	\$19,508.28	81688	MCCF-INMT MLS 12/17-12/23/15	51451 03020
300 - ARAMARK CORP.		200383800-76	INV	6 12:00:00AM	\$20,088.20	81688	MCCF-INMT MLS 12/3-12/9/15	51451 03020
308 - P. ARANDA		121515	INV	6 12:00:00AM	\$225.00	81689	PD-PER DIEM/FRSNO CA/01/18-01/21/16	10421 02000
313 - ARTZ WEST SIDE CHEVRON		010316	INV	6 12:00:00AM	\$16.00	81690	ADM-CAR WASHESx3	10413 04200
313 - ARTZ WEST SIDE CHEVRON		010316PD	INV	6 12:00:00AM	\$248.00	81691	PD-CAR WASHESx31	10421 04200
370 - AUSTINS PEST CONTROL		121515	INV	6 12:00:00AM	\$13.33	81692	TRN,GAR,ST-12/15 MNTHLY PST	10433 05000
370 - AUSTINS PEST CONTROL		121515	INV	6 12:00:00AM	\$13.33	81692	TRN,GAR,ST-12/15 MNTHLY PST	59459 05000
370 - AUSTINS PEST CONTROL		121515	INV	6 12:00:00AM	\$13.34	81692	TRN,GAR,ST-12/15 MNTHLY PST	62462 05000
370 - AUSTINS PEST CONTROL		122815PD	INV	6 12:00:00AM	\$30.00	81692	PD-MNTHLY PST CNTRL	10421 05000
370 - AUSTINS PEST CONTROL		121015AC	INV	6 12:00:00AM	\$40.00	81692	AC-MNTHLY PST CNTRL	10431 05000
370 - AUSTINS PEST CONTROL		122815MCCF	INV	6 12:00:00AM	\$90.00	81692	MCCF 12/28/15 -BIWKLY PST CNTRL	51451 05000
12675 - BAKERSFIELD WELL & PUMP CO.		15867	INV	6 12:00:00AM	\$2,050.00	81693	WWTP-REMOVE MOTOR/BOOSTER/SCTN	70470 09610
437 - BC LABORATORIES, INC		B221606	INV	6 12:00:00AM	\$70.00	81694	FEDWWTP-COLIFORM	58458 03001
437 - BC LABORATORIES, INC		B222541	INV	6 12:00:00AM	\$70.00	81694	FEDWWTP-COLIFORM	58458 03001

CITY OF TAFT, CA  
 ACCOUNTS PAYABLE WARRANT REPORT  
 PAID INVOICE LIST

Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
437 - BC LABORATORIES, INC		B222944	INV	6 12:00:00AM	\$70.00	81694	FEDWWTP-COLIFORM	58458 03001
437 - BC LABORATORIES, INC		B222772	INV	6 12:00:00AM	\$95.00	81694	FEDWWTP-EC/SUSPNDED SOLD/BOD	58458 03001
437 - BC LABORATORIES, INC		B221829	INV	6 12:00:00AM	\$95.00	81694	FEDWWTP-EC/SUSPNDED SOLID/BOD	58458 03001
437 - BC LABORATORIES, INC		B223110	INV	6 12:00:00AM	\$107.00	81694	FEDWWTP-NITRATE/EC/SUSPNDED SOLID/BOE	58458 03001
437 - BC LABORATORIES, INC		B222178	INV	6 12:00:00AM	\$120.00	81694	WWTP-EC/SUSPNDED SOLID/BOD	70470 03001
437 - BC LABORATORIES, INC		B221859	INV	6 12:00:00AM	\$130.00	81694	WWTP-EC/SUSPNDED SOLD/BOD	70470 03001
437 - BC LABORATORIES, INC		B223131	INV	6 12:00:00AM	\$130.00	81694	WWTP-EC/SUSPNDED SOLD/BOD	70470 03001
646 - BINKLEY, TERESA		010516	INV	6 12:00:00AM	\$69.00	81695	FIN-PER DIEM/FRSNO CA/02/01-02/02/16	10419 02000
669 - BOB BARKER COMPANY, INC.		UT1000370293	INV	6 12:00:00AM	\$50.68	81696	MCCF-TOP, UNSX THRML 3XL	51451 08000
669 - BOB BARKER COMPANY, INC.		UT1000370991	INV	6 12:00:00AM	\$59.13	81696	MCCF-SHOE,BLCK,SZ 8,9,10	51451 06900
669 - BOB BARKER COMPANY, INC.		UT1000370561	INV	6 12:00:00AM	\$103.20	81696	MCCF-SHOE,BLCK, 8	51451 08000
669 - BOB BARKER COMPANY, INC.		UT1000371060	INV	6 12:00:00AM	\$146.20	81696	MCCF-TSHRT NVY XL	51451 08000
669 - BOB BARKER COMPANY, INC.		UT1000371237	INV	6 12:00:00AM	\$770.78	81696	MCCF-SPRY, OC PPR SPRY	51451 06730
669 - BOB BARKER COMPANY, INC.		UT1000370991	INV	6 12:00:00AM	\$939.55	81696	MCCF-SHOE,BLCK,SZ 8,9,10	51451 08000
715 - BRIGHT HOUSE NETWORKS		063467500116	INV	6 12:00:00AM	\$72.94	81697	TRN,GAR,ST-01/07-02/06/16 INTRNT SRVCS	10413 02200
715 - BRIGHT HOUSE NETWORKS		063467500116	INV	6 12:00:00AM	\$72.94	81697	TRN,GAR,ST-01/07-02/06/16 INTRNT SRVCS	59459 02200
715 - BRIGHT HOUSE NETWORKS		063467500116	INV	6 12:00:00AM	\$72.95	81697	TRN,GAR,ST-01/07-02/06/16 INTRNT SRVCS	62462 02200
715 - BRIGHT HOUSE NETWORKS		0637873010116	INV	6 12:00:00AM	\$95.32	81697	PD-12/30-01/29/16 INTRNT SRVCS	10421 02200
715 - BRIGHT HOUSE NETWORKS		064052300116	INV	6 12:00:00AM	\$223.76	81697	MCCF-01/2016 INTRNT SRVCS	51451 02200
738 - BROWN & REICH PETROLEUM INC.		24243	INV	6 12:00:00AM	\$29.49	81698	BLD-12/17/15 FUEL USAGE	10424 04250
738 - BROWN & REICH PETROLEUM INC.		24245	INV	6 12:00:00AM	\$50.12	81698	CCF-12/21/15 FUEL USAGE	51451 04250
738 - BROWN & REICH PETROLEUM INC.		24246	INV	6 12:00:00AM	\$57.68	81698	PD,AC-12/15-12/31/15 FUEL USAGE	10431 04250
738 - BROWN & REICH PETROLEUM INC.		24244	INV	6 12:00:00AM	\$214.92	81698	CVC,ST,TRN-12/16-12/31/15 FUEL USAGE	10416 04250

CITY OF TAFT, CA  
 ACCOUNTS PAYABLE WARRANT REPORT  
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Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
738 - BROWN & REICH PETROLEUM INC.		24244	INV	6 12:00:00AM	\$401.46	81698	CVC,ST,TRN-12/16-12/31/15 FUEL USAGE	10433 04250
738 - BROWN & REICH PETROLEUM INC.		24246	INV	6 12:00:00AM	\$1,102.46	81698	PD,AC-12/15-12/31/15 FUEL USAGE	10421 04250
738 - BROWN & REICH PETROLEUM INC.		1174280	INV	6 12:00:00AM	\$1,439.77	81698	GAR-CLEAR BULK/DSL	59459 04250
738 - BROWN & REICH PETROLEUM INC.		24244	INV	6 12:00:00AM	\$1,772.85	81698	CVC,ST,TRN-12/16-12/31/15 FUEL USAGE	62462 04250
868 - CALIFORNIA HIGHWAY PATROL		011216	INV	6 12:00:00AM	\$600.00	81699	TRN-VEHICLE INSPECTION	62462 02501
915 - CARQUEST AUTO PARTS		7305-190331	INV	6 12:00:00AM	\$4.43	81700	CE-3 PLG-U-GROOVE	10416 04200
915 - CARQUEST AUTO PARTS		7305-189901	INV	6 12:00:00AM	\$4.91	81700	CC-PRIMER BULB	10416 04200
915 - CARQUEST AUTO PARTS		7305-190339	INV	6 12:00:00AM	\$6.02	81700	CE-1 STT LAMP	10416 04200
915 - CARQUEST AUTO PARTS		7305-190612	INV	6 12:00:00AM	\$11.93	81700	T-15 OIL/AIR FLTR	62462 04200
915 - CARQUEST AUTO PARTS		7305-190144	INV	6 12:00:00AM	\$11.93	81700	T-21 OIL/AIR FLTR	62462 04200
915 - CARQUEST AUTO PARTS		7305-189948	INV	6 12:00:00AM	\$11.93	81700	T-22 AIR/OIL FLTR	62462 04200
915 - CARQUEST AUTO PARTS		7305-190611	INV	6 12:00:00AM	\$11.93	81700	T-23 OIL/AIR FLTR	62462 04200
915 - CARQUEST AUTO PARTS		7305-189951	INV	6 12:00:00AM	\$24.57	81700	T-24/T-25 SWC BLK/GRY/CRM	62462 04200
915 - CARQUEST AUTO PARTS		7305-190197	INV	6 12:00:00AM	\$26.50	81700	MS-3 EXHAUST FLUID/HEADLGHT/BSHNG	61461 04200
915 - CARQUEST AUTO PARTS		7305-189949	INV	6 12:00:00AM	\$27.27	81700	T-14 OIL/AIR FLTR	62462 04200
915 - CARQUEST AUTO PARTS		7305-190630	INV	6 12:00:00AM	\$37.71	81700	M-29 DISTRIBTR CAP/ROTOR	10433 04200
915 - CARQUEST AUTO PARTS		7305-189900	INV	6 12:00:00AM	\$37.75	81700	M-28 WIPER BLADE	10433 04200
915 - CARQUEST AUTO PARTS		7305-189923	INV	6 12:00:00AM	\$43.33	81700	T-14 BALL BEARNG	62462 04200
915 - CARQUEST AUTO PARTS		7305-190478	INV	6 12:00:00AM	\$66.24	81700	M-31 WIPER MOTOR	10433 04200
915 - CARQUEST AUTO PARTS		7305-190610	INV	6 12:00:00AM	\$79.02	81700	CC-17 OIL/AIR/FUEL/EXHAUST FLTR	51451 04200
915 - CARQUEST AUTO PARTS		7305-190607	INV	6 12:00:00AM	\$94.85	81700	M-29 REMAN STRTR	10433 04200
915 - CARQUEST AUTO PARTS		7305-189834	INV	6 12:00:00AM	\$128.00	81700	T-17 BRKE PAD/ROTOR	62462 04200
915 - CARQUEST AUTO PARTS		7305-190559	INV	6 12:00:00AM	\$158.27	81700	M-29 NEW STRTR	10433 04200

CITY OF TAFT, CA  
 ACCOUNTS PAYABLE WARRANT REPORT  
 PAID INVOICE LIST

Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
915 - CARQUEST AUTO PARTS		7305-190553	INV	6 12:00:00AM	\$178.01	81700	M-29 ALTERNTR	10433 04200
915 - CARQUEST AUTO PARTS		7305-190141	INV	6 12:00:00AM	\$186.23	81700	CE-2 STARTER	10416 04200
915 - CARQUEST AUTO PARTS		7305-190560	CRM	6 12:00:00AM	-\$178.01	81700	M-29 ALTERNTR	10433 04200
915 - CARQUEST AUTO PARTS		7305-190564	CRM	6 12:00:00AM	-\$158.27	81700	M-29 NEW STRTR	10433 04200
915 - CARQUEST AUTO PARTS		7305-189956	CRM	6 12:00:00AM	-\$40.62	81700	T-14 CNTR SUPPORT BEARNG	62462 04200
915 - CARQUEST AUTO PARTS		7305-190199	CRM	6 12:00:00AM	-\$4.41	81700	MS-3 LGHT BULB/HEADLGHT	61461 04200
915 - CARQUEST AUTO PARTS		7305-189926	CRM	6 12:00:00AM	-\$2.71	81700	T-14 CNTR SUPPRT BEARNG	62462 04200
1053 - CAVES & ASSOCIATES		15-288	INV	6 12:00:00AM	\$1,442.70	81701	CTY ATT-MEETNGS/MLGE/TELECNFRNCE	10414 03002
862 - CCACC		010616	INV	6 12:00:00AM	\$30.00	81702	CTY CLK-CCCA MEETING/FRENZO CA	10412 02000
12810 - CODE 3 UNIFORMS		9332	INV	6 12:00:00AM	\$122.53	81703	PD-MIDNGT NVY	10421 09500
1046 - COMMUNICATION ENTERPRISE		1086397	INV	6 12:00:00AM	\$250.00	81704	PD-SITE RENTAL JAN 2016	10421 09850
1046 - COMMUNICATION ENTERPRISE		1086308	INV	6 12:00:00AM	\$425.80	81704	PD-POWER SUPPLY	10421 05000
1046 - COMMUNICATION ENTERPRISE		161244	INV	6 12:00:00AM	\$937.50	81704	PD-TEAVEL/TECH #66	10421 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		343712	INV	6 12:00:00AM	\$2.26	81705	ST-NUTS&BOLTS	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		343903	INV	6 12:00:00AM	\$3.00	81705	CVC-TOG SWITCH	10416 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		343960	INV	6 12:00:00AM	\$4.72	81705	ST-BRASS 45 ST ELL	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		343838	INV	6 12:00:00AM	\$5.00	81705	PD-CARPET DRYER	10421 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		344303	INV	6 12:00:00AM	\$5.46	81705	CVC-HP DPLX OUTLET/WALL PLTE	10416 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		343308	INV	6 12:00:00AM	\$5.90	81705	ST-HD STAPLE	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		343733	INV	6 12:00:00AM	\$7.48	81705	PD-KEY/KEY RINGS	10421 09500
1035 - COOPER'S TRUE VALUE HOME CENTER		343934	INV	6 12:00:00AM	\$11.81	81705	CVC-POTTING MIX	10416 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		343803	INV	6 12:00:00AM	\$13.96	81705	PD-RAID FOGGER	10421 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		344149	INV	6 12:00:00AM	\$15.58	81705	MCCF-BLK IMP STL PPE	51451 05000

CITY OF TAFT, CA  
 ACCOUNTS PAYABLE WARRANT REPORT  
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Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
1035 - COOPER'S TRUE VALUE HOME CENTER		343671	INV	6 12:00:00AM	\$18.26	81705	PD-FOAM EAR PLUGS	10421 02000
1035 - COOPER'S TRUE VALUE HOME CENTER		344387	INV	6 12:00:00AM	\$19.32	81705	ST-HEX ROD CAULKER/ROOF CEMENT	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		344305	INV	6 12:00:00AM	\$23.64	81705	CVC-GRIPNGRAP EXT REACH	10416 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		344342	INV	6 12:00:00AM	\$24.71	81705	CVC-CARB GAS CAN	10416 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		344247	INV	6 12:00:00AM	\$40.83	81705	PD-SURGE PROTECTOR	10421 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		343957	INV	6 12:00:00AM	\$51.86	81705	MCCF-MT BLL HXKY ST/SPRY ADHSV	51451 06950
1035 - COOPER'S TRUE VALUE HOME CENTER		343273	INV	6 12:00:00AM	\$51.88	81705	CVC-WHT CHIP BRUSH/ROOF PATCH	10416 04999
1035 - COOPER'S TRUE VALUE HOME CENTER		343651	INV	6 12:00:00AM	\$52.00	81705	CVC-BANQUET CHAIR	10416 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		343922	INV	6 12:00:00AM	\$52.04	81705	MCCF-CLR GLSS FNSH	51451 06900
1035 - COOPER'S TRUE VALUE HOME CENTER		344379	INV	6 12:00:00AM	\$53.72	81705	CVC-BLK STL BOOTS/JCKET	10416 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		344518	INV	6 12:00:00AM	\$66.09	81705	PD-DEEP BASE/PASTEL BASE PAINTS	10421 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		343616	INV	6 12:00:00AM	\$111.19	81705	PD-DGLS FIR/BIT/MSK TPE/PHLLPS/WATER	10421 02000
1035 - COOPER'S TRUE VALUE HOME CENTER		344065	INV	6 12:00:00AM	\$150.10	81705	MCCF-GAS FLX MBLE HME/FLL PRT BLL VLVE	51451 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		343318	INV	6 12:00:00AM	\$363.35	81705	PSNL-PORT HEATER/BLK GRILL/TABLE	10420 02625
1117 - CORELOGIC INFORMATION SOLUTIONS, INC.		81648333	INV	6 12:00:00AM	\$10.00	81706	ADM-REAL QUEST	10413 06000
1113 - COTA COLE LLP		21505	INV	6 12:00:00AM	\$70.04	81707	CTY ATT-SIERRA CLUB	10414 03029
1113 - COTA COLE LLP		21576	INV	6 12:00:00AM	\$111.00	81707	CTY ATT-MCHL WLLMS/CLLCTNS DEED OF TR	10414 10002
1113 - COTA COLE LLP		21227	INV	6 12:00:00AM	\$197.40	81707	CTY ATT-MCHL WLLMS/CLLCTNS	10414 10002
1113 - COTA COLE LLP		21506	INV	6 12:00:00AM	\$425.49	81707	CTY ATT-CA DEPT OF CRRCTNS & REHAB	10414 03004
1114 - COUNTRY AUTO & TRUCK TAFT		574190	INV	6 12:00:00AM	\$12.41	81708	M-31 TIRE VALVE	10433 04200
1114 - COUNTRY AUTO & TRUCK TAFT		573490	INV	6 12:00:00AM	\$13.85	81708	ST-RNG TERMNL	10433 06200
1114 - COUNTRY AUTO & TRUCK TAFT		574051	INV	6 12:00:00AM	\$161.87	81708	M-38-SHOCK REAR	10433 04200
12519 - CRABTREE, ROBERT		011116	INV	6 12:00:00AM	\$359.93	81709	CRABTREE-REFUNDED	09000 00201

CITY OF TAFT, CA  
 ACCOUNTS PAYABLE WARRANT REPORT  
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Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
1363 - DEPARTMENT OF JUSTICE		139942	INV	6 12:00:00AM	\$51.00	81710	CCF/TRST-FNGRPRNTS/PCE OFFCRS/CCW INTL	51451 03070
1363 - DEPARTMENT OF JUSTICE		139942	INV	6 12:00:00AM	\$515.00	81710	CCF/TRST-FNGRPRNTS/PCE OFFCRS/CCW INTL	78000 00330
1647 - ECOLAB		0591716	INV	6 12:00:00AM	\$654.65	81711	MCCF-ECO CRE LT DETERG 15 GL	51451 06700
1830 - FASTENAL		CATAF31338	INV	6 12:00:00AM	\$16.11	81712	CVC-XL BLK GLVS	10416 06200
1830 - FASTENAL		CATAF31334	INV	6 12:00:00AM	\$21.18	81712	FEDWWTP-S/S HCS	58458 06200
1830 - FASTENAL		CATAF31345	INV	6 12:00:00AM	\$27.53	81712	ST-LG BL PWD GLVS	10433 06200
1830 - FASTENAL		CATAF31328	INV	6 12:00:00AM	\$38.36	81712	FEDWWTP-NYLOKNUT/HCS/FW3/8x7/8	58458 06200
1830 - FASTENAL		CATAF31223	INV	6 12:00:00AM	\$110.85	81712	MCCF-CT GRD GLVS/ CVRALLS	51451 06730
1830 - FASTENAL		CATAF31333	CRM	6 12:00:00AM	-\$12.90	81712	FEDWWTP-S/S HCS	58458 06200
1830 - FASTENAL		CATAF31332	CRM	6 12:00:00AM	-\$8.12	81712	FEDWWTP-NYLOKNUT	58458 06200
1845 - FEDERAL EXPRESS CORP		5-275-00054	INV	6 12:00:00AM	\$10.30	81713	PSNL-POSTAGE	10420 06500
1845 - FEDERAL EXPRESS CORP		5-281-41376	INV	6 12:00:00AM	\$27.15	81713	PSNL SRVC-POSTAGE	65465 06500
1984 - FERGUSON ENTERPRISES,INC.		2775876-1	INV	6 12:00:00AM	\$131.81	81714	MCCF- DELIMER/DIAL THRM	51451 05000
1821 - FIA		1769-JAN16	INV	6 12:00:00AM	\$15.86	81715	1821-CRPNTR-PNSL/MTRN/SPICES	10421 06000
1821 - FIA		5748-JAN16	INV	6 12:00:00AM	\$26.00	81716	5748-STPLS-SURVEYMONKY	10415 09500
1821 - FIA		7764-JAN16	INV	6 12:00:00AM	\$44.00	81717	7764-ARNDA-FUEL	36421 02000
1821 - FIA		7764-JAN16	INV	6 12:00:00AM	\$60.57	81717	7764-ARNDA-FUEL	10421 04250
1821 - FIA		2684-JAN16	INV	6 12:00:00AM	\$136.97	81718	2684-LOWE-FOOD	10420 02625
1821 - FIA		0061-JAN16	INV	6 12:00:00AM	\$130.00	81719	0061-MYFLD-FOOD/CTY CLRK MMBRHSP	10412 02100
1821 - FIA		0061-JAN16	INV	6 12:00:00AM	\$243.57	81719	0061-MYFLD-FOOD/CTY CLRK MMBRHSP	10411 09500
1821 - FIA		7117-JAN16	INV	6 12:00:00AM	\$752.50	81720	7117-JONES-RIFFLE	10420 02625
1821 - FIA		3135-JAN16	INV	6 12:00:00AM	\$30.10	81721	3135-DOLRTREE/FLOWERS/LODGING	10420 02625
1821 - FIA		3135-JAN16	INV	6 12:00:00AM	\$55.85	81721	3135-DOLRTREE/FLOWERS/LODGING	10420 02625

CITY OF TAFT, CA  
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Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
1821 - FIA		3135-JAN16	INV	6 12:00:00AM	\$72.35	81721	3135-DOLRTREE/FLOWERS/LODGING	10411 09500
1821 - FIA		3135-JAN16	INV	6 12:00:00AM	\$650.00	81721	3135-DOLRTREE/FLOWERS/LODGING	10413 02000
1821 - FIA		6509-JAN16	INV	6 12:00:00AM	\$60.75	81722	6509-BOYER-RN JCKT/BST RNTLS/MRDER MYS	10420 06000
1821 - FIA		6509-JAN16	INV	6 12:00:00AM	\$69.28	81722	6509-BOYER-RN JCKT/BST RNTLS/MRDER MYS	10420 09500
1821 - FIA		6509-JAN16	INV	6 12:00:00AM	\$350.39	81722	6509-BOYER-RN JCKT/BST RNTLS/MRDER MYS	10433 06200
1821 - FIA		6509-JAN16	INV	6 12:00:00AM	\$373.42	81722	6509-BOYER-RN JCKT/BST RNTLS/MRDER MYS	10413 06000
1821 - FIA		6509-JAN16	INV	6 12:00:00AM	\$1,463.97	81722	6509-BOYER-RN JCKT/BST RNTLS/MRDER MYS	10420 02625
1898 - FIRST CHOICE SERVICE		330770	INV	6 12:00:00AM	\$34.26	81723	TRN,GAR,ST-12/23/15 CFFEE SRVC	10433 06000
1898 - FIRST CHOICE SERVICE		330770	INV	6 12:00:00AM	\$34.26	81723	TRN,GAR,ST-12/23/15 CFFEE SRVC	59459 06000
1898 - FIRST CHOICE SERVICE		330770	INV	6 12:00:00AM	\$34.27	81723	TRN,GAR,ST-12/23/15 CFFEE SRVC	62462 06000
1898 - FIRST CHOICE SERVICE		330775	INV	6 12:00:00AM	\$18.38	81724	ADM,PLG,FIN,CVC-12/23/15 CFFEE SRVCS	10419 06000
1898 - FIRST CHOICE SERVICE		330775	INV	6 12:00:00AM	\$18.39	81724	ADM,PLG,FIN,CVC-12/23/15 CFFEE SRVCS	10416 06000
1898 - FIRST CHOICE SERVICE		330775	INV	6 12:00:00AM	\$36.66	81724	ADM,PLG,FIN,CVC-12/23/15 CFFEE SRVCS	10413 06000
1898 - FIRST CHOICE SERVICE		330775	INV	6 12:00:00AM	\$36.66	81724	ADM,PLG,FIN,CVC-12/23/15 CFFEE SRVCS	10415 06000
1898 - FIRST CHOICE SERVICE		330771	INV	6 12:00:00AM	\$181.10	81724	MCCF-12/23/15 CFFEE SRVC	51451 06000
1951 - FORT PRESERVATION SOCIETY		012816	INV	6 12:00:00AM	\$350.00	81725	CC-FORT PRESVTN/5 DNNR TCKTS/YRLY MMB	10411 09200
12650 - FRESNO POLICE DEPT. REGIONAL TRAINING CENTER		RTC0001605	INV	6 12:00:00AM	\$1,023.00	81726	PD-POST PERSH TRNG01/19-01/21/16	10421 02000
2031 - GEMCARE HEALTH PLAN INC.		0145084	INV	6 12:00:00AM	\$1.23	81727	AUG HEALTH INSURANCE PREMIUMS/BALANC	70470 01445
2031 - GEMCARE HEALTH PLAN INC.		0145084	INV	6 12:00:00AM	\$1.24	81727	AUG HEALTH INSURANCE PREMIUMS/BALANC	38438 01445
2031 - GEMCARE HEALTH PLAN INC.		0145084	INV	6 12:00:00AM	\$1.24	81727	AUG HEALTH INSURANCE PREMIUMS/BALANC	58458 01445
2031 - GEMCARE HEALTH PLAN INC.		0145084	INV	6 12:00:00AM	\$1.24	81727	AUG HEALTH INSURANCE PREMIUMS/BALANC	60460 01445
2031 - GEMCARE HEALTH PLAN INC.		0145084	INV	6 12:00:00AM	\$4.33	81727	AUG HEALTH INSURANCE PREMIUMS/BALANC	61461 01445
2031 - GEMCARE HEALTH PLAN INC.		0145084	INV	6 12:00:00AM	\$4.95	81727	AUG HEALTH INSURANCE PREMIUMS/BALANC	65465 01445

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Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
2031 - GEMCARE HEALTH PLAN INC.		0145084	INV	6 12:00:00AM	\$11.13	81727	AUG HEALTH INSURANCE PREMIUMS/BALANC	10416 01445
2031 - GEMCARE HEALTH PLAN INC.		0145084	INV	6 12:00:00AM	\$12.37	81727	AUG HEALTH INSURANCE PREMIUMS/BALANC	10424 01445
2031 - GEMCARE HEALTH PLAN INC.		0145084	INV	6 12:00:00AM	\$12.37	81727	AUG HEALTH INSURANCE PREMIUMS/BALANC	10425 01445
2031 - GEMCARE HEALTH PLAN INC.		0145084	INV	6 12:00:00AM	\$12.37	81727	AUG HEALTH INSURANCE PREMIUMS/BALANC	10431 01445
2031 - GEMCARE HEALTH PLAN INC.		0145084	INV	6 12:00:00AM	\$12.37	81727	AUG HEALTH INSURANCE PREMIUMS/BALANC	59459 01445
2031 - GEMCARE HEALTH PLAN INC.		0145084	INV	6 12:00:00AM	\$24.74	81727	AUG HEALTH INSURANCE PREMIUMS/BALANC	50450 01445
2031 - GEMCARE HEALTH PLAN INC.		0145084	INV	6 12:00:00AM	\$53.19	81727	AUG HEALTH INSURANCE PREMIUMS/BALANC	62462 01445
2031 - GEMCARE HEALTH PLAN INC.		0145084	INV	6 12:00:00AM	\$57.52	81727	AUG HEALTH INSURANCE PREMIUMS/BALANC	10419 01445
2031 - GEMCARE HEALTH PLAN INC.		0145084	INV	6 12:00:00AM	\$117.51	81727	AUG HEALTH INSURANCE PREMIUMS/BALANC	10421 01445
2031 - GEMCARE HEALTH PLAN INC.		0145084	INV	6 12:00:00AM	\$290.66	81727	AUG HEALTH INSURANCE PREMIUMS/BALANC	51451 01445
2061 - GOLDEN EMPIRE CONCRETE		95379	INV	6 12:00:00AM	\$536.44	81728	ST-CHURCH&PLGRM-CONCRETE	10433 06200
12294 - GOMES, ROBERT		121515	INV	6 12:00:00AM	\$225.00	81729	PD-PER DIEM/GOMES/FRESNO CA 01/19-01/21/1	10421 02000
2125 - BRADY GOMEZ		121315	INV	6 12:00:00AM	\$225.00	81730	PD-PER DIEM/FRSN CA/01/18-01/21/16	10421 02000
2178 - GRIFFITH, VINCENT		213	INV	6 12:00:00AM	\$300.00	81731	CC-12/15/15 CC MTG FLMNG	10411 03001
2225 - HACH COMPANY		9715599	INV	6 12:00:00AM	\$46.77	81732	FEDWWTP-DPD IND SOLN	58458 06500
2225 - HACH COMPANY		9708512	INV	6 12:00:00AM	\$69.40	81732	FEDWWTP-SULFURIC ACID	58458 06500
2225 - HACH COMPANY		9711426	INV	6 12:00:00AM	\$97.93	81732	FEDWWTP-FLTR/25MM PK/100	58458 06500
2225 - HACH COMPANY		9707447	INV	6 12:00:00AM	\$728.93	81732	FEDWWTP-GEL PROBE/RUGGED/CBL/BUFFR SC	58458 04000
2309 - HIGH DESERT WIRELESSS BROADBAND COMMUNICATIONS		40270	INV	5 12:00:00AM	\$8,970.10	81733	PD-TROY TRNK STG GUN BOX/INVERTER/CRG	10521 10002
2309 - HIGH DESERT WIRELESSS BROADBAND COMMUNICATIONS		40280	INV	6 12:00:00AM	\$1,200.00	81733	CCF,PD,FIN-12/15 CONTRACT	51451 04150
2309 - HIGH DESERT WIRELESSS BROADBAND COMMUNICATIONS		40268	INV	6 12:00:00AM	\$1,560.00	81733	CCF,PD,FIN-11/15 CONTRACT	51451 04150
2309 - HIGH DESERT WIRELESSS BROADBAND COMMUNICATIONS		40268	INV	6 12:00:00AM	\$1,760.00	81733	CCF,PD,FIN-11/15 CONTRACT	10421 04150
2309 - HIGH DESERT WIRELESSS BROADBAND COMMUNICATIONS		40280	INV	6 12:00:00AM	\$2,060.00	81733	CCF,PD,FIN-12/15 CONTRACT	10421 04150

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Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
2309 - HIGH DESERT WIRELESSS BROADBAND COMMUNICATIONS		40268	INV	6 12:00:00AM	\$3,080.00	81733	CCF,PD,FIN-11/15 CONTRACT	10419 04150
2309 - HIGH DESERT WIRELESSS BROADBAND COMMUNICATIONS		40280	INV	6 12:00:00AM	\$3,140.00	81733	CCF,PD,FIN-12/15 CONTRACT	10419 04150
2267 - HELT ENGINEERING, INC.		15-513	INV	6 12:00:00AM	\$532.50	81734	ST-RAILS TO TRAILS PHASE IV	10733 00017
2267 - HELT ENGINEERING, INC.		15-512	INV	6 12:00:00AM	\$762.50	81734	ST-CENTER ST RECON	10733 00021
2314 - HOBART SERVICE		32293616	INV	6 12:00:00AM	\$197.50	81735	MCCF-10/28 LBR CHR	51451 04000
2314 - HOBART SERVICE		32364772	INV	6 12:00:00AM	\$861.50	81735	MCCF-KTCHN MXR PRS & SRVC	51451 04000
12234 - CHRISTOPHER JONES		120815	INV	6 12:00:00AM	\$146.00	81736	ADM-PER DIEM/JONES/INDIAN WELLS CA 02/03	10413 02000
2880 - KERN COUNTY FIRE DEPT.		16-000208	INV	6 12:00:00AM	\$114,286.75	81737	SECOND QTR FY15/16 FIRE PROTCTN SRV	10422 09999
2880 - KERN COUNTY FIRE DEPT.		16-000209	INV	6 12:00:00AM	\$114,286.75	81737	THIRD QTR FY15/16 FIRE PROTCTN SRV	10422 09999
2928 - KERN SANITATION AUTHORITY		04056	INV	6 12:00:00AM	\$30.80	81738	FEDWWTP-KSA OCT 15	58458 09999
2928 - KERN SANITATION AUTHORITY		04055	INV	6 12:00:00AM	\$52.50	81738	WWTP-KSA OCT 15	70470 09999
2928 - KERN SANITATION AUTHORITY		04057	INV	6 12:00:00AM	\$736.31	81738	SWR-KSA OCT 15	60460 09999
2928 - KERN SANITATION AUTHORITY		04050	INV	6 12:00:00AM	\$9,950.66	81738	WWTP-KDS NOV 15	70470 09999
2928 - KERN SANITATION AUTHORITY		04045	INV	6 12:00:00AM	\$11,310.14	81738	SWR-KSA OCT 15	60460 09999
2928 - KERN SANITATION AUTHORITY		04054	INV	6 12:00:00AM	\$11,859.02	81738	SWR-KSA NOV 15	60460 09999
2928 - KERN SANITATION AUTHORITY		04052	INV	6 12:00:00AM	\$12,123.91	81738	FEDWWTP-KSA NOV 15	58458 09999
2928 - KERN SANITATION AUTHORITY		04041	INV	6 12:00:00AM	\$15,099.19	81738	WWTP-EQUIPMNT/LABR/OVRHD	70470 09999
2928 - KERN SANITATION AUTHORITY		04043	INV	6 12:00:00AM	\$18,975.54	81738	FEDWWTP-KSA OCT 15	58458 09999
2946 - KIWANIS CLUB OF TAFT		16112	INV	6 12:00:00AM	\$67.00	81739	CTY CLK-MAYFIELD-LUNCHES-ANN SRV	10412 02100
2946 - KIWANIS CLUB OF TAFT		16107	INV	6 12:00:00AM	\$67.00	81739	AC-JONES-DEC 15 LUNCHES/ANN SRV	10413 02100
2946 - KIWANIS CLUB OF TAFT		16092	INV	6 12:00:00AM	\$67.00	81739	PSNL-BOYER-DEC LUNCHES	10420 02100
2946 - KIWANIS CLUB OF TAFT		16129	INV	6 12:00:00AM	\$64.50	81740	PD-WHTNG-LNCHS DEC 15/QTRLY MMBRSHP I	10421 02100
3125 - LAW OFFICES OF MARTIN D. KOCZANOWICZ		784	INV	6 12:00:00AM	\$320.00	81741	PRF EXP-10/31 PRFSSNAL SRV	67467 03000

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3135 - LEAGUE OF CALIF CITIES		158582	INV	6 12:00:00AM	\$4,839.12	81742	CC-MMBERSHIP 2016/LITIGATION CHARG	10411 02100
3154 - LEXISNEXIS		1512439249	INV	6 12:00:00AM	\$173.00	81743	CCF-LEXINEXIS/RELATED CHARG	51451 02100
3180 - LOWE'S COMPANIES, INC.		7159910-1215	INV	6 12:00:00AM	\$30.59	81744	TRN,ST,CCF-TOOLS/JMP STRT/CABLES	62462 04200
3180 - LOWE'S COMPANIES, INC.		7159910-1215	INV	6 12:00:00AM	\$281.31	81744	TRN,ST,CCF-TOOLS/JMP STRT/CABLES	10433 06200
3180 - LOWE'S COMPANIES, INC.		7159910-1215	INV	6 12:00:00AM	\$564.14	81744	TRN,ST,CCF-TOOLS/JMP STRT/CABLES	51451 05000
3219 - MAILFINANCE		N5704763	INV	6 12:00:00AM	\$997.79	81745	MCCF-1/31-4/29/16 LEASE PYMNT	51451 06500
3359 - MELO'S GAS & GEAR		10235939	INV	6 12:00:00AM	\$192.26	81746	MCCF-WTR HTR INSTLL DRMS	51451 04000
3398 - MISSION LINEN SUPPLY		501558447	INV	6 12:00:00AM	\$25.00	81747	PD-MATS	10421 05000
3398 - MISSION LINEN SUPPLY		501601474	INV	6 12:00:00AM	\$25.00	81747	PD-MATS	10421 05000
3398 - MISSION LINEN SUPPLY		501647456	INV	6 12:00:00AM	\$82.07	81747	CVC-TOWELS/MATS/DUST MOP	10416 06400
3398 - MISSION LINEN SUPPLY		501647454	INV	6 12:00:00AM	\$84.52	81747	CVC-TOWELS/MATS/BATT BLK	10416 06400
3398 - MISSION LINEN SUPPLY		501647455	INV	6 12:00:00AM	\$94.93	81747	CVC-TOWELS/MATS/DUST MOP	10416 06400
12307 - MODERN MARKETING		MM1113391	INV	6 12:00:00AM	\$416.56	81748	PD-STICKER/TSHIRT	10421 06000
3434 - MOORE & ASSOCIATES		15:3378	INV	6 12:00:00AM	\$23.40	81749	TRN-DAR ID CARDS OCT/NOV 15	62462 03001
3594 - MUTUAL OF OMAHA		000454363204	INV	6 12:00:00AM	\$0.30	81750	01/16 LIFE INSURANCE	38438 01441
3594 - MUTUAL OF OMAHA		000454363204	INV	6 12:00:00AM	\$0.90	81750	01/16 LIFE INSURANCE	10432 01441
3594 - MUTUAL OF OMAHA		000454363204	INV	6 12:00:00AM	\$0.90	81750	01/16 LIFE INSURANCE	53453 01441
3594 - MUTUAL OF OMAHA		000454363204	INV	6 12:00:00AM	\$1.95	81750	01/16 LIFE INSURANCE	58458 01441
3594 - MUTUAL OF OMAHA		000454363204	INV	6 12:00:00AM	\$1.95	81750	01/16 LIFE INSURANCE	70470 01441
3594 - MUTUAL OF OMAHA		000454363204	INV	6 12:00:00AM	\$2.10	81750	01/16 LIFE INSURANCE	60460 01441
3594 - MUTUAL OF OMAHA		000454363204	INV	6 12:00:00AM	\$2.70	81750	01/16 LIFE INSURANCE	67467 01441
3594 - MUTUAL OF OMAHA		000454363204	INV	6 12:00:00AM	\$3.00	81750	01/16 LIFE INSURANCE	10424 01441
3594 - MUTUAL OF OMAHA		000454363204	INV	6 12:00:00AM	\$3.00	81750	01/16 LIFE INSURANCE	10425 01441

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3594 - MUTUAL OF OMAHA		000454363204	INV	6 12:00:00AM	\$3.15	81750	01/16 LIFE INSURANCE	10412 01441
3594 - MUTUAL OF OMAHA		000454363204	INV	6 12:00:00AM	\$4.50	81750	01/16 LIFE INSURANCE	61461 01441
3594 - MUTUAL OF OMAHA		000454363204	INV	6 12:00:00AM	\$5.70	81750	01/16 LIFE INSURANCE	10416 01441
3594 - MUTUAL OF OMAHA		000454363204	INV	6 12:00:00AM	\$6.00	81750	01/16 LIFE INSURANCE	10431 01441
3594 - MUTUAL OF OMAHA		000454363204	INV	6 12:00:00AM	\$6.00	81750	01/16 LIFE INSURANCE	59459 01441
3594 - MUTUAL OF OMAHA		000454363204	INV	6 12:00:00AM	\$7.77	81750	01/16 LIFE INSURANCE	10420 01441
3594 - MUTUAL OF OMAHA		000454363204	INV	6 12:00:00AM	\$9.00	81750	01/16 LIFE INSURANCE	50450 01441
3594 - MUTUAL OF OMAHA		000454363204	INV	6 12:00:00AM	\$9.90	81750	01/16 LIFE INSURANCE	10415 01441
3594 - MUTUAL OF OMAHA		000454363204	INV	6 12:00:00AM	\$13.38	81750	01/16 LIFE INSURANCE	10413 01441
3594 - MUTUAL OF OMAHA		000454363204	INV	6 12:00:00AM	\$15.32	81750	01/16 LIFE INSURANCE	10419 01441
3594 - MUTUAL OF OMAHA		000454363204	INV	6 12:00:00AM	\$16.95	81750	01/16 LIFE INSURANCE	10433 01441
3594 - MUTUAL OF OMAHA		000454363204	INV	6 12:00:00AM	\$25.35	81750	01/16 LIFE INSURANCE	62462 01441
3594 - MUTUAL OF OMAHA		000454363204	INV	6 12:00:00AM	\$66.00	81750	01/16 LIFE INSURANCE	10421 01441
3594 - MUTUAL OF OMAHA		000454363204	INV	6 12:00:00AM	\$217.06	81750	01/16 LIFE INSURANCE	51451 01441
3947 - O'LEARYS OFFICE PRODUCTS		396117-0	INV	6 12:00:00AM	\$55.85	81751	PSNL-USS STAMP	10420 06000
3790 - OFFICE DEPOT		815329210001	INV	6 12:00:00AM	\$51.35	81752	PD-SURGE PROTECTOR	10421 06000
3790 - OFFICE DEPOT		811917268001	INV	6 12:00:00AM	\$85.87	81752	PD-BATTERY/BLUE TOP/HEAVY WT FORK	10421 06000
3790 - OFFICE DEPOT		816002061001	INV	6 12:00:00AM	\$92.26	81752	MCCF-PPR FLLR/FLP CHRT/PEN ZGRP	51451 10036
3790 - OFFICE DEPOT		816002061001	INV	6 12:00:00AM	\$157.97	81752	MCCF-PPR FLLR/FLP CHRT/PEN ZGRP	51451 06900
3790 - OFFICE DEPOT		816002061001	INV	6 12:00:00AM	\$244.83	81752	MCCF-PPR FLLR/FLP CHRT/PEN ZGRP	51451 06000
3790 - OFFICE DEPOT		815328935001	INV	6 12:00:00AM	\$494.73	81752	PD-CLNR/TRSH BAGS/PAPR/ENVLPS/TWLS/PEN	10421 06000
4125 - PACIFIC GAS & ELECTRIC		8565-0116	INV	6 12:00:00AM	\$37.82	81753	CVC-CITY HALL-12/07/15-01/05/16 ENERGY	10416 08101
4427 - POWERSTRIDE BATTERY CO. INC.		B85704	INV	6 12:00:00AM	\$115.03	81754	T-24 78 DT	62462 04200

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4436 - DAVID A. GILL		2369	INV	6 12:00:00AM	\$1,512.02	81755	PD-BUMPER/GRILLE/HEADLIGHT/PANEL	10421 04200
4457 - PRENTICE & EPPERSON LLP		641	INV	6 12:00:00AM	\$8,000.00	81756	CTY ATT-SRVC THRU 01/05/16	10414 03000
4462 - PRO FORCE LAW ENFORCEMENT		260047	INV	6 12:00:00AM	\$171.73	81757	PD-TSR HLST X26P BLACKHAWK RH	10421 06000
4462 - PRO FORCE LAW ENFORCEMENT		259587	INV	6 12:00:00AM	\$1,496.13	81757	PD-TSR TRGT 2 PART COND FRNT/BACK	10419 06000
4462 - PRO FORCE LAW ENFORCEMENT		258638	INV	6 12:00:00AM	\$7,280.78	81757	PD-LSRS/TRGTS/TSR CART/TSR TRGTS	10421 06000
4454 - PUBLIC EMPLOYEES' RETIREMENT SYSTEM		12-2015-4	INV	6 12:00:00AM	\$34,740.99	81758	PERS FOR P/R 12/7-12/20/15	10000 00212
12811 - R. BRUCE WALKER, ED.D		010416	INV	6 12:00:00AM	\$450.00	81759	PD-PSYCH TEST/BRIAN	10421 09500
12685 - RAY MORGAN COMPANY		1113380	INV	6 12:00:00AM	\$1,084.67	81760	PD-10/01-12/31/15 COPIER CONTRACT	10421 04100
4845 - RICHLAND CHEVROLET CO.		232570	INV	6 12:00:00AM	\$125.90	81761	T-14 BEARING	62462 04200
4845 - RICHLAND CHEVROLET CO.		232830	INV	6 12:00:00AM	\$195.35	81761	M-38 SHOE KIT	10433 04200
4845 - RICHLAND CHEVROLET CO.		232919	INV	6 12:00:00AM	\$204.92	81761	T-15 PUMP/SCREEN/SEAL/GASKT/BLT	62462 04200
4845 - RICHLAND CHEVROLET CO.		232647	INV	6 12:00:00AM	\$728.32	81761	T-22 GEAR KIT/CORE PRCE	62462 04200
4845 - RICHLAND CHEVROLET CO.		232778	INV	6 12:00:00AM	\$728.32	81761	T-22 GEAR KIT/CORE PRCE	62462 04200
4845 - RICHLAND CHEVROLET CO.		CM232778	CRM	6 12:00:00AM	-\$835.82	81761	T-22 GEAR KIT/CORE PRCE/CORE RETRN	62462 04200
5141 - SMITH & SON TIRE CO.		27659	INV	6 12:00:00AM	\$79.95	81762	TRAN-ALIGNMENT	62462 04200
5142 - SPARKLETTS & SIERRA SPRINGS		123015	INV	6 12:00:00AM	\$62.57	81763	CVC-WTR RNTL/BTLE WTR	10416 05000
5187 - STATEWIDE TRAFFIC SAFETY & SIGNS		12002290	INV	6 12:00:00AM	\$189.23	81764	TRN,ST-TAPES/STEEL/PERF POST	62462 06200
5187 - STATEWIDE TRAFFIC SAFETY & SIGNS		12002290	INV	6 12:00:00AM	\$207.79	81764	TRN,ST-TAPES/STEEL/PERF POST	10433 06200
5195 - STERLING CODIFIERS		17111	INV	6 12:00:00AM	\$500.00	81765	CTY CLK-2016 HOSTING FEE	10412 03000
5250 - STINSON'S		648051-0	INV	6 12:00:00AM	\$24.83	81766	MCCF/BNDR 1" RD/SNTZR,PRLL	51451 06000
5250 - STINSON'S		648051-0	INV	6 12:00:00AM	\$94.13	81766	MCCF/BNDR 1" RD/SNTZR,PRLL	51451 06950
5250 - STINSON'S		647059-0	INV	6 12:00:00AM	\$201.10	81766	MCCF-CRTDG,CE285A/CMPTBL HP LSRJT	51451 06000
5229 - STRADLING YOCCA CARLSON & RAUTH		303004-0000	INV	6 12:00:00AM	\$70.00	81767	SRV-PASS THROU CLAIMS	67467 03011

CITY OF TAFT, CA  
 ACCOUNTS PAYABLE WARRANT REPORT  
 PAID INVOICE LIST

Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
5229 - STRADLING YOCCA CARLSON & RAUTH		303004-0002	INV	6 12:00:00AM	\$187.50	81767	SRV-PASS THROU CLAIMS	67467 03011
5229 - STRADLING YOCCA CARLSON & RAUTH		303004-0001	INV	6 12:00:00AM	\$580.02	81767	SRV-PASS THROU CLAIMS	67467 03011
5280 - SUPPLYWORKS		5157397-01	INV	6 12:00:00AM	\$25.63	81768	MCCF-LGND BCK SPRT WRK GR/BLT	51451 06600
5280 - SUPPLYWORKS		5157397-00	INV	6 12:00:00AM	\$1,122.76	81768	MCCF-TSSUE/LNR LD/TWLS	51451 06600
5374 - TAFT C.C.F.		010816	INV	6 12:00:00AM	\$3,000.00	81769	MCCF- RLS FNDS INMTS	51451 09000
5372 - TAFT C.C.F. ITA		010816	INV	6 12:00:00AM	\$61.92	81770	MCCF-12/2015 INMT PAY	53453 09020
5372 - TAFT C.C.F. ITA		010816	INV	6 12:00:00AM	\$8,235.95	81770	MCCF-12/2015 INMT PAY	51451 09020
1010 - CITY OF TAFT		011116	INV	6 12:00:00AM	\$7.84	81771	PSNL,PD-TBL CLTHS/PRNTER/FLSH DRV/CFFEE	10421 06400
1010 - CITY OF TAFT		011116	INV	6 12:00:00AM	\$14.50	81771	PSNL,PD-TBL CLTHS/PRNTER/FLSH DRV/CFFEE	10421 06200
1010 - CITY OF TAFT		011116	INV	6 12:00:00AM	\$19.81	81771	PSNL,PD-TBL CLTHS/PRNTER/FLSH DRV/CFFEE	10420 09500
1010 - CITY OF TAFT		011116	INV	6 12:00:00AM	\$69.84	81771	PSNL,PD-TBL CLTHS/PRNTER/FLSH DRV/CFFEE	10420 02625
6140 - VIBUL TANGPRAPHAPHORN,MD		123015	INV	6 12:00:00AM	\$90.00	81772	PSNL-M.GOLLEHER DMV EXAM	10420 02501
5609 - TELEPACIFIC COMMUNICATIONS		74089028-0	INV	6 12:00:00AM	\$44.12	81773	PD-01/16 LONG DISTANCE SRV	10421 02200
5609 - TELEPACIFIC COMMUNICATIONS		74056869-0	INV	6 12:00:00AM	\$205.93	81774	TRN-01/16 LONG DISTANCE SRV	62462 02200
5609 - TELEPACIFIC COMMUNICATIONS		74046465-0	INV	6 12:00:00AM	\$0.59	81775	CTY HALL-01/16 LONG DISTANCE SRV	58458 02200
5609 - TELEPACIFIC COMMUNICATIONS		74046465-0	INV	6 12:00:00AM	\$1.11	81775	CTY HALL-01/16 LONG DISTANCE SRV	10432 02200
5609 - TELEPACIFIC COMMUNICATIONS		74046465-0	INV	6 12:00:00AM	\$1.11	81775	CTY HALL-01/16 LONG DISTANCE SRV	10433 02200
5609 - TELEPACIFIC COMMUNICATIONS		74046465-0	INV	6 12:00:00AM	\$4.32	81775	CTY HALL-01/16 LONG DISTANCE SRV	10424 02200
5609 - TELEPACIFIC COMMUNICATIONS		74046465-0	INV	6 12:00:00AM	\$5.70	81775	CTY HALL-01/16 LONG DISTANCE SRV	67467 02200
5609 - TELEPACIFIC COMMUNICATIONS		74046465-0	INV	6 12:00:00AM	\$6.30	81775	CTY HALL-01/16 LONG DISTANCE SRV	70470 02200
5609 - TELEPACIFIC COMMUNICATIONS		74046465-0	INV	6 12:00:00AM	\$8.12	81775	CTY HALL-01/16 LONG DISTANCE SRV	62462 02200
5609 - TELEPACIFIC COMMUNICATIONS		74046465-0	INV	6 12:00:00AM	\$8.26	81775	CTY HALL-01/16 LONG DISTANCE SRV	60460 02200
5609 - TELEPACIFIC COMMUNICATIONS		74046465-0	INV	6 12:00:00AM	\$8.26	81775	CTY HALL-01/16 LONG DISTANCE SRV	61461 02200

CITY OF TAFT, CA  
 ACCOUNTS PAYABLE WARRANT REPORT  
 PAID INVOICE LIST

Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
5609 - TELEPACIFIC COMMUNICATIONS		74046465-0	INV	6 12:00:00AM	\$9.56	81775	CTY HALL-01/16 LONG DISTANCE SRV	10412 02200
5609 - TELEPACIFIC COMMUNICATIONS		74046465-0	INV	6 12:00:00AM	\$18.68	81775	CTY HALL-01/16 LONG DISTANCE SRV	51451 02200
5609 - TELEPACIFIC COMMUNICATIONS		74046465-0	INV	6 12:00:00AM	\$24.77	81775	CTY HALL-01/16 LONG DISTANCE SRV	10415 02200
5609 - TELEPACIFIC COMMUNICATIONS		74046465-0	INV	6 12:00:00AM	\$50.00	81775	CTY HALL-01/16 LONG DISTANCE SRV	10419 02200
5609 - TELEPACIFIC COMMUNICATIONS		74046465-0	INV	6 12:00:00AM	\$77.72	81775	CTY HALL-01/16 LONG DISTANCE SRV	10420 02200
5609 - TELEPACIFIC COMMUNICATIONS		74046465-0	INV	6 12:00:00AM	\$110.81	81775	CTY HALL-01/16 LONG DISTANCE SRV	10413 02200
5609 - TELEPACIFIC COMMUNICATIONS		74049763-0	INV	6 12:00:00AM	\$434.31	81776	PD-01/16 LONG DISTANCE SRV	10421 02200
12950 - THE FRIENDS OF THE CARRIZO PLAIN		011216	INV	6 12:00:00AM	\$100.00	81777	ADM-SUSTAINING MEMBER	10413 02100
5707 - TYLER BUSINESS FORMS		228077	INV	6 12:00:00AM	\$284.58	81778	FIN-LSR POSTCRD	10419 06000
5801 - U.S. BANK		4173633	INV	6 12:00:00AM	\$4,600.00	81779	TRUSTEE/DISSEMINATN/PAYING AGENT	67467 09600
6104 - VERIZON CALIFORNIA		JAN-2016-CDEN	INV	6 12:00:00AM	\$69.80	81780	CDEN-12/28-01/27/16 PHONE SRV	10425 02200
6104 - VERIZON CALIFORNIA		JAN-2016	INV	6 12:00:00AM	\$129.36	81780	CTY HALL-12/25-01/24/16 PHONE SRV	10415 02200
6104 - VERIZON CALIFORNIA		JAN-2016	INV	6 12:00:00AM	\$129.36	81780	CTY HALL-12/25-01/24/16 PHONE SRV	10433 02200
6104 - VERIZON CALIFORNIA		JAN-2016	INV	6 12:00:00AM	\$144.27	81780	CTY HALL-12/25-01/24/16 PHONE SRV	10419 02200
6104 - VERIZON CALIFORNIA		JAN-2016	INV	6 12:00:00AM	\$169.05	81780	CTY HALL-12/25-01/24/16 PHONE SRV	10413 02200
6104 - VERIZON CALIFORNIA		JAN-2016	INV	6 12:00:00AM	\$331.92	81780	CTY HALL-12/25-01/24/16 PHONE SRV	10421 02200
6104 - VERIZON CALIFORNIA		JAN-2016	INV	6 12:00:00AM	\$515.84	81780	CTY HALL-12/25-01/24/16 PHONE SRV	51451 02200
6104 - VERIZON CALIFORNIA		JAN-2016-PD	INV	6 12:00:00AM	\$519.29	81780	PD-01/04-02/03/16 PHONE SRV	10421 02200
6105 - VERIZON WIRELES		9756912596	INV	6 12:00:00AM	\$35.11	81781	PD-11/10-12/09/15 WIRELESS	10421 02200
6105 - VERIZON WIRELES		9757310418	INV	6 12:00:00AM	\$1,432.45	81781	PD-11/16-12/15/15 WIRELESS	10421 02200
12232 - ADRIENNE VILLARREAL		121515	INV	6 12:00:00AM	\$409.00	81782	PD-PER DIEM/LOMPOC CA/01/31-02/05/16	10421 02000
6211 - WALDROPS AUTO PARTS		39490	INV	6 12:00:00AM	\$74.56	81783	ST-LG GLVS	10433 06200
6226 - WALLACE GROUP		40775	INV	6 12:00:00AM	\$498.28	81784	WWTP-PR SRVC THRU DEC 30,2015	70470 03000

CITY OF TAFT, CA  
ACCOUNTS PAYABLE WARRANT REPORT  
PAID INVOICE LIST

Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
6226 - WALLACE GROUP		40640	INV	6 12:00:00AM	\$1,871.75	81784	SWR-PROF SRVC THROU NOV 30, 2015	60660 10001
6400 - WEST SIDE URGENT CARE		LVN 7-15	INV	6 12:00:00AM	\$411.55	81785	MCCF-LVN HRS JULY 2015	51451 03013
6400 - WEST SIDE URGENT CARE		RN 15-10B	INV	6 12:00:00AM	\$820.92	81785	MCCF-NRSING HRS 10/15	51451 03012
6400 - WEST SIDE URGENT CARE		LVN 11-15	INV	6 12:00:00AM	\$3,975.68	81785	MCCF-LVN HRS NOV 2015	51451 03013
6400 - WEST SIDE URGENT CARE		LVN 9-15	INV	6 12:00:00AM	\$4,627.94	81785	MCCF-LVN HRS SEPT 2015	51451 03013
6400 - WEST SIDE URGENT CARE		LVN 8-15	INV	6 12:00:00AM	\$4,721.12	81785	MCCF-LVN HRS AUG 2015	51451 03013
6400 - WEST SIDE URGENT CARE		LVN 10-15	INV	6 12:00:00AM	\$4,969.60	81785	MCCF-LVN HRS OCT 2015	51451 03013
6400 - WEST SIDE URGENT CARE		RN 15-9	INV	6 12:00:00AM	\$24,633.48	81785	MCCF-NRSNG HRS 480 SEPT 2015	51451 03012
6390 - WESTEC		21960	INV	6 12:00:00AM	\$280.00	81786	MCCF-FRST AID/CPR TRNG	51451 02000
12680 - WILLOW RANCH RESTAURANT LLC.		223937A	INV	6 12:00:00AM	\$2,634.29	81787	PSNL-FOOD	10420 02625
6593 - XLDENT		0497168-IN	INV	6 12:00:00AM	\$40.00	81788	CCF-INAGEXL SFTWR MNTC	51451 02100

**\$564,266.13**

**ACCOUNTS PAYABLE CASH DISBURSEMENTS  
DISTRIBUTION BY FUND**

ALLOWED BY CITY COUNCIL ON \_\_\_\_\_

\$3,064.47 OUT OF FUNDS AS NOTED BELOW

10 GENERAL	\$1,635.82
35 04-HOME-0759	\$0.00
36 ASSET FORFEITURES	\$0.00
38 LANDSCAPE ASSESSMENT DIST	\$0.00
40 CDBG/ HOUSING RLF	\$0.00
41 TARP/RLF	\$0.00
43 CALHOMES	\$0.00
48 HOME RLF/HOUSING	\$0.00
50 CRIME PREVENTION	\$0.00
51 CCF FACILITY	\$1,282.76
53 CCF/INMATE WELFARE FUND	\$0.00
54 INMATE TRUST ACCOUNT	\$0.00
58 FEDERAL PRISON-WWTP	\$0.00
59 CENTRAL GARAGE	\$72.94
60 SEWER	\$0.00
61 REFUSE	\$0.00
62 TRANSIT	\$72.95
65 TCDA	\$0.00
67 TCDA / DEBT SRV FND	\$0.00
70 WWTP	\$0.00
71 WWTP/REPLACEMNT RESERV	\$0.00
78 TRUST & AGENCY	\$0.00
81 CAPITAL PROJECTS	\$0.00
82 GRANT PROJECTS	\$0.00

TOTAL \$3,064.47

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

  
\_\_\_\_\_  
ACCOUNT CLERK I  
CHRISTINE BAMFORD

WARRANT NO. 11516 DATE: 01/15/16  
CHECK NUMBER 81789- 81791

CITY COUNCIL  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10:08 am  
Monday, 18 January, 2016

CITY OF TAFT, CA  
ACCOUNTS PAYABLE CHECK REGISTER

Check Number	Check Date	Type	Vendor Number	Vendor Name	Check Amount
81789	/2016 12:00:0	PRINTED	715	BRIGHT HOUSE NETWORKS	537.91
81790	/2016 12:00:0	PRINTED	2314	HOBART SERVICE	1,059.00
81791	/2016 12:00:0	PRINTED	6105	VERIZON WIRELES	1,467.56
			<b>3 Checks</b>	<b>Cash Account Total:</b>	<b>3,064.47</b>

10:08 am  
Monday, 18 January, 2016

CITY OF TAFT, CA  
ACCOUNTS PAYABLE WARRANT REPORT  
PAID INVOICE LIST

Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
715 - BRIGHT HOUSE NETWORKS		063467500116	INV	6 12:00:00AM	\$72.94	81789	TRN,GAR,ST-01/07-02/06/16 INTRNT SRVCS	10413 02200
715 - BRIGHT HOUSE NETWORKS		063467500116	INV	6 12:00:00AM	\$72.94	81789	TRN,GAR,ST-01/07-02/06/16 INTRNT SRVCS	59459 02200
715 - BRIGHT HOUSE NETWORKS		063467500116	INV	6 12:00:00AM	\$72.95	81789	TRN,GAR,ST-01/07-02/06/16 INTRNT SRVCS	62462 02200
715 - BRIGHT HOUSE NETWORKS		063787300116	INV	6 12:00:00AM	\$95.32	81789	PD-12/30-01/29/16 INTRNT SRVCS	10421 02200
715 - BRIGHT HOUSE NETWORKS		064052300116	INV	6 12:00:00AM	\$223.76	81789	MCCF-01/2016 INTRNT SRVCS	51451 02200
2314 - HOBART SERVICE		32293616	INV	6 12:00:00AM	\$197.50	81790	MCCF-10/28 LBR CHRG	51451 04000
2314 - HOBART SERVICE		32364772	INV	6 12:00:00AM	\$861.50	81790	MCCF-KTCHN MXR PRTS & SRVC	51451 04000
6105 - VERIZON WIRELES		9756912596	INV	6 12:00:00AM	\$35.11	81791	PD-11/10-12/09/15 WIRELESS	10421 02200
6105 - VERIZON WIRELES		9757310418	INV	6 12:00:00AM	\$1,432.45	81791	PD-11/16-12/15/15 WIRELESS	10421 02200

**\$3,064.47**



# City of Taft Agenda Report

**DATE:** February 2, 2016

**TO:** MAYOR MILLER AND COUNCIL MEMBERS

**AGENDA MATTER:**

**SPECIAL EVENT PERMIT NO. 2016-03 – “LOVE YOUR NEIGHBOR” EVENT HELD BY CALVARY TEMPLE ASSEMBLY OF GOD AT 630 KERN STREET ON FEBRUARY 13<sup>TH</sup> AND 14<sup>TH</sup>, 2016**

**SUMMARY STATEMENT:**

Staff received a special event application and letter from Pastor Greg Haslow of Calvary Temple Assembly of God requesting to hold a “Love Your Neighbor” outreach event at 630 Kern Street (APN 031-170-18). The event will take place on Saturday and Sunday, February 13<sup>th</sup> and 14<sup>th</sup>, no streets, alleyways, parking or sidewalks will be blocked off. However, as the event is anticipating to attract between 100-150 people, a Special Event application is required to be reviewed and approved by the City Council. The event will be outdoors on Saturday from 11am to 1pm, with the Sunday event being held indoors beginning with a pancake breakfast starting at 9am inside the fellowship hall, followed by a 10am church service.

The outdoor portion of the event will take place on the east lawn area of the property. There will be no sales of any kind. There will be refreshments and food provided for free. There will be a PA system consisting of two speakers to provide sound. Pastor Greg Haslow has worked with the Taft Police Department, Public Works Department, Planning Department and the Kern County Fire Department who have reviewed the plan and addressed all safety concerns. The applicant is requesting that Special Event Permit fees be waived by the City Council as they are a non-profit organization.

Conditions of approval:

1. Provide sufficient trash receptacles as shown on the Site Plan.
2. Trash removal from Kern Street, Wildcat Way, and alleyway after Saturday event.
3. Event activities shall not block any nearby street, alley, parking or sidewalk.

**RECOMMENDED ACTION:**

Motion to approve a resolution entitled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING A SPECIAL EVENT PERMIT, AUTHORIZING PASTOR GREG HASLOW OF CALVARY TEMPLE ASSEMBLY OF GOD TO HOLD A “LOVE YOUR NEIGHBORS” EVENT AT 630 KERN STREET FEBRUARY 13<sup>TH</sup> AND 14<sup>TH</sup> 2016.**

**FUNDING SOURCE:** N/A

**ATTACHMENT (Y/N):** Resolution, Letter, Application, Aerial Map, Evidence of Insurance, 501c3

**PREPARED BY:** Mark Staples, Director, Planning & Community Development

**REVIEWED BY:**

<b>CITY CLERK:</b>	<b>FINANCE DIRECTOR:</b>	<b>CITY MANAGER:</b>
--------------------	--------------------------	----------------------

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING A SPECIAL EVENT PERMIT, AUTHORIZING PASTOR GREG HASLOW OF CALVARY TEMPLE ASSEMBLY OF GOD TO HOLD A “LOVE YOUR NEIGHBOR” EVENT AT 630 KERN STREET ON FEBRUARY 13<sup>TH</sup> AND 14<sup>TH</sup> 2016**

**WHEREAS**, Pastor Greg Haslow of Calvary Temple Assembly of God has submitted a Special Event Permit Application, requesting to hold a “Love Your Neighbor” event at 630 Kern Street (APN 031-170-18) on February 13 and 14, 2016; and

**WHEREAS**, the special event will not require any street closures and no parking areas, sidewalks, or alleyways will be blocked off; and

**WHEREAS**, Pastor Greg Haslow shall provide sufficient trash receptacles and bathroom facilities, and shall clean up all trash and debris at the conclusion of the event, including any event related trash that is found in Kern Street, Wildcat Way, and in the alleyway at the rear of the property; and

**WHEREAS**, the City Council agrees to waive the Special Event application fees so that Pastor Greg Haslow of Calvary Temple Assembly of God can dedicate those funds toward other event costs.

**NOW, THEREFORE, BE IT RESOLVED**, the Mayor and City Council of the City of Taft, California, approve the special event as follows:

- Set-up: February 13<sup>th</sup> by 11:00am, February 14<sup>th</sup> event will be indoors
- Love Your Neighbor event: February 13<sup>th</sup>, operating from 11:00am to 1:00pm; February 14<sup>th</sup> pancake breakfast event will be indoors starting at 9:00am
- Breakdown of event: February 13<sup>th</sup>, by 1:00pm; February 14<sup>th</sup> event will be indoors

**PASSED, APPROVED, AND ADOPTED** this 2<sup>nd</sup> day of February, 2016

\_\_\_\_\_  
Randy Miller, Mayor

ATTEST:

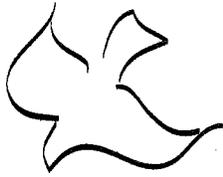
\_\_\_\_\_  
Yvette Mayfield, City Clerk

STATE OF CALIFORNIA        )  
COUNTY OF KERN            ) SS  
CITY OF TAFT                 )

I, Yvette Mayfield, City Clerk of the City of Taft, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Taft at a regular meeting thereof held on the 2<sup>nd</sup> day of February, 2016, by the following vote:

AYES:                    COUNCIL MEMBERS:  
NOES:                    COUNCIL MEMBERS:  
ABSENT:                 COUNCIL MEMBERS:  
ABSTAIN:                COUNCIL MEMBERS:

\_\_\_\_\_  
Yvette Mayfield, City Clerk



## CALVARY TEMPLE

630 Kern St. Taft, CA 93268

January 21, 2016

City of Taft  
Planning Director - Mark Staples  
219 E. Kern St.  
Taft, CA 93268

RECEIVED

JAN 25 2016

CITY OF TAFT  
COMMUNITY DEVELOPMENT

Sir:

This letter contains the information requested re our "Love Your Neighbor" outreach on Saturday February 13, and Sunday morning Feb 14, 2016. Here are the details requested:

Dates and times of Event: Sat Feb 13, 11 AM until 1 PM.

Location: on our campus using grassy area on east side (weather permitting, otherwise inside)

This event is designed to invite local families to enjoy free music, kids games, music, and a message about the Lord and our Church.

There will be no sales of any items. Entire event and all items are free.

Hot dogs, bags of chips and lemonade and water will be provided for free.

We anticipate about 100-150 people. Our church can seat these if raining.

No parking will be blocked - sidewalks and rear alleyways will not be blocked.

A Band will Play several short sets of music - perhaps 3 songs in each. We will be very respectful and have moderated sound and music.

We are giving away several gifts such as gift certificates to local eateries and a boys and girls bike.

We will provide extra trash cans outside - restrooms are located inside our building which will be open, and kept clean and stocked.

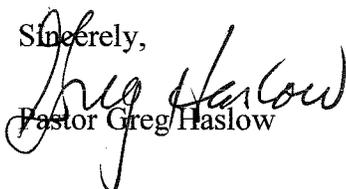
There will be no outdoor seating - the event is designed to move people around games, face painting, Bounce House, etc. - tables and chairs will be available in our Courtyard area or inside.

Sunday Morning's event will be a free pancake breakfast inside our fellowship hall from 9 AM until 9:45 AM, followed by our regular church service at 10 AM.

As a church which has been located in our community for over 50 years, we have conducted events in the past which were well received. Our desire it to help impact our City in a very positive manner, ensuring that we will maintain a welcoming, and neighborly attitude in all we do. We request a waiver to any fees due to the fact we are a 501(c)3 non-profit corporation.

Thank you for consideration re this event. Should any further info be needed, please don't hesitate to contact me.

Sincerely,

  
Pastor Greg Haslow

Calvary Temple Assembly of God

630 Kern St. Taft, CA 93268

661-765-5414

taftcalvarytemple@gmail.com



Planning Department  
209 E. Kern Street  
Taft, California 93268  
(661) 763-1222 Ext. 15

RECEIVED  
JAN 25 2016  
CITY OF TAFT  
COMMUNITY DEVELOPMENT

### APPLICATION FOR SPECIAL EVENTS PERMIT

Application No: 2016-03 Date Received: 1/25/16 Fee Paid \$ 360<sup>00</sup> *asking to waive*  
Receipt No: \_\_\_\_\_ Received by: \_\_\_\_\_

In order to expedite processing of this Special Event Permit Application, and to eliminate unnecessary delays to the applicant, Planning Staff will not accept this application unless all items have been checked off and this application form has been signed and dated. In addition, all information is to be submitted in a neat and legible format and all drawings are to be drawn to scale. In the event errors or omissions are discovered, the application will be deemed incomplete and will be returned to the applicant for revision.

#### APPLICATION IS HEREBY MADE TO THE PLANNING DEPARTMENT THAT:

Property Owner (attach sheet if more than one property owner)

Name: CALVARY Temple Assembly of God Phone No.: 661-765-5414  
Address: 630 Kern St. Cell No.: \_\_\_\_\_  
City: Taft State: CA Zip: 93268

#### Applicant (attach sheet if more than one applicant)

Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_ Cell No.: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

#### BE GRANTED A SPECIAL EVENT PERMIT TO: \_\_\_\_\_

Property location or address: 630 Kern st.  
Assessor's Parcel Number(s): 031-170-18  
Legal Description of property(s): Lot # = 7<sup>th</sup> Plc Block 17 Tract =  
MIRON 614 Kern TAFT  
General Plan Land Use Designation: DC  
Zoning of the Subject Property: \_\_\_\_\_

**NOTE TO APPLICANT: Please check each of the following items when completed and made a part of this application.**

Property Owner's signed authorization

A site plan indicating the following: location and boundaries of the property, dimensions of all lot lines, names and location of all bordering streets and alleys, size and dimensions of all on-site buildings (existing and proposed), design and layout of vehicular access, on-site parking and loading areas, location of trash bins, location of all free standing signs (existing and proposed), location of all walls or fences, direction of existing and proposed drainage, scale, north arrow and date.

Depict all on-site signs (existing and proposed); including size, height, material, color and lighting.

Building Permits (for Circuses/Carnivals).

Business Licenses (for Circuses/Carnivals).

**CITY STAFF REVIEW OF EACH SPECIAL EVENT PERMIT APPLICATION WILL INVOLVE CONSIDERATION OF THE FOLLOWING FACTORS:**

1. Compliance with all applicable requirements of the City's General Plan, Zoning Ordinance and Development Standards.
2. Compliance with the California Environmental Quality Act.

Authority for approval of special events permit shall be vested with the Project Assistance Team. However, City Council approval shall be required for issuance of a special event permit for any event anticipated to accommodate 50 or more persons at any given time.

**APPLICANT'S SIGNATURE AND DATE INDICATES COMPLETION AND INCORPORATION OF THE ABOVE MENTIONED ITEMS INTO THIS SPECIAL EVENTS PERMIT APPLICATION.**

I certify that I am the record owner or authorized agent and that the information filed is true and correct to the best of my knowledge.

Gregory M. Haslow  
Applicant's Signature

1-25-14  
Date

Gregory M. Haslow  
Owner's Signature

1-25-14  
Date

Is this event a fund raiser:  Yes  No

Name of Non-profit: Calvary Temple Assembly of God

Contact name: GREG HASLOW Phone No.: 661-765-5414

Gregory M. Haslow  
Applicant's Signature

1-25-14  
Date

# CHURCH MUTUAL INSURANCE COMPANY

3000 Schuster Lane, P.O. Box 357, Merrill, WI 54452

## COMMON POLICY DECLARATIONS PAGE

**POLICY NO.:** 0087060-02-701816

**ITEM 1. NAMED INSURED AND ADDRESS:**

CALVARY TEMPLE ASSEMBLY OF GOD OF TAFT CALIFORNIA  
630 KERN ST  
TAFT CA 93268-2717

**ITEM 2. POLICY PERIOD:** FROM 06/01/14 TO 06/01/17  
12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

0087060-02-345500  
(RENEWAL OF)

**ITEM 3. THE NAMED INSURED IS:** RELIGIOUS INSTITUTION

**ITEM 4. AGENT:** 75-133  
CHURCH & CASUALTY INSURANCE AGENCY  
3440 IRVINE AVE., SUITE 150  
NEWPORT BEACH CA 92660  
(800) 995-7525

THIS ACCOUNT IS RISK MANAGED BY:

AG FINANCIAL INSURANCE SOLUTIONS LLC  
3900 S. OVERLAND AVE  
PO BOX 10263  
SPRINGFIELD, MO 65808-0263  
(866) 662-8210

**ITEM 5. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS:**

**FORMS AND ENDORSEMENTS WHICH APPLY TO THIS ENTIRE POLICY:**

A 050(01-98)	MUTUAL AND COMMON POLICY CONDITIONS
A 051(06-87)	CALCULATION OF PREMIUM
A 9009(01-12)	CONDITIONAL EXCLUSION OF TERRORISM
A 936(10-12)	CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL
UN 720(01-08)	NOTICE - DISCLOSURE OF TERRORISM PREMIUM

**PROPERTY COVERAGE PART AND ITS FORMS AND ENDORSEMENTS:**

A 100(01-01)	PROPERTY CONDITIONS
A 1001(01-08)	IDENTITY RECOVERY COVERAGE FORM
A 1009(11-08)	WATER EXCLUSION ENDORSEMENT
A 101(04-06)	BUILDING AND PERSONAL PROPERTY COVERAGE - RELIGIOUS
A 109(06-87)	CANCELLATION CHANGES



**GENERAL LIABILITY COVERAGE PART  
DECLARATIONS PAGE**

**POLICY NO.:** 0087060-02-701816

**ITEM 1. LIMITS OF INSURANCE:**

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS - COMPLETED OPERATIONS AND SEXUAL MISCONDUCT OR SEXUAL MOLESTATION)	\$ 3,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 1,000,000
EACH OCCURRENCE LIMIT (BODILY INJURY AND PROPERTY DAMAGE COMBINED)	\$ 1,000,000
PERSONAL AND ADVERTISING INJURY LIMIT (COMBINED)	\$ 1,000,000
MEDICAL EXPENSE LIMIT - ANY ONE PERSON (OTHER THAN SEXUAL MISCONDUCT OR SEXUAL MOLESTATION)	\$ 10,000
PROPERTY DAMAGE LEGAL LIABILITY - ANY ONE OCCURRENCE	\$ 300,000
SEXUAL MISCONDUCT OR SEXUAL MOLESTATION LIMIT (COMBINED) - ALL LOCATIONS AND OPERATIONS	
EACH CLAIM LIMIT	\$ 300,000
AGGREGATE LIMIT	\$ 300,000
SEXUAL MISCONDUCT OR SEXUAL MOLESTATION MEDICAL EXPENSE LIMIT	
ANY ONE PERSON	\$ 10,000
AGGREGATE LIMIT	\$ 50,000
LEGAL DEFENSE COVERAGE LIMIT	
EACH DEFENSIBLE INCIDENT LIMIT	\$ 15,000
AGGREGATE LIMIT	\$ 45,000
CATASTROPHIC VIOLENCE RESPONSE	
PER PERSON LIMIT	\$ 50,000
EACH VIOLENT INCIDENT LIMIT	\$ 300,000
VIOLENT INCIDENT AGGREGATE LIMIT	\$ 300,000

**ITEM 2. DESCRIPTION AND CLASSIFICATION OF PREMISES AND OPERATIONS:**

ALL PREMISES AND OPERATIONS UNLESS EXCLUDED IN ITEM 3 BELOW.

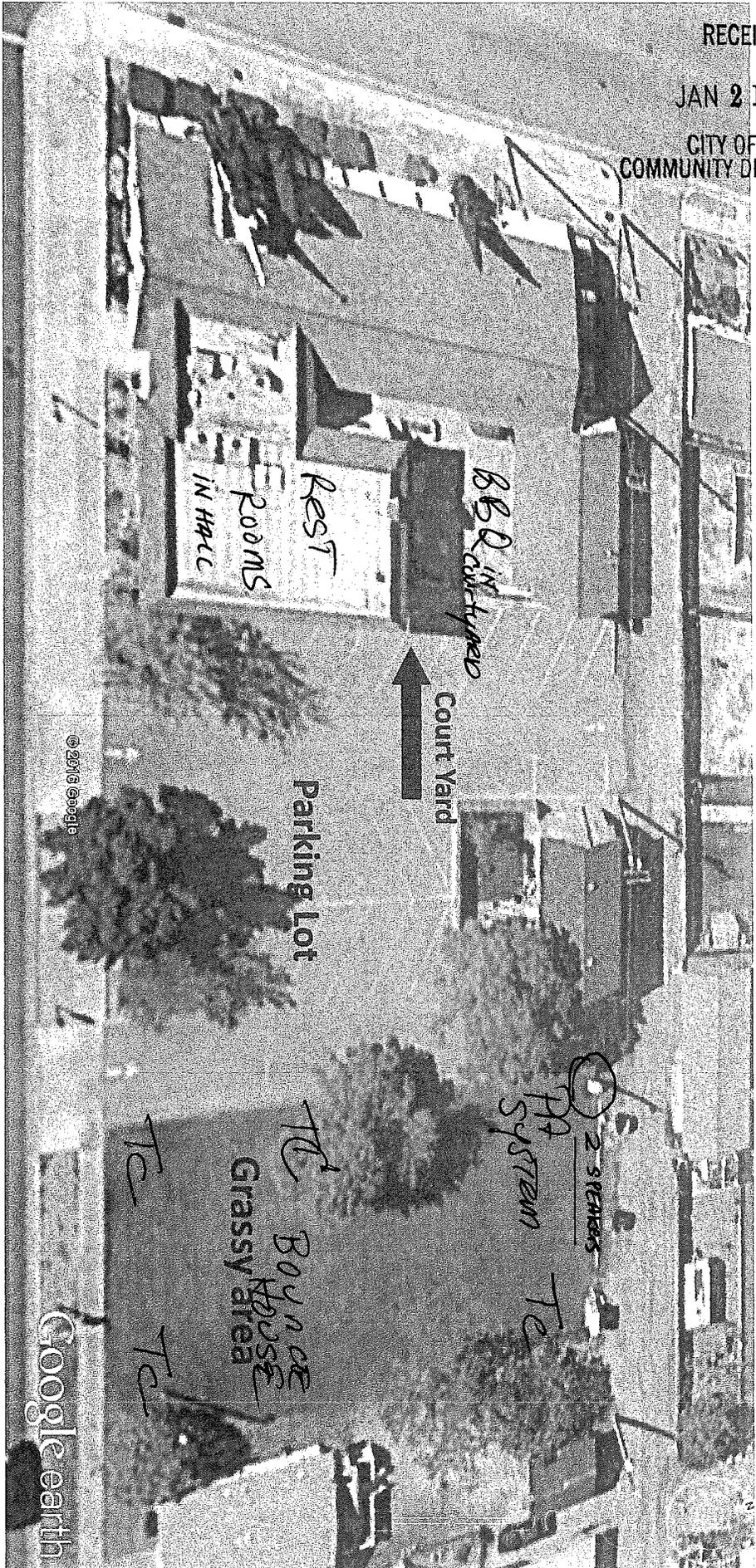
NONE

**ITEM 3. EXCLUSION ENDORSEMENTS:**

EXCLUSION - EXCLUDED OPERATION(S). DESCRIPTION OF OPERATIONS:



RECEIVED  
JAN 21 2016  
CITY OF TAFT  
COMMUNITY DEVELOPMENT



Calvary Temple Assembly of God - view looking north with Kern St. in foreground and Wildcat Way on left side (west)  
630 Kern St., Taft, CA 93268 (661) 765-5414 taftcalvarytemple@gmail.com  
View shows Sanctuary and Fellowship hall on left - Courtyard between buildings, parking lot and grass area on eastside of campus.

- TC = TRASH CAN
- SEATING will BE IN HALL



# City of Taft Agenda Report

---

**DATE:** February 2, 2016

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**AGENDA MATTER:**

**AMENDING THE JOB DESCRIPTION OF THE ADMINISTRATIVE ASSISTANT TO THE POLICE CHIEF AND CHANGING SALARY RANGE**

**SUMMARY STATEMENT:**

Staff has conducted a review of the duties and responsibilities the Administrative Assistant to the Police Chief has been performing on a regular basis. The proposed job description depicts the on-going and anticipated duties and responsibilities for this position.

Staff recommends adopting the amended job description of Administrative Assistant to the Police Chief and changing the salary range for the classification from 36.6 to Salary Range 42.6 (\$1808.35–\$2198.06 bi-weekly) for appropriate alignment with other internal classifications.

The Personnel and Finance Committees have approved forwarding this item to the City Council for approval.

**RECOMMENDED ACTION:**

Motion to adopt a resolution entitled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT AMENDING THE JOB DESCRIPTION OF THE ADMINISTRATIVE ASSISTANT TO THE POLICE CHIEF AND CHANGING SALARY RANGE FROM 36.6 TO 42.6**

**IMPACT ON BUDGET (Y/N):** Yes

**ATTACHMENT (Y/N):** Yes - Job Description, Resolution

**PREPARED BY:** Lonny Boyer, Director of Human Resources/Assistant City Manager

**REVIEWED BY:**

<b>CITY CLERK</b>	<b>FINANCE DIRECTOR</b>	<b>CITY MANAGER</b>

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT  
AMENDING THE JOB DESCRIPTION OF THE ADMINISTRATIVE ASSISTANT  
TO THE POLICE CHIEF AND CHANGING SALARY RANGE FROM 36.6 TO 42.6**

**WHEREAS**, pursuant to Section 1-10-5, Taft Municipal Code, the City Council may adopt rules and regulations for the administration of the personnel system, including establishing position classifications and range changes; and

**WHEREAS**, the City Council wishes to amend the Position Classification Plan and establish corresponding compensation rules pursuant thereto.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Taft that:

Section 1. The Position Classification Plan is hereby amended as follows:

<u>Position Title</u>	<u>Salary Range</u>
Administrative Assistant to the Police Chief	
	Change From: Range 36.6 (\$1556.75-\$1892.24 bi-weekly)
	Change To: Range 42.6 (\$1808.35-\$2198.06 bi-weekly)

**PASSED, APPROVED AND ADOPTED** this 2<sup>nd</sup> day of February , 2016.

ATTEST:

\_\_\_\_\_  
Randy Miller, Mayor

\_\_\_\_\_  
Yvette Mayfield  
City Clerk

STATE OF CALIFORNIA }  
COUNTY OF KERN        }SS  
CITY OF TAFT            }

I, Yvette Mayfield, City Clerk of the City of Taft, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Taft at a regular meeting thereof held on the 2<sup>nd</sup> day of February, 2016, by the following vote:

AYES:                    COUNCIL MEMBERS:  
NOES:                   COUNCIL MEMBERS:  
ABSENT:                COUNCIL MEMBERS:  
ABSTAIN:               COUNCIL MEMBERS:

\_\_\_\_\_  
Yvette Mayfield  
City Clerk

## CITY OF TAFT

**CLASS TITLE: ADMINISTRATIVE ASSISTANT TO THE POLICE CHIEF**      **Salary Range 42.6**  
\$1,808.35-2198.06 Bi-Weekly

### **BASIC FUNCTION:**

This classification is responsible for providing a wide variety of specialized technical and functional office assistance, support, and clerical duties for the Police Chief. Responsibilities include functioning as the confidential secretary, record keeping, correspondence, and data entry. The incumbent provides information and assistance to the public for a variety of services and is expected to understand and correctly apply appropriate rules, procedures and guidelines. This position may exercise technical and functional direction and assist in projects including performing variety of administrative duties; monitoring and evaluating programs and/or projects; conducting research; gathering, and interpreting data and preparing technical and administrative reports; and performing other duties as assigned.

This position is designated as a confidential classification and is expected to demonstrate professional competence while working as a team member and exercises independent judgment in a variety of confidential and sensitive areas.

### **REPORTS TO:**

Police Chief

### **SUPERVISES:**

May provide oversight/lead direction to para-professional, technical or clerical classifications

### **ESSENTIAL FUNCTIONS AND RESPONSIBILITIES:**

Duties may include, but are not limited to, the following:

- Perform duties as confidential secretary to Police Chief including composing correspondence, typing and reviewing documents, greeting visitors and answering telephone inquiries, ordering office supplies, current and retired employee identification cards and coordinating travel arrangements.
- Collect, verify, organize and input data from a variety of sources. Analyze and interpret collected data providing analyses as needed or required.
- Respond to inquiries from other departments, organizations, public agencies, and the general public.
- Process and maintain all employee files/records for the police department and correctional facility.
- Prepare annual jail profile survey for monthly and yearly statistics of in custodies, including gender, charges and criminal history.
- Prepare reports regarding detention of minors to the California Correctional Standards Authority.
- Prepare and process evaluation forms for employees at the police department and correctional facility.
- Collect, organize, calculate, and process time cards for all police employees.
- Administrator of the secure DOJ mail server.
- Manage the Department's Live Scan machine, including maintenance, records and service invoices.
- Coordinating/Facilitating outside agencies for background investigations for police and corrections employees.

- Administrator for the California Concealed Weapons Certificate, including application reviews, Live Scan applicants, maintain folders, monthly renewal notices, print certificates, and modifications.
- Provide assistance in the Dispatch Center and/or fill in as a dispatcher when needed.
- Makes deliveries including money for deposits to City Hall, post office, and other law enforcement agencies.
- Process monthly DOJ Live Scan billing for City and other local agencies employees.
- Process billing for Police Department functions including the Animal Shelter and Maricopa Animal Control.
- Process monthly Uniform Crime Report (UCR) generate and submit monthly statistics to the Department of Justice including but not limited to classifications of offenses, classification of stolen property including type and value and arson offenses.
- Meet and confer with outside agencies with contracts to upgrade and maintain office equipment.
- Order and maintain all supplies needed for the police department and janitorial supplies; keep items stocked, contact vendor and resolve discrepancies concerning invoices.
- Assist code enforcement with scanning files for city attorney.
- Submit No Longer Interested (N.L.I.N.) forms to DOJ regarding inactive employees of the police department and correctional facility.
- As RIMS administrator, process, add or modify information into the program, maintain current updates, and RIMS reports; attends annual RIMS Conference and quarterly meetings.
- Liaison between IT and Police Department Staff to repair or solve problems with computers/phones.
- Process and mail billings and submit outstanding payments to collections for DUI Cost Recoveries and parking citations, and Live Scans.
- Process and review accounts payable invoices and conduct a variety of general accounting duties.
- Create and update new forms in the Taft Police Departments computer system.
- Process annual document destruction list for the Taft Police Departments.
- Contact for audits/inspection for the Police Officer Standard Training (P.O.S.T.), Health Department, State Fire Marshal, and the Department of Justice.
- Process all Business Permits for taxi cabs and their drivers, ice cream vendors, massage therapists, massage establishments, and second hand dealers.

## **KNOWLEDGE AND ABILITIES**

### **Knowledge of:**

- Principals, practices, procedures, terminology, laws, rules, and regulations pertaining to the Police Department and allied functions
- Office procedures and practices and word processing, spreadsheet, and software applications,
- Financial record-keeping, bookkeeping and fiscal procedures
- Methods and techniques of research, data collection and processing of information
- Filing and inventory systems, letter and report writing

**Ability to:**

- Organize work, collect data, set priorities, and meet critical deadlines.
- Interpret and apply City and/or departmental policies and procedures.
- Analyze, problem solve and develop solutions.
- Take initiative, use sound judgment and work independently.
- Use tact, be flexible, adapt to changing conditions and work well as a team member.
- Establish and maintain effective working relationships at all organizational levels and with the public.
- Communicate clearly and concisely, both orally and in writing.
- Independently set up and maintain records and complex files.
- Assemble data and prepare reports.

**DESIRED MINIMUM QUALIFICATIONS:**

Any combination of experience and education that would be likely to provide the required knowledge, skills, and abilities could be qualifying, as determined by the City. A typical way would be:

**Education:**

Equivalent to graduation from high school, supplemented by college level courses in business, administration of justice, or a related field. An Associate of Arts or Science Degree in a related field is desirable and may substitute for one (1) year of the required experience.

**Experience:**

Three (3) years of progressively responsible administrative experience preferably including experience providing para-professional support in a law enforcement setting.

**Certificates/Licenses:**

Must possess and maintain of a valid California driver's license.

**TOOLS AND EQUIPMENT USED**

Desktop computers and software including word processing and spreadsheet applications; calculator; phone; and copy and fax machine; postage machine; and 10-key calculator.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Physical Demands and Work Environment:**

While performing the duties of this job, the employee is regularly required to sit, use the computer keyboard and mouse, use hands to finger, handle, or feel, reach with hands and arms, talk or hear, stand, walk, and stoop, or crouch. Occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus. Requires the ability to work in an office environment where the noise level is usually quiet.



# City of Taft Agenda Report

**DATE:** February 2, 2016

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**AGENDA MATTER:**

**CHANGE ONE (1) TRANSIT OPERATOR POSITION FROM FULL-TIME TO PART-TIME**

**SUMMARY STATEMENT:**

In an effort to meet required fare-box ratio Taft Area Transit has proposed to reduce fixed route services and augment Dial-A-Ride service. Due to a reduction in operations, staffing needs to be adjusted accordingly. As a result of this change, staff recommends reducing one (1) full-time position to part-time status. The part-time position will be assigned a minimum of twenty (20) hours per week and will continue eligibility for City benefits on a pro-rated basis.

The Personnel and Finance Committees have approved forwarding the recommendation to change one (1) full-time Transit Operator to part-time to the City Council for approval.

**RECOMMENDED ACTION:**

Motion to adopt a resolution entitled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT CHANGING ONE (1) TRANSIT OPERATOR POSITION FROM FULL-TIME TO PART-TIME.**

**IMPACT ON BUDGET (Y/N):** No, no negative affect.

**ATTACHMENT (Y/N):** Yes - Resolution

**PREPARED BY:** Lonny Boyer, Director of Human Resources/Assistant City Manager

**REVIEWED BY:**

<b>CITY CLERK</b>	<b>FINANCE DIRECTOR</b>	<b>CITY MANAGER</b>

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT CHANGING ONE (1) TRANSIT OPERATOR POSITION FROM FULL-TIME TO PART-TIME.**

**WHEREAS**, pursuant to Section 1-10-5, Taft Municipal Code, the City Council may adopt rules and regulations for the administration of the personnel system, including establishing position classifications and range changes; and

**WHEREAS**, the City Council wishes to amend the Position Classification Plan and establish corresponding compensation rules pursuant thereto.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Taft that:

Section 1. The Position Classification Plan is hereby amended as follows:

<u>Position Title</u>	<u>Salary Range</u>
Transit Operator	21.1
Change From: Five (5) Full-time to Four (4) Full-time and one (1) Part Time	

**PASSED, APPROVED AND ADOPTED** this 2<sup>nd</sup> day of February , 2016.

ATTEST:

\_\_\_\_\_  
Randy Miller, Mayor

\_\_\_\_\_  
Yvette Mayfield  
City Clerk

STATE OF CALIFORNIA }  
COUNTY OF KERN }SS  
CITY OF TAFT }

I, Yvette Mayfield, City Clerk of the City of Taft, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Taft at a regular meeting thereof held on the 2<sup>nd</sup> day of February, 2016, by the following vote:

AYES: COUNCIL MEMBERS:  
NOES: COUNCIL MEMBERS:  
ABSENT: COUNCIL MEMBERS:  
ABSTAIN: COUNCIL MEMBERS:

\_\_\_\_\_  
Yvette Mayfield  
City Clerk



# City of Taft Agenda Report

**DATE:** February 2, 2016

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**AGENDA MATTER:**

**CHANGE THE CLASSIFICATION OF ADMINISTRATIVE TECHNICIAN TO PUBLIC WORKS ADMINISTRATIVE AND OPERATIONS COORDINATOR**

**SUMMARY STATEMENT:**

Staff has conducted a review of the duties and responsibilities that the Administrative Technician has been performing on a regular basis. Based on the needs of the City, staff recommends adopting the classification of Public Works Administrative and Operations Coordinator. The proposed job description depicts the on-going and anticipated duties and responsibilities for this position.

Staff recommends adopting the job specification of Public Works Administrative and Operations Coordinator and setting the salary range for the classification at Salary Range 49.8 (\$2164.50–\$2630.97 bi-weekly) for appropriate alignment with other internal classifications.

As part of this action, it is recommended to reclassify the incumbent from Administrative Technician to Public Works Administrative and Operations Coordinator and deleting the classification of Administrative Technician.

The Personnel and Finance Committees have approved forwarding this item to the City Council for approval.

**RECOMMENDED ACTION:**

1. Motion to adopt a resolution entitled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING THE CLASSIFICATION OF PUBLIC WORKS ADMINISTRATIVE AND OPERATIONS COORDINATOR, ADOPTING THE JOB DESCRIPTION AND SETTING THE SALARY RANGE AT 49.8**
2. Motion to approve reclassifying the incumbent in the position of Administrative Technician to Public Works Administrative and Operations Coordinator and deleting the classification of Administrative Technician.

**IMPACT ON BUDGET (Y/N):** Yes

**ATTACHMENT (Y/N):** Yes - Job Description, Resolution

**PREPARED BY:** Lonny Boyer, Director of Human Resources/Assistant City Manager

**REVIEWED BY:**

<b>CITY CLERK</b>	<b>FINANCE DIRECTOR</b>	<b>CITY MANAGER</b>

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT  
APPROVING THE CLASSIFICATION OF PUBLIC WORKS ADMINISTRATIVE AND  
OPERATIONS COORDINATOR, ADOPTING THE JOB DESCRIPTION AND SETTING THE  
SALARY RANGE AT 49.8.**

**WHEREAS**, pursuant to Section 1-10-5, Taft Municipal Code, the City Council may adopt rules and regulations for the administration of the personnel system, including establishing position classifications and range changes; and

**WHEREAS**, the City Council wishes to amend the Position Classification Plan and establish corresponding compensation rules pursuant thereto.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Taft that:

Section 1. The Position Classification Plan is hereby amended as follows:

<u>Position Title</u>	<u>Salary Range</u>
-----------------------	---------------------

ADD: Public Works Administrative and Operations Coordinator	Range 49.8 (\$2,164.50-\$2,630.97 bi-weekly)
---	--

DELETE: Administrative Technician	Range 39.9 (\$1,690.46-\$2,054.76 bi-weekly)
-----------------------------------	--

**PASSED, APPROVED AND ADOPTED** this 2nd day of February, 2016.

ATTEST:

\_\_\_\_\_  
Randy Miller, Mayor

\_\_\_\_\_  
Yvette Mayfield  
City Clerk

STATE OF CALIFORNIA }  
COUNTY OF KERN        }SS  
CITY OF TAFT            }

I, Yvette Mayfield, City Clerk of the City of Taft, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Taft at a regular meeting thereof held on the 2<sup>nd</sup> day of February, 2016, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

\_\_\_\_\_  
Yvette Mayfield  
City Clerk

## CITY OF TAFT

### **CLASS TITLE: PUBLIC WORKS ADMINISTRATIVE AND OPERATIONS COORDINATOR**

**Salary Range 49.8**

#### **BASIC FUNCTION:**

\$2164.50-\$2630.97 Bi-Weekly

This classification is responsible for providing a wide variety of difficult and specialized technical and functional assistance and program coordination for the City Manager/Director of Public Works. This position provides information and assistance to the public as well acting as a liaison between the City of Taft and other agencies. The incumbent is expected to understand and correctly apply appropriate rules, procedures and guidelines. This position may exercise technical and functional supervision over personnel and assist in highly technical projects including performing variety of administrative, financial and budgetary duties; monitoring and evaluating programs and/or projects; conducting research; gathering, and interpreting data and preparing reports; and performs a variety of other duties as assigned.

#### **REPORTS TO:**

City Manager/Public Works Director.

#### **SUPERVISES:**

Provides oversight and lead direction as assigned

#### **ESSENTIAL FUNCTIONS AND RESPONSIBILITIES:**

Duties may include, but are not limited to, the following:

- Responsible to coordinate the administrative and operations functions of the Public Works Department.
- Confers and coordinates with representatives of other local, State and Federal agencies.
- Coordinate with Kern Sanitation District and Regional Water Board regarding operations and compliance.
- Coordinate community clean-up events as well as hazardous response with allied agencies.
- Coordinate and ensure compliance with County Waste Management and Cal Recycle.
- Ensure proper permitting and reporting with Environmental Health agencies.
- Coordinate with Department of Fish and Wildlife for streambed permits and project compliance.
- Attend TTAC meetings and coordinate with KernCog and other agencies on transportation projects
- Monitor and evaluate program/projects for accuracy and compliance.
- Work with movie producers, issue film permits and ensure appropriate staffing.
- Coordinate with engineers, contractors and consultants regarding street, sewer and wastewater treatment projects and repairs, bids and public hearings.
- Develop and place legal notices for public hearing and project bids in newspapers and other media.
- Collect, verify, organize and input data from a variety of sources. Analyze and interpret collected data providing analyses as needed or required.
- Research a variety of informational materials from internal and external sources; compile the information into an appropriate format for review.

- May act as confidential secretary including composing correspondence, greeting visitors and answering telephone inquiries, ordering office supplies, and coordinating travel arrangements.
- Respond to inquiries from other departments, organizations, public agencies, and the general public.
- Draft, prepare, proofread a variety of finished documents such as letters, memoranda or reports from brief instructions, or draft materials; review finished materials for completeness, accuracy, and format.
- Prepare and maintain information, reports, records and spreadsheets.
- Develop preliminary data and assist in the preparation of the City and departmental budgets.
- Receive, review, compile and enter information into spreadsheets and review for accuracy.
- Provide information to citizens and prospective businesses and resolves complaints
- Process and maintains files and permits.
- Contacts vendors to place orders and resolve discrepancies concerning invoices.
- Monitors expenditures and revenues, and assists in determining monetary requirements.
- Monitor, reconcile and post to accounts, maintain logs, files and records and prepare requisitions.
- Accepts and processes applications for public usage of City ground and facilities.
- Assists the community, the department, and civic leaders with meetings and events.

## **KNOWLEDGE AND ABILITIES**

### **Knowledge of:**

- Office procedures and practices and word processing, spreadsheet, and software applications
- Financial record keeping, sub-professional accounting, bookkeeping and fiscal procedures.
- Principals, practices, procedures, terminology, laws, rules, and regulations pertaining to the program/projects area to which assigned.
- Methods and techniques of research, data collection and processing of information.
- Filing and inventory systems, letter and report writing.

### **Ability to:**

- Organize work, collect data, set priorities, and meet critical deadlines.
- Interpret and apply City, State and Federal policies and procedures.
- Analyze, problem solve and develop solutions.
- Research and organize information from various sources.
- Take initiative, use sound judgment and work independently.
- Use tact, be flexible, adapt to changing conditions and work well as a team member.
- Compose and format business correspondence including letters, reports and related documents.
- Prepare and input statistical data into tables and charts.

## **Public Works Administrative and Operations Coordinator – Cont'd**

- Establish and maintain effective working relationships at all organizational levels with other agencies and the public.
- Perform a wide variety of difficult and responsible, technical, clerical and office support.
- Communicate clearly and concisely, both orally and in writing.
- Independently set up and maintain records and complex files.
- Assemble data and preparing reports.
- Use proper English, grammar, punctuation, and spelling.
- Prioritize work and perform multiple tasks while handling interruptions efficiently and effectively.
- Maintain confidentiality as required.

### **DESIRED MINIMUM QUALIFICATIONS:**

Any combination of experience and education that would be likely to provide the required knowledge, skills, and abilities could be qualifying, as determined by the City. A typical way would be:

#### Education:

Equivalent to graduation from high school, supplemented by college level courses in business administration, finance, real estate, economics, accounting, planning, or a related field. An associate of arts or science degree in a related field is desirable and may substitute for twelve (12) months of the required experience.

#### Experience:

Three (3) years of progressively responsible public works program experience preferably including experience providing high level administrative and/or operations support in a municipal government setting.

#### Certificates/Licenses:

Possess and maintain a valid California driver's license.

### **TOOLS AND EQUIPMENT USED**

Desktop computers and software including word processing and spreadsheet applications; calculator; phone; and copy and fax machine; postage machine; and 10-key calculator.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### Physical Demands and Work Environment:

While performing the duties of this job, the employee is regularly required to sit, use the computer keyboard and mouse, use hands to finger, handle, or feel, reach with hands and arms, talk or hear, stand, walk, and stoop, or crouch. Occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus. Requires the ability to work in an office environment where the noise level is usually moderate.



# City of Taft Agenda Report

**DATE:** February 2, 2016

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**AGENDA MATTER:**

**UPDATE TO THE ALCOLHOL AND DRUG TESTING POLICY FOR TRANSIT**

**SUMMARY STATEMENT:**

As a Caltrans 5311 Sub recipient Agency responsible for the Operation of Taft Area Transit, the City of Taft is required to update its Alcohol and Drug Testing Policy. The required revisions to the policy are shown in the attached revised document. The current policy was adopted by the Taft City Council on September 4, 2012.

It is recommended the City Council approve the revised policy to supersede and replace the existing Drug and Alcohol Policy.

**RECOMMENDED ACTION:**

Motion to adopt a resolution entitled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING THE DRUG AND ALCOHOL TESTING POLICY CITY OF TAFT, TAFT AREA TRANSIT.**

**IMPACT ON BUDGET (Y/N):** None by this action.

**ATTACHMENT (Y/N):** Yes - Updated Drug and Alcohol Policy; Resolution

**PREPARED BY:** Lonny Boyer, Director of Human Resources/Assistant City Manager

**REVIEWED BY:**

<b>CITY CLERK</b>	<b>FINANCE DIRECTOR</b>	<b>CITY MANAGER</b>
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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING  
THE DRUG AND ALCOHOL TESTING POLICY CITY OF TAFT, TAFT AREA  
TRANSIT.**

**WHEREAS**, pursuant to Section 1-10-5, Taft Municipal Code, the City Council may adopt rules and regulations for the administration of the personnel system

**WHEREAS**, the City Council wishes to amend the Drug and Alcohol Testing Policy City Taft, Taft Area Transit

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Taft that:

The Drug and Alcohol Testing Policy City of Taft, Taft Area Transit is hereby amended.

**PASSED, APPROVED AND ADOPTED** this 2<sup>nd</sup> day of February, 2016.

ATTEST:

\_\_\_\_\_  
Randy Miller, Mayor

\_\_\_\_\_  
Yvette Mayfield  
City Clerk

STATE OF CALIFORNIA }  
COUNTY OF KERN }SS  
CITY OF TAFT }

I, Yvette Mayfield, City Clerk of the City of Taft, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Taft at a regular meeting thereof held on the 2<sup>nd</sup> day of February, 2016, by the following vote:

AYES: COUNCIL MEMBERS:  
NOES: COUNCIL MEMBERS:  
ABSENT: COUNCIL MEMBERS:  
ABSTAIN: COUNCIL MEMBERS:

\_\_\_\_\_  
Yvette Mayfield  
City Clerk

1 **DRUG AND ALCOHOL TESTING POLICY**  
2 **City of Taft, Taft Area Transit**  
3 **Adopted as of ~~September 4, 2012~~ February XX, 2016**

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4  
5 **A. PURPOSE**  
6

- 7 1) The City of Taft, Taft Area Transit provides public transit and paratransit  
8 services for the residents of Taft surrounding communities of South Taft,  
9 Ford City and Maricopa. Part of our mission is to ensure that this service is  
10 delivered safely, efficiently, and effectively by establishing a drug and  
11 alcohol-free work environment, and to ensure that the workplace remains  
12 free from the effects of drugs and alcohol in order to promote the health  
13 and safety of employees and the general public. In keeping with this  
14 mission, City of Taft, Taft Area Transit declares that the unlawful  
15 manufacture, distribution, dispense, possession, or use of controlled  
16 substances or misuse of alcohol is prohibited for all employees.  
17
- 18 2) Additionally, the purpose of this policy is to establish guidelines to  
19 maintain a drug and alcohol-free workplace in compliance with the Drug-  
20 Free Workplace Act of 1988, and the Omnibus Transportation Employee  
21 Testing Act of 1991. This policy is intended to comply with all applicable  
22 Federal regulations governing workplace anti-drug and alcohol programs  
23 in the transit industry. Specifically, the Federal Transit Administration  
24 (FTA) of the U.S. Department of Transportation has published 49 CFR  
25 Part 655, as amended, that mandates urine drug testing and breath  
26 alcohol testing for safety-sensitive positions, and prohibits performance of  
27 safety-sensitive functions when there is a positive test result. The U. S.  
28 Department of Transportation (USDOT) has also published 49 CFR Part  
29 40, as amended, that sets standards for the collection and testing of urine  
30 and breath specimens.  
31
- 32 3) Any provisions set forth in this policy that are included under the sole  
33 authority of City of Taft, Taft Area Transit and are not provided under the  
34 authority of the above named Federal regulations are underlined. Tests  
35 conducted under the sole authority of City of Taft will be performed on  
36 non-USDOT forms and will be separate from USDOT testing in all  
37 respects.  
38

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39 **B. APPLICABILITY**  
40

41 This Drug and Alcohol Testing Policy applies to all safety-sensitive employees  
42 (full- or part-time) when performing safety sensitive duties City of Taft, Taft Area  
43 Transit employees that do not perform safety-sensitive functions are also  
44 covered under this policy under the sole authority of City of Taft, Taft Area  
45 Transit. A safety-sensitive function is operation of mass-public transit service  
46 including the operation of a revenue service vehicle (whether or not the vehicle is

47 in revenue service), maintenance of a revenue service vehicle or equipment used  
48 in revenue service, security personnel who carry firearms, dispatchers or person  
49 controlling the movement of revenue service vehicles and any other transit  
50 employee who ~~is required to hold a Commercial Drivers License~~operates a  
51 vehicle that requires a Commercial Drivers License to operate. Maintenance  
52 functions include the repair, overhaul, and rebuild of engines, vehicles and/or  
53 equipment used in revenue service. A list of safety-sensitive positions who  
54 perform one or more of the above mentioned duties is provided in Attachment A.  
55 Supervisors are only safety sensitive if they perform one of the above functions.  
56 Volunteers are considered safety sensitive and subject to testing if they are  
57 required to hold a CDL, or receive remunerated for service in excess of actual  
58 expense.

### 60 **C. DEFINITIONS**

61  
62 *Accident*: An occurrence associated with the operation of a vehicle even when  
63 not in revenue service in revenue service, if as a result:

- 64 1. An individual dies;
- 65 2. An individual suffers a bodily injury and immediately receives  
66 medical treatment away from the scene of the accident; or,
- 67 3. One or more vehicles incur disabling damage as the result of the  
68 occurrence and are transported away from the scene by a tow truck  
69 or other vehicle. For purposes of this definition, *disabling damage*  
70 means damage which precludes departure of any vehicle from the  
71 scene of the occurrence in its usual manner in daylight after simple  
72 repairs. Disabling damage includes damage to vehicles that could  
73 have been operated but would have been further damaged if so  
74 operated, but does not include damage which can be remedied  
75 temporarily at the scene of the occurrence without special tools or  
76 parts, tire disablement without other damage even if no spare tire is  
77 available, or damage to headlights, taillights, turn signals, horn,  
78 ~~mirrors~~ or windshield wipers that makes them inoperative.

79  
80 *Adulterated specimen*: A specimen that contains a substance that is not  
81 expected to be present in human urine, or contains a substance expected to be  
82 present but is at a concentration so high that it is not consistent with human  
83 urine.

84  
85 *Alcohol*: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low  
86 molecular weight alcohols contained in any beverage, mixture, mouthwash,  
87 candy, food, preparation or medication.

88  
89 *Alcohol Concentration*: Expressed in terms of grams of alcohol per 210 liters of  
90 breath as measured by an evidential breath testing device.

91

92 | *Canceled Test:* [A drug or alcohol test that has a problem identified that cannot be](#)  
93 | [or has not been corrected, or which is cancelled. A drug test that has been](#)  
94 | [declared invalid by a Medical Review Officer.](#) A canceled test is neither positive  
95 | nor negative.

96 |  
97 | *Covered Employee:* An employee who performs a safety-sensitive function  
98 | including an applicant or transferee who is being considered for hire into a safety-  
99 | sensitive function (See Attachment A for a list of covered employees), and other  
100 | employees, applicants, or transferee that will not perform a safety-sensitive  
101 | function but falls under the policy of the company's own authority.

102 |  
103 | *Designated Employer Representative (DER):* An employee authorized by the  
104 | employer to take immediate action to remove employees from safety-sensitive  
105 | duties and to make required decisions in testing. The DER also receives test  
106 | results and other communications for the employer, consistent with the  
107 | requirements of 49 CFR Parts 40 and 655.

108 |  
109 | *Department of Transportation (DOT):* [For the purposes of Drug and Alcohol](#)  
110 | [testing oversight, DOT is the Department of the federal government which](#)  
111 | includes the, Federal Transit Administration, Federal Railroad Administration,  
112 | Federal Highway Administration, Federal Motor Carriers' Safety Administration,  
113 | [Pipeline & Hazardous Materials Safety Administration, Research and Special](#)  
114 | [Programs](#), and the Office of the Secretary of Transportation.

115 |  
116 | *Dilute specimen:* A specimen with creatinine and specific gravity values that are  
117 | lower than expected for human urine.

118 |  
119 | *Disabling damage:* Damage which precludes departure of any vehicle from the  
120 | scene of the occurrence in its usual manner in daylight after simple repairs.  
121 | Disabling damage includes damage to vehicles that could have been operated  
122 | but would have been further damaged if so operated, but does not include  
123 | damage which can be remedied temporarily at the scene of the occurrence  
124 | without special tools or parts, tire disablement without other damage even if no  
125 | spare tire is available, or damage to headlights, taillights, turn signals, horn,  
126 | ~~mirrors~~ or windshield wipers that makes them inoperative.

127 |  
128 | *Evidentiary Breath Testing Device (EBT):* A Device approved by the NHTSA for  
129 | the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations.  
130 | Approved devices are listed on the National Highway Traffic Safety  
131 | Administration (NHTSA) conforming products list.

132 |  
133 | *Medical Review Officer (MRO):* A licensed physician (medical doctor or doctor of  
134 | osteopathy) responsible for receiving laboratory results generated by the drug  
135 | testing program who has knowledge of substance abuse disorders, and has  
136 | appropriate medical training to interpret and evaluate an individual's confirmed

137 positive test result, together with his/her medical history, and any other relevant  
138 bio-medical information.

139  
140 *Negative Dilute:* A drug test result which is negative for the five drug/drug  
141 metabolites but has a specific gravity value lower than expected for human urine.

142  
143 *Negative test result:* The verified presence of the identified drug or its metabolite  
144 below the minimum levels specified in 49 CFR Part 40, as amended. An alcohol  
145 concentration of less than 0.02 BAC is a negative test result.

146 *Non-negative test result:* A test result found to be adulterated, substitute, invalid,  
147 or positive for drug/drug metabolites.

148  
149 *Performing (a safety-sensitive function):* A covered employee is considered to be  
150 performing a safety-sensitive function and includes any period in which he or she  
151 is actually performing, ready to perform, or immediately available to perform such  
152 functions.

153  
154 *Positive test result:* A verified presence of the identified drug or its metabolite at  
155 or above the minimum levels specified in 49 CFR Part 40, as amended. A  
156 positive alcohol test result means a confirmed alcohol concentration of 0.04 BAC  
157 or greater.

158  
159 *Prohibited drug:* Identified as marijuana, cocaine, opiates, amphetamines, or  
160 phencyclidine at levels above the minimum thresholds specified in 49 CFR Part  
161 40, as amended.

162  
163 *Revenue Service Vehicles:* All transit vehicles that are used for passenger  
164 transportation service or that require a CDL to operate. Include all ancillary  
165 vehicles used in support of the transit system.

166  
167 *Safety-sensitive functions:* Employee duties identified as:

- 168 (1) The operation of a transit revenue service vehicle even when the  
169 vehicle is not in revenue service.  
170 (2) The operation of a non-revenue service vehicle by an employee when  
171 the operation of such a vehicle requires the driver to hold a  
172 Commercial Drivers License (CDL).  
173 (3) Maintaining a revenue service vehicle or equipment used in revenue  
174 service.  
175 (4) Controlling the movement of a revenue service vehicle and  
176 (5) Carrying a firearm for security purposes.

177  
178 *Substance Abuse Professional (SAP):*  
179 [A licensed physician \(medical doctor or doctor of osteopathy\) or licensed or](#)  
180 [certified psychologist, social worker, employee assistance professional, state-](#)  
181 [licensed marriage and family therapist, or drug and alcohol counselor \(certified](#)  
182 [by the National Association of Alcoholism and Drug Abuse Counselors](#)

183 Certification Commission or by the International Certification Reciprocity  
184 Consortium/Alcohol and other Drug Abuse(ICRC) or by the National Board for  
185 Certified Counselors, Inc. and Affiliates/Master Addictions Counselor (NBCC))  
186 with knowledge of and clinical experience in the diagnosis and treatment of drug  
187 and alcohol related disorders.

188 ~~A licensed physician (medical doctor or doctor of osteopathy) or licensed or~~  
189 ~~certified psychologist, social worker, employee assistance professional, or~~  
190 ~~addiction counselor (certified by the National Association of Alcoholism and Drug~~  
191 ~~Abuse Counselors Certification Commission or by the International Certification~~  
192 ~~Reciprocity Consortium/Alcohol and other Drug Abuse) with knowledge of and~~  
193 ~~clinical experience in the diagnosis and treatment of drug and alcohol related~~  
194 ~~disorders.~~

195  
196 *Substituted specimen:* A specimen with creatinine and specific gravity values that  
197 are so diminished that they are not consistent with normal human urine.

198  
199 *Test Refusal:* The following are considered a refusal to test if the employee:

- 200 (1) Fails to appear for any test (excluding pre-employment) within a  
201 reasonable time, as determined by the employer, after being  
202 directed to do so by the employer
- 203 (2) Fails to remain at the testing site until the testing process is  
204 complete
- 205 (3) Fails to provide a urine or breath specimen for any drug or alcohol  
206 test required by Part 40 or DOT agency regulations
- 207 (4) In the case of a directly observed or monitored collection in a drug  
208 test, fails to permit the observation or monitoring of your provision  
209 of a specimen
- 210 (5) Fails to provide a sufficient amount of urine or breath when  
211 directed, and it has been determined, through a required medical  
212 evaluation, that there was no adequate medical explanation for the  
213 failure
- 214 (6) Fails or declines to take a second test the employer or collector has  
215 directed you to take
- 216 (7) Fails to undergo a medical examination or evaluation, as directed  
217 by the MRO as part of the verification process, or as directed by the  
218 DER as part of the "shy bladder" or "shy lung" procedures
- 219 (8) Fails to cooperate with any part of the testing process (e.g., refuse  
220 to empty pockets when so directed by the collector, behave in a  
221 confrontational way that disrupts the collection process)
- 222 (9) If the MRO reports that there is verified adulterated or substituted  
223 test result
- 224 (10) Failure or refusal to sign Step 2 of the alcohol testing form
- 225 (11) Failure to follow the observer's instructions during an observed  
226 collection including instructions to raise your clothing above the  
227 waist, lower clothing and underpants, and to turn around to permit  
228 the observer to determine if you have any type of prosthetic or

- 229 other device that could be used to interfere with the collection  
230 process.
- 231 (12) Possess or wear a prosthetic or other device that could be used to  
232 interfere with the collection process
- 233 (13) Admit to the collector or MRO that you adulterated or substituted  
234 the specimen.
- 235 ~~(1) Fails to appear for any test (excluding pre-employment) within a~~  
236 ~~reasonable time, as determined by the employer, after being~~  
237 ~~directed to do so by the employer;~~
- 238 ~~(2) Fails to remain at the testing site until the testing process is~~  
239 ~~complete;~~
- 240 ~~(3) Fails to provide a urine or breath specimen for any drug or alcohol~~  
241 ~~test required by Part 40 or DOT agency regulations;~~
- 242 ~~(4) In the case of a directly observed or monitored collection in a drug~~  
243 ~~test, fails to permit the observation or monitoring of your provision~~  
244 ~~of a specimen;~~
- 245 ~~(5) Fails to provide a sufficient amount of urine or breath when~~  
246 ~~directed, and it has been determined, through a required medical~~  
247 ~~evaluation, that there was no adequate medical explanation for the~~  
248 ~~failure;~~
- 249 ~~(6) Fails or declines to take a second test the employer or collector has~~  
250 ~~directed you to take;~~
- 251 ~~(7) Fails to undergo a medical examination or evaluation, as directed~~  
252 ~~by the MRO as part of the verification process, or as directed by the~~  
253 ~~DER as part of the "shy bladder" or "shy lung" procedures;~~
- 254 ~~(8) Fails to cooperate with any part of the testing process (e.g., refuse~~  
255 ~~to empty pockets when so directed by the collector, behave in a~~  
256 ~~confrontational way that disrupts the collection process);~~
- 257 ~~(9) If the MRO reports that there is verified adulterated or substituted~~  
258 ~~test result; and~~
- 259 ~~(10) Failure or refusal to sign Step 2 of the alcohol testing form.~~

260

261 *Verified negative test:* A drug test result reviewed by a medical review officer and  
262 determined to have no evidence of prohibited drug use above the minimum cutoff  
263 levels established by the Department of Health and Human Services (HHS).

264

265 *Verified positive test:* A drug test result reviewed by a medical review officer and  
266 determined to have evidence of prohibited drug use above the minimum cutoff  
267 levels specified in 49 CFR Part 40 as revised.

268

269 *Validity testing:* The evaluation of the specimen to determine if it is consistent  
270 with normal human urine. The purpose of validity testing is to determine whether  
271 certain adulterants or foreign substances were added to the urine, if the urine  
272 was diluted, or if the specimen was substituted.

273  
274

#### **D. EDUCATION AND TRAINING**

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- 1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.
- 2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse. Under the City of Taft, Taft Area Transit's own authority, supervisory personnel will also be trained on how to intervene constructively, and how to effectively integrate an employee back into his/her work group following intervention and/or treatment.
- 3) Information on the signs, symptoms, health effects, and consequences of alcohol misuse is presented in Attachment B of this policy.

**E. PROHIBITED SUBSTANCES**

- 1) Prohibited substances addressed by this policy include the following.
    - a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, as which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy
- Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all covered employees be tested for marijuana, cocaine, amphetamines, opiates, and phencyclidine as

321 described in Section H of this policy. Illegal use of these five drugs  
322 is prohibited at all times and thus, covered employees may be  
323 tested for these drugs anytime that they are on duty.

324  
325 1. Legal Drugs: The appropriate use of legally prescribed drugs and  
326 non-prescription medications is not prohibited. However, the use of  
327 any substance which carries a warning label that indicates that  
328 mental functioning, motor skills, or judgment may be adversely  
329 affected must be reported to a City of Taft, Taft Area Transit  
330 supervisor and the employee is required to provide a written  
331 release from his/her doctor or pharmacist indicating that the  
332 employee can perform his/her safety-sensitive functions.

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333  
334 2. Alcohol: The use of beverages containing alcohol (including any  
335 mouthwash, medication, food, candy) or any other substances  
336 such that alcohol is present in the body while performing safety-  
337 sensitive job functions is prohibited. A reasonable suspicion or  
338 random alcohol test can only be performed on a covered employee  
339 under 49 CFR Part 655 just before, during, or just after the  
340 performance of safety-sensitive job functions. Under City of Taft,  
341 Taft Area Transit authority, a NONDOT, alcohol test can be  
342 performed any time a covered employee is on duty.

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#### 343 344 **F. PROHIBITED CONDUCT**

- 345
- 346 1) All covered employees are prohibited from reporting for duty or remaining  
347 on duty any time there is a quantifiable presence of a prohibited drug in  
348 the body above the minimum thresholds defined in 49 CFR PART 40, as  
349 amended.
  - 350  
351 2) Each covered employee is prohibited from consuming alcohol while  
352 performing safety-sensitive job functions or while on-call to perform safety-  
353 sensitive job functions. If an on-call employee has consumed alcohol,  
354 they must acknowledge the use of alcohol at the time that they are called  
355 to report for duty. The covered employee will subsequently be relieved of  
356 his/her on-call responsibilities and subject to discipline.
  - 357  
358 3) The Transit Department shall not permit any covered employee to perform  
359 or continue to perform safety-sensitive functions if it has actual knowledge  
360 that the employee is using alcohol.
  - 361  
362 4) Each covered employee is prohibited from reporting to work or remaining  
363 on duty requiring the performance of safety-sensitive functions while  
364 having an alcohol concentration of 0.02 or greater regardless of when the  
365 alcohol was consumed.
- 366

- 367 5) No covered employee shall consume alcohol for eight (8) hours following  
368 involvement in an accident or until he/she submits to the post-accident  
369 drug/alcohol test, whichever occurs first.  
370
- 371 6) No covered employee shall consume alcohol within four (4) hours prior to  
372 the performance of safety-sensitive job functions.  
373
- 374 7) City of Taft, Taft Area Transit under its own authority also prohibits the  
375 consumption of alcohol all times employee is on duty, or anytime the  
376 employee is in uniform.  
377
- 378 8) Consistent with the Drug-free Workplace Act of 1988, all City of Taft, Taft  
379 Area Transit employees are prohibited from engaging in the unlawful  
380 manufacture, distribution, dispensing, possession, or use of prohibited  
381 substances in the work place including Transit Department premises and  
382 transit vehicles.  
383

384 **G. DRUG STATUTE CONVICTION**

385  
386 Consistent with the Drug Free Workplace Act of 1998, all employees are required  
387 to notify the City of Taft, Taft Area Transit management of any criminal drug  
388 statute conviction for a violation occurring in the workplace within five days after  
389 such conviction. Failure to comply with this provision shall result in disciplinary  
390 action as defined in Section Q.10 of this policy.  
391

392 **H. TESTING REQUIREMENTS**

- 393  
394 1) Analytical urine drug testing and breath testing for alcohol will be  
395 conducted as required by 49CFR part 40 as amended. All covered  
396 employees shall be subject to testing prior to performing safety-sensitive  
397 duty, for reasonable suspicion, following an accident, and random as  
398 defined in Section K, L, M, and N of this policy, and return to duty/follow-  
399 up.  
400
- 401 2) All covered employees who have tested positive for drugs or alcohol will  
402 be tested prior to returning to duty after completion of the Substance  
403 Abuse Professional's recommended treatment program and subsequent  
404 release to duty. Follow-up testing will also be conducted following return-  
405 to-duty for a period of one to five years, with at least six tests performed  
406 during the first year. The duration and frequency of the follow-up testing  
407 above the minimum requirements will be at the discretion of the  
408 Substance Abuse Professional.  
409
- 410 3) A drug test can be performed any time a covered employee is on duty. A  
411 [reasonable suspicion or random](#) alcohol test can only be performed just  
412 before, during, or after the performance of a safety-sensitive job function.

413 Under City of Taft, Taft Area Transit authority, an ~~NONDOT~~ alcohol test  
414 can be performed any time a covered employee is on duty.

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- 415
- 416 4) All covered employees will be subject to urine drug testing and breath  
417 alcohol testing as a condition of ongoing employment with City of Taft, Taft  
418 Area Transit. Any safety-sensitive employee who refuses to comply with a  
419 request for testing shall be removed from duty and subject to discipline as  
420 defined in Section Q.3 of this policy. ~~Any covered employee who is~~  
421 ~~suspected of providing false information in connection with a drug test, or~~  
422 ~~who is suspected of falsifying test results through tampering,~~  
423 ~~contamination, adulteration, or substitution will be required to undergo an~~  
424 ~~observed collection. Verification of the above listed actions will be~~  
425 ~~considered a test refusal and will result in the employee's removal from~~  
426 ~~duty and disciplined as defined in Section Q.3 of this policy. Refer to~~  
427 Section Q for behavior that constitutes a refusal to test.  
428

#### 429 I. **DRUG TESTING PROCEDURES**

- 430
- 431 1) Testing shall be conducted in a manner to assure a high degree of  
432 accuracy and reliability and using techniques, equipment, and laboratory  
433 facilities which have been approved by the U.S. Department of Health and  
434 Human Service (HHS). All testing will be conducted consistent with the  
435 procedures set forth in 49 CFR Part 40, as amended. The procedures will  
436 be performed in a private, confidential manner and every effort will be  
437 made to protect the employee, the integrity of the drug testing procedure,  
438 and the validity of the test result.  
439

440 2) The drugs that will be tested for include marijuana, cocaine,  
441 opiates, amphetamines, and phencyclidine. After the identity of the donor  
442 is checked using picture identification, a urine specimen will be collected  
443 using the split specimen collection method described in 49 CFR Part 40,  
444 as amended. Each specimen will be accompanied by a DOT Chain of  
445 Custody and Control Form and identified using a unique identification  
446 number that attributes the specimen to the correct individual. The  
447 specimen analysis will be conducted at a HHS certified laboratory. An  
448 initial drug screen and validity test will be conducted on the primary urine  
449 specimen. For those specimens that are not negative, a confirmatory Gas  
450 Chromatography/Mass Spectrometry (GC/MS) test will be performed. The  
451 test will be considered positive if the amounts of the drug(s) and/or its  
452 metabolites identified by the GC/MS test are above the minimum  
453 thresholds established in 49 CFR Part 40, as amended.  
454

- 455 3) The test results from the HHS certified laboratory will be reported to a  
456 Medical Review Officer. A Medical Review Officer (MRO) is a licensed  
457 physician with detailed knowledge of substance abuse disorders and drug  
458 testing. The MRO will review the test results to ensure the scientific

459 validity of the test and to determine whether there is a legitimate medical  
460 explanation for a confirmed positive, substitute, or adulterated test result.  
461 The MRO will attempt to contact the employee to notify the employee of  
462 the non-negative laboratory result, and provide the employee with an  
463 opportunity to explain the confirmed laboratory test result. The MRO will  
464 subsequently review the employee's medical history/medical records as  
465 appropriate to determine whether there is a legitimate medical explanation  
466 for a non-negative laboratory result. If no legitimate medical explanation  
467 is found, the test will be verified positive or refusal to test and reported to the  
468 City of Taft, Taft Area Transit Drug and Alcohol Program Manager  
469 (DAPM). If a legitimate explanation is found, the MRO will report the test  
470 result as negative to the DAPM and no further action will be taken.  
471

472 4) If the test is invalid with out a medical explanation, a retest will be  
473 conducted under direct observation.  
474

475 5) Any covered employee who questions the results of a required drug test  
476 under paragraphs L through P of this policy may request that the split  
477 sample be tested. The split sample test must be conducted at a second  
478 HHS-certified laboratory ~~with no affiliation with the laboratory that~~  
479 ~~analyzed the primary specimen.~~ The test must be conducted on the split  
480 sample that was provided by the employee at the same time as the  
481 primary sample. The method of collecting, storing, and testing the split  
482 sample will be consistent with the procedures set forth in 49 CFR Part 40,  
483 as amended. The employee's request for a split sample test must be  
484 made to the Medical Review Officer within 72 hours of notice of the  
485 original sample verified test result. Requests after 72 hours will only be  
486 accepted at the discretion of the MRO if the delay was due to  
487 documentable facts that were beyond the control of the employee. City of  
488 Taft, Taft Area Transit will ensure that the cost for the split specimen are  
489 covered in order for a timely analysis of the sample, however City of Taft,  
490 Taft Area Transit will seek reimbursement for the split sample test from the  
491 employee.  
492

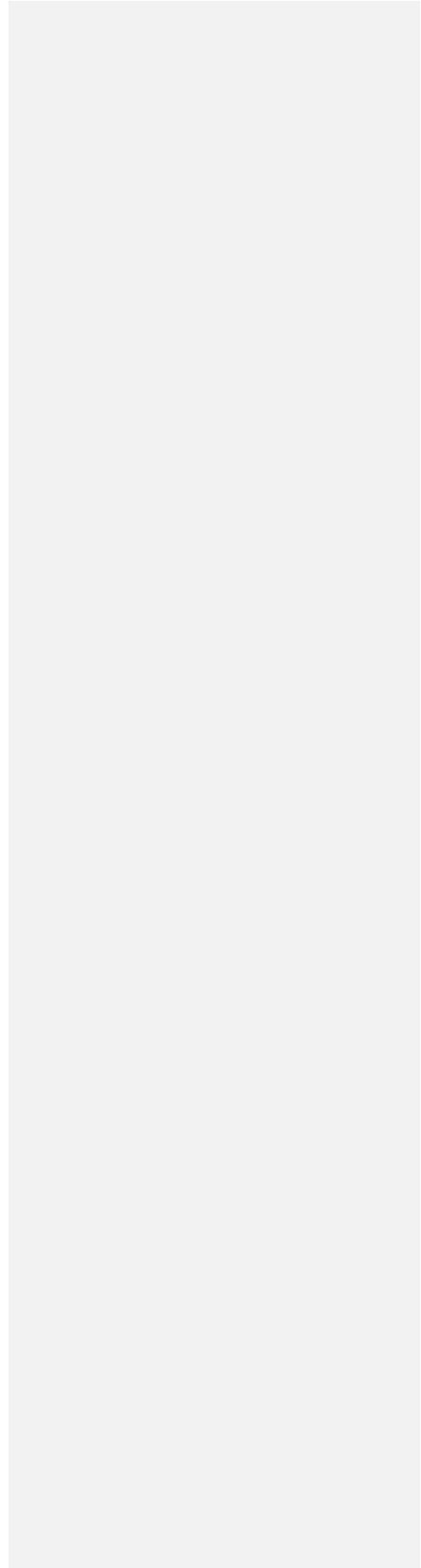
493 6) If the analysis of the split specimen fails to confirm the presence of the  
494 drug(s) detected in the primary specimen, if the split specimen is not able  
495 to be analyzed, or if the results of the split specimen are not scientifically  
496 adequate, the MRO will declare the original test to be canceled. If the split  
497 specimen is not able to be analyzed the MRO will direct City of Taft, Taft  
498 Area Transit to retest the employee under direct observation.  
499

500 7) The split specimen will be stored at the initial laboratory until the analysis  
501 of the primary specimen is completed. If the primary specimen is  
502 negative, the split will be discarded. - If the primary specimen is positive, it  
503 will be retained in frozen storage for one year and the split specimen will  
504 also be retained for one year. If the primary is positive, the primary and the

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~~split will be retained for longer than one year for testing if so requested by the employee through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency. If the primary is positive, the split will be retained for testing if so requested by the employee through the Medical Review Officer. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year.~~



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Observed collections

a. Consistent with 49 CFR part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:

i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to City of Taft that there was not an adequate medical explanation for the result;

ii. The MRO reports to City of Taft that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;

iii. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen to you as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).

iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;

v. The temperature on the original specimen was out of range;

vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.

vii. All follow-up-tests; or

viii. All return-to-duty tests

~~i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to City of Taft, Taft Area Transit that there was not an adequate medical explanation for the result; or~~

~~ii. The MRO reports to City of Taft, Taft Area Transit that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed.~~

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~~iii. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen or~~

~~iv. The temperature on the original specimen was out of range.~~

- 8) In addition, City of Taft, Taft Area Transit may direct a collection under direct observation of an employee if the drug test is a return-to-duty test or a follow-up test.

**J. ALCOHOL TESTING PROCEDURES**

- 1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). Alcohol screening tests may be performed using a non-evidential testing device which is also approved by NHSTA. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted at least fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.
- 2) An employee who has a confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q.4-5 of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in Section Q.9 of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.
- 3) The Transit Department affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or

604 procedural flaws that do not impact the test result will not result in a  
605 cancelled test.

606  
607 4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended,  
608 shall be used for all FTA required testing. Failure of an employee to sign  
609 step 2 of the ATF will be considered a refusal to submit to testing.  
610

611 **K. PRE-EMPLOYMENT TESTING**

612  
613 1) All applicants for covered transit positions shall undergo urine drug testing  
614 *and breath alcohol testing* prior to performance of a safety-sensitive  
615 function.

616 b.a. All offers of employment for covered positions shall be  
617 extended conditional upon the applicant passing a drug *and alcohol*  
618 *test*. An applicant shall not be placed into a safety -sensitive  
619 position unless the applicant takes a drug test with verified negative  
620 results, *and an alcohol concentration below 0.02*.

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622 e.b. A non-covered employee shall not be placed, transferred or  
623 promoted into a covered position until the employee takes a drug  
624 test with verified negative results *and an alcohol concentration*  
625 *below 0.02*.

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627 d.c. If an applicant fails a pre-employment drug or alcohol test,  
628 the conditional offer of employment shall be rescinded. Failure of a  
629 pre-employment drug and/or alcohol test will disqualify an applicant  
630 for employment for a period of at least one year. The applicant  
631 must provide the employer proof of having successfully completed  
632 a referral, evaluation and treatment plan as described in section  
633 655.62 of subpart G. The cost for the assessment and any  
634 subsequent treatment will be the sole responsibility of the applicant.  
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636 e.d. When an employee being placed, transferred, or promoted  
637 from a non-covered position to a covered position submits a drug  
638 test with a verified positive result, *and/or an alcohol concentration*  
639 *above 0.04* the employee shall be subject to disciplinary action in  
640 accordance with Section Q. ~~4-5 and 9~~ herein.

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642 f.e. If a pre-employment/pre-transfer test is canceled, City of Taft, Taft  
643 Area Transit will require the applicant to take and pass another pre-  
644 employment drug test.

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646 g.f. In instances where a covered employee ~~is on extended leave~~  
647 does not perform safety-sensitive functions for a period of 90 days or  
648 more regardless of reason, and is not in the random testing pool  
649 during that time, the employee will be required to take a drug *and*

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alcohol test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.

~~h.g.~~ An applicant with a dilute negative test result will be required to retest.

~~h.~~ Applicants are required (even if ultimately not hired) to provide City of Taft with signed written releases requesting FTA drug and alcohol records from all previous, DOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. City of Taft is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a DOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a DOT covered employer, the applicant must provide City of Taft proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

~~i.~~ Applicants are required to report previous DOT covered employer drug and alcohol test results. Failure to do so will result in the employment offer being rescinded. If the applicant has tested positive or refused to test on a pre-employment test for a DOT covered employer, the applicant must provide City of Taft, Taft Area Transit proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

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**L. REASONABLE SUSPICION TESTING**

1) All City of Taft, Taft Area Transit covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under City of Taft, Taft Area Transit's authority, a NONDOT reasonable suspicion alcohol test may be performed any time

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695 | the covered employee is on duty. A reasonable suspicion drug test can  
696 | be performed any time the covered employee is on duty.

697 |  
698 | 2) City of Taft, Taft Area Transit shall be responsible for transporting the  
699 | employee to the testing site. Supervisors should avoid placing themselves  
700 | and/or others into a situation which might endanger the physical safety of  
701 | those present. The employee shall be placed on administrative leave  
702 | pending disciplinary action described in Section Q-4-5 and 9 of this policy.  
703 | An employee who refuses an instruction to submit to a drug/alcohol test  
704 | shall not be permitted to finish his or her shift and shall immediately be  
705 | placed on administrative leave pending disciplinary action as specified in  
706 | Section Q-3 of this policy.

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708 | 3) A written record of the observations which led to a drug/alcohol test based  
709 | on reasonable suspicion shall be prepared and signed by the supervisor  
710 | making the observation. This written record shall be submitted to the City  
711 | of Taft, Taft Area Transit management and shall be attached to the forms  
712 | reporting the test results.

713 |  
714 | 4) When there are no specific, contemporaneous, articulable objective facts  
715 | that indicate current drug or alcohol use, but the employee (who is not  
716 | already a participant in a treatment program) admits the abuse of alcohol  
717 | or other substances to a supervisor in his/her chain of command, the  
718 | employee shall be referred to the SAP for an assessment. City of Taft,  
719 | Taft Area Transit shall place the employee on administrative leave in  
720 | accordance with the provisions set forth under Section Q-9 of this policy.  
721 | Testing in this circumstance would be performed under the direct authority  
722 | of the City of Taft, Taft Area Transit. Since the employee self-referred to  
723 | management, testing under this circumstance would not be considered a  
724 | violation of this policy or a positive test result under Federal authority.  
725 | However, self-referral does not exempt the covered employee from testing  
726 | under Federal authority as specified in Sections L through N of this policy  
727 | or the associated consequences as specified in Section Q-9.

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### 729 | **M. POST-ACCIDENT TESTING**

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731 | 1) FATAL ACCIDENTS - All covered employees will be required to undergo  
732 | urine and breath testing if they are involved in an accident with a transit  
733 | ~~revenue service~~ vehicle regardless of whether or not the vehicle is in  
734 | revenue service that results in a fatality. This includes all surviving  
735 | covered employees that are operating the vehicle at the time of the  
736 | accident and any other whose performance ~~cannot be completely~~  
737 | ~~discounted as a contributing factor~~ could have contributed to the accident.

738 |

739 | 2) NON-FATAL ACCIDENTS - ~~In addition, a~~ post-accident test of the  
740 | operator will be conducted if an accident results in injuries requiring

741 immediate transportation to a medical treatment facility; or one or more  
742 vehicles incurs disabling damage, unless the operators' performance can  
743 be completely discounted as a contributing factor to the accident.  
744

- 745 1. As soon as practicable following an accident, as defined in this  
746 policy, the transit supervisor investigating the accident will notify the  
747 transit employee operating the transit vehicle and all other covered  
748 employees whose performance could have contributed to the  
749 accident of the need for the test. The supervisor will make the  
750 determination using the best information available at the time of the  
751 decision.  
752
- 753 2. The appropriate transit supervisor shall ensure that an employee,  
754 required to be tested under this section, is tested as soon as  
755 practicable, but no longer than eight (8) hours of the accident for  
756 alcohol, and within 32 hours for drugs. If an alcohol test is not  
757 performed within two hours of the accident, the Supervisor will  
758 document the reason(s) for the delay. If the alcohol test is not  
759 conducted within (8) eight hours, or the drug test within 32 hours,  
760 attempts to conduct the test must cease and the reasons for the  
761 failure to test documented.  
762
- 763 3. Any covered employee involved in an accident must refrain from  
764 alcohol use for eight (8) hours following the accident or until he/she  
765 undergoes a post-accident alcohol test.  
766
- 767 4. An employee who is subject to post-accident testing who fails to  
768 remain readily available for such testing, including notifying a  
769 supervisor of his or her location if he or she leaves the scene of the  
770 accident prior to submission to such test, may be deemed to have  
771 refused to submit to testing.  
772
- 773 5. Nothing in this section shall be construed to require the delay of  
774 necessary medical attention for the injured following an accident, or  
775 to prohibit an employee from leaving the scene of an accident for  
776 the period necessary to obtain assistance in responding to the  
777 accident, or to obtain necessary emergency medical care.  
778
- 779 6. In the rare event that City of Taft, Taft Area Transit is unable to  
780 perform an FTA drug and alcohol test (i.e., employee is  
781 unconscious, employee is detained by law enforcement agency),  
782 City of Taft, Taft Area Transit may use drug and alcohol post-  
783 accident test results administered by local law enforcement officials  
784 in lieu of the FTA test. The local law enforcement officials must  
785 have independent authority for the test and the employer must  
786 obtain the results in conformance with local law.

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**N. RANDOM TESTING**

- 1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees.
- 2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
- 3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates established by Federal regulations for those safety-sensitive employees subject to random testing by Federal regulations. The current random testing rate for drugs established by FTA equals fifty percent of the number of covered employees in the pool and the random testing rate for alcohol established by FTA equals ten percent of the number of covered employees in the pool.
- 4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
- 5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of employees that are included solely under City of Taft, Taft Area Transit authority.
- 6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can be performed just before, during, or just after the performance of a safety sensitive duty. However, under the City of Taft, Taft Area Transit's authority, a NONDOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- 7) Employees are required to proceed immediately to the collection site upon notification of their random selection.

**O. RETURN-TO-DUTY TESTING**

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832 All covered employees who previously tested positive on a drug or alcohol test or  
833 refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or  
834 both and be evaluated and released by the Substance Abuse Professional before  
835 returning to work. For an initial positive drug test a Return-to-Duty drug test is  
836 required and an alcohol test is allowed. For an initial positive alcohol test a  
837 Return-to-Duty alcohol test is required and a drug test is allowed. Following the  
838 initial assessment, the SAP will recommend a course of rehabilitation unique to  
839 the individual. The SAP will recommend the return-to-duty test only when the  
840 employee has successfully completed the treatment requirement and is known to  
841 be drug and alcohol-free and there are no undo concerns for public safety.

842

#### 843 **P. FOLLOW-UP TESTING**

844

845 Covered employees will be required to undergo frequent, unannounced drug  
846 and/or alcohol testing following their return-to-duty. The follow-up testing will be  
847 performed for a period of one to five years with a minimum of six tests to be  
848 performed the first year. The frequency and duration of the follow-up tests  
849 (beyond the minimums) will be determined by the SAP reflecting the SAP's  
850 assessment of the employee's unique situation and recovery progress. Follow-  
851 up testing should be frequent enough to deter and/or detect a relapse. Follow-up  
852 testing is separate and in addition to the random, post-accident, reasonable  
853 suspicion and return-to-duty testing.

854

855 In the instance of a self-referral or a management referral, the employee will be  
856 subject to non-USDOT follow-up tests and follow-up testing plans modeled using  
857 the process described in 49 CFR Part 40. However, all non-USDOT follow-up  
858 tests and all paperwork associated with an employee's return-to-work agreement  
859 that was not precipitated by a positive test result (or refusal to test) does not  
860 constitute a violation of the Federal regulations will be conducted under company  
861 authority and will be performed using non-DOT testing forms.

862

863

#### 864 **Q. RESULT OF DRUG/ALCOHOL TEST**

865

866 1) Any covered employee that has a verified positive drug or alcohol test, or  
867 refusal to test, will be removed from his/her safety-sensitive position,  
868 informed of educational and rehabilitation programs available and referred  
869 to a Substance Abuse Professional (SAP) for assessment. No employee  
870 will be allowed to return to duty requiring the performance of safety-  
871 sensitive job functions without the approval of the SAP and the employer.

872

873 ~~2) A drug test with the result of negative dilute will/will not be retested.~~

874

875 ~~3) A positive drug and/or alcohol test will also result in disciplinary action as~~  
876 ~~specified herein.~~

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- ~~1. As soon as practicable after receiving notice of a verified positive drug test result, a confirmed alcohol test result, or a test refusal, the City of Taft, Taft Area Transit Drug and Alcohol Program Manager will contact the employee's supervisor to have the employee cease performing any safety sensitive function.~~
- ~~2. The employee shall be referred to a Substance Abuse Professional for an assessment. The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited drug use or alcohol misuse.~~

3-2) Refusal to submit to a drug/alcohol test shall be considered a positive test result and a direct act of insubordination and shall result in termination. A test refusal includes the following circumstances:

- a. Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer
- b. Fails to remain at the testing site until the testing process is complete
- c. Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations
- d. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen
- e. Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
- f. Fails or declines to take a second test the employer or collector has directed you to take
- g. Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures
- h. Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process)
- i. If the MRO reports that there is verified adulterated or substituted test result
- j. Failure or refusal to sign Step 2 of the alcohol testing form
- k. Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.

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l. Possess or wear a prosthetic or other device that could be used to interfere with the collection process

m. Admit to the collector or MRO that you adulterated or substituted the specimen.

- ~~(1) A covered employee who consumes alcohol within eight (8) hours following involvement in an accident without first having submitted to post-accident drug/alcohol tests;~~
- ~~(2) A covered employee who leaves the scene of an accident without a legitimate explanation prior to submission to drug/alcohol tests;~~
- ~~(3) A covered employee who provides false information in connection with a drug test;~~
- ~~(4) A covered employee who provides an insufficient volume of urine specimen or breath sample without a valid medical explanation. The medical evaluation shall take place within 5 days of the initial test attempt;~~
- ~~(5) A verbal or written declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test within the specified time frame;~~
- ~~(6) A covered employee whose urine sample has been verified by the MRO as substitute or adulterated;~~
- ~~(7) A covered employee fails to appear for any test within a reasonable time, as determined by the employer, after being directed to do so by the employer;~~
- ~~(8) A covered employee fails to remain at the testing site until the testing process is complete;~~
- ~~(9) A covered employee fails to provide a urine specimen for any drug test required by Part 40 or DOT agency regulations;~~
- ~~(10) A covered employee fails to permit the observation or monitoring of a specimen collection;~~
- ~~(11) A covered employee fails or declines to take a second test the employer or collector has directed you to take;~~
- ~~(12) A covered employee fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures;~~
- ~~(13) A covered employee fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector; behave in a confrontational way that disrupts the collection process); and~~
- ~~(14) Failure to sign Step 2 of the Alcohol Testing form.~~

4)3) For the first instance of a verified positive test from a sample submitted as the result of a random, drug/alcohol test ( $\geq 0.04$  BAC), disciplinary action against the employee shall include:

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- a. Mandatory referral to Substance Abuse Professional for assessment, formulation of a treatment plan, and execution of a return to work agreement;
- b. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from City of Taft, Taft Area Transit employment.
  - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; in the judgment of the SAP the employee is cooperating with his/her SAP recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as defined in Section P of this policy.
- c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination.
- d. A periodic unannounced follow-up drug/alcohol test which results in a verified positive shall result in termination from City of Taft, Taft Area Transit employment.

~~5)4)~~ The second instance of a verified positive drug or alcohol ( $\geq 0.04$  BAC) test result including a sample submitted under the random, reasonable suspicion, return-to-duty, or follow-up drug/alcohol test provisions herein shall result in termination from City of Taft, Taft Area Transit employment.

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~~6)5)~~ A verified positive post-accident, or reasonable suspicion drug and/or alcohol ( $\geq 0.04$ ) test shall result in termination.

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~~7)6)~~ An alcohol test result of  $\geq 0.02$  to  $\leq 0.039$  BAC shall result in the removal of the employee from duty for eight hours or the remainder or the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to an alcohol test with a result of less than 0.02 BAC. If the employee has an alcohol test result of  $\geq 0.02$  to  $\leq 0.039$  two or more times within a six month period, the employee will be removed from duty and referred to the SAP for assessment and treatment consistent with Section Q.9 of this policy.

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~~8)7)~~ The cost of any treatment or rehabilitation services will be paid directly by the employee or their insurance provider. The employee will be permitted to take accrued sick leave or administrative leave to participate in the SAP prescribed treatment program. If the employee has insufficient accrued leave, the employee shall be placed on leave without pay until the

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1014 SAP has determined that the employee has successfully completed the  
1015 required treatment program and releases him/her to return-to-duty. Any  
1016 leave taken, either paid or unpaid, shall be considered leave taken under  
1017 the Family and Medical Leave Act.

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1019 9)8) In the instance of a self-referral or a management referral,  
1020 disciplinary action against the employee shall include:

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1022 a. Mandatory referral to a Substance Abusecompany approved  
1023 counseling. Professional for assessment, formulation of a treatment  
1024 plan, and execution of a return to work agreement;

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1025 b. Failure to execute, or remain compliant with the return-to-work  
1026 agreement shall result in termination from City of Taft, Taft Area  
1027 Transit employment.

1028 i. Compliance with the return-to-work agreement means that  
1029 the employee has submitted to a drug/alcohol test  
1030 immediately prior to returning to work; the result of that test  
1031 is negative; in the judgment of the SAP the employee is  
1032 cooperating with his/her SAP recommended treatment  
1033 program; and, the employee has agreed to periodic  
1034 unannounced follow-up testing as defined in Section P of  
1035 this policy.

1036 c. Refusal to submit to a periodic unannounced follow-up drug/alcohol  
1037 test shall be considered a direct act of insubordination and shall  
1038 result in termination.

1039 d. A self-referral or management referral to the SAP that was not  
1040 precipitated by a positive test result does not constitute a violation  
1041 of the Federal regulations and will not be considered as a positive  
1042 test result in relation to the progressive discipline defined in Section  
1043 Q-4-5 of this policy.

1044 e. Periodic unannounced follow-up drug/alcohol test conducted as a  
1045 result of a self-referral or management referral which results in a  
1046 verified positive shall be considered a positive test result in relation  
1047 to the progressive discipline defined in Section Q-4-5 of this policy.

1048 f. A Voluntary Referral does not shield an employee from disciplinary  
1049 action or guarantee employment with City of Taft, Taft Area Transit.

1050 g. A Voluntary Referral does not shield an employee from the  
1051 requirement to comply with drug and alcohol testing

1052  
1053 10)9) Failure of an employee to report within five days a criminal  
1054 drug statute conviction for a violation occurring in the workplace shall  
1055 result in termination.

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1057 **R. GRIEVANCE AND APPEAL**  
1058

1059 The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test  
1060 refusal is not subject to arbitration.

1061

1062 **S. PROPER APPLICATION OF THE POLICY**

1063

1064 City of Taft, Taft Area Transit is dedicated to assuring fair and equitable  
1065 application of this substance abuse policy. Therefore, supervisors/managers are  
1066 required to use and apply all aspects of this policy in an unbiased and impartial  
1067 manner. Any supervisor/manager who knowingly disregards the requirements of  
1068 this policy, or who is found to deliberately misuse the policy in regard to  
1069 subordinates, shall be subject to disciplinary action, up to and including  
1070 termination.

1071

1072 **T. INFORMATION DISCLOSURE**

1073

1074 1) Drug/alcohol testing records shall be maintained by the City of Taft, Taft  
1075 Area Transit Drug and Alcohol Program Manager and, except as provided  
1076 below or by law, the results of any drug/alcohol test shall not be disclosed  
1077 without express written consent of the tested employee.

1078

1079 2) The employee, upon written request, is entitled to obtain copies of any  
1080 records pertaining to their use of prohibited drugs or misuse of alcohol  
1081 including any drug or alcohol testing records. Covered employees have  
1082 the right to gain access to any pertinent records such as equipment  
1083 calibration records, and records of laboratory certifications. Employees  
1084 may not have access to SAP referrals and follow-up testing plans.

1085

1086 3) Records of a verified positive drug/alcohol test result shall be released to  
1087 the Drug and Alcohol Program Manager, Department Supervisor and  
1088 Personnel Manager on a need to know basis.

1089

1090 4) Records will be released to a subsequent employer only upon receipt of a  
1091 written request from the employee.

1092

1093 5) Records of an employee's drug/alcohol tests shall be released to the  
1094 adjudicator in a grievance, lawsuit, or other proceeding initiated by or on  
1095 behalf of the tested individual arising from the results of the drug/alcohol  
1096 test. The records will be released to the decision maker in the preceding.  
1097 The information will only be released with binding stipulation from the  
1098 decision maker will make it available only to parties in the preceding.  
1099 Records will be released to the National Transportation Safety Board  
1100 during an accident investigation.

1101

1102 6) Information will be released in a criminal or civil action resulting from an  
1103 employee's performance of safety-sensitive duties, in which a court of  
1104 competent jurisdiction determines that the drug or alcohol test information

1105 is relevant to the case and issues an order to the employer to release the  
1106 information. The employer will release the information to the decision  
1107 maker in the proceeding with a binding stipulation that it will only be  
1108 released to parties of the proceeding.

1109  
1110 7) Records will be released to the DOT or any DOT agency with regulatory  
1111 authority over the employer or any of its employees.

1112  
1113 8) Records will be released if requested by a Federal, state or local safety  
1114 agency with regulatory authority over City of Taft, Taft Area Transit or the  
1115 employee.

1116  
1117 9) If a party seeks a court order to release a specimen or part of a specimen  
1118 contrary to any provision of Part 40 as amended necessary legal steps to  
1119 contest the issuance of the order will be taken

1120  
1121 10) In cases of a contractor or sub-recipient of a state department of  
1122 transportation, records will be released when requested by such agencies  
1123 that must certify compliance with the regulation to the FTA.

1124  
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1126 PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20162.

1127 ATTEST: \_\_\_\_\_  
Randy Miller, Mayor

1128 \_\_\_\_\_  
Louise Hudgens, CMC  
1129 City Clerk

1130 STATE OF CALIFORNIA }  
1131 COUNTY OF KERN }SS  
1132 CITY OF TAFT }

1133 I, Louise Hudgens, City Clerk of the City of Taft, do hereby certify that the foregoing  
1134 Resolution was duly and regularly adopted by the City Council of the City of Taft at a regular  
1135 meeting thereof held on the \_\_\_\_\_ day of \_\_\_\_\_, 20162, by the following vote:

1136 AYES: COUNCILMEMBER:  
1137 NOES: COUNCILMEMBER:  
1138 ABSENT: COUNCILMEMBER:  
1139 ABSTAIN: COUNCILMEMBER:

1140  
1141

1142 LOUISE HUDGENS, CMC  
YVETTE MAYFIELD,  
CITY CLERK

1143 **SYSTEM CONTACTS**

1144

1145 Any questions regarding this policy or any other aspect of the substance abuse  
1146 policy should be directed to the following individual(s).

1147

1148 City of Taft, Taft Area Transit Drug and Alcohol Program Manager

1149 Name: Lonn Boyer

1150 Title: Director of Human Resources/Assistant City Manager

1151 Address: 209 East Kern Street, Taft, CA 93268

1152 Telephone Number: 661-763-1222 ext. 14

1153

1154 Medical Review Officer

1155 Name: Dr. Tang

1156 Title:

1157 Address: 109 Adkisson Way, Taft, CA 93268

1158 Telephone Number: 661-763-4124

1159

1160 Substance Abuse Professional

1161 Name:

1162 Title:

1163 Address:

1164 Telephone Number:

1165

1166 HHS Certified Laboratory Primary Specimen

1167 Quest Diagnostic

1168 TAGS/AMS

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1170 HHS Certified Laboratory Split Specimen

1171 Quest Diagnostic

1172 TAGS/AMS

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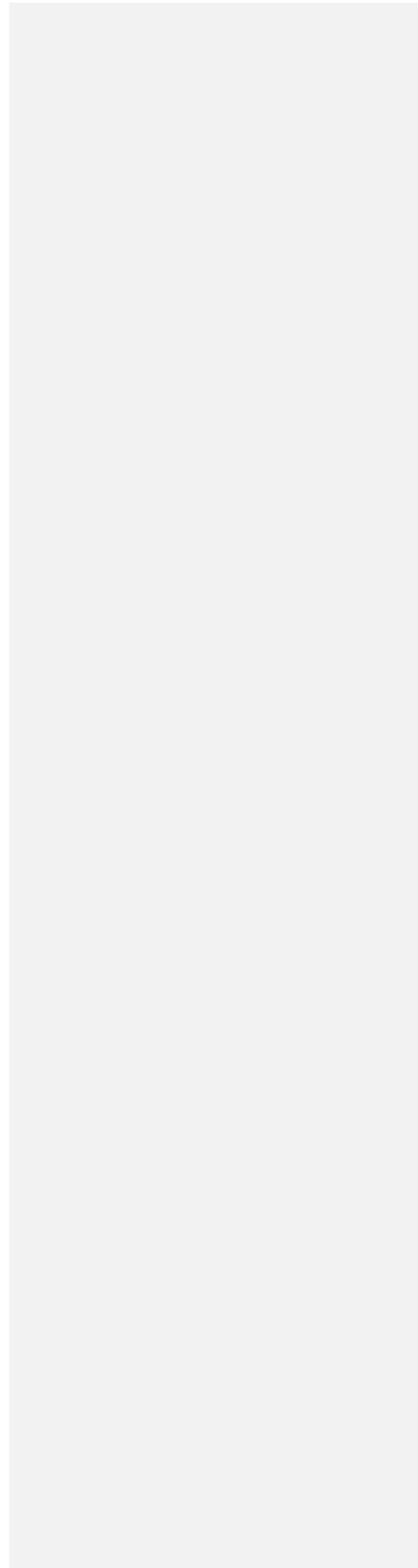
**Attachment A**

**Job Classifications**

Testing Authority

Fleet Manager  
Mechanic  
Transit Coordinator  
Transit Dispatcher  
Transit Driver

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## Attachment B Alcohol Fact Sheet

**Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical and mood-altering effects, it is a substance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.**

### Signs and Symptoms of Use

- Dulled mental processes
- Lack of coordination
- Odor of alcohol on breath
- Possible constricted pupils
- Sleepy or stuporous condition
- Slowed reaction rate
- Slurred speech

(Note: Except for the odor, these are general signs and symptoms of any depressant substance.)

### Health Effects

The chronic consumption of alcohol (average of three servings per day of beer [12 ounces], whiskey [1 ounce], or wine [6 ounce glass]) over time may result in the following health hazards:

- Decreased sexual functioning
- Dependency (up to 10 percent of all people who drink alcohol become physically and/or mentally dependent on alcohol and can be termed "alcoholic")
- Fatal liver diseases
- Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma
- Kidney disease
- Pancreatitis
- Spontaneous abortion and neonatal mortality
- Ulcers
- Birth defects (up to 54 percent of all birth defects are alcohol related).
- Social Issues
- Two-thirds of all homicides are committed by people who drink prior to the crime.
- Two to three percent of the driving population is legally drunk at any one time. This rate is doubled at night and on weekends.

- 1233  Two-thirds of all Americans will be involved in an alcohol-related
- 1234  vehicle accident during their lifetimes.
- 1235  The rate of separation and divorce in families with alcohol dependency
- 1236  problems is 7 times the average.
- 1237  Forty percent of family court cases are alcohol problem related.
- 1238  Alcoholics are 15 times more likely to commit suicide than are other
- 1239  segments of the population.
- 1240  More than 60 percent of burns, 40 percent of falls, 69 percent of
- 1241  boating accidents, and 76 percent of private aircraft accidents are
- 1242  alcohol related.
- 1243  The Annual Toll
- 1244  24,000 people will die on the highway due to the legally impaired
- 1245  driver.
- 1246  12,000 more will die on the highway due to the alcohol-affected driver.
- 1247  15,800 will die in non-highway accidents.
- 1248  30,000 will die due to alcohol-caused liver disease.
- 1249  10,000 will die due to alcohol-induced brain disease or suicide.
- 1250  Up to another 125,000 will die due to alcohol-related conditions or
- 1251  accidents.
- 1252  Workplace Issues
- 1253  It takes one hour for the average person (150 pounds) to process one
- 1254  serving of an alcoholic beverage from the body.
- 1255  Impairment in coordination and judgement can be objectively
- 1256  measured with as little as two drinks in the body.
- 1257  A person who is legally intoxicated is 6 times more likely to have an
- 1258  accident than a sober person.
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**Attachment G**  
**Minimum Thresholds**

**INITIAL TEST CUTOFF LEVELS**

	(ng/ml)
Marijuana metabolites(1)	50
Cocaine metabolites(2)	300
Opiate metabolites(4)	2,000
Phencyclidine	25
Amphetamines	1,000

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**CONFIRMATORY TEST**  
**CUT/OFF LEVELS (ng/ml)**

Marijuana métabolites(1)	15
Cocaine métabolites(2)	150
Opiates: (4)	
—— Morphine	2,000
—— Codeine	2,000
Phencyclidine	25
Amphetamines:	
—— Amphetamines	500
—— Methamphetamine(3)	500

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(1) Delta 9 tetrahydrocannabinol-9 carboxylic acid; (2) Benzoylcegonine; (3) Specimen must also include amphetamine at a concentration greater than or equal to 200 mg/mL; (4) Laboratories must report quantitative values for morphine or codeine at 15,000ng/mL or above.



# City of Taft Agenda Report

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**DATE:** February 2, 2016  
**TO:** Honorable Mayor and Council Members  
**FROM:** Public Works Department

**AGENDA ITEM:**

**AUTHORIZE PURCHASE OF LAND FROM WESTSIDE ECONOMIC DEVELOPMENT CO. LLC**

**SUMMARY STATEMENT:**

As part of the Wastewater Treatment Plant (WWTP) Maintenance Project the City needs to purchase approximately two thirds of an acre from Westside Economic Development LLC. The additional land will be used to construct a septage receiving station for recreational and commercial uses. The purchase price of \$12,500 will be paid from WWTP capital reserves and charged to the USDA grant project if allowable.

**RECOMMENDATION:**

Motion to authorize the purchase of two thirds of an acre of land from Westside Economic Development LLC for the price of \$12,500 from WWTP Capital Reserves.

**IMPACT ON BUDGET (Y/N):** YES (\$12,500 WWTP Capital Reserves)

**ATTACHMENT (Y/N):** YES (Aerial Photo)

**PREPARED BY:** Public Works

**REVIEWED BY:**

<b>CITY CLERK</b>	<b>FINANCE DIRECTOR</b>	<b>CITY MANAGER</b>
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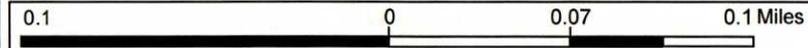


**Legend**

- Parcels
- Schools
- Hospitals

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This map is a user generated static output from an Internet mapping site and is for general reference only. The County of Kern assumes no liability for damages, incurred by the user of this information, which occur directly or indirectly as a result of errors, omissions or discrepancies in the information.

**Notes**  
Add notes here



# City of Taft Agenda Report

---

**DATE:** February 2, 2016  
**TO:** Honorable Mayor and Council Members  
**FROM:** Public Works Department

**AGENDA ITEM:**

**EMERGENCY REPLACEMENT OF HVAC BOILER TAFT CITY HALL**

**SUMMARY STATEMENT:**

The current HVAC boiler unit at Taft City Hall failed during normal winter operation which forced City staff to order a new replacement unit. The cost for the new unit was \$4017.01. The new unit was installed by city staff with no additional costs associated with labor.

**RECOMMENDATION:**

Motion to ratify emergency purchases in the amount of \$4017.01 for the replacement of the City Hall HVAC unit and appropriate funds out of Capital Reserves

**IMPACT ON BUDGET (Y/N):** YES \$4017.01 from Capital Reserves

**ATTACHMENT (Y/N):** YES (invoice)

**PREPARED BY:** Craig Jones

**REVIEWED BY:**

<b>CITY CLERK</b>	<b>FINANCE DIRECTOR</b>	<b>CITY MANAGER</b>
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# HOWARD INDUSTRIES

WHOLESALE DISTRIBUTORS / PARTS • SUPPLIES • EQUIPMENT  
HEATING • AIR CONDITIONING • REFRIGERATION • SHEET METAL

8855 WASHINGTON BOULEVARD  
CULVER CITY, CA 90232 (310)837-9100

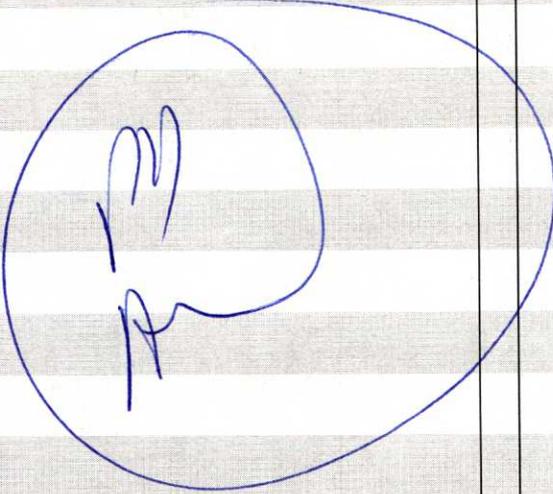
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DELIVERY WILL CAL	TYPE INVOICE	FILLED BY GA	DATE 01/27/16
PAYMENT TERMS <del>STANDARD</del>			
PURCHASE ORDER & JOB NUMBER		0000000000-0-160127-	
REMIT TO: P.O. BOX 3488, BEVERLY HILLS, CA 90212			

SOLD TO

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CITY OF TAFT

SHIP TO

SAME AS BILL-TO INFORMATION

ORDER	B/O	SHIP	PART NUMBER AND DESCRIPTION	T	GP	UNIT PRICE	AMOUNT
1		1	H3-HD401 826 SPACE SAVER HEATING BOILER S/N 1512412505	T	03	3,583.000	3,583.00
1		1	012768 826 KIT-D11 OUTDOOR STACK 6" HD401	T	99	85.500	85.50
							
TAXABLE AMOUNT		RESALE AMOUNT	OTHER AMOUNT	FREIGHT AMOUNT	SALES TAX	TOTAL DUE	
3,668.50		0.00	0.00	0.00	348.51		
<b>CHECK OUT OUR TRAINING PROGRAMS ON OUR WEBSITE AT</b> <a href="http://www.howind.com">www.howind.com</a> <b>LEAD THE WAY TO A HIGHER STANDARD</b>						PLEASE PAY THIS AMOUNT	4,017.01

ORDERS are accepted subject to delays in filling due in whole or part to any labor, materials, transportation or utility shortage or to any cause beyond our control.  
 ANY FEDERAL, STATE OR MUNICIPAL TAX imposed will be added to our prices and/or invoice total unless otherwise specified.  
 THE MANUFACTURERS we represent reserve the right to change specifications as conditions warrant without notice.  
 CLAIMS AND SHORTAGES - All goods are shipped at buyer's risk. Our responsibility ceases upon delivery of goods in good order to the carrier.  
 ALL ITEMS WILL BE PRICED at the prices that are in effect at the time of shipment, unless firm quotes are made.  
 NONWARRANTY BY CLIMATE INDUSTRIES, INC. dba HOWARD INDUSTRIES MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS. The only warranty which applies to the material sold by Howard Industries is the warranty made by the manufacturer.  
 ORDER CHANGES OR CANCELLATIONS resulting in additional charges will be charged to our customers.  
 ERRORS - We reserve the right to correct clerical errors in quotations, orders, acknowledgments, invoices or other documents.  
 NO GOODS will be accepted for return except by permission and subject to a 25% rehandling charge plus all transportation costs. Special purchases are not subject to return.  
 NOTICE: A 1-1/2% per month (18% per year) service charge will be added to balances not paid by the 25th of the month following date of invoice. Reasonable attorney's fees and costs incurred in collection of the amounts due, whether or not a lawsuit is filed, shall be customer's responsibility and added to the balance due.