

DRAFT PENDING COUNTY COUNSEL REVIEW

COUNTY OF EL DORADO
COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC IMPROVEMENTS IN SUPPORT OF AFFORDABLE
HOUSING NEW CONSTRUCTION PROGRAM
FORGIVABLE LOAN AGREEMENT

(SUNSET LANE APARTMENTS)

THIS LOAN AGREEMENT ("Agreement") is made as of the ____ day of _____, 2012, by and between the County of El Dorado, a political subdivision of the State of California ("County") and Mercy Housing California 55, a California Limited Partnership ("Borrower").

RECITALS

- A. Borrower is a California Limited Partnership whose general partner, Sunset Lane Apartments LLC, sole member of Mercy Housing Calwest, is organized under Section 501(c)(3) of the Internal Revenue Code.
- B. SLA's tax exempt purposes include, among other things, the development of multifamily affordable rental housing in Shingle Springs, unincorporated El Dorado County, California.
- C. On June 15, 2010, the El Dorado County Board of Supervisors authorized submittal of a Community Development Block Grant (CDBG) General Allocation Application to the California Department of Housing and Community Development (HCD). Included in the application was a request for funding to provide infrastructure in support of the Sunset Lane Apartments. The project was selected for up to Four Hundred Eighty Three Thousand Dollars (\$483,000) in PIHNC funding.
- D. The Borrower is the owner of, or holder of a fee or leasehold estate in, the real property located at Sunset Lane and Becken Lane, Shingle Springs, California, (Assessor's Parcel Numbers 090-430-21-100 and 090-430-22-100), County of El Dorado (the "Real Property"), more fully described in Exhibit A attached hereto and made a part hereof, on which it intends to develop a 40-unit affordable family rental development in Shingle Springs, known as Sunset Lane Apartments (the "Development"). Incomes and rents at the Development will be restricted by the various regulatory agencies that will be providing financing to the Development. Rents will be affordable to households with incomes of no more than sixty percent (60%) of the area median income.
- E. The Borrower has applied to the County for a loan ("Loan") to assist the Borrower in the completion of required off-site infrastructure improvements in support of the Project and the Borrower and County acknowledge and agree that the commitment of Loan funds by the County shall be solely and exclusively from and contingent upon receipt of grant funds by the County pursuant to that certain Standard Agreement Number

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10-STBG-6711, dated March 15, 2011, between the County and the State of California, by and through HCD (“Standard Agreement”) (Exhibit B).

F. The Loan will be provided by the County in accordance with federal and State regulations governing the CDBG Program as set forth in 24 CFR 570, Subpart I, of the federal regulations governing the CDBG Program. The Loan and this Agreement are intended to fully comply with CDBG Program requirements. To the extent this Agreement is inconsistent with CDBG Program requirements, the CDBG Program requirements will govern.

G. Pursuant to this Agreement, the County shall loan Four Hundred Eighty Three Thousand Dollars (\$483,000) in CDBG Program funds (“Funds”) to the Borrower, which is the minimum amount required for the Project’s feasibility.

H. As a condition of the Loan, the Borrower will execute a regulatory agreement (“Regulatory Agreement”) to be recorded against the Project. The Regulatory Agreement will regulate thirty-nine (39) residential units of the Project to ensure that the units are occupied by and affordable to low and very low-income persons for the term of this Agreement.

I. The Loan will be evidenced by a Promissory Note and secured by a Deed of Trust With Assignment of Rents and Security Agreement on the Real Property of even date herewith.

ARTICLE 1 LOAN TERMS

1.1 Loan Agreement. The County agrees to loan and the Borrower agrees to borrow an amount not to exceed Four Hundred Eighty Three Thousand Dollars (\$483,000) in CDBG Program funds, subject to the conditions and terms of this Agreement. The Loan shall be evidenced by an interest-free Promissory Note (“Note”) with a term of five (5) years following the date of termination of June 30, 2013 of the Standard Agreement (Exhibit B), and executed by Borrower and secured by a Deed of Trust With Assignment of Rents and Security Agreement (“Deed of Trust”) a that will be recorded against the Project prior to any disbursements hereunder.

1.2 Term of Agreement and Expenditure Milestones. The term of this Agreement shall commence upon the date first set forth above and remain in full force and effect and shall apply to the Project through June 30, 2018, the date which is five (5) years following the date of termination of June 30, 2013 of the Standard Agreement (Exhibit B), unless terminated earlier pursuant to the terms of this Agreement.

The Borrower agrees to meet project expenditure milestones set as follows:

25%	by	06/30/2012
50%	by	12/31/2012

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75% by 03/31/2013
100% by 06/30/2013

All requests for funds must be submitted to County within fifteen (15) days after the termination date of the Standard Agreement (Exhibit B).

1.3 Borrower's Power to Have the Loan Forgiven. Borrower shall have the power to have the Loan forgiven in whole or in part upon completion of the required off-site infrastructure improvements in support of the Project and compliance with the Regulatory Agreement which shall regulate thirty-nine (39) residential units of the Project to ensure that the units are occupied by and affordable to persons of low and very low-income for the term of this Agreement. This term shall be known as the "affordability period" as set forth in 24 CFR 570.505 of the CDBG regulations.

1.4 Compliance with Program Requirements. The Borrower agrees that at all times its acts regarding the Project and the use of funds provided herein shall be in conformity with all provisions of the CDBG Program including the statutes, rules and regulations and such policies and procedures of HCD pertaining to the CDBG Program. The Borrower acknowledges that it is familiar with such applicable provisions and has been professionally advised to the extent necessary for the purpose of enabling the Borrower to fully comply with such provisions. The Borrower and County further acknowledge that this Agreement is intended to capture all provisions of the Standard Agreement (Exhibit B) and should any conflicts exist between this Agreement and the Standard Agreement, the provisions of the Standard Agreement shall govern.

1.5 Use of Funds.

(a) The Borrower shall use the Funds for the reimbursement of eligible public improvement-related costs under the State CDBG Program Regulations. Cost for public improvements shall only be for work approved by the County at the time of project set-up under the CDBG Program or as later approved in writing by the County if a modification of the scope of work is necessary. Any expenditure that is not authorized by this Agreement or is found to be ineligible under the CDBG Program Regulations, as determined by the State CDBG Program, shall be disallowed, and funds must be returned to the County within thirty (30) days of discovery by the County or the Borrower unless the State CDBG Program approves in writing an alternative plan for the County to address the concern.

(b) The Borrower agrees that it will not use the Funds pursuant to this Agreement, either directly or indirectly, as a contribution in order to obtain any other federal funds under any other federal program without prior written approval of the County.

1.6 Scope of Work. The Borrower agrees to complete the required off-site infrastructure improvements in support of the Project in accordance with the scope of

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work approved by the County and attached hereto as Exhibit C and pursuant to the Standard Agreement (Exhibit B).

1.7 Regulatory Agreement. The Borrower shall execute a Regulatory Agreement that shall regulate thirty-nine (39) units of the Project to ensure that the units are occupied by and affordable to persons of low and very low-income for the term of this Agreement.

1.8 Disbursement of Funds.

(a) During the term of this Agreement, the County shall disburse Funds to reimburse the Borrower for public improvement costs of the Project (“Disbursements”). The Borrower shall submit to the County an invoice with back-up documentation of the expenditures that verifies the cost has been incurred by the Borrower. All requests for final reimbursement must be submitted within fifteen (15) days after the termination date of June 30, 2013 of the Standard Agreement (Exhibit B). County shall make Disbursements of Funds to the Borrower only to the extent that: (a) Funds are available from the CDBG Program; and, (b) the uses of the Funds are eligible in accordance with the CDBG Program Regulations. If for any reason the Funds are not available from the CDBG Program, or any of the Borrower’s uses of Funds are deemed ineligible uses under the CDBG Program Regulations, then the County shall not have an obligation to make Disbursements of Funds requested by the Borrower. The aggregate of the Disbursements of the Funds provided to the Borrower under this Agreement shall not exceed the amount of the Loan.

1.9 Subordination. The County agrees to subordinate the Deed of Trust and the Regulatory Agreement to the loans from the primary construction lender and the State of California HOME Investment Partnerships (HOME) funding. Any other request for subordination must be approved in writing in advance by the County. Such approval shall not be unreasonably withheld.

ARTICLE 2 GENERAL REQUIREMENTS

2.1 Rental Agreement.

(a) Leases of CDBG-assisted units must comply with 24 CFR 570.505, the CDBG regulations, and the Standard Agreement (Exhibit B). The Real Property must be used to meet the low-income benefit as specified in the Standard Agreement (Exhibit B) for the term of this Agreement. The Borrower shall prepare a lease or rent limitation agreement with the tenants of such Real Property to assure the continuing benefit.

2.2 Property Management. The Borrower must maintain the Project in compliance with all applicable housing quality standards and local code requirements for the duration of this Agreement.

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2.3 Hazard and Liability Insurance. The Borrower shall at all times cause the Project to be insured against loss by fire, and such other hazards, casualties, liabilities and contingencies, and in such amounts and for such periods as are reasonably acceptable to the State and the County. All insurance policies and renewals thereof shall be issued by a carrier and in a form acceptable to the County. Property insurance policies shall name the County as an additional insured, as approved by the County.

The Borrower agrees to furnish satisfactory evidence of the required insurance coverage to the County and, upon request, to the State. Insurance coverage will not be canceled or changed unless written notice is sent to the County five (5) days prior to the effective date of action. The County reserves the right to waive or modify these insurance coverage requirements upon demonstration of cause satisfactory to the County, and the State providing evidence of an alternative to conventional insurance sufficient to provide equivalent protection. Nothing in this paragraph shall be deemed to modify or supersede the requirement of other provisions dealing with insurance in this Agreement or the Standard Agreement.

2.6 Hold Harmless. The Borrower and its successors in interest agree to indemnify, defend, and hold harmless the County and its agents, employees, volunteers and officers from any and all claims, losses, liabilities or causes of action (including reasonable attorneys' fees) arising from or in connection with the Borrower's management, maintenance or operation of the Project; provided however, the Borrower's obligations to indemnify and hold harmless shall not apply in the event of the County's gross negligence or willful misconduct.

2.7 Records and Reporting. The Borrower shall file with the County an annual report, as required by 24 CFR 570.505, no later than 120 days following the end of each of Borrower's fiscal years. The report shall contain a certification by the Borrower as to such information as the County may then require, including, but not limited to, the following:

- (a) The occupancy of the Project with respect to the 39 CDBG-assisted units:
 - (1) the verified income of each current household; and
 - (2) the current rent charged each household and whether these rents include utilities.
- (b) A summary of the information received from the recertification of tenants' incomes.
- (c) Other information reasonably required by the County, State, HCD or HUD. The Borrower shall ensure that the Project, Project financial program

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administration, and federal requirements records are maintained as specified in the Standard Agreement (Exhibit B).

Commencing with the effective date of the Agreement and continuing through the satisfactory completion of grant closeout requirements, the Borrower shall provide, on forms approved by County, such information as requested by the Administrative Subcontractor and/or County to satisfy project-related reporting requirements specified in the CDBG Standard Agreement (Exhibit B). Such reports may include, but are not limited to monthly project status reports, quarterly performance reports, project completion report, semi-annual reports, annual reports and grant closeout reports.

2.8 County Review and Inspections.

(a) Upon not less than 48 hours notice to the Borrower, the County, HCD and/or HUD may at any time during the term of this Agreement enter and inspect the physical premises and inspect all accounting records pertaining to the development or operation of the Project. Upon request by the County, HCD or HUD, the Borrower shall notify occupants of upcoming inspections of their units in accordance with State law. These inspections may occur annually.

(b) The County may request any other information that it deems necessary to monitor compliance with requirements set forth in this Agreement. Such information shall be promptly provided by the Borrower.

(c) The Borrower shall ensure that the work has been performed in accordance with the applicable federal, State and/or local requirements, the construction contract, and the Agreement. The Borrower agrees to require that all work found by inspections not to conform to the applicable requirements be corrected, and to withhold payment to the construction contractor or subcontractor until it is so corrected.

(d) The Borrower shall ensure that the State has the right to inspect the Real Property at any time during the period of construction and throughout the period of affordability.

2.9 Restrictions on Sale, Encumbrance, and other Acts.

(a) The Borrower shall not make any sale, encumbrance, hypothecation, assignment, pledge, conveyance, or transfer in any form of the Project or any of its interest therein without the prior written approval of the County.

(b) The Borrower shall not permit the use of the Project for any purpose other than that permitted by this Agreement without the prior written approval of the County.

(c) The County may approve a sale, transfer or conveyance provided that all of the following conditions are met:

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(1) the existing Borrower is in compliance with this Agreement or the sale, transfer or conveyance will result in the cure of any existing violations of this Agreement;

(2) the successor-in-interest to the Borrower agrees to assume all obligations of the existing Borrower pursuant to this Agreement and the CDBG Program;

(3) the successor-in-interest demonstrates to the County's satisfaction that it can own and operate the Project in full compliance with all CDBG Program requirements; and

(4) any terms of the sale, transfer or conveyance shall not threaten the County's security or the successor's ability to comply with all CDBG Program requirements.

(d) The County may grant any approval for a sale, transfer or conveyance subject only to such terms and conditions as may be necessary to ensure compliance with CDBG Program requirements.

2.10 Assignment of County Rights. The County retains the right at its sole discretion to assign all or part of its rights under this Agreement for the purpose of ensuring compliance and enforcement of the Borrower's duties and obligations hereunder. In addition, the County may designate an agent to act on its behalf in monitoring compliance and enforcing the provisions hereof.

ARTICLE 3 DEFAULTS AND REMEDIES

3.1 Event of Default. Any of the following items shall be considered an Event of Default under this Agreement and/or Promissory Note of even date herewith:

- a. Borrower uses these funds for purposes not approved by the County; or
- b. Borrower's fails to comply with the occupancy and rent requirements for the Development as stated in Recital E and fails to cure within any applicable cure period; or
- c. Any sale, exchange, transfer, assignment or other conveyance of the Development or Real Property to any party other than Borrower without prior written consent of County; or
- d. Proceedings under any bankruptcy, reorganization, readjustment of debt, insolvency, dissolution, liquidation or other similar law of any jurisdiction being authorized or instituted against the Borrower(s); or
- e. Proceedings for the appointment of a receiver, trustee, or liquidator of the assets of the Borrower(s) or a substantial part thereof, being authorized or instituted by or against the Borrower(s); or

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- f. Borrower ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement and/or attached Promissory Note; or
- g. Borrower transfers a majority ownership interest in or control of the business to a third party; or
- h. Any material misrepresentation with respect to the Borrower's warranties and representations under this Agreement or the Loan Application; or
- i. Borrower fails to maintain and pay insurance, taxes and/or assessments when due; or
- j. The occurrence of any other event (whether termed default, event of default or otherwise) which under the terms of this Agreement or attached Promissory Note shall entitle the County to exercise rights or remedies hereunder, provided that the County shall give written notice to the Borrower of any of the foregoing events and the Borrower shall have thirty (30) days to cure before any acceleration of the unpaid balance. No notice of default shall be required if the County has previously notified the Borrower of the same breach on a prior occasion. In the event that the Borrower uses disbursed Loan funds for a purpose which is not authorized or approved under this Agreement, or otherwise by the County in writing, the County may demand and the Borrower shall immediately repay such funds to the County.

3.2 County's Remedies. Should Borrower fail to satisfy or adhere to the terms of this Agreement or the attached Promissory Note, the County may exercise any and all legal remedies available to it, including, but not limited to:

- a. Accelerating payment under the Promissory Note;
- b. Increasing the rate of interest charged on any outstanding principal amount disbursed under this Agreement and attached Promissory Note;
- c. County, under the Deed of Trust, may proceed by a suite or suites in equity or at law, whether for a foreclosure hereunder of (to the extent permitted by law) for the sale of the Real Property and Development, or against the Borrower on a recourse basis for the Promissory Note balance, or for the specific performance of any covenant or agreement contained herein or in aid of the execution of any power granted herein, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Real Property and Development, or for the enforcement or any other appropriate legal or equitable remedy.
- d. Instituting against the Borrower, or other parties, a civil action for declaratory relief, injunction or any other equitable relief, or relief at law, including, without limitation, an action to rescind a transaction and/or to require repayment of any funds received in connection with such a violation;
- e. Where one or more persons have received financial benefit as a result of violation of this Agreement, the County may assess, and institute legal action to recover, as necessary, a penalty in any amount up to and including the amount of financial benefit received up to five percent (5%) of the principal disbursed, in addition to recovery of the benefit received;
- f. Any other means authorized under law.

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3.3 Interest Rate Adjustment. In addition to any other default remedies that the County may have as provided herein, the County may, upon thirty (30) days written notice to the Borrower, increase the rate of interest charged on any outstanding principal amount disbursed to the Borrower and not used in accordance with the terms of this Agreement, or not paid back when due, to a rate not to exceed ten percent (10%) per annum. Such rate adjustment shall occur commencing on the first (1st) day of the first (1st) month following expiration of such thirty (30) day notice. Such increased interest rate shall only be charged so long as the Borrower remains in default.

ARTICLE 4 CDBG PROGRAM REQUIREMENTS

4.1 CDBG Laws & Regulations. The Loan will be provided by the County in accordance with federal and State regulations governing the CDBG Program as set forth in 42 U.S.C. 5301 et seq., 24 CFR 570, Subpart I, and 25 CCR, 7050 et seq. all as amended from time to time and in effect, including (but not limited to) the requirements set forth in the CDBG Standard Agreement (Exhibit B). In the event of any conflict between this Agreement and applicable State and federal laws and regulations governing the CDBG Program and the use of the Loan proceeds, the applicable CDBG Program laws and regulations shall govern. The Borrower agrees to enter into any modification of this Agreement and/or the Regulatory Agreement reasonably required by the County to attain compliance with the requirements of the CDBG Program. The Borrower acknowledges and agrees that it has reviewed a copy of the regulations regarding the CDBG Program in effect as of the date of execution of this Agreement.

4.2 Specific Requirements. The laws and regulations governing the CDBG Program and the use of the CDBG Loan include (but are not limited to) the following:

(a) Uniform Administrative Requirements. The Borrower shall comply with the Federal Uniform Administrative Requirements set forth in 24 CFR 570.502, including cited Sections of 24 CFR 85.

(b) Section 504 Accessibility Requirements. Section 504 Regulations apply when Funds are used on a new construction housing or public facility project or when an existing public facility or housing project with fifteen (15) or more units is being purchased and/or “substantially” rehabilitated. Qualified CDBG assisted housing projects are required to have a certain percentage of the units designed for and accessible to persons with mobility and sensory impairments.

For a federally assisted new construction housing project, Section 504 requires five percent (5%) of the dwelling units, or at least one unit, whichever is greater, to meet Uniform Federal Accessibility Standards or a standard that is equivalent or stricter, for persons with mobility disabilities. An additional two percent (2%) of the dwelling units, or at least one unit, whichever is greater, must be accessible for persons with hearing or visual disabilities.

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The Borrower shall provide documentation satisfactory to the State verifying that the required housing units or public facility described in the project comply with the accessibility standards. Funds will not be released until the necessary documentation is provided. All CDBG funded programs must, to the greatest degree possible, be conducted in buildings which meet Section 504 accessibility standards.

(c) Prohibition Against Discrimination of Persons with Disabilities.

Borrower assures the County that it and any contractors and subcontractors will comply with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), and federal regulations issued pursuant thereto (24 CFR 8), which prohibit discrimination against the disabled in any federally-assisted program.

(d) Americans with Disabilities Act of 1990. Borrower assures the

County that it and any contractors and subcontractors will comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

(e) Civil Rights, State and Age Discrimination Acts. During the

performance of this Agreement, the Borrower assures that it and any contractors and subcontractors will not exclude any otherwise qualified person from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, handicap, familial status, religion, or belief, under any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 U.S.C. §§3601 et seq.) and all implementing regulations, and the Age Discrimination Act of 1975, and all implementing regulations.

(f) Training Opportunities. The requirements of Section 3 (12 U.S.C.

1701u) of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 et seq., requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the areas of the project. The Borrower agrees to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 (12 U.S.C. 1701u) of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 et seq. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded

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to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project."

Borrower assures County that it and any contractors and subcontractors will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR 135 et seq., and all applicable rules and orders of the State issued thereunder.

Borrower assures County that it and any contractors and subcontractors will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contracts or understanding, if any, a notice informing the said labor organization or worker's representative of the Borrower's and any contractor's and subcontractor's commitments under the Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

Borrower will include these Section 3 clauses in every contract and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that the County or any contractor or subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR 135, and will not let any contract unless the County or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirement of these regulations.

(g) Compliance for Construction Contracts \$10,000 or More. The Borrower will assure compliance with CDBG requirements placed on construction contracts of \$10,000 or more. All solicitations for bids and all construction contracts and subcontracts of \$10,000 or more issued by the Borrower are required to have the following:

- Notice of requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246). The Borrower furthermore agrees to insert the appropriate Goals and Timetables issued by the US Department of Labor in such contracts and subcontracts as required by Executive Order 11246.
- The Standard Equal Opportunity Clause; and
- The Standard Equal Employment Opportunity Construction Contract Specifications.

(h) Environmental Requirements. The Borrower and any contractors and subcontractors shall comply with the provisions of the National Environmental Policy Act (NEPA) by following the procedure contained in 24 CFR Part 58.

(i) Displacement, Relocation, and Acquisition. The Borrower shall comply with the federal displacement, relocation, and real property acquisition rules governing the CDBG Program, as contained in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655, 49 CFR Part 24,

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and applicable program regulations in 24 CFR 92.353), and similar State laws. If and to the extent that acquisition and rehabilitation of the Project results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, the Borrower shall comply with all applicable local, State and federal statutes and regulations with respect to relocation planning, advisory assistance and payment of monetary benefits. The Borrower shall be solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws.

(j) Labor Standards – Federal Labor Standards Provisions. The Borrower and any contractors and subcontractors shall comply with the following Federal Labor Standards Provisions:

- “Davis-Bacon Act (40 U.S.C. 3141-3148) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2000.
- ‘Anti-Kickback Act of 1986’ (41 U.S.C. 51-58) prohibits any person from (1) providing, attempting to provide, or offering to provide any kickback; (2) soliciting, accepting, or attempting to accept any kickback; or (3) including directly or indirectly, the amount of any kickback prohibited by clause (1) or (2) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to the United States.
- Contract Work Hours and Safety Standards Act – CWHSSA (40 U.S.C. 3702) requires that workers receive “overtime” compensation at a rate of one to one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.”

(k) Lead-Based Paint. Activities performed with assistance provided under the Standard Agreement (Exhibit B) are subject to lead-based paint hazard regulations contained in Title 8 (Industrial Relations) and Title 17 (Public Health) of the CCR and 24 CFR Part 35 (Lead Disclosure).

(l) Conflict of Interest of Members, Officers, or Employees of Contractors, Members of Local Governing Body, or other Public Officials. Pursuant to

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24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBGT-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter.

(m) Conflict of Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

(n) Contractors and Subcontractors State Requirements. The Borrower shall not enter into any agreement, written or oral, with any construction contractor without the prior determination by the Borrower of the construction contractor's eligibility. A construction contractor or subcontractor is not eligible to receive CDBG funds if not licensed and in good standing in California, or is listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible contractors.

An agreement between the Borrower and any contractor shall require the contractor and its subcontractors, if any, to:

- Perform the grant activities in accordance with federal, State and local housing and building codes as are applicable;
- Comply with the applicable State and federal Labor Standards described Exhibits D and E to the Standard Agreement (Exhibit B) which pertain to, among other things, labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace;
- Maintain at least the minimum State-required Worker's Compensation Insurance for those employees who will perform the grant activities or any part of it; and
- Maintain, if so required by law, unemployment insurance, disability insurance and liability insurance which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the contractor or any subcontractor in performing the grant activities or any part of it; and
- Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of five (5) years from date of termination of this Agreement, or five (5) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement, and any amendments, whichever is later; and

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- Permit the State, Federal government, the Bureau of State Audits, the Department and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to the Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

(o) Compliance with State and Federal Laws and Regulations. The Borrower assures that it and any contractors and subcontractors will comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Borrower or its contractors and subcontractors, and the grant activity, and any other State and federal provisions as set forth in Exhibits D and E to the Standard Agreement (Exhibit B).

(p) Prevailing Wages. Where funds provided in the Agreement are used for construction work, or in support of construction work, the Borrower shall ensure that the requirements of California Labor Code (LC), Chapter 1, commencing with Section 1720, Part 7 (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

For the purposes of this requirement “construction work” includes, but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the “construction contract”). Where the construction contract will be between the Borrower and a licensed building contractor, the Borrower shall serve as the “awarding body” as that term is defined in the Labor Code. Where the Borrower will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the “awarding body.” Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

(q) Clean Air and Water Acts. This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

(r) Bonus or Commission, Prohibition Against Payments of. The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- Obtaining the Department's approval of the application for such assistance; or

DRAFT PENDING COUNTY COUNSEL REVIEW

- The Department's approval of the applications for additional assistance; or
- Any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

(s) **Flood Disaster Protection.**

- This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act.
- The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.
- Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain certain provisions. These provisions will apply if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq.
- These provisions shall obligate the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(s) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

(t) **Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances.** During the performance of this agreement, the Grantee

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assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, handicap, religion, familial status, or religious preference, under any grant activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975, the Fair Housing Amendment Act of 1988, and all implementing regulations.

(u) Rehabilitation Act of 1973 and the "504 Coordinator." The Borrower further agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR Part 8, including, but not limited to, for Grantees with fifteen (15) or more permanent full or part time employees, the local designation of a specific person charged with local enforcement of this Act, as the "504 Coordinator."

(v) The Borrower shall comply with the procurement provisions in 24 CFR 85.36, Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.

4.3 Limitation in Use of Funds. The Borrower agrees that it will not use funds loaned pursuant to this Agreement, either directly or indirectly, as a contribution in order to obtain any federal funds under any federal programs without prior written approval of the County.

4.4 Certification Regarding Lobbying. The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No federally-appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally-appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying" in accordance with its instructions.

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Borrower further certifies that it will require all of its contractors and their subcontractors to certify and disclose lobbying activity in accordance with the above certification and any other CDBG Program requirements.

ARTICLE 5 MISCELLANEOUS PROVISIONS

5.1 Conflict of Interest. No employee, agent, consultant, officer, elected or appointed official or member of the County has or may obtain a personal or financial interest in or benefit from the Borrower or the Project or in any contract or subcontract or agreement, or the proceeds thereof, relating to the Project either for themselves or for those with whom they have family or business ties, during their tenure or one year thereafter.

5.2 Nondiscrimination. The Borrower shall not discriminate against any prospective tenant in the use, enjoyment, occupancy, conveyance, lease, sublease, or rental of any part of the Development on the basis of race, color, ancestry, national origin, religion, sex, sexual preference, marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related condition (ARC), or any other arbitrary basis. The Borrower shall otherwise comply with all applicable local, state, and federal laws concerning discrimination in housing.

5.3 Amendment. This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

5.4 Notice. Any notice required or authorized under this Agreement shall be effective if, and only if, in writing and if, and only if, mailed, postage prepaid, by registered or certified mail, to the party in question at the address shown below:

County: County of El Dorado
3057 Briw Road, Suite A
Placerville, CA 95667
Attn: Health and Human Services Agency/HCED

Borrower: Mercy Housing California 55
a California Limited Partnership
3120 Freeboard Drive
West Sacramento, CA 95691
Attn.: General Partner

with a copy to: Enterprise Community Investment, Inc.
10227 Wincopin Circle
Columbia, MD 21044
Attn: General Counsel

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5.5 No Waiver. No failure to enforce or delay in enforcing or exercising any right or remedy available under this Agreement shall impair the exercise of such right or remedy or the exercise of a similar right or remedy on a subsequent occasion.

5.6 Severability. Should any provision of this Agreement be found invalid by a court or other body of competent jurisdiction, said invalidity or ineffectiveness shall not affect the validity of the remaining provisions which shall remain in force to the maximum extent possible.

5.7 Titles and Headings. The titles and headings in this Agreement are for convenience only and shall not be construed to affect the meaning or construction of any provision of this Agreement.

5.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

5.9 Attorneys' Fees. The prevailing party shall be entitled to receive the amount of its legal expenses, including reasonable attorneys' fees, expert legal fees and other legal costs and expenses, in the event of any legal action brought under or to enforce the provisions of this Agreement.

5.10 Signs. If during the construction period, the Borrower places signs on the Real Property stating the CDBG Program is providing financing, the signs shall indicate in a typeface and size commensurate with its funds that HCD and the County are a source of financing through the CDBG Program.

IN WITNESS WHEREOF, the County and the Borrower have executed this Agreement as of the date first set forth above.

COUNTY

BORROWER

County of El Dorado

MERCY HOUSING CALIFORNIA 55,
A CALIFORNIA LIMITED PARTNERSHIP

By: _____
Daniel Nielson, M.P.A.
Director, Health and Human
Services Agency

By: Sunset Lane Apartments, LLC ,
its general partner

By: Mercy Housing Calwest,
member/manager)

By: _____
Its: _____

By: _____
Its: _____

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EXHIBIT A
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF EL DORADO, UNINCORPORATED AREA, AND IS DESCRIBED AS
FOLLOWS:

A PORTION OF SECTION 1, TOWNSHIP 9 NORTH, RANGE 9 EAST,
M.D.B.&M. DESCRIBED AS FOLLOWS:

PARCELS A AND B, AS SHOWN ON THAT CERTAIN PARCEL MAP
FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL
DORADO, STATE OF CALIFORNIA ON SEPTEMBER 12, 1979 IN BOOK 25
OF PARCEL MAPS AT PAGE 32.

Assessor's Parcel No.: 090-430-21-100

Assessor's Parcel No.: 090-430-22-100

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EXHIBIT B
CDBG STANDARD AGREEMENT

Attached on the subsequent pages.

AGREEMENT NUMBER

10-STBG-6711

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
STATE AGENCY'S NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

County of El Dorado

2. The term of this Agreement is: **Upon HCD Approval through 06/30/2013**
3. The maximum amount of this Agreement is: **\$800,000.00**
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Authority, Purpose and Scope of Work	11
Exhibit B - Budget Detail and Payment Provisions	4
Exhibit C - State of California General Terms and Conditions*	GTC - 610
Exhibit D - CDBG Terms and Conditions	7
Exhibit E - Special Terms and Conditions	5
Exhibit F - Additional Provisions	0
TOTAL NUMBER OF PAGES ATTACHED:	27 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc)
County of El Dorado

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Daniel Nielson, M.P.A., Director of Human Services

ADDRESS

3057 Briw Road, Suite A, Placerville, CA 95667

STATE OF CALIFORNIA

AGENCY NAME

Department of Housing and Community Development

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Stacy Q. Hernandez, Contracts Manager, Business & Contract Services Branch

ADDRESS

1800 Third Street, Room 350, Sacramento, CA 95811

**California Department of
General Service
Use Only**

MAR 15 2011

☒ Exempt per: SCM 4.04.3 (DGS Memo dated 6/12/81)

EXHIBIT A**AUTHORITY, PURPOSE AND SCOPE OF WORK****1. Authority & Purpose**

This Agreement provides official notification of the grant award under the State's administration of the Federal Community Development Block Grant Program (hereinafter, "CDBG" or "the Program") for Non-entitlement jurisdictions pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301 et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, and 25 California Code of Regulations (CCR), Sections 7050 et seq. The Program is listed in the Catalog of Federal Domestic Assistance as 14.228 – CDBG Community Development Block Grant Program. In accepting the grant award, the Grantee agrees to comply with the terms and conditions of this Agreement and all exhibits hereto, the representations contained in the Grantee's application (hereinafter, "the Application") which is hereby incorporated by reference as if set forth in full, and the requirements of the authorities cited above. Any changes made to the Application after this Agreement is executed must receive prior written approval from the Department of Housing and Community Development (Department). For purposes of this Agreement, use of the term "Grantee" shall be a reference to "Contractor".

2. Scope of Work

- A. The Grantee shall perform the funded activities described in Scope of Work (Work) as represented in the Application, which is on file at the Department of Housing and Community Development, Division of Financial Assistance, 1800 Third Street, Room 330, Sacramento, California, and which is incorporated herein by reference. All written materials or alterations submitted as addenda to the original Application and which are approved in writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Grantee to modify any or all parts of the Application in order to comply with CDBG requirements. The Department reserves the right to review and approve all Work to be performed by the Grantee in relation to this Agreement. Any proposed revision to the Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.
- B. The grant activity(ies) shall principally benefit the Targeted Income Group (TIG), which is defined as a low- or moderate-income person or household whose income is no more than 80 percent of the median area income, and as described in the Application and shall consist of:

Public Infrastructure In Support of Housing New Construction (PIHNC - Sunset Lane Apartments) to benefit up to fifty (50) income eligible housing units. (03K)

Jurisdiction-wide Housing Rehabilitation Program to benefit up to five (5) income eligible households. (14A)

EXHIBIT A

3. **Term of Agreement and Deadlines**

With the exception of the Grant Closing Requirements set forth in Exhibit D, Section 9, the Grantee shall complete the grant activity(ies) by the termination date set forth on the front page of this Agreement, unless a written request for an extension is approved ninety (90) days prior to the termination date in writing by the Department.

4. **State Contract Coordinator**

The State Contract Coordinator for this Agreement for the Department is the CDBG Program Manager, Division of Financial Assistance, or the Program Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the State Contract Coordinator at the following address:

Contract Coordinator, CDBG
Division of Financial Assistance, Room 330
Department of Housing and Community Development
P. O. Box 952054
Sacramento, California 94252-2054

5. **Grantee Contract Administrator**

The Grantee's Contract Administrator for this Agreement is listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the following address:

Grantee:	County of El Dorado
Name:	Cynthia Kjellin
Title	Program Manager II
Address:	3057 Briw Road, Suite A, Placerville, CA 95667
Phone:	(530) 642-7266
Fax:	(530) 295-2672
E-Mail:	Cynthia.kjellin@edcgov.us

6. **Special Conditions – General**

A. **90 Day Special Conditions**

The following conditions apply to all activities, including set aside activities. The Grantee must meet the conditions within ninety (90) days of this Agreement's execution. Failure to meet the following Special Conditions may result in termination of this Agreement.

1) **Environmental Compliance**

The Grantee shall have satisfied all National Environmental Policy Act (NEPA) requirements and California Environmental Quality Act (CEQA) requirements. CEQA shall be approved by the Grantee. The level of compliance varies by activity. NEPA review must be completed by the Grantee for each activity and approved in writing by Department staff prior to incurring costs on the grant activity(ies).

EXHIBIT A2) Acquisition/Relocation Compliance

The Grantee must document its compliance with the Uniform Relocation Act, Section 104(d) before release of funds by the Department. The Grantee must submit a specific relocation assistance plan for each activity which may result in temporary or permanent displacement. For projects where there will be temporary or permanent displacement, the Grantee must submit signed General Information Notices (GINs) from each tenant who was residing in the project at the time of Application submittal. If a Grantee believes that there will be no displacement as a result of their activities, they must submit a letter explaining why no displacement or relocation will occur, which will be subject to written approval by the Department.

3) Program Income Reuse Plan

The Grantee must submit a copy of its plan for administering Program Income. The plan must include a discussion of how the Grantee will collect and disburse Program Income for CDBG eligible activities. The Grantee must also submit program guidelines regarding the Grantee's administrative policies and procedures for managing the Program Income activities.

4) Site Control

The Grantee shall demonstrate site control of the proposed project property by submitting evidence of one or more of the following to the Department:

- a) Fee title;
- b) A leasehold interest on the project property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions of any proposed lease shall permit compliance with all Program requirements;
- c) An option to purchase or lease;
- d) A disposition and development agreement with a public agency;
- e) A land sale contract, or other enforceable agreement for the acquisition of the property; or
- f) All easements and right-of-ways (required for completion of the CDBG project) must be obtained.

EXHIBIT A

5) Funding Commitments and Project Cost Estimates

- a) All funding required for project completion must be documented and committed. If all funding is not committed, the Department shall terminate this Agreement pursuant to Exhibit C, Section 7. If the Grantee has applied for other funding prior to the execution of this Agreement, the Grantee must notify the Department as soon as that application is approved or denied. If the Grantee must apply for other funding after the execution date of this Agreement, the Grantee must apply at the earliest possible opportunity offered by the other funding source(s) and notify the Department as soon as that application is approved or denied.
- b) A current third party cost estimate must be provided by the engineer or architect for the project.

6) Grant/Activity Administration Documentation

There are four methods of administering a grant and/or completing grant activities:

- a) Use of in-house staff only;
- b) Subrecipient agreement(s) with qualified non-profit(s);
- c) Consultants/contractors/others obtained through Federal procurement procedures; and,
- d) Any combination of the above methods.

The Grantee must provide the following documentation demonstrating that one or more of these methods were used for the general administration of the grant and for all activities proposed in this Agreement's Work and in the Application.

- a) Use of in-house staff only: If not previously provided in the Application, submit staff resumes and duty statements that clearly identify Grantee staff have capacity and experience to complete administration of the proposed activities in the Application.
- b) Subrecipient agreement(s) with qualified non-profit(s): Subrecipients, and their respective agreements with the Grantee, must adhere to all Program requirements.

EXHIBIT A

Submit the subrecipient agreement that was executed between the non-profit and the Grantee. (Submitting draft documents for review prior to execution is recommended.) The scope of work in the subrecipient agreement must match the description of activity in this Agreement. Any parts of the activity description in this Agreement not covered by the subrecipient agreement must have separate procurement information. If the subrecipient is using CDBG funds to hire other consultants or subrecipients to do part or all of the Work then the procurement documentation or additional subrecipient agreements must be provided to the Department for review and approval.

- c) Consultants: Submit procurement documentation that all third party consultants are procured in accordance with Federal Procurement Procedures and Chapter 8 of the Grant Management Manual, as follows:
- i. A copy of the document used to notify prospective consultants, such as a Request for Proposal or similar document.
 - ii. A list of all bid respondents, showing respondents' contact information and the dollar amount of each proposal.
 - iii. A brief description of the process used to select the consultant/ contractor/other, including the rationale for the selection.

Additional information may be found in the Grant Management Manual, Chapter 2 - Program Operators, and Chapter 12 - Procurement Checklist.

7) Compliance With All Loans and/or Grant Agreements

Pursuant to Exhibit D, Section 18 of this Agreement, the Grantee must comply with State and Federal Laws and Regulations that pertain to matters applicable to the Grantee. Prior to disbursement of any funds under this Agreement, the Grantee shall be in compliance with all loan and/or grant agreements to which it is a party, which are administered by the Department.

8) Section 504 Accessibility Requirements

- a) Section 504 Regulations apply when CDBG funds are used on a new construction housing or public facility project or when an existing public facility or housing project with fifteen (15) or more units is being purchased and/or "substantially" rehabilitated. Qualified CDBG assisted housing projects are required to have a certain percentage of the units designed for and accessible to persons with mobility and sensory impairments.

EXHIBIT A

- b) For a federally assisted new construction housing project, Section 504 requires 5% of the dwelling units, or at least one unit, whichever is greater, to meet Uniform Federal Accessibility Standards or a standard that is equivalent or stricter, for persons with mobility disabilities. An additional 2% of the dwelling units, or at least one unit, whichever is greater, must be accessible for persons with hearing or visual disabilities.
- c) Under Section 504, alterations are substantial (i.e. substantially rehabilitated) if they are undertaken to a housing project that has 15 or more units and the cost of the alterations is 75% or more of the replacement cost of the completed facility; and require that a minimum of 5% of the dwelling units, or at least one unit, whichever is greater, shall be made accessible to persons with mobility disabilities and an additional 2% of the dwelling units, or at least one unit, whichever is greater, shall be made accessible to persons with hearing or visual disabilities.
- d) The Grantee shall provide documentation satisfactory to the Department verifying that the required housing units or public facility described in the project comply with the accessibility standards. CDBG funds will not be released until the necessary documentation is provided. All CDBG funded programs must, to the greatest degree possible, be conducted in buildings which meet Section 504 accessibility standards.

B. Special Conditions - Easements and Rights-of-Way

If required for the completion of a CDBG project, the Grantee must obtain all easements and rights-of-ways required for completion of the CDBG project within twelve (12) months of execution of this Agreement. Failure to obtain these may result in termination of this Agreement.

C. Special Conditions – Public Improvements

If the Work to be performed under this Agreement involves Public Improvement, the following additional special conditions apply:

1) Project Timeline or Schedule:

Within ninety (90) days following execution of this Agreement, the Grantee shall submit a project timeline to the Department, for review and approval, if the CDBG project is a component of a larger project, the timeline for both the larger project and the CDBG-funded project must be submitted. The following list of key project events, if applicable, must be part of the schedule:

- a) Completion of all surveys, studies, testing and design;
- b) Completion of the NEPA and CEQA Environmental Review;
- c) Acquisition of site control sufficient to start construction on the project;

EXHIBIT A

- d) Approval of the plans and specifications with authorization to go out to bid by the governing body;
- e) Execution of the construction contract;
- f) Pre-construction meeting with the construction Contractor;
- g) Construction period (Start-End);
- h) Connection of TIG households to the system;
- i) Final acceptance of work and filing the notice of completion; and,
- j) Project closeout.

2) Laterals (not an eligible Public Improvement activity)

Lateral connections are defined as a utility connection (water, sewer or other utility service) between a main utility line and a housing unit. Laterals are only eligible for CDBG assistance under a housing rehabilitation activity, regardless if located on private property or in the public right-of-way. Laterals provide individual benefit to TIG households, per 24 CFR 570.202(b)(6), and are not a benefit to the general public. Note: lateral connections must comply with the documentation requirements of the housing rehabilitation activity.

3) Assessment Districts

- a) CDBG funds may be used to pay for improvements financed by special assessments, per 24 CFR 570.482 (b) Special Assessments under the CDBG Program. Special Assessment means the recovery of capital costs of an improvement through a fee or charge levied or filed as a lien against a property as a direct result of a benefit derived from the improvement. Special Assessment does not include periodic charges based on the use of a public improvement, such as monthly water or sewer user charges, even if such charges include the recovery of the capital costs of the improvement per 24 CFR 570.200 (c)(1), General Policies, Special Assessments Under the CDBG Program, Definition of Special Assessment.
- b) If the project will include the formation and implementation of an assessment district, the Grantee must submit, within ninety (90) days of execution of this Agreement, an assessment district formation and implementation timeline schedule which shows that the CDBG funds will be expended and benefits will accrue to the TIG beneficiaries before the end of this Agreement. Key time events must include, if applicable, the following items:
 - i. Filing of the Environmental Notice of Determination for the project with the County Clerk respective to the project;

EXHIBIT A

- ii. Adoption of the Resolution of Intention to form the assessment district by the governing body (i.e., City Councils or Board of Supervisors);
- iii. Holding the protest hearing and recording the assessments and assessment diagram;
- iv. Awarding the construction contract and sale of bonds; and,
- v. Filing the construction contract notice of completion.

4) Assessment Fees

CDBG funds may be used to pay reasonable user fees established by the governing body, (i.e., City Councils or Board of Supervisors) as a one time charge to gain access to a public improvement. This one time charge may not include real estate, property or ad valorem taxes even if such taxes include the recovery of all or a portion of the capital costs of the public improvement per 24 CFR 570.200 (c)(1).

5) Rate Structure

If the project includes the construction of, or improvements to, a public district such as a water, sewer, solid waste, natural gas or electric power utility, the Grantee shall provide an assurance that the Grantee will provide for future maintenance and capital replacement of the benefiting enterprise agency. The Grantee must submit the following documentation to CDBG, within ninety (90) days of execution of this Agreement:

- a) A copy of the previous year's revenue and expenditure budget showing all revenues and expenditures of the enterprise agency involved. Revenues should include all monthly user charges, hookup fees, connection fees, extension fees, plant expansion fees, land development fees and any other fees or charges related to operation, maintenance, capital improvement or development of the public district involved. Expenditures should include all operating expenses including: labor, materials, equipment, testing, administration, licensing and other costs to operate the system. The budget should include a revenue and expenditure plan for capital replacements and for future growth or expansion. The plan should include the payment of any existing or future capital finance obligations such as revenue bonds or certificates of participation.
- b) A draft copy of projected revenues and expenditures for the three (3) years following this Agreement's execution date. The draft of future revenues and expenditures must include all the features listed in Sub-Section a) above.
- c) A certified copy of the present resolution(s) and/or ordinance(s) which establish the existing monthly user charges, hookup fees, connection fees, extension fees, plant expansion fees, land development fees and any other fees or charges related to the revenues which finance the enterprise agency.

EXHIBIT A

- d) A listing of the number of each of the various types of monthly users for each separate type of user fee listed in the resolution described in Sub-Section c) above.
- e) A written plan, approved by the governing body, for increases in monthly user charges and fees necessary to meet the projected increases in costs, if any, which develop during the three (3) year period described in Sub-Section b) above.

6) Payment for Targeted Income Households

In order to comply with the provisions of the Housing and Urban Development (HUD), Rural Economic Recovery Act of 1983, the Grantee shall not attempt to recover any capital costs of the public improvement assisted by CDBG funds by assessing any amount against properties owned and occupied by TIG families, unless:

- a) CDBG funds are used to pay the assessment for the TIG families; or,
- b) The CDBG funds are used to pay the assessment for the lowest TIG families [fifty percent (50%) of county median income or below] and the Grantee certifies to the Department that it lacks sufficient CDBG funds to pay the assessment of all TIG families (above fifty percent [(50%) of median, up to eighty percent (80%) of median].

D. Special Conditions – Public Facilities

If the Work to be performed under this Agreement involves Public Facilities, the following additional special conditions apply in addition to all conditions under Section 6A, Special Conditions – General:

1) Change of Use

The following applies to real property, which was acquired or improved in whole or in-part, using CDBG funds in excess of \$25,000, pursuant to 24 CFR 570.505:

- a) The property must be used to meet the low-income benefit as specified in the Application for a period of five (5) years after termination of this Agreement. The Grantee should prepare a lease/or rent limitation agreement with the users of such property to assure the continuing benefit; or,
- b) If the property does not meet the requirements of Sub-Section a) above, the Grantee shall notify the Department that the following requirements have been met:
 - i. If the property is controlled by a third party, the third party shall pay to the Grantee's CDBG Program an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, and improvement to, the property; or,

EXHIBIT A

- ii. If the property is controlled by the Grantee, the Grantee shall pay to the CDBG Program an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, and improvement to, the property.

2) Project Timeline or Schedule:

Within ninety (90) days following execution of this Agreement, the Grantee shall submit a project timeline to the Department, for review and approval. If the CDBG project is a component of a larger project, the timeline for both the larger project and the CDBG-funded project must be submitted. The following list of key project events, if applicable, must be part of the schedule:

- a) Completion of all surveys, studies, testing and design;
- b) Completion of the NEPA and CEQA Environmental Review;
- c) Acquisition of site control sufficient to start construction on the project;
- d) Approval of the plans and specifications with authorization to go out to bid by the governing body;
- e) Execution of the construction contract;
- f) Pre-construction meeting with the construction Contractor;
- g) Construction period (Start-End);
- h) Final acceptance of work and filing the notice of completion; and,
- i) Project closeout.

E. Special Conditions – Public Improvement in Support of Multi-Family, Non-Senior New Construction Housing

If the Work to be performed under this Agreement involves Public Improvement in Support of Multi-Family, Non-Senior New Construction Housing, the following additional special conditions apply in addition to all conditions under Section 6A, Special Conditions – Applicable to all activities.

- 1) The proportion of the total cost of developing the project to be funded by CDBG funds may not be greater than the proportion of units occupied by TIG households; and,
- 2) Not less than twenty percent (20%) of the units must be occupied by TIG households at affordable rents.

EXHIBIT A

F. Special Conditions – Homeownership Assistance

If the Work to be performed under this Agreement involves Homeownership Assistance, the following additional special conditions apply in addition to all conditions under Section 6A, Special Conditions – General:

- 1) Program Guidelines: The Grantee must submit a copy of its Homeownership Assistance Program Guidelines and its Program Income Re-Use Plan to the Department for review and approval within ninety (90) days of the execution date of this Agreement.
- 2) If the Grantee proposed to assist homebuyers to purchase newly constructed units in its CDBG application under the Homeownership Assistance activity, the following requirements must be met:
 - a) The units must have been available for sale to the general public;
 - b) Development of the new subdivision must not be dependent upon the funding of the homebuyer loan;
 - c) CDBG funds shall not be used for construction; and,
 - d) Homeownership Assistance loans will not be approved prior to the foundation of the housing being in place.

G. Special Conditions – Housing Rehabilitation

If the Work to be performed under this Agreement involves Housing Rehabilitation, the following additional special conditions apply in addition to all conditions under Section 6A, Special Conditions – General:

- 1) Program Guidelines: The Grantee must submit a copy of its Housing Rehabilitation Program Guidelines and its Program Income Re-Use Plan to the Department for review and approval.
- 2) Affordable Rent: If the Grantee's Housing Rehabilitation Program provides for rehabilitating rental properties, the Grantee must submit to the Department its provisions for assuring affordable rent for the TIG occupants. The Grantee may include this information as part of the Housing Rehabilitation Program Guidelines.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Grant Budget

Specifics of the grant budget shall be agreed upon by the Department and the Grantee prior to the drawdown of any funds.

2. Contract Amount

For the purposes of performing the Work, the Department agrees to provide the amount identified below. Unless amended, the Department shall not be liable for any costs in excess of the contract amount, nor for any unauthorized or ineligible costs. Funds provided under this Agreement shall be provided in the form of a grant to the Grantee for the following activity(ies):

<i>Breakdown of Grant Budget</i>		
<u>Federal Matrix Code</u>	<u>Source Amount</u>	<u>Federal Source Coding</u>
03K	\$483,000	PIHNC - Street Improvements
03KD	\$ 42,000	PIHNC Activity Delivery
14A	\$174,150	Housing Rehabilitation - Single-Unit Residential
14H	\$ 40,850	Housing Rehabilitation Activity Delivery
21A	\$ 60,000	General Administration

Total \$800,000

3. Line Items

Line item adjustments may be made in accordance with the following:

- A. The following limits apply to the expenditure of funds for general administration. The amount shown above for general administration is the amount requested in the Grantee's application, unless that amount exceeded the CDBG general administration cap of seven and a half percent (7.5%) of the grant request. If the amount requested for general administration exceeded seven and a half percent (7.5%), the Department reduced the general administration request to meet that limitation and re-allocated the excess to activity(ies) implementation. Costs for the annual audit may be a general administration expense and are subject to the seven and a half percent (7.5%) limitation.
- B. The Department may approve a request from the Grantee to reallocate funds between the authorized activities and itemized amounts stated in Exhibit B, Section 2 above. Changes in the aggregate of ten percent (10%) or less, of the total grant amount between activity categories or line items during the term of this Agreement, and expenditures pursuant thereto, may be made only after the Department's express written approval, but do not require a written amendment to this Agreement. Changes between activity categories or line items cannot occur more often than once every six months during the term of this Agreement.

EXHIBIT B

- C. Unless incorporated in a written amendment to this Agreement, no change greater than ten percent (10%) of the total grant amount between activity categories or line items during the term of this Agreement shall be made, and no change in which the aggregate results in greater than ten percent (10%) of the total grant amount in adjustments between activity categories or line items during the term of this Agreement shall be made. Any such contract amendment must be executed by the Department prior to expenditures pursuant thereto. Changes between the housing activities of a housing combo program will be allowed based on written approval from the Department.
- D. If HUD changes an Activity Code(s) identified in Section 2 of this Exhibit or if there is a Department error in recording the Activity Code, the Grantee shall be notified in writing and the correction shall not require an amendment to this Agreement.

4. Leverage

The Grantee has committed leveraged funds in its application. These funds must be expended by the termination date of this Agreement. The Grantee will report on the value of other contributions included as leverage to the project activity(ies). Required contributions to be reported on, as described in the Application, are:

<i>Breakdown of Leverage Obligated</i>		
<u>Federal Matrix Code</u>	<u>Source Amount</u>	<u>Federal Source Coding</u>
03K	\$4,500	L120-Local-In Kind
14A	\$2,500	L120-Local-In Kind
21A	\$ 500	L110-Local-Staff Time

Total \$7,500

5. Program Income

If the Grantee has committed Program Income funds in its Application, this Program Income and/or any additional Program Income committed to an activity must be spent before any grant funds are drawn down for the activity(ies) for which it was committed. Any Program Income in a local revolving loan account, or revolving loan fund designated for the same activity(ies) as any open grant activity must also be spent before grant funds are drawn down for the activity(ies). The Grantee shall report Program Income expenditures on the Funds Request Form, the Quarterly Program Income Report, and the Annual Program Income Report. The following Program Income is committed to grant activities:

No Program Income Committed.

EXHIBIT B

6. Expenditure of Funds

A. General Administration

Costs for general administration may neither be incurred nor funds expended until execution of this Agreement by the Department, unless the Grantee has received prior written approval from the Department. If such approval is desired before execution of this Agreement by the Department, the Grantee shall make the request for approval in writing, but the Grantee will expend these funds at its own risk.

B. Program Implementation and Activity(ies) Delivery

Costs for program implementation and activity(ies) delivery may neither be incurred nor funds expended until the Grantee has received written approval from the Department that the Special Conditions set forth in Exhibit A, Section 6 are met. If such approval is desired before execution of this Agreement by the Department, the Grantee shall make the request for approval in writing.

C. Compliance with the Federal Office of Management and Budget (OMB) Circular A-133

Funds will not be disbursed to Grantees identified by the State Controller's Office (SCO) as non-compliant with the Federal Single Audit Act, as described in OMB Circular A-133, until such compliance is demonstrated.

D. Grant Administration

The Grantee agrees to administer this Agreement in accordance with the provisions of Section 7098 through and including Section 7124 of Title 25 of the CCR.

7. Expenditure Milestones

The Grantee must meet expenditure milestones set as follows.

A. All Program Activities, except set-aside activities:

25%	by	12/31/2011
50%	by	06/30/2012
75%	by	12/31/2012
100%	by	06/30/2013

EXHIBIT B

B. All Project Activities, except set-aside activities:

25%	by	06/30/2012
50%	by	12/31/2012
75%	by	03/31/2013
100%	by	06/30/2013

C. If the Grantee does not meet the expenditure milestones as set by the Department, per Title 25, CCR, Section 7066 (d) and (e), the Department may disencumber the difference between the milestone and what was expended for the program activity sixty (60) days after the date of the milestone.

8. Method of Payment

The Grantee shall submit all forms to the State Contract Coordinator, as specified in Exhibit A, Section 4, or any other address of which the Grantee has been notified in writing. The Department shall not authorize payments unless it determines that the grant activity(ies), has been performed in compliance with the terms of this Agreement.

A. Advances and Reimbursements

- 1) All Activity(ies): To receive an advance or reimbursement for the grant activity(ies) performed, the Grantee shall submit an executed Funds Request form. Reimbursement Fund Requests shall include the level of documentation specified by the Department. For advance of funds, Grantee shall include a justification explaining the need for an advance.
- 2) Lump Sum Draws for Housing Rehabilitation Activity(ies): If the Grantee is using a lump sum draw down payment method for a housing rehabilitation activity, the funds disbursed to the Grantee under a lump sum Fund Request are subject to the expenditure requirements contained in the Federal Regulations, 24 CFR 570.513. Any funds drawn down under a lump sum arrangement must be expended by the termination date of this Agreement.

B. Final Payment Requests

- 1) Grantees on the Advance Payment System: The last advance payment request must be submitted to the Department no later than ninety (90) days prior to the termination date of this Agreement.
- 2) Grantees on the Reimbursement Payment System: All requests for final reimbursement must be submitted within forty-five (45) days after the termination date of this Agreement.
- 3) All Requests for Grant Funds Not Previously Requested: If the final request for funds expended during the contract term has not been received by the Department within the forty-five (45) days of this Agreement's termination date, the Department shall disencumber any funds remaining in the Agreement and grant funds will no longer be available.

GTC 610

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D

CDBG GENERAL TERMS AND CONDITIONS

1. Effective Date, Commencement of Work and Completion Dates

This Agreement is effective upon approval/execution by the State, which is the date stamped by the Department in the lower right hand corner cover page of this Agreement. The Grantee agrees, subject to Exhibit B, Section 6A and 6B, that neither Work shall commence, nor will any costs be incurred to be paid with CDBG funds, prior to the effective date of the Agreement unless the Grantee has received prior written approval from the Department. The Grantee agrees that the Work shall be completed by the termination date specified on the cover page of this Agreement (as stated in Exhibit A, Section 3). This Agreement will expire on the date set forth in Exhibit A.

2. Sufficiency of Funds and Termination

- A. The Department may terminate this Agreement at any time for cause by giving at least 14 days written notice to the Grantee. Cause shall consist of violations of any terms and/or special conditions of this Agreement, upon the request of HUD, or withdrawal of the Department's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Grantee shall be returned to the Department within fourteen (14) days of the Notice of Termination.
- B. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after the determination was made.
- C. This Agreement is valid and enforceable only if sufficient current funds are made available to the Department by the United States Government for the Federal fiscal year. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or statute enacted by the Congress or State Legislature or any statute enacted by the Congress or the State Legislature, which may affect the provisions, terms or funding of this Agreement in any manner.
- D. If Congress does not appropriate sufficient funds for the Program, the Department may amend this Agreement to reflect any reduction in funds, or it may terminate this Agreement by giving fourteen (14) days written notice to the Grantee.

3. Meeting National Objectives

All grant activities performed under this Agreement must meet one of the National Objectives of the HUD regulations.

The funded activities shall benefit TIG households, as specified in the grant Application, and this benefit must be achieved by the Grant termination date.

EXHIBIT D**4. Inspections of Grant Activity**

- A. The Grantee shall inspect any grant activity performed by contractors and subrecipients hereunder to ensure that the grant activity(ies) is being and has been performed in accordance with the applicable Federal, State and/or local requirements and this Agreement.
- B. The Department reserves the right to inspect any grant activity(ies) performed hereunder to verify that the grant activity(ies) is being and has been performed in accordance with the applicable Federal, State and/or local requirements and this Agreement.
- C. The Grantee agrees to require that all grant activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor, respectively, until it is so corrected.

5. Insurance

The Grantee shall have and maintain in full force and effect during the term of this Agreement such forms of insurance, at such levels as may be determined by the Grantee and the Department to be necessary for specific components of the grant activity(ies) described in Exhibit A.

6. Contractors and Subcontractors

- A. The Grantee shall not enter into any agreement, written or oral, with any contractor without the prior determination of the contractor's eligibility. A contractor or subcontractor is not eligible to receive grant funds if the contractor is not licensed, not in good standing with the State of California, or is listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible contractors.
- B. An agreement between the Grantee and any contractor shall require the contractor and its subcontractors, if any, to:
 - 1) Perform the grant activity(ies) in accordance with Federal, State and local housing and building codes, as are applicable.
 - 2) Comply with the applicable State and Federal requirements described in Exhibits D and E of this Agreement which pertain to, among other things, labor standards, non discrimination, Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace.
 - 3) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the grant activity(ies) or any part of it.
 - 4) Maintain, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.

EXHIBIT D

- 5) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of five (5) years from date of termination of this Agreement, or five (5) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement, and any amendments, whichever is later.
- 6) Permit the State, Federal government, the Bureau of State Audits, the Department and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to the Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

7. Periodic Reporting Requirements

During the term of this Agreement, the Grantee must submit the following reports by the dates identified, respectively, or as otherwise required at the discretion of the Department. The Grantee's performance under this Agreement will be based in part on whether it has submitted the reports on a timely basis.

- A. Financial and Accomplishment Report (FAR) (Semi-Annual): Submit by January 31 and July 31.
- B. Annual Grantee Performance Report (GPR): Submit by July 31 starting from the contract effective date to subsequent June 30, and for each State Fiscal Year.
- C. Section 3 Report: Submit with the annual GPR by July 31 for each State Fiscal Year.
- D. Wage Compliance Reports: Semi-annual Wage Compliance Reports are to be submitted by October 31 and April 30 during the entire construction period. The final Wage Compliance Report is to be submitted thirty (30) days after construction is completed.
- E. Quarterly Program Income Report: Submit on or before January 31, April 30, and October 31, of each year.
- F. Annual Program Income Report: Submit by July 31 of each year regardless of whether or not the Grantee has any open grants.
- G. Funds Request Form: Submit a Funds Requests Form as funds are needed.
- H. Any other reports that may be required as a Special Condition of this Agreement.

8. Monitoring Requirements

The Department shall perform a program and/or fiscal monitoring of the grant activity(ies). The Grantee shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department. If findings are not adequately resolved in a timely manner, the Department may deduct points from the Grantee's performance score on future applications.

EXHIBIT D**9. Grant Closing Requirements**

- A. The Grantee must submit the following within forty-five (45) days after the termination date of this Agreement:
- 1) The Final FAR: The period of this report is the final period of this Agreement.
 - 2) The Final Funds Request: If any, for final reimbursement.
- B. The Grantee must submit the following within ninety (90) days after the termination date of this Agreement:
- 1) The Final GPR, per current State CDBG Grant Management Manual.
 - 2) The Closeout Certification Letter, per current State CDBG Grant Management Manual.
 - 3) Return of Unexpended Funds: All funds received by the Grantee but not expended by the termination date of this Agreement must be accounted for and returned. Funds shall be returned in accordance with the current State CDBG Grant Management Manual.
 - 4) The Closeout FAR: The period of this report is from the Start Date of the Agreement to the End Date of this Agreement.
 - 5) Annual Audit Report: The Grantee must submit a annual audit report to the State Controller's Office (SCO) pursuant to the requirements of the Federal Office of Management and Budget (OMB) Circular A-133.
 - 6) Evidence, satisfactory to the Department, of compliance with any other Special Conditions of this Agreement.

10. Obligations of Grantee with Respect to Certain Third Party Relationships

The Grantee shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Program with respect to which assistance is being provided under this Agreement to the Grantee. The Grantee shall comply with all lawful requirements of the Department necessary to ensure that the Program, with respect to which assistance is being provided under this Agreement to the Grantee, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974.

11. Signs

If the Grantee places signs stating that the Department is providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the project that the Department is a source of financing through the CDBG Program.

EXHIBIT D

12. Audit/Retention and Inspection of Records

- A. The Grantee must have intact, auditable fiscal records at all times. If the Grantee is found to have missing audit reports from the SCO during the term of this Agreement, the Grantee will be required to submit a plan to the State, with task deadlines, for submitting the audit to the SCO. If the deadlines are not met, the Grantee will be subject to termination of this Agreement and disencumbrance of the funds awarded. The Grantee's audit completion plan is subject to prior review and approval by the Department.
- B. The Grantee agrees that the Department or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Grantee agrees to provide the Department or its designee with any relevant information requested and shall permit the Department or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq. The Grantee further agrees to maintain such records for a period of five (5) years after final payment under this Agreement. The Grantee shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC 10115.10.
- C. An expenditure which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee by the Grantee. Expenditures for grant activity(ies) not described in Exhibit A shall be deemed authorized if the performance of such grant activity(ies) is approved in writing by the Department prior to the commencement of such grant activity(ies).
- D. Absent fraud or mistake on the part of the Department, the determination by the Department of the allowability of any expenditure shall be final.
- E. For the purposes of annual audits under OMB Circular A-133 (The United States Office of Management and Budget Circular for Audits of States and Local Governments), Grantee shall use the Federal Catalog number 14.228 for the State CDBG Program.
- F. Pursuant to OMB Circular A-133, the Grantee shall perform an annual audit at the close of each fiscal year in which this Agreement is in effect. Audit costs for this Agreement are a general administration expense and are subject to the general administration expenditure limits associated with this Agreement. The costs of the CDBG-related portion of the audit may be charged to the program in accordance with Public Law 98-502, OMB Circular A-133 and Section 7122 of Title 25 CCR.
- G. Notwithstanding the foregoing, the Department will not reimburse the Grantee for any audit cost incurred after the termination date of this Agreement.
 - 1) The audit shall be performed by a qualified State, Department, local or independent auditor. The agreement/contract for audit shall include a clause which permits access by the Department to the independent auditor's working papers.

EXHIBIT D

- 2) If there are audit findings, the Grantee must submit a detailed response to the Department for each audit finding. The Department will review the response and, if it agrees with the response, the audit process ends and the Department will notify the Grantee in writing. If the Department is not in agreement, the Grantee will be contacted in writing and informed what corrective actions must be taken. This action may include the repayment of disallowed costs or other remediation.
- 3) The Department shall not approve reimbursement for any expenditures for the audit, prior to receiving an acceptable audit report.
- 4) If so directed by the Department upon termination of this Agreement, the Grantee shall cause all records, accounts, documentation and all other materials relevant to the grant activity(ies) to be delivered to the Department as depository.

13. Conflict of Interest of Members, Officers, or Employees of Contractors, Members of Local Governing Body, or other Public Officials

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter.

14. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement or to require at any time performance by the Grantee of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

15. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

EXHIBIT D

16. **Lead-Based Paint Hazards**

Activity(ies) performed with assistance provided under this Agreement are subject to lead-based paint hazard regulations contained in Title 8 (Industrial Relations) and Title 17 (Public Health) of the CCR and 24 CFR Part 35 (Lead Disclosure). Any grants or loans made by the Grantee with assistance provided under this Agreement shall be made subject to the provisions for the elimination or mitigation of lead-based paint hazards under these Regulations. The Grantee shall be responsible for the notifications, inspections, and clearance certifications required under these Regulations.

17. **Prevailing Wages**

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Grantee shall ensure that the requirements of California Labor Code (LC), Chapter 1, commencing with Section 1720, Part 7 (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. For the purposes of this requirement “construction work” includes, but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the “construction contract”). Where the construction contract will be between the Grantee and a licensed building contractor, the Grantee shall serve as the “awarding body” as that term is defined in the Labor Code. Where the Grantee will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the “awarding body.” Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

18. **Compliance with State and Federal Laws and Regulations**

- A. The Grantee agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Grantee, its subgrantees, contractors or subcontractors, and the grant activity, and any other State provisions as set forth in Exhibit D.
- B. The Grantee agrees to comply with all Federal laws and regulations applicable to the CDBG Program and to the grant activity(ies), and with any other Federal provisions as set forth in Exhibit E.

EXHIBIT E

SPECIAL TERMS AND CONDITIONS

1. Anti-Lobbying Certification

The Grantee shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant activity(ies) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

"The undersigned certifies, to the best of his or her knowledge or belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions."

2. Bonus or Commission, Prohibition Against Payments of

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- A. Obtaining the Department's approval of the application for such assistance; or
- B. The Department's approval of the applications for additional assistance; or
- C. Any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

EXHIBIT E

3. **Citizen Participation**

The Grantee is subject to the requirements concerning citizen participation contained in Federal Regulations at 24 CFR 570.486, Local Government Requirements.

4. **Clean Air and Water Acts**

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

5. **Conflict of Interest of Certain Federal Officials**

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

6. **Environmental Requirements**

The Grantee shall comply with the provisions of the National Environmental Policy Act (NEPA) by following the procedures contained in 24 CFR Part 58.

7. **Equal Opportunity**

A. The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances:

During the performance of this agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, handicap, religion, familial status, or religious preference, under any grant activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975, the Fair Housing Amendment Act of 1988, and all implementing regulations.

B. Rehabilitation Act of 1973 and the "504 Coordinator":

The Grantee further agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR Part 8, including, but not limited to, for Grantees with fifteen (15) or more permanent full or part time employees, the local designation of a specific person charged with local enforcement of this Act, as the "504 Coordinator."

EXHIBIT E

C. The Training, Employment, and Contracting Opportunities for Business and Lower-Income Persons Assurance of Compliance:

- 1) The grant activity(ies) to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701u. Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in 24 CFR 135.34(a)(2).
- 2) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- 3) The Grantee will include these Section 3 clauses in every contract and subcontract for work in connection with the grant activity(ies) and will, at the direction of the Department, take appropriate action pursuant to the contract or subcontract upon a finding that the Grantee or any contractor or subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR Part 135 and, will not let any contract unless the Grantee or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- 4) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a condition of the Federal financial assistance provided to the grant activity(ies), binding upon the Grantee, its successors, and assigns. Failure to fulfill these requirements shall subject the Grantee, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the Agreement through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

D. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or more:

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

EXHIBIT E

8. **Flood Disaster Protection**

- A. This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act.
- B. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.
- C. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain certain provisions. These provisions will apply if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq.
- D. These provisions shall obligate the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(s) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

9. **Labor Standards--Federal Labor Standards Provisions**

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

- A. Davis-Bacon Act (40 U.S.C. 3141-3148) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.
- B. "Anti-Kickback Act of 1986" (41 U.S.C. 51-58) prohibits any person from (1) providing, attempting to provide, or offering to provide any kickback; (2) soliciting, accepting, or attempting to accept any kickback; or (3) including directly or indirectly, the amount of any kickback prohibited by clause (1) or (2) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to the United States.
- C. Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. 3702) requires that workers receive "overtime" compensation at a rate of one to one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.

EXHIBIT E

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

10. **Procurement**

The Grantee shall comply with the procurement provisions in 24 CFR Part 85.36, Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.

11. **Program Income**

"Program Income" means gross income earned by the Grantee from grant-funded activities and is subject to CDBG regulatory requirements pursuant to 24 CFR 570.489 (e), Program Administrative Requirements, Program Income. These regulations include the requirement that the Grantee record receipt and expenditure of Program Income as part of the financial transactions of the grant activity(ies).

12. **Non-Performance**

Prior to closing out this Agreement, the Department shall review the actual National Objective and/or Public Benefit achievements of the Grantee. In the event that the National Objective and/or Public Benefit requirements are not met, the Department may, in its sole discretion, impose any or all of the following remedies: recapture of part or all of the Program Income; reimbursement of part or all of the grant amount; and/or exclusion of the Grantee from further CDBG funding for a period of time to be determined by the Department.

13. **Relocation, Displacement, and Acquisition**

The provisions of the Uniform Relocation Act, as amended, 49 CFR Part 24, and Section 104(d) of the Housing and Community Development Act of 1974 shall be followed where any acquisition of real property is carried out by the Grantee and assisted in whole or in part by funds allocated by CDBG.

14. **Uniform Administrative Requirements**

The Grantee shall comply with applicable Uniform Administrative Requirements as described in 24 CFR Section 570.502, including cited Sections of 24 CFR Part 85.

APPLICATION TABLE OF CONTENTS - FORMS

Application submitted by: County of El Dorado (jurisdiction)

☒ General Allocation Application or ☐ Native American Application

**Click on the box, drop-down menu or text box to enter information.*

APPLICATION FORMS	Required or "Select"	Documentation located on Page(s)
Application Summary	Required	3
Joint Powers Agreement/MOU (if applicable)	N/A	8
State Objectives	YES	9
Section 504 Self Evaluation	YES	11
THRESHOLD DOCUMENTATION		
Threshold Requirement Forms	Required	12
Debarment Eligibility	Not on Debarment	15
Holdout Status	Not on Hold-out	17
Housing Element Compliance as of June 25, 2010 (application submittal deadline)	In Compliance	18
Growth Control Information	No Restricting Ord	20
Statement of Assurances	Required	21
Compliance with OMB Circular A-133	Required	26
Citizen Participation Documentation	Required	30
Original Resolution(s) of the Governing Body	Required	33
NEPA Forms For General Administration (only):		
➤ HUD Environmental Finding Form	Required	35
➤ HUD Environmental Form for Statutes and Regulations at 24 CFR Part 58.6	Required	36
GRANT ADMINISTRATIVE CAPACITY		
Previous CDBG Grant(s)	Yes	37
Proposed Grant Administrator	In-house staff	38
LEVERAGE/SOURCES & USES SUMMARY		
Application Leverage Form	Required	51
INDIVIDUAL ACTIVITY		
Housing Rehabilitation	Required	52
Public Improvement in Support of Housing New Construction	Required	132

APPLICATION TABLE OF CONTENTS - FORMS

OTHER		
Copy of Resolution(s)	Required	Inner front pocket of "Original" application 33

APPLICATION SUMMARY - Forms

A. State Community Development Block Grant Program Allocation



☒ General Allocation 2010 - 2011

or

☐ Native American Allocation 2008 - 2011

If applying for both, separate applications are required.

B. Application Information

Jurisdiction Name: County of El Dorado

DUNS #: 96-506-7382

Address: 3057 Briw Road, Suite A

City: Placerville State: CA Zip Code: 95667

Is this application being submitted on behalf of more than one jurisdiction?

☒ NO

☐ YES Complete the following. (Please note that the implementation of a Joint Powers Agreement or Memorandum of Understanding between the applicants is required.)

Second Jurisdiction's Name: _____

Address: _____

JPA or MOU on Page _____

City: _____ State: _____ Zip Code: _____

C. Authorized Representative Information (per the Resolution)

Name: Daniel Nielson Title: Director of Human Services

Phone: 530-621-7275 Ext: _____ FAX: 530-295-8669

E-mail: daniel.nielson@edcgov.us

☒ Check here if address information is the same as above; if not, fill in information below.

Address: _____

City: _____ State: _____ Zip Code: _____

Signature: _____

Daniel Nielson

Sign Here

Date: 6/16/10

APPLICATION SUMMARY - Forms

D. Applicant Contact Information (if different from above)

☒ Check here if address information is the same as above; if not, fill in information below.

Name: Cynthia Wallington Title: Program Manager II

Agency: El Dorado County Department of Human Services

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: 530-642-7266 E-mail: cynthia.wallington@edcgov.us FAX: 530-295-2672

E. Legislative Representative Information

	District #	First Name	Last Name
Assembly	<u>4</u>	<u>Ted</u>	<u>Gaines</u>
Senate	<u>1</u>	<u>Dave</u>	<u>Cox</u>
Congress	<u>4</u>	<u>Tom</u>	<u>McClintock</u>

	District #	First Name	Last Name
Assembly	_____	_____	_____
Senate	_____	_____	_____
Congress	_____	_____	_____

F. Target Populations- Primary Purpose(s) of each proposed Activity

On the next page (Requested Funding for All Proposed Activities), in the noted column, enter the **primary** number(s) that correspond to the target population(s) that each activity will specifically address. For example, a homeless shelter will most likely serve many target populations shown, but the **primary** target population will be the homeless.

- | | | |
|------------------------|-----------------------|----------------------------------|
| 1. Physically Disabled | 7. Families | 13. Victims of Domestic Violence |
| 2. Persons with AIDS | 8. Farmworkers | 14. Dually-Diagnosed |
| 3. Youths | 9. Seniors | 15. Prevent Homelessness |
| 4. Single Adults | 10. Mentally Ill | 16. Help the homeless |
| 5. Single Men | 11. Veterans | 17. Help those with HIV/AIDS |
| 6. Single Women | 12. Substance Abusers | 18. Other |

APPLICATION SUMMARY - Forms

G. Requested Funding for All Proposed Activities

Note: See instructions for funding limitations.

Activity	Amount Requested	Activity Administrator	Target Populations	Result of PTA grant/Phase of previously funded activity?
GENERAL ADMINISTRATION				
(Maximum of 7.5% of total funding requested)	\$ 60,000	<input checked="" type="checkbox"/> Applicant Staff <input type="checkbox"/> Other <input type="checkbox"/> Combination		
Activity # 1: <u>Housing Rehabilitation</u>				
Activity Amount	\$ 174,150	<input checked="" type="checkbox"/> Applicant Staff <input type="checkbox"/> Other <input type="checkbox"/> Combination	Target I.D. #: <u>7.9</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Grant # _____
Activity Delivery	\$ 40,850 (19%)		Proposed # of Beneficiaries: <u>27</u>	
Activity TOTAL	\$ 215,000			
Activity # 2: <u>Public Improvements in Support of New Housing Construction</u>				
Activity Amount	\$ 483,000	<input checked="" type="checkbox"/> Applicant Staff <input type="checkbox"/> Other <input type="checkbox"/> Combination	Target I.D. #: <u>7</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Grant # _____
Activity Delivery	\$ 42,000 (8%)		Proposed # of Beneficiaries: <u>106</u>	
Activity TOTAL	\$ 525,000			
Activity # 3: _____				
Activity Amount	\$	<input type="checkbox"/> Applicant Staff <input type="checkbox"/> Other <input type="checkbox"/> Combination	Target I.D. #: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No Grant # _____
Activity Delivery	\$		Proposed # of Beneficiaries: _____	
Activity TOTAL	\$			
10% Set-Aside Activity: _____				
Activity Amount	\$	<input type="checkbox"/> Applicant Staff <input type="checkbox"/> Other <input type="checkbox"/> Combination	Target I.D. #: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No Grant # _____
Activity Delivery	\$		Proposed # of Beneficiaries: _____	
Activity TOTAL	\$			
\$ <u>800,000</u>		◀ TOTAL Funding Requested		

APPLICATION SUMMARY - Forms

H. State Objectives:

If you are claiming state objective points for activities within this application, select which objective(s) and indicate for which activity and where supporting documentation can be found.

Note: *The Capacity Building objective is not activity-specific and can only be claimed once per application.*

Although only a maximum of 50 points will be awarded per application, select all objectives that are applicable to this application.

>>See Appendix F for additional information on State Objectives<<

State Objective Claimed:	For Activity(ies):	Application Page #
1. Capacity Building	<u>Housing Rehab</u>	✓ 61
2. Infrastructure Proposals	<u>PIHNC</u>	✓ 143
3.		
4.		

I. Section 504 Self-Evaluation:

HUD requires jurisdictions to have documented their compliance with Section 504. Applicants must attach a Section 504 Self-Certification form with their Application Package. It is important to note that the form itself does not constitute the jurisdiction's efforts to meet Section 504. The jurisdiction should have performed an analysis and evaluation of each factor and prepared a Section 504 Plan. The self-certification form is used to certify that the jurisdiction has performed this analysis and evaluation and to record areas of compliance or problems.

>>See the CDBG Grant Management Manual for additional information<<

J. Residential Anti-Displacement and Relocation Assistance Plan Checklist *(Required for All Applicants)*

1. Does the proposed activity include acquisition of real property?

☒ No. (If no, go to #3 below)

☐ Yes. If yes, check the appropriate box below and answer question 2 and 3.

☐ Site Control under option to purchase.

☐ Site is identified but no negotiations have taken place.

☐ Site not identified (Stop here and go to next Section)

2. Will site acquisition require use of eminent domain?

☐ Yes. (see note) ☐ No.

Note: CDBG funds cannot be used with eminent domain. Site acquisition under this circumstance may not be eligible.

3. Will the activity involve acquisition or rehabilitation of site with structures and are structures currently occupied?

☒ Yes. The applicant must provide documentation showing that persons in the project have received a General Information Notice and provide a copy of a project-specific relocation plan, which was made public. The plan must address how many persons will be displaced and services and benefits made available.

☐ No. The applicant must provide documentation of why no person will be displaced (i.e., property being acquired has no structures on it, or structures on the property have been vacant for over 120 days).

4. Will this project cause the elimination of affordable housing units and trigger Section 104(d) replacement requirements?

☐ Yes. Successful applicants must provide a plan to CDBG staff for replacing all affordable housing units eliminated as a special condition of the contract.

☒ No.

JOINT POWERS AGREEMENT/MOU

Not applicable.

Applicant is not submitting an application on behalf of another jurisdiction and is not submitting a joint application.

APPLICATION SUMMARY - Forms

H. State Objectives:

If you are claiming state objective points for activities within this application, select which objective(s) and indicate for which activity and where supporting documentation can be found.

Note: *The Capacity Building objective is not activity-specific and can only be claimed once per application.*

Although only a maximum of 50 points will be awarded per application, select all objectives that are applicable to this application.

>>See Appendix F for additional information on State Objectives<<

State Objective Claimed:	For Activity(ies):	Application Page #
1. Capacity Building	<u>Housing Rehab</u>	✓ 61
2. Infrastructure Proposals	<u>PIHNC</u>	✓ 143
3.		
4.		

I. Section 504 Self-Evaluation:

HUD requires jurisdictions to have documented their compliance with Section 504. Applicants must attach a Section 504 Self-Certification form with their Application Package. It is important to note that the form itself does not constitute the jurisdiction's efforts to meet Section 504. The jurisdiction should have performed an analysis and evaluation of each factor and prepared a Section 504 Plan. The self-certification form is used to certify that the jurisdiction has performed this analysis and evaluation and to record areas of compliance or problems.

>>See the CDBG Grant Management Manual for additional information<<

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE**

1800 Third Street, Suite 330
Sacramento, CA 94252-2054
(916) 552-9398
FAX (916) 319-8488



NOV 30 2009

Ms. Janet Walker-Conroy
Acting Director of Human Services Department
County of El Dorado
937 Spring Street
Placerville, CA 95667

SUBJECT: 2009-10 GENERAL ALLOCATION GRANT APPLICATION

Dear Ms. Walker-Conroy:

The Department of Housing and Community Development (Department) would like to thank the County of El Dorado for submitting an application for the 2009-10 Community Development Block Grant (CDBG) General Allocation.

Regretfully, your application did not garner sufficient points for funding in this very competitive round. The \$15 million for the 2009-10 General Allocation has been awarded.

The Department encourages the County to plan for participation in future opportunities in upcoming years. For more information concerning this and other Department programs, please visit the website at www.hcd.ca.gov.

The Department wishes you future success in providing community development opportunities for the citizens of your community. If you have any questions or would desire technical assistance for any future grant programs, please contact your jurisdiction representative at (916) 552-9398.

Sincerely,


Chris Westlake
Deputy Director

Enclosures

cc: Shawna Purvines, Senior Planner, Development Services
County of El Dorado

SECTION 504 SELF-EVALUATION

Applicant: COUNTY OF EL DORADO

SECTION 504 SELF-EVALUATION

Jurisdiction: El Dorado County

Date: 6-8-09

AREAS DISCUSSED	PROBLEMS IDENTIFIED	MODIFICATIONS MADE
<u>COMMUNICATIONS: Program Publicity</u> Public Notices and ads in newspaper? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no Public Service Announcements? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no Posters or fliers? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no Letters to homeowners in area? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no Informational public meetings? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no Interpreters, readers, or TDD's available upon request? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no Equal Opportunity statement in ads, fliers, and letters? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		
<u>EMPLOYMENT:</u> Does the City make reasonable accommodation to known physical or mental limitations of qualified applicants or employees with disabilities? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no Pre-employment inquiries and tests do not screen out disabled persons? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no		
<u>PROGRAM ACCESSIBILITY:</u> Are City/County facilities accessible to and usable by individuals with disabilities (e.g., ramps, space at meetings)? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no Disability modifications offered in the rehabilitation program? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no Disabled individuals with limited mobility assisted with applications at their homes? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		
<u>ENFORCEMENT - Evaluate how policies meet 504 requirements:</u> Statement of Assurances in grant applications? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no Non-discrimination clause in deed of trust? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no Names of Advisors on Disabled Issues: <i>(this is required)</i> <u>Thomas A. Fossum</u> <u>Ron Conway</u>		
Does the City/County have procedures for complaints? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no Is a log maintained of any complaints? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		

Name of Section 504 Coordinator: Thomas A. Fossum

Signature

Thomas A. Fossum

APPLICATION SUMMARY - Forms

The Department will review each application to determine whether the application meets all of the eligibility threshold criteria. Applications that meet all of the threshold criteria will be eligible to be rated and ranked.

***Click on the box or text box to enter information.**

	Yes	No	
A.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Debarment</u> Is the applicant jurisdiction on the Federal Excluded Parties List (www.epls.gov)? ➤ If Yes, the applicant is <u>not eligible</u> to receive federal funding. ➤ No. The applicant has included a copy of the search on page(s): <u>15</u>
B.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Holdout Status</u> Has the applicant received a written Holdout Letter from the Department? ➤ If No, skip to the next section ➤ If Yes, answer the following question: <input type="checkbox"/> <input type="checkbox"/> Has applicant received a written Holdout <u>Waiver</u> Letter from the Department? Date of Letter: _____ Copy included on page(s): _____ ➤ If Waiver Letter has NOT been received, the applicant is <u>not eligible</u> to submit an application.
C.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Housing Element Compliance</u> Does applicant have a Housing Element in compliance with CDBG requirements as of the application submittal deadline? If No, then the applicant is <u>not eligible</u> to receive funding. The Department will verify CDBG compliance with HPD as of June 25, 2010.
D.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Growth Control</u> Has the applicant jurisdiction enacted limitations on residential construction, which includes limitations other than establishing agricultural preserves, or limitations imposed by another agency, or limitations not based on a health and safety need? ➤ If No, skip to next section. <input type="checkbox"/> <input type="checkbox"/> If yes, do these limitations meet any of the exceptions found in State CDBG Program Regulations, Section 7056(b)(2)(B)? ➤ If "Yes" to the exceptions, the applicant has included a copy of the limitation with this application on page(s): _____ ➤ If "No" to the exception, the applicant jurisdiction is <u>not eligible</u> to receive federal funding.
E.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Statement of Assurances</u> Applicant has included the correct version (revised 2010) of the Statement of Assurances, signed by the Chief Executive Officer of the applicant jurisdiction.
F.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Compliance with OMB Circular A-133</u> Applicant has included a signed OMB Certification.

APPLICATION SUMMARY - Forms

	Yes	No	
G.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p><u>Citizen Participation</u> Applicant has met all the Public Hearings/Citizen Participation requirements, such as:</p> <ul style="list-style-type: none"> • Public notices published in a local newspaper announcing the public hearings and containing the required information, as stated in the CDBG Grant Management Manual. • At least one public hearing was held during the program design phase of the application. <ul style="list-style-type: none"> ➢ Design Hearing was <u>published/posted</u> on <u>7/6/09</u> ; and <ul style="list-style-type: none"> ○ documentation is included on page(s): <u>30</u> ➢ Design Hearing was <u>held</u> on <u>7/28/09</u> ; and <ul style="list-style-type: none"> ○ documentation is included on page(s): <u>30</u> • At least one public hearing was held to approve submittal of the application <ul style="list-style-type: none"> ➢ Application Submittal Hearing was <u>published/posted</u> on <u>5/28/10</u> ; and <ul style="list-style-type: none"> ○ documentation is included on page(s): <u>✓31</u> ➢ Application Submittal Hearing was <u>held</u> on <u>6/15/10</u> ; and <ul style="list-style-type: none"> ○ documentation is included on page(s): <u>To follow 32</u> • Sign-in sheets and all documentation are in the public information file and available for review and monitoring; <u>and</u> • Written comments received during the public hearing process are included with the application along with any responses on page(s):
H.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p><u>Resolution(s) of the Governing Body</u> Applicant has included a Resolution (sample in Appendix I) that:</p> <ul style="list-style-type: none"> • is an original or an original certified copy; <u>and</u> • authorizes submission of the application; <u>and</u> • approves the application's contents (funding requested, activities, committed leverage, etc.); <u>and</u> • authorizes the execution of a grant agreement, and any amendments thereto, if funded; <u>and</u> • designates a person (by title) authorized to enter into an agreement, if funded; <u>and</u> • designates persons (by titles) authorized to sign all reports, Funds Requests and other program-supporting documentation.

APPLICATION SUMMARY - Forms

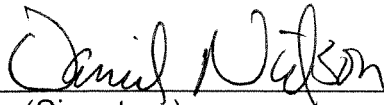
	Yes	No	
I.	<input checked="checked" type="checkbox"/>	<input type="checkbox"/>	<u>NEPA Environmental Review for General Administrative Activities</u> Applicant has included the Environmental Review documents for general grant <u>administrative</u> activities, consisting of an Environmental Finding Form and a HUD Environmental Form for Statutes and Regulations at 24 CFR Part 58.6.

After the application due date, the Department will not consider unsolicited information from an applicant. However, the Department may contact an applicant to clarify an item in the application. Applicants should note that the Department will not seek clarification of items or responses that improve the substantive quality of the applicant's response to any eligibility or selection criterion.

I certify on behalf of the County of El Dorado (name of entity) that the Threshold information provided is true and accurate.

Daniel Nielson, M.P.A.

(Printed/Typed Name)



(Signature)

(blue ink)

Director Human Services

(Title)

June 16, 2010

(Date signed)

EPLS

Excluded Parties List System

Search Results Excluded By
Partial Name : COUNTY AND EL DORADO or DANIEL AND NIELSON
as of 02-Jun-2010 5:34 PM EDT

Your search returned no results.

EPLS

Excluded Parties List System

Search Results Excluded By
Partial Name : COUNTY or AND EL or AND DORADO
as of 13-May-2010 2:49 PM EDT

Your search returned no results.

HOLDOUT STATUS

Not applicable.

Applicant has not received a Holdout letter.

HOUSING ELEMENT COMPLIANCE REPORT
05/04/2010 10:34 a.m.

2 of 11

<u>County</u>	<u>Jurisdiction</u>	<u>Record Type</u>	<u>Date Received</u>	<u>Date Reviewed</u>	<u>Compliance Status</u>
	SAN PABLO	DRAFT	4/26/2010	-	IN REVIEW
	SAN RAMON	ADOPTED	1/12/2010	2/24/2010	IN
	WALNUT CREEK	ADOPTED	12/24/2009	3/2/2010	IN
DEL NORTE	CRESCENT CITY	DRAFT	4/5/2010	-	IN REVIEW
	DEL NORTE COUNTY	ADOPTED	5/19/2009	7/29/2009	IN
EL DORADO	EL DORADO COUNTY	ADOPTED	5/4/2009	6/11/2009	IN
	PLACERVILLE	DRAFT	12/30/2009	2/26/2010	OUT
	SOUTH LAKE TAHOE	ADOPTED	12/18/2008	1/26/2009	IN
FRESNO	CLOVIS	DRAFT	4/1/2010	4/8/2010	OUT
	COALINGA	DRAFT	3/15/2010	-	IN REVIEW
	FIREBAUGH	ADOPTED	11/2/2009	1/19/2010	IN
	FOWLER	DRAFT	7/1/2003	8/29/2003	DUE
	FRESNO	ADOPTED	2/2/2009	2/27/2009	IN
	FRESNO COUNTY	ADOPTED	4/9/2003	5/22/2003	DUE
	HURON	ADOPTED	3/21/2005	4/14/2005	DUE
	KERMAN	DRAFT	6/19/2006	8/16/2006	DUE
	KINGSBURG	ADOPTED	7/1/2002	9/26/2002	DUE
	MENDOTA	ADOPTED	7/19/2004	9/10/2004	DUE
	ORANGE COVE	ADOPTED	5/29/2009	6/1/2009	IN
	PARLIER	ADOPTED	6/26/2009	7/15/2009	IN
	REEDLEY	ADOPTED	9/26/2003	12/23/2003	DUE
	SAN JOAQUIN	ADOPTED	1/19/2010	3/22/2010	IN
	SANGER	DRAFT	2/26/2008	4/24/2008	DUE
	SELMA	DRAFT	6/2/2008	8/1/2008	OUT
GLENN	GLENN COUNTY	DRAFT	2/8/2010	4/8/2010	OUT
	ORLAND	ADOPTED	3/23/2010	-	IN REVIEW
	WILLOWS	DRAFT	3/18/2010	-	IN REVIEW
HUMBOLDT	ARCATA	ADOPTED	12/14/2009	1/12/2010	IN
	BLUE LAKE	ADOPTED	11/9/2009	2/4/2010	OUT
	EUREKA	DRAFT	2/22/2010	4/22/2010	OUT
	FERNDALE	ADOPTED	9/28/2006	10/4/2006	DUE
	FORTUNA	DRAFT	11/17/2009	1/14/2010	OUT
	HUMBOLDT COUNTY	ADOPTED	9/1/2009	11/30/2009	OUT
	RIO DELL	DRAFT	10/5/2009	12/3/2009	OUT
	TRINIDAD	DRAFT	8/11/1997	9/25/1997	DUE
IMPERIAL	BRAWLEY	ADOPTED	7/14/2008	8/15/2008	IN
	CALEXICO	ADOPTED	4/23/2010	-	IN REVIEW
	CALIPATRIA	ADOPTED	1/15/2009	1/23/2009	IN
	EL CENTRO	ADOPTED	10/19/2009	10/30/2009	IN
	HOLTVILLE	ADOPTED	11/13/2008	12/30/2008	IN
	IMPERIAL	ADOPTED	12/30/2008	1/9/2009	IN
	IMPERIAL COUNTY	ADOPTED	7/9/2008	8/15/2008	IN
	WESTMORLAND	ADOPTED	3/12/2009	4/3/2009	IN
INYO	BISHOP	DRAFT	2/3/2010	3/26/2010	OUT
	INYO COUNTY	ADOPTED	8/25/2009	9/15/2009	IN
KERN	ARVIN	DRAFT	12/21/2009	2/18/2010	OUT
	BAKERSFIELD	ADOPTED	3/16/2009	4/8/2009	IN
	CALIFORNIA CITY	ADOPTED	4/30/2004	7/15/2004	DUE
	DELANO	ADOPTED	4/4/2003	7/1/2003	DUE
	KERN COUNTY	ADOPTED	2/11/2009	3/16/2009	IN

Due means a housing element has not yet been submitted for the current planning period.

Araya Hiranjaruvong

From: Paul McDougall [PMcdouga@hcd.ca.gov]
Sent: Monday, May 10, 2010 1:01 PM
To: Araya Hiranjaruvong
Subject: RE: CDBG Application: El Dorado County Housing Element Compliance

Hi Araya - El Dorado County meets CDBG requirements for the housing element

From: Araya Hiranjaruvong [mailto:AHiranjaruvong@mercyhousing.org]
Sent: Monday, May 10, 2010 12:45 PM
To: Paul McDougall
Subject: CDBG Application: El Dorado County Housing Element Compliance

Hi Paul,

In respect to the CDBG Application, could you please confirm that El Dorado County's housing element is in compliance?

Thanks!

Araya

-- ***** This email and any files attached are intended solely for the use of the individual or entity to which they are addressed. If you have received this email in error, please notify the sender immediately. This email and the attachments have been electronically scanned for email content security threats, including but not limited to viruses.

GROWTH CONTROL

Not applicable.

Applicant does not have a General Plan, ordinance, or other measure which directly limits by number either the building permits which may be issued for residential construction, or buildable lots which may be developed for residential purposes.

STATEMENT OF ASSURANCES (2010) - Forms

By checking the boxes, the certifier assures the statements are true.

The County of El Dorado hereby assures and certifies that:

- ☒ 1. Legal Authority
It possesses legal authority to apply for the grant and to execute the proposed program.

- ☒ 2. Application Authorization
Its governing body has duly adopted or passed as an official act or resolution, motion, or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer or other designee to act in connection with the application and to provide such additional information as may be required.

- ☒ 3. Citizen Participation
It has or will comply with all citizen participation requirements, which include, at a minimum, the following components:
 - a. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which CDBG funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction; and
 - b. Provides citizens with reasonable and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by CDBG regulations, and relating to the actual use of funds under this title; and
 - c. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee; and
 - d. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program. These include at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries and with accommodation for the handicapped. This shall include one public meeting during the program design, annual performance report preparation, and formal amendments. A public hearing shall be conducted prior to application submittal; and
 - e. Solicits and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and

STATEMENT OF ASSURANCES (2010) - Forms

- f. Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can reasonably be expected to participate.

☒ 4. National Objective

The CDBG Program has been developed so as to primarily benefit targeted income persons and households, and each activity in the program meets one of the three national objectives: benefit to low- and moderate-income persons, elimination of slums and blight, or meets an urgent community need certified by the grantee as such.

☒ 5. NEPA Environmental Review

Consents to assume the responsibilities for environmental review and decision-making in order to ensure compliance with NEPA by following the procedures for recipients of block grant funds as set forth in 24 CFR, Part 58, titled "Environmental Review Procedures for Title I Community Development Block Grant Programs." Also included in this requirement is compliance with Executive Order 11988 relating to the evaluation of flood hazards, and Section 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) regarding purchase of flood insurance, and the National Historic Preservation Act of 1966 (16 USC 470) and implementing regulations (36 CFR 800.8).

☒ 6. CEQA

Consents to assume the role of either Lead Agency as defined by Section 21067 of the California Public Resources Code, or if another public agency is or will be designated Lead Agency, it consents to assume the role of Responsible Agency as defined by Section 21069 of the California Public Resources Code, in order to ensure compliance with CEQA.

☒ 7. Audit/Performance Findings

Has resolved any audit findings or performance problems for prior CDBG grants awarded by the State.

☒ 8. Growth Control

Certifies that there is no plan, ordinance, or other measure in effect which directly limits, by number, the building permits that may be issued for residential construction or the buildable lots which may be developed for residential purposes; or if such a plan, ordinance, or measure is in effect, it will either be rescinded before receiving funds, or it need not be rescinded because it:

- a. Imposes a moratorium on residential construction, to protect the health and safety, for a specified period of time which will end when the public health and safety is no longer jeopardized; or
- b. Creates agricultural preserves under Chapter 7 (commencing with Section 51200) of Part 2 of Division 1 of Title 5 of the Government Code; or

STATEMENT OF ASSURANCES (2010) - Forms

- c. Was adopted pursuant to a specific requirement of a State or multi-State board, agency, department, or commission; or
- d. The applicant has an adopted housing element which the Department has found to be in compliance, unless a final order has been used by a court in which the court determined that it is not in compliance with Article 10.6 of Chapter 3 of Division 1 of Title 7 of the Government Code; or
- e. The use of the funds applied for in this application is restricted for housing for the targeted income group.

☒ 9. Uniform Administrative Requirements
Will comply with the regulations, policies, guidelines, and requirements of OMB Circular Numbers A-87, A-133, A-122, and 24 CFR Part 85, where appropriate, and the State CDBG regulations.

☒ 10. Nondiscrimination
Shall comply with the following regarding nondiscrimination:

- a. Title VI of the Civil Rights Act of 1964 (Public Law 88-352).
- b. Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) as amended; and will administer all programs and activities related to housing and community development in a manner affirmatively furthering fair housing.
- c. Section 109 of the Housing and Community Development Act of 1974, as amended.
- d. Section 3 of the Housing and Urban Development Act of 1968, as amended.
- e. Executive Order 11246, as amended by Executive Orders 11375 and 12086.
- f. Executive Order 11063, as amended by Executive Order 12259.
- g. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), as amended, and implementing regulations.
- h. The Age Discrimination Act of 1975 (Public Law 94-135).
- i. The prospective contractor's signature affixed hereon and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the bidder has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

STATEMENT OF ASSURANCES (2010) - Forms

- ☒ 11. Anti-Displacement/Relocation
Will comply with the Federal Relocation Act (42 U.S.C. 4601 et seq.) and certifies that it will follow the state's residential anti-displacement and relocation plan located in Appendix L of the State's 2005-2010 Consolidated Plan. The Plan can be found at:
<http://www.hcd.ca.gov/hpd/hrc/rep/fed/conplan05-10final.pdf>.
- ☒ 12. Labor Standards
Will comply with the following regarding labor standards:
- Section 110 of the Housing and Community Development Act of 1974, as amended.
 - Section 1720 et seq. of the California Labor Code regarding public works labor standards.
 - Davis-Bacon Act as amended (40 USC. 276a) regarding prevailing wage rates.
 - Contract Work Hours and Safety Standards Act (40 USC 3702) regarding overtime compensation.
 - Anti-Kickback Act of 1934 (41 USC 51-58) prohibiting "kickbacks" of wages in federally assisted construction activities.
- ☒ 13. Architectural Barriers
Will comply with the Architectural Barriers Act of 1968 (42 USC 4151-4157) and implementing regulations (24 CFR Part 40-41).
- ☒ 14. Conflict of Interest
Will enforce standards for conflicts of interest which govern the performance of their officers, employees, or agents engaged in the award and administration, in whole or in part, of State CDBG grant funds (Section 7126 of the State regulations).
- ☒ 15. Limitations on Political Activities
Will comply with the Hatch Act (5 USC 1501 et seq.) regarding political activity of employees.
- ☒ 16. Lead-Base Paint
Will comply with the Lead-Based Paint Regulations (24 CFR Part 35) which prohibits the use of lead-based paint on projects funded by the program.
- ☒ 17. Debarred Contractors
The applicant or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal assistance programs, in any proposal submitted in connection with the CDBG program, per the Excluded Party List System (www.epls.gov). In addition, the applicant will not award contracts to or otherwise engage the services of any contractor while that contractor (or its

STATEMENT OF ASSURANCES (2010) - Forms

principals) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction, in any proposal submitted in connection with the CDBG program under the provisions of 24 CFR part 24.

- ☒ 18. Inspection of Grant Activities
Will give HUD, the Comptroller General, the State Department of Housing and Community Development, or any of their authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.
- ☒ 19. Cost Recovery
Will not attempt to recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by targeted income persons unless:
- a. CDBG funds are used to pay the proportion of such assessment that relates to non-CDBG funding; or
 - b. For the purposes of assessing properties owned and occupied by targeted income persons who are not of the lowest targeted income group, it does not have sufficient CDBG funds to comply with the provisions of "a" above.
- ☒ 20. Procurement
Will follow the federal procurement policies per 24 CFR Sec. 85.36
- ☒ 21. Excessive Force
Will adopt and enforce policies:
- a. Prohibiting the use of excessive force by its law enforcement agencies against individuals engaged in non-violent civil rights demonstrations; and
 - b. Enforcing applicable State and local law against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.
- ☒ 22. Compliance with Laws. The jurisdiction will comply with applicable laws.

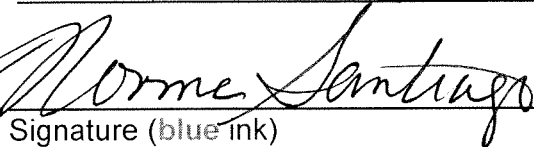
The Certification is made under penalty of perjury under the laws of the State of California.

NAME OF CERTIFYING OFFICIAL:

Norma Santiago (print/type)

CHIEF ADMINISTRATIVE EXECUTIVE:

Chairman, El Dorado County Board of Supervisors (enter exact title of person signing)


Signature (blue ink)

Norma Santiago

Chair EDC Board of Supervisors

6-15-10
ATTEST: SUZANNE ALLEN de SANCHEZ,
Clerk of the Board of Supervisors

6/15/2010
Date certified


DEPUTY

12-0045.B.77 25

OMB CIRCULAR A-133 - Forms

OMB CIRCULAR A-133

Office of Management and Budget (OMB) Circular A-133 is used pursuant to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. It sets forth the standards for obtaining consistency and uniformity among Federal agencies for the audit of states, local governments, and non-profit organizations expending Federal awards. Cities and counties not exempted from the requirements of OMB Circular A-133 must submit their audits to the State Controller. Non-profit organizations not exempted must submit their audits to the California Department of Housing and Community Development.

Pursuant to the requirements of OMB Circular A-133, please check the appropriate statement and certify at the bottom of the page:



The County of El Dorado (name of entity) has expended more than \$500,000 in Federal funds in fiscal year 2008/2009 and is required to conduct a single audit or program specific audit for this year in accordance with the provisions of OMB Circular A-133:



The audit has been completed and has been submitted to the appropriate control agency. (Proof of submittal must be submitted with this form and the application.) See page 27



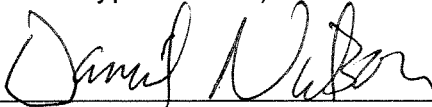
The audit has not been completed. It is anticipated that the audit will be completed and submitted to the appropriate control agency by: _____ (date). (Upon completion of audit, proof of submittal must be submitted to CDBG in order to be eligible to access CDBG funding, if awarded.)



The _____ (name of entity) has expended less than \$500,000 in federal funds in fiscal year 2008/2009 and is exempt from the requirements of OMB Circular A-133. Non-Federal entities that expend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and the General Accounting Office. (Submit proof of this statement, such as proof of sending the exemption letter to SCO, with this form and the application)

I certify on behalf of the County of El Dorado (name of entity) that the above is a true and accurate statement.

Daniel Nielson
(Printed/Typed Name)


(Signature) (blue ink)

Director Human Services
(Title)

6/16/10
(Date signed)



JOHN CHIANG
California State Controller

May 19, 2010

Auditor-Controller
County of El Dorado
360 Fair Lane
Placerville, CA 95667

AUDITOR-CONTROLLER
10 MAY 21 AM 11:36

Re: 2008-09 Fiscal Year Single Audit Report Certification and Audit Finding Resolution

We completed a desk review of your single audit report for the year ended June 30, 2009. We determined that the report meets the requirements of the United States Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, prescribes the audit and reporting standards for state and local governments that expand federal awards.

OMB Circular A-133 requires federal and state funding agencies to resolve any audit findings cited in the report that may affect federal award programs. The attachment to this letter identifies those findings that require resolution. The findings are referenced by enclosure and page number.

OMB Circular A-133 also requires pass-through state agencies to follow up on the resolution of findings that affect federal programs administered by these agencies. The state agency referenced in the attachment will be in contact to follow up on the resolution of the applicable findings.

The State Controller's Office is responsible for resolving most cross-cutting findings or audit leads. A cross-cutting finding is one that affects the programs of more than one agency. If cross-cutting findings are identified in your report, our office will contact you. An audit lead is a specific issue identified in your report that may require additional investigation by federal or state agencies. Federal or state agencies may ask you to provide additional information related to the audit lead.

Your audit report may also contain general internal control findings not referenced in the attachment to this letter. These findings do not appear to affect the federal award programs. Therefore, we have not identified them for resolution action; however, you should ensure that your audit report for the 2009-10 fiscal year addresses the resolution of these findings.

MAILING ADDRESS P.O. Box 942850, Sacramento, CA 94250-5874
SACRAMENTO 300 Capitol Mall, Suite 518, Sacramento, CA 95814 (916) 324-8907
LOS ANGELES 600 Corporate Pointe, Suite 1000, Culver City, CA 90230 (310) 342-5656

Auditor-Controller
May 19, 2010
Page 2

Your audit satisfies all financial and compliance audit requirements under individual federal award programs. This does not preclude state and federal agencies from making any additional audits that are necessary to carry out their responsibilities under federal laws and regulations. State and federal agencies may contact you to arrange for additional audits.

If you have any questions regarding this letter or any other single audit issue, please contact a member of my Single Audits staff by telephone at (916) 324-6442 or by email at singleaudits@sco.ca.gov.

Sincerely,



CASANDRA MOORE-HUDNALL, Chief
Financial Audits Bureau
Division of Audits

Attachment

cc: State Funding Agencies
Bartig, Basler & Ray

ATTACHMENT
AUDIT REPORT FINDING(S)--STATE AGENCIES

County of El Dorado
2008-09 Fiscal Year

<i>Program Name</i>	<i>CFDA #</i>	<i>Finding #</i>	<i>Page #</i>	<i>Enc. #</i>
No Findings Noted				

Mountain Democrat
PROOF OF PUBLICATION
(2015.5 C.C.P.)

PROOF OF PUBLICATION

NOTICE OF PUBLIC HEARING

STATE OF CALIFORNIA
County of El Dorado

I am a citizen of the United States and a resident of the County aforesaid; I'm over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am principal clerk of the printer at the Mountain Democrat, 1360 Broadway, a newspaper of general circulation, printed and published Monday, Wednesday & Friday, in the City of Placerville, County of El Dorado, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court to the County of El Dorado, State of California, under the date of March 7, 1952, Case Number 7258; that the notice, of which the annexed is a printed copy (set in type no smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

7/17/09

All in the year 2009

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Placerville, California, this
day of **JULY 17, 2009**


Signature

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the El Dorado County Department of Human Services, Housing Programs, will conduct a public hearing at 10:00 a.m. on Tuesday, July 28, 2009 at 937 Spring Street, Room 46, Placerville, to discuss the Fiscal Year 2008/09 Community and Economic Development Block Grant (CDBG/EDBG) Program outcomes and solicit citizen input relative to grant applications that may be submitted by El Dorado County in Fiscal Year 2009/10.

The Department of Human Services will report out on the fiscal year 2008/09 Annual Grantee Performance Reports for the following grants and programs: EDBG 06-EDBG-2767 Microenterprise and Business Assistance, CDBG 05-STBG-1407 Housing Rehabilitation/Housing Acquisition, CDBG 08-STBG-4982 Shelter Grant, along with the Housing Rehabilitation, Housing Acquisition and Economic Development Revolving Loan Funds.

Maximum award limits for each Fiscal Year 2009/10 CDBG allocation are specified in the Notice of Funding Availability (NOFA). The Department of Human Services, on behalf of the County of El Dorado, anticipates applying for the maximum grant amounts as stated in each NOFA for the General, Colonias, Native American and Economic Development Components as well as the maximum grant amounts for the General and Economic Development Planning and Technical Assistance Components.

The dollar amount of General, Colonias, and Native American allocation funds available varies each year, and a grant from these allocations does not count toward any yearly caps under the Economic Development and Planning and Technical Assistance allocations of the CDBG Program.

The major activity categories are Housing-New Construction, Housing-Acquisition, Housing Rehabilitation, Public Facilities, Public Services, Public Improvements, and Planning (for Colonias only) Activities. Projects funded with CDBG General, Native American, and/or Colonias Allocations must meet the National Objective of Benefit to Targeted Income Group (TIG) persons. The Economic Development Allocation can meet any of the three National Objectives, Benefit to Targeted Income Group (TIG) person, elimination of slums and blight, and meeting urgent community development needs.

The purpose of the public hearing will be to give citizens an opportunity to ask questions and make their comments known. Ideas, comments, discussion, recommendations are invited concerning ongoing grant activities and preparation of a CDBG application. Written and/or oral public comment is invited on any aspect of the grants and programs.

If you are unable to attend the public hearing, you may direct written comments to the County of El Dorado, Human Services Department, 937 Spring Street, Placerville, CA 95667, Attn: Housing Programs or you may telephone 530-621-6300. In addition, information may be obtained at the above address between the hours of 8:00 a.m. and 5:00 p.m. on weekdays.

If you plan on attending the public hearing and need a special accommodation because of a sensory or mobility impairment/disability, or have a need for an interpreter, please contact 530-621-6300 to arrange for those accommodations to be made.

El Dorado County and the State assure equal housing and employment opportunities to all without regard to race, color, religion, sex, age, handicap, sexual preference, marital status, or national origin. The above location is fully accessible to mobility-impaired individuals.

07/17

02526385

Mountain Democrat

PROOF OF PUBLICATION
(2015.5 C.C.P.)

Proof of Publication of

NOTICE OF PUBLIC HEARING

STATE OF CALIFORNIA
County of El Dorado

I am a citizen of the United States and a resident of the County aforesaid; I'm over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am principal clerk of the printer at the Mountain Democrat, 1360 Broadway, a newspaper of general circulation, printed and published Monday, Wednesday, and Friday, in the City of Placerville, County of El Dorado, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court to the County of El Dorado, State of California, under the date of March 7, 1952, Case Number 7258; that the notice, of which the annexed is a printed copy (set in type no smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

05/28

All in the year 2010

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Placerville, California, this 28th day of **May, 2010**

Sally Shens
Signature

Notice of Public Hearing for Discussion of Possible State CDBG Applications

NOTICE IS HEREBY GIVEN that a public hearing will be held on Monday, June 14, 2010 at 3:00 p.m., by the County of El Dorado, at 2850 Fairlane Court, Bldg. C, Placerville, CA, 95667 in the Planning Commission Conference Room in order to discuss possible applications for funding under the Fiscal Year 2010/11 State Community Development Block Grant (CDBG) Program and to solicit citizen input on possible activities to be included in these applications.

The General and Economic Development Allocations of the State CDBG program publish Notices of Funding Availability (NOFAs) each program year (July 1 to June 30). Eligible cities and counties may submit applications for CDBG funds under these NOFAs. The maximum amount of funding available is described in the NOFA. Typically, up to \$800,000 is available under the General Allocation NOFA each year. Typically, up to \$500,000 is available under the Economic Development Enterprise Allocation each year. Also, the Economic Development Over-the-Counter Allocation can award up to \$2,500,000 per year. Each year Planning and Technical Assistance Grants up to \$70,000 under the General Component and \$70,000 from the Economic Development Component are awarded on a "first come first served basis". The Department issues two small NOFAs each year under the Native American and Colonia's Allocations. The Native American Allocation is only for areas where concentrations of low income Native Americans live, who are not part of a federally recognized Indian tribe or Rancheria. The Colonia's funding is only for designated communities within 150 miles of the United States - Mexico border. Eligible activities under the above allocations and NOFAs consist of: housing - new construction projects; housing acquisition and housing rehabilitation programs; community facility and public work projects; public service programs and planning studies. Economic development programs and projects are also eligible along with planning activities. Eligible activities paid for with State CDBG funds must meet one or more of the three national objectives listed in CDBG federal statutes as follows: benefit to low income households or persons; elimination of slums and blight; or meeting urgent community development need (a need from a state or federally declared disaster).

The County of El Dorado anticipates submitting applications under one or more of the State CDBG NOFAs published during the next program year. Applications are anticipated under the General and Economic Development Components as well as the Planning and Technical Assistance Components. A separate public hearing will be held to discuss and approve each proposed application prior to submittal to the State.

The purpose of this public hearing will be to give citizens an opportunity to make their comments known regarding what types of eligible activities the County should be applying for under the State CDBG program. If you are unable to attend the public hearing, you may direct written comments to the County of El Dorado, HCED Programs, 2850 Fairlane Court, Bldg. C, Placerville, CA 95667, or you may telephone (530) 621-5347. In addition, information is available for review at the above address between the hours of 8:00 a.m. and 4:00 p.m. on weekdays.

If you plan on attending the public hearing and need a special accommodation because of a sensory or mobility impairment/disability, or have a need for an interpreter, please contact C.J. Freeland at (530) 621-5347 to arrange for those accommodations to be made. Notification 48 hours prior to the meeting will enable the County to make reasonable accommodations to assure accessibility at the meeting.

The County promotes fair housing and makes all its programs available to low and moderate income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.

05/28

02530082

Mountain Democrat

PROOF OF PUBLICATION
(2015.5 C.C.P.)

Proof of Publication of

NOTICE OF PUBLIC HEARING

STATE OF CALIFORNIA
County of El Dorado

I am a citizen of the United States and a resident of the County aforesaid; I'm over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am principal clerk of the printer at the Mountain Democrat, 1360 Broadway, a newspaper of general circulation, printed and published Monday, Wednesday, and Friday, in the City of Placerville, County of El Dorado, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court to the County of El Dorado, State of California, under the date of March 7, 1952, Case Number 7258; that the notice, of which the annexed is a printed copy (set in type no smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

05/28

All in the year 2010

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Placerville, California, this 28th
day of **May, 2010**

Sally M. Hens
Signature

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the County of El Dorado will conduct a public hearing by the County Board of Supervisors on Tuesday, June 15, 2010, at 2:00 p.m. at the Board of Supervisors meeting room, 330 Fair Lane, Placerville, CA to discuss the Fiscal Year 2010-11 Community Development Block Grant (CDBG) General Allocation application and to solicit citizen input.

The Human Services Department on behalf of the County of El Dorado is applying for a grant amount of up to \$800,000.00 under the General Allocation for a Housing Rehabilitation and Public Improvement to be performed within the unincorporated area of the County.

The purpose of the public hearing is to provide citizens an opportunity to comment on the proposed activity(ies). If you are unable to attend the public hearing, you may direct written comments to: El Dorado County, Department of Human Services, 3057 Briw Rd, Placerville, CA 95667, Attn: Cynthia Wallington, by 5:00 p.m. Monday, June 14, 2010. In addition, a public information file is available for review at the above address between the hours of 8:00 a.m. and 5:00 p.m. on weekdays.

If you plan on attending the public hearing and need a special accommodation because of a sensory or mobility impairment/disability, or have a need for an interpreter, please contact CJ Freeland at (530) 621-5347 to arrange for those accommodations to be made. Notification 24 hours prior to the meeting will enable the County to make reasonable accommodations to assure accessibility at the meeting.

The County of El Dorado promotes fair housing and makes all programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status, or disability.

05/28

02530067



RESOLUTION NO. 075-2010

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO APPROVING A 2010/2011 APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE GENERAL/COLONIAS ALLOCATION OF THE STATE CDBG PROGRAM

WHEREAS The California Department of Housing and Community Development (the "Department") has announced the availability of Community Development Block Grant (CDBG) funds under the General and Colonias Allocations and is authorized to make these funds available to jurisdictions, and

WHEREAS On April 15, 2010 the Department issued a Notice of Funding Availability announcing the availability of funds under the CDBG Program (the "NOFA"), and

WHEREAS In response to the 2010 NOFA, the County of El Dorado (the "Applicant"), will submit an application for an allocation of CDBG funds up to the maximum amount available to support affordable housing programs and community development programs for low income households, and

WHEREAS A goal of the El Dorado County General Plan Housing Element is to apply for funds in support of housing rehabilitation programs for low income households

THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of El Dorado as follows:

SECTION 1:

The County of El Dorado Board of Supervisors has reviewed and hereby approves an application for up to \$800,000.00 for the following activities:

General Program Administration	\$ 60,000.00
Housing Rehabilitation	\$215,000.00
Public Improvements In Support of Housing New Construction	\$525,000.00

SECTION 2:

The County has determined that federal Citizen Participation requirements were met during the development of this application.

SECTION 3:

The County hereby approves the use of Local Leverage Funding Sources in the amount of \$7,500 to be used as the County's leverage for this application.

In-Kind Staff – General Administration	\$ 500
In-Kind Staff – Activity Delivery/Housing Rehabilitation	\$ 2,500
In-Kind Staff – Activity Delivery/Public Improvements	\$ 4,500

SECTION 4:

The Chairman of the Board of Supervisors is hereby authorized to act on behalf of the County in signing the Statement of Assurances, and the Director of Human Services, or successor, is hereby authorized and directed to sign this application and act on the County's behalf in all matters pertaining to this application.

SECTION 5:

If the application is approved, the Director of Human Services, or successor, is authorized to enter into and sign the grant agreement, and any subsequent amendments that do not affect the dollar amount or the term, with the State of California for the purposes of this grant, contingent upon approval by County Counsel and Risk Management.

SECTION 6:

If the application is approved, the Director of Human Services, or successor, is authorized to sign Fund Requests and other required documents and reporting forms required for administration of the grant.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 15 day of June, 2010, by the following vote of said Board:

Attest:

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

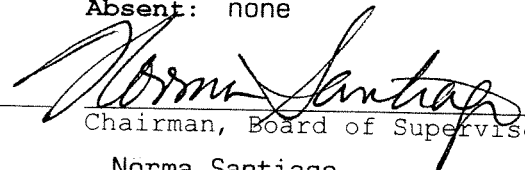
Ayes: Nutting, Santiago, Knight, Sweeney, Briggs

Noes: none

Absent: none

By: 

Deputy Clerk


Chairman, Board of Supervisors

Norma Santiago

I CERTIFY THAT:

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DATE: 6-17-10

Attest: SUZANNE ALLEN DE SANCHEZ, Clerk of the Board of Supervisors of the County of El Dorado, State of California.

By: 

**HUD ENVIRONMENTAL FORM FOR STATUTES AND REGULATIONS AT
24 CFR 58.6 - Forms**



U.S. Department of Housing and Urban Development
Pacific/Hawaii Office
450 Golden Gate Avenue
San Francisco, California 94102-3448

CDBG Grantee: County of El Dorado

The environmental level of review for:

GENERAL ADMINISTRATIVE ACTIVITY is:

☒ Exempt (24 CFR Part 58.34)

Daniel Nielson

(Print or type name)

Director Human Services

(Print or type title)

A handwritten signature in black ink that reads "Daniel Nielson".

Certifying Officer Signature

6/16/2010

Date Certified

HUD ENVIRONMENTAL FORM FOR STATUTES AND REGULATIONS AT 24 CFR 58.6 - Forms



U.S. Department of Housing and Urban Development
Pacific/Hawaii Office
450 Golden Gate Avenue
San Francisco, California 94102-3448

ACTIVITY DESCRIPTION: GENERAL ADMINISTRATIVE ACTIVITIES

Level of Environmental Review Determination (per EFF): Exempt

(Exempt per 24 CFR 58.34, Categorically excluded not subject to statutes per § 58.35(b), Categorically excluded subject to statutes per § 58.35(a), Environmental Assessment per § 58.36, or EIS per 40 CFR 1500)

STATUTES and REGULATIONS listed at 24 CFR 58.6

FLOOD DISASTER PROTECTION ACT

1. Does the project involve acquisition, construction or rehabilitation of structures located in a FEMA identified Special Flood Hazard?
☒ No Cite Source Document: Exempt General Admin Activities will not impact 100 year flood zones. (This factor is completed; go to next factor).
☐ Yes Source Document: _____
2. Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?
☐ Yes Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be kept on file.
☐ No Federal assistance may not be used in the Special Flood Hazards Area.

COASTAL BARRIERS RESOURCES ACT

1. Is the project located in a coastal barrier resource area?
☒ No Cite Source Documentation: There are no Coastal Barrier Resources on West Coast of United States. (This factor is completed; go to next factor).
☐ Yes Federal assistance may not be used in such an area.

AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES DISCLOSURES

1. Does the project involve the sale or acquisition of existing property within a Civil Airport's Runway Clear Zone or a Military Installation's Clear Zone?
☒ No Activity does not involve acquisition or sale of property. Project complies with 24 CFR 51.303(a)(3). **(This factor is completed)**
☐ Yes **Disclosure statement must be provided** to buyer and a copy of the signed disclosure must be maintained in this Environmental Review Record.

Preparer Signature

Certifying Officer Signature

Shawna Purvines
Print Name

6/16/10
Date Certified

Daniel Nielson
Print Name

6/16/10
Date Certified

GRANT ADMINISTRATIVE CAPACITY - Forms

A. Did the applicant have any CDBG General, Native American, or Colonias grants experience for the years 2006, 2007, 2008, or 2009? **(Do not include PTA grants)**

☒ **Yes.** Identify which CDBG Allocation(s) and the applicable funding year(s).

☒ **General** Allocation. Funding Year(s): 2008

Grant #'s: 08-STBG-4982

☐ **Colonias** Allocation. Funding Year(s): _____

Grant #'s: _____

☐ **Native American** Allocation. Funding Year(s): _____

Grant #'s: _____

☐ **No.** Have not had any CDBG grants in 2006-2009.

B. If funded from this application, how will this grant be administered? Who will carry out the grant's General Administrative activities?

☒ In-house staff only. (***Attach resumes and duty statements of staff that will be performing the work.***)

☒ Supporting documentation on page(s): 38

☐ Subrecipient Agreement:

☐ Draft ☐ Executed. Term of the Agreement: _____

☐ Other: _____

☐ Supporting documentation on page(s): _____

☐ Procured administrator(s) per 24 CFR 85.36 and the GMM Chapter 8.

☐ Per Small Purchase Authority

☐ By Competitive Proposal

☐ By Non-Competitive/Sole-Source

• Department approval documentation, pages: _____

☐ Term of the agreement: _____

☐ Supporting documentation on page(s): _____

☐ Some combination of the above. Describe: _____

☐ Supporting documentation on page(s): _____

NOTE: Full points under this section will be awarded only for answering both questions and including supporting documentation, as noted in the NOFA and in Application instructions.

El Dorado County Housing, Community & Economic Development

Staff Duty Statements

The following is a statement of the El Dorado County staff's roles and responsibilities for the administration of Housing, Community and Economic Development Grant programs.

Quick Reference List

Staff Member

Responsibilities

Daniel Nielson
Director of Human Services

- * Overall grant management & monitoring
- * General administration

Cynthia Wallington
Program Manager II

- * Assist Director with grant management
- * Overall staff supervision
- * Dispute resolution management
- * Application review and approval of loan commitment recommendations to Loan Review Committee
- * Grant performance
- * Environmental review
- * Default and foreclosure procedures
- * Program marketing

Lynda Webb
Chief Financial Officer

- * Budget and financial recordkeeping
- * Payment disbursement
- * Grant audit

Sharon Guth
Department Analyst

- * Fiscal reporting
- * Financial recordkeeping
- * Preparation of quarterly and annual reports
- * Other reporting required of County related to CDBG program.
- * Loan payment set up and portfolio mngt.
- * Clearing of grant conditions
- * Labor Standards/Davis-Bacon compliance

Yvette Wencke
Administrative Technician

- * Performance reporting
- * Processing of disbursement requests
- * Application intake and screening
- * Loan packaging and underwriting
- * Maintenance of grant and applicant files
- * Staff to Loan Review Committee
- * Program marketing
- * Labor Standards/Davis-Bacon compliance

Cynthia Freeland
Administrative Technician

- * Application intake and screening
- * Loan packaging and underwriting
- * Processing of disbursement requests

- * Maintenance of grant and applicant files
- * Rehabilitation environmental review
- * Staff to Loan Review Committee
- * Program marketing
- * Labor Standards/Davis-Bacon compliance

Jim Vieira
Senior Building Inspector

- * Inspections
- * Work write-ups
- * Construction monitoring

Qualifications:

Daniel Nielson, M.P.A., Director of Human Services, is responsible for overall grant management and supervision of the Human Services staff work. He will supervise the monitoring of grant performance. Mr. Nielson will review all financial and performance reports, and other documents relating to the grant. Mr. Nielson will coordinate HCD's monitoring of the county's grant performance.

Mr. Nielson's resume is attached.

Cynthia Wallington, Program Manager II, is responsible for assisting the Director in overall grant management and supervision of the CDBG Program. Ms. Wallington is responsible for managing the everyday tasks related to CDBG activities along with performance reports and other documents relating to the grant. Ms. Wallington is responsible for monitoring of grant performance.

Ms. Wallington's resume is attached.

Lynda Webb, as Chief Financial Officer, is responsible for oversight of the budget and financial recordkeeping, including the review and approval of monthly cash reports, semi-annual Financial and Accomplishment Reports and Annual Grantee Performance reports. She will provide oversight of grant expenditures and coordinate the annual audits of same. Ms. Webb is also responsible for overseeing the County's Revolving Loan portfolio.

Resume: Ms. Webb was Senior Accountant for Human Services (formerly Community Services) between 1989 and 2004 when she was promoted to Chief Financial Officer overseeing all social services programs. In her position she has managed the financial recordkeeping and auditing for various state and federal grants, including CDBG/EDBG/HOME grants. Prior to working for El Dorado County, Ms. Webb was a controller for Checkmate Management, Inc., where she managed the financial operations of fifteen companies.

Sharon Guth, as Department Analyst, is responsible for the daily management of grant programs and revolving loan fund activities. Ms. Guth is responsible for monitoring of program loan portfolios. Ms. Guth is responsible for monitoring the progress of the construction through completion of each project. Ms. Guth is responsible for general

implementation of new grants and Labor Standards/Davis-Bacon compliance. Her related background includes experience in accounting and construction.

Ms. Guth's resume is attached.

Yvette Wencke, Administrative Technician, is responsible for the daily program activities and activity delivery, including monitoring the progress of the rehabilitation through completion of each project, lead-based paint visual inspections, loan processing and underwriting of rehabilitation loans. Ms. Wencke is responsible for grant performance reporting and Labor Standards/Davis-Bacon compliance. Her related background includes business administration and accounting.

Ms. Wencke's resume is attached.

Cynthia Freeland, Administrative Technician, is responsible for the daily program activities and activity delivery, including monitoring the progress of the rehabilitation through completion of each project, lead-based paint visual inspections, loan processing and underwriting of rehabilitation loans and Labor Standards/Davis-Bacon compliance. Ms. Freeland's related background includes advertising and marketing.

Mrs. Freeland's resume is attached.

Jim Vieira, Senior Building Inspector, is responsible for initial inspections of the housing rehabilitation and acquisition program, compliance and work write-ups.

Resume: Mr. Vieira has been a building inspector for El Dorado County for over 10 years and has conducted inspections and completed work write-ups for the Housing Community and Economic Development Program since 2009. His experience as a licensed general contractor started in 1967. He currently holds certification in the following areas: building inspector, mechanical inspector, plumbing inspector, electrical inspector, plans examiner, and combination inspector (commercial/residential).

DANIEL L. B. NIELSON

530-642-7275 (w)

EDUCATION

Master of Public Administration

Advanced Public Management
University of Utah

December 2004

Graduate Certificate in Public Administration

Personnel Administration
University of Utah

March 1990

Management Certificate

University of Utah

March 1987

B.S. Sociology

University of Utah

June 1984

B.S. Family and Consumer Studies

University of Utah

June 1984

EMPLOYMENT

EL DORADO COUNTY DEPARTMENT OF HUMAN SERVICES **July 2009 to present**

Director.

MERCED COUNTY HUMAN SERVICES AGENCY **October 2006** **to July 2009**

Deputy Director.

COMMUNITY HEALTH CENTERS **November 2002 to September** **2006**

December 2004 to September 2006: **Project Director.**

November 2002 to December 2004: **Case Management Supervisor.**

COUNTY OF SANTA CLARA **August 1999 to August 2002**

July 2001 to August 2002: **Prevention Program Analyst II.**

May 2001 to July 2001: **Social Work Supervisor.**

October 2000 to May 2001: **Social Work Supervisor.**

August 2000 to October 2000: **Social Work Coordinator II.**

July 2000 to August 2000: **Social Work Coordinator I.**

August 1999 to July 2000: **Social Worker II.**

SALT LAKE LEGAL DEFENDER ASSOCIATION May 1995 to August 1999

May 1995 to August 1999: **Social Services Coordinator/Mitigation Coordinator.**

**STATE OF UTAH, DEPARTMENT OF CORRECTIONS
November 1989 to May 1995**

November 1994 to May 1995: **Staff Supervisor**, Bonneville Community Correctional Center.

June 1992 to November 1994: **Adult Probation and Parole Officer**, Region III.

January 1992 to June 1992: **Licensed Social Service Worker**, Utah State Prison.

September 1990 to March 1991: **Adult Probation and Parole Officer**, Region II-D.

November 1989 to September 1990: **Licensed Social Service Worker**, Utah State Prison.

ST. MARY'S HOME April 1988 to November 1989

April 1988 to November 1989: **Program Director**, Transitional Housing Program.

**HOUSING AUTHORITY OF THE COUNTY OF SALT LAKE
August 1985 to April 1988**

June 1987 to April 1988: **Self Sufficiency Coordinator.**

August 1985 to June 1987: **Eligibility and Occupancy Specialist.**

**LICENSE/
CERTIFICATION**

Licensed Social Service Worker 1989-2010
Utah # 135416-3503

MEMBERSHIPS

Pi Alpha Alpha (National Honor Society for Public Affairs and Administration)

Pi Sigma Alpha (National Political Science Honor Society)

American Public Human Services Association

National Association of Public Child Welfare Administrators

National Association of Counsel for Children

American Society for Public Administration

American Political Science Association

CYNTHIA H. WALLINGTON

EMPLOYMENT

EL DORADO COUNTY DEPARTMENT OF HUMAN SERVICES **October 1995 to present:**

September 2008 to present: **Program Manager II**

Administer human services programs including: Housing, Community and Economic Development, Public Housing Authority, Employment Services, Workforce Investment Act, CalWORKs, Food Stamps, Medi-Cal, and General Assistance.

August 2007 to September 2008: **Program Manager I**

Administer human services programs including: Food Stamps, Medi-Cal, and General Assistance.

September 2004 to September 2007: **Staff Services Analyst**

Provide analytical support to management for social services programs including: Child Protective Services, CalWORKs, Food Stamps, Medi-Cal, and General Assistance.

December 2001 to September 2004: **System Support Analyst**

Provide eligibility system support to staff.

July 2000 to December 2001: **Eligibility Worker III**

Quality Assurance/Trainer: Conduct Quality Assurance reviews of social services program casework. Provide induction and ongoing social services program and system training to social services staff.

October 1995 to July 2000: **Eligibility Worker II**

Determine eligibility for social services programs, including: CalWORKs, Food Stamps, Medi-Cal, and General Assistance.

LAKE COUNTY DEPARTMENT OF SOCIAL SERVICES **April 1994 to October 1995:**

Eligibility Worker I/II

Determine eligibility for social services programs, including: Aid to Families with Dependent Children (AFDC), Food Stamps, Medi-Cal, and General Assistance.

EDUCATION

Bachelor of Arts

Geography

California State University, Chico

May 1993

WORK HISTORY

County of El Dorado, Dept. of Human Services, Housing, Community & Economic Development Programs

Department Analyst I - March 2005 to September 2009

Staff Services Analyst II - September 2009 to current

- Work in coordination with staff to administer housing, community and economic development grant programs such as the First-Time Homebuyer, Housing Rehabilitation, and Economic Development loan programs to ensure grant objectives and requirements are met. Grant activities include the completion of the set up conditions at the beginning of the grant, expenditure of grant funds during the term to meet grant milestones and provide benefit to the community, maintain compliance with the Standard Agreement, and participate in monitoring at the closeout of the grant.
- Develop and monitor annual housing programs budget and provide ongoing budget projections to Program Manager and Chief Fiscal Officer. Work with Program Manager to determine minimum staffing levels necessary to meet program activity needs.
- Complete and submit fiscal reports and State-mandated grant reports to ensure programs are within budget and cash flow is maintained in accordance with expenditure levels.
- Completion of monthly and annual online report submittals to the Federal Department of Housing and Urban Development to maintain Housing Choice Voucher program compliance and to ensure that funding opportunities for the program are maximized. Reports include weekly submittal of participant files, monthly Voucher Management System submittal of program expenditures, and annual financial statement submittal for the fiscal year end.
- Audit Housing Choice Voucher Family Self-Sufficiency client files for ongoing eligibility and caseworker accuracy.
- Assist in the preparation and submittal of applications for State and Federal housing, community and economic development grants to continue to grow ongoing programs, establish new programs and enable new affordable housing project development.
- Prepare and submit Board of Supervisors agenda items and County Counsel requests.
- Develop Request for Proposals to ensure that the scope of work meets the anticipated needs of the program and complies with related State and Federal regulations. Rate and rank the responses directly following the RFP and complete the contract with the selected service provider or consultant per County established contracting processes.
- General Plan Housing Element measure implementation activities.
- Conduct on-site monitoring and desk reviews for affordable housing developments to ensure ongoing regulatory compliance relative to grant funding.

Acting Administrative Technician - September 2004 to March 2005

- Administered grant programs for first-time homebuyers and housing rehabilitation loans to ensure grant objectives were achieved.
- Worked with realtors, lenders, title companies, contractors and homeowners.
- Maintained program budgets for personnel and grant activities and provided budget projections to supervisor.
- Submitted required grant reports to State and Federal agencies.
- Assisted in the preparation of grant applications.
- Trained Fiscal Technician and reviewed fiscal reports for accuracy.

Fiscal Technician - February 2003 to September 2004

- Managed financial data for multiple Housing Programs.
- Processed and submitted to the Auditor's Office monthly housing assistance payments to landlords for Section 8 Rental Assistance Program.
- Completed monthly reconciliations for ten programs to ensure expenditures were within budget.
- Provide state and federal agencies with quarterly and annual financial reports.
- Established and managed escrow accounts for first-time homebuyer and housing rehabilitation loan programs.
- Assisted building contractors, realtors, lenders, landlords and clients with first-time homebuyer and housing rehabilitation loan process.

County of El Dorado County, Dept. of Child Support Services

Accounting Technician – Extra Help - April 2002 to February 2003

- Audited case files to determine balance owed by absent parent and updated data in new computer system.

12-0045.B.97

Track 'n Trail

Accounting Manager - October 1996 to October 2001

- Supervised a team of twelve Inventory Analysts.
- Developed and implemented training programs for field personnel.
- Coordinated and scheduled bi-annual all-store inventories and periodic counts for 200 retail stores utilizing an inventory counting service.
- Negotiated terms with inventory service to conduct store counts.
- Reported inventory variance results to upper management.
- Interviewed, hired and trained new employees.
- Reconciled petty cash, miscellaneous cash accounts, and store bank accounts.

Inventory Analyst - October 1993 to October 1996

- Tracked and processed shipping and receiving documents weekly for twenty retail stores.
- Trained store personnel on paperwork procedures.
- Reconciled and researched perpetual counts to physical counts for each store.
- Generated inventory results reports.

Assistant Buyer - June 1988 to October 1993

- Managed merchandising of men's sandals and western boots, women's sandal, socks and accessories.
- Maintained an open-to-buy purchasing budget.
- Developed sales and delivery budgets.
- Generated purchase orders.
- Met with vendor sales representatives to select new merchandise and negotiate prices and terms.
- Developed a line of private label merchandise.

Office Assistant, Accurate Tax Service

January 1988 – April 1988

Customer Account Processor, California Furniture Rental

June 1987 – October 1987

Data Entry Operator/Supervisor, ADP Autotrak

December 1984 – June 1987

EDUCATION

University of Phoenix

Bachelor of Science, Business Management, Anticipated completion August 2010

Folsom Lake College

Associate of Arts Degree, Business, December 2005

Associate of Arts Degree, Accounting, May 2006

Nan McKay & Associates - September 2003, September 2006

Section 8 Financial Management Training Certificate

National Development Council – January 2008

ED101 – Economic Development Finance

Training & Development Associates, Inc, 2008

Governmental Fund Accounting

ICF International – July 2008

Governmental Cost Accounting

ICF International – February 2009

HOME Program Compliance

SKILLS

Word, Excel, PowerPoint, Outlook, Lotus 1-2-3, Internet and Lotus Notes
County computer systems including FAMIS, Happy Software, and Legistar

YVETTE M. WENCKE

SKILLS AND ABILITIES

Over thirteen years performing fiscal and administrative duties for the County of El Dorado. A demonstrated record of achievement, hard work, and the ability to rapidly learn new technology and techniques; highly adaptable to change. Typing 70 wpm. 10-key by touch.

EDUCATION

University of Phoenix, Bachelors of Science, Business Administration 2010
Cosumnes River College, Associate in Arts, Business 2003

TRAINING, SEMINARS AND WORKSHOPS ATTENDED

- HOME Project Development Training, 2007
- National Conference on Ending Family Homelessness, 2007
- Davis-Bacon Prevailing Wage Training, 2009
- Economic Development – Underwriting and Restructuring in Today's Economic Climate Workshop, 2009
- Cost Accounting Clinic, 2008
- Fund Accounting Clinic, 2008

EXPERIENCE

El Dorado County Human Services **Administrative Technician** **12/09/06 – Date**

Supervisor: Joyce Aldrich, Shawna Purvines (530) 621-5362 or Cynthia Wallington (530) 642-7266

Duties have included: Housing, Community, and Economic Development Block Grant program and financial reporting, developing forms, community outreach, preparing Housing Rehabilitation Program loan packets, completing client income reviews and determinations, presentation of loan packets to loan board for approval, maintenance and reporting of client loans, loan amortization, fiscal account reconciliations, managing financial data for multiple housing programs, monitoring grant compliance, ordinance development and preparation, research and analysis, preparation of grant applications, policy and procedure development, affordable housing project monitoring, community surveys and statistical reporting, acting as chair/co-chair for ad hoc committees and meetings, coordinating community homeless counts and surveys, working with community organizations, strategic plan development, preparing Request for Proposals, preparing contracts and Memorandum of Understandings, preparing packets for submittal to the County Board of Supervisors, preparing public notices, project management administrative duties, and special projects as assigned or as required.

El Dorado County Human Services **Administrative Technician** **6/10/02 – 11/25/02**

Supervisor: Joyce Aldrich

Duties have included: Housing, Community, and Economic Development Block Grant program and financial reporting, developing forms, community outreach, preparing Housing Rehabilitation Program loan packets, reviewing applications, completing reference checks, correspondence, meeting with clients, title companies and contractors, presentation of loan packets to loan board for approval, maintenance and reporting of client loans, loan amortization, fiscal account reconciliations, managing financial data for multiple housing programs, and special projects as assigned.

El Dorado County Community Services **Fiscal Technician** **12/05/98 – 11/25/02**

Supervisor: Joyce Aldrich or Lynda Webb (530) 642-7279

Duties include State Grant reporting, WIC program monthly reporting and annual closeouts, Public Guardian and Linkages TCM Cost Reporting, CDBG financial reporting, labor, utility and space allocations, general ledger reconciliation, year end accruals, deferred revenue, amortizing and maintaining CDBG Housing Rehabilitation Revolving Loan funds, Journal Entries, reviewing and reconciling, auditing client accounts, developing spreadsheets and forms using Excel, Section 8 Housing year end closeout and budgeting, maintaining subsidiary ledgers, payroll, and special projects. Responsible for the overview and direction of Fiscal Assistants, employee review/evaluations, and assisting with interview process of Fiscal applicants.

El Dorado County Community Services

Senior Fiscal Assistant

1/31/98 – 12/04/98

Supervisor: Lynda Webb (530) 642-7279 and Janet Walker-Conroy (530) 642-7272

Responsible for maintenance of personal funds held by clients under Public Guardian conservatorship. Duties include cash reconciliation, Journal Entries, auditing client accounts and invoices, direct and review work of Fiscal Assistants, Deposit Permits, Claim Vouchers, Section 8 Housing Assistance Payments, CDBG financial reporting, State Grant Reporting, court accountings, coordination of client tax form completing and filing, and completing various state forms and applications, sitting on interview panels for potential new hires. Coordinated software upgrades with computer programmers.

El Dorado County Community Services

Fiscal Assistant II

5/24/97 – 1/31/98

Supervisor: Lynda Webb (530) 642-7279 and Janet Walker-Conroy (530) 642-7272

Responsible for maintenance of personal funds held by clients under Public Guardian conservatorship. Duties include cash receipt and disbursement reconciliations, data entry, preparation of daily deposits, completing various state forms and applications, journal transfers, auditing client invoices, and verifying medical insurance coverage and payments. Assisted in client database software conversion.

El Dorado County Probation Department

Fiscal Assistant I/II

3/23/92-5/23/97

Supervisor: Mary Pierce

Duties include Accounts Receivable, Juvenile Hall parental reimbursement billing, data entry, bank deposits, victim restitution, journal transfers, daily balancing, monthly reconciliation, Social Security Representative Payee claims, record keeping, financial evaluations, state grant reporting, FTB State Tax Intercept Program coordination and application, payroll, supplies, fixed asset inventory control, developing office forms, Accounts Payable, correspondence, and special projects. Assisted in conversion from manual to computerized accounting system.

PROFESSIONAL SUMMARY:

Extensive background in administration providing assistance to executive management and other staff in support of specialized programs to benefit the community. Highly successful in abilities related to creativity, organization and detail. Demonstrated ability to maintain cooperative working relationships with staff, the general public as well as State, Federal, corporate and out of agency personnel.

AREAS OF EFFECTIVENESS:

- | | | | |
|-------------|---------------|----------------|-------------|
| •Management | •Organization | •Communication | •Creativity |
| •Budget | •Planning | •Reporting | •Marketing |

COMPUTER SKILLS:

Microsoft Word, WordPerfect, Microsoft Excel, Microsoft PowerPoint, Microsoft Publisher, Microsoft Outlook, Eudora, Lotus Notes, Internet, and Data Base Programs (QSS, LMIS), typing 72+ words per minute

EDUCATION:

Teaching Credential Program, Chapman College
Bachelor of Arts Degree, Communications/Public Relations, CSU, Fullerton
Associate of Arts Degree, Sociology, Santa Ana Community College

TRAINING AND WORKSHOPS:

- HOME Affordable Housing Development, 2008 •Community Renewal Summit, 2008
- Advanced HOME and Rental Housing Compliance Training, 2009 • HOME Underwriting for California, 2009 • Labor Relations/Davis-Bacon Prevailing Wage Training, 2009 • Economic Development – Underwriting and Restructuring in Today's Economic Climate Workshop, 2009 • HOME for Rent: Developing Multifamily Housing, 2010

SELECTED ACCOMPLISHMENTS:

ADMINISTRATIVE: Extensive experience in key support of administrators in the coordination and execution of complex administrative duties including preparation, organization and performance of supportive responsibilities with state and federal grant programs under minimal supervision. Develop and implement procedural improvements to streamline delivery and accountability of programs. Act as liaison with other departments and community organizations on behalf of administrator.

GRANT MANAGEMENT: Responsible for Housing, Community, and Economic Development Block Grant program administration, developing procedures and forms, community outreach, preparing First Time Homebuyer Program, Housing Rehabilitation Program and Economic Development Program loan packets, reviewing applications, completing reference checks, correspondence, meeting with clients, title companies and contractors, presentation of loan packets to loan board for approval, ordinance development and preparation, research/analysis, assist with preparation of grant applications, policy, procedure and guideline development, community surveys and statistical reporting.

ORGANIZATION: Supervised and coordinated staff and suppliers for major projects while providing clear schedules, budgets and plans to senior management and clients. Research, draft and implement procedural methods for new and existing programs, including Board Policy and resolutions. Assisted with 2008-2013 Housing Element Update adopted by Board of Supervisors and Certified by HCD. Experience preparing and presenting information and providing training to large and small groups.

CREATIVITY: Developed award winning public awareness, marketing and fund raising campaigns and programs utilizing skills in concept, copy writing, design, and layout for magazines, brochures, newsletters, programs, fliers, reports, presentations and direct mail materials. Experienced in the development and production of radio and television commercials. Successfully apply creative thinking skills to solve administrative problems.

PUBLIC RELATIONS: Developed and executed press relations and special event programs for Andy Warhol (Pop Artist), Don Page (World Class Runner), and Jim Palmer (Hall of Fame Baseball Pitcher) on behalf of the Sacramento Weinstocks department store. Past clients included the California Angels, Kirkwood Ski Resort, Zamboni Company, Waterworld USA, The Sacramento International Auto Show, Ridgeview Estates, and American Aerobatics Air Shows.

HUMAN RESOURCES: Five plus years in Merit System Office of Education with supervisory experience and skills in recruitment, position control, budget, classified and certificated issues, benefits, research, reports, class specification development, state and federal mandates. Interpreted contract language and applied same for classified, certificated and administrative personnel. Experience working in highly confidential areas and sensitive to organizational climates.

SUMMARY OF WORK HISTORY:

2007- Present	El Dorado County Department of Human Services Housing, Community and Economic Development Programs Administrative Technician																
8/2006 to 5/2007	El Dorado County Office of Education, Child Development Office Manager																
3/2000 to 8/2006	El Dorado County Office of Education, Human Resources Program Assistant (confidential)																
1/2000 to 3/2000	Blue Ribbon Temps, Placerville El Dorado Irrigation District Customer Service																
2/93-11/99	Julie Clark's American Aerobatics, Inc. (Air Shows) Project Manager																
1975-1993	<table><tbody><tr><td>The Mountain Democrat Newspaper</td><td>Sales Consultant</td></tr><tr><td>El Dorado County Office of Education</td><td>Substitute Teacher</td></tr><tr><td>DDB Needham Worldwide Advertising</td><td>Account Supervisor</td></tr><tr><td>Executive Place Magazine, Sacramento</td><td>Production Mngr.</td></tr><tr><td>Sacramento Savings & Loan</td><td>Advertising Assistant</td></tr><tr><td>Weinstocks Department Store, Sacramento</td><td>Ad/P.R. Copywriter</td></tr><tr><td>Bower Communications, Advertising/PR</td><td>Media Director</td></tr><tr><td>Disneyland – Christmas Parade</td><td>Cast Member</td></tr></tbody></table>	The Mountain Democrat Newspaper	Sales Consultant	El Dorado County Office of Education	Substitute Teacher	DDB Needham Worldwide Advertising	Account Supervisor	Executive Place Magazine, Sacramento	Production Mngr.	Sacramento Savings & Loan	Advertising Assistant	Weinstocks Department Store, Sacramento	Ad/P.R. Copywriter	Bower Communications, Advertising/PR	Media Director	Disneyland – Christmas Parade	Cast Member
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Sacramento Savings & Loan	Advertising Assistant																
Weinstocks Department Store, Sacramento	Ad/P.R. Copywriter																
Bower Communications, Advertising/PR	Media Director																
Disneyland – Christmas Parade	Cast Member																

APPLICATION FUNDNG SOURCES/USES/PROGRAM INCOME/LEVERAGE - Forms

ALL ACTIVITIES - ALL FUNDING SOURCES

USES	SOURCES						
	STATE OR FEDERAL				LEVERAGE		
	State CDBG	Program Income Available: 208,441 (all uncommitted RLA funds) Program Income Committed:	Other State Funds	Federal Funds	Local Funds	Private	Totals:
ACTIVITY (Separate Act. Delivery and General Admin)							
<u>General Admin</u>	\$ 60,000	\$ _____	\$ _____	\$ _____	\$ 500 Staff in-kind	\$ _____	\$ 61,800
<u>Activity Delivery</u>	\$ 82,850	\$ _____	\$ _____	\$ _____	\$ 7,000 Staff in-kind	\$ _____	\$ 88,475
<u>Housing Rehabilitation Loans</u>	\$ 174,150	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ 174,150
<u>PIHNC</u>	\$ 483,000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ 483,000
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Totals:	\$ 800,000	\$ _____	\$ _____	\$ _____	\$ 7,500	\$ _____	\$ 807,500

HOUSING REHABILITATION FORMS

HOUSING REHABILITATION TABLE OF CONTENTS

**Click on the box, drop-down menu or text box to enter information.*

ACTIVITY	SELECT	DOCUMENTATION	PAGE(S)
Housing Rehab Forms (all pgs)	YES		52
Activity Sources and Uses	YES		58
HR Leverage Documentation	YES	Weatherization Letter	59
STATE OBJECTIVES			
Claimed in Application Summary Section H	YES	Capacity Building	61
BENEFIT			
Service Area Documentation	YES	US Census Map of El Dorado County	62
Beneficiary Documentation	YES	100% TIG	63
Other: _____	NO		
NEED			
Housing Condition	Program	Housing Element	64
Age of Housing Stock	YES	US Census Data	65
Overcrowding	YES	US Census Data	73
Supplemental Information	NO		
Additional Supporting Documentation (list): _____	NO		
READINESS			
Activity Administrator	In-House Administ	Duty Statements & Resumes	74
Environmental Finding Form	Yes	Exempt	75
Form 58.6	YES		76
RER, <i>excluding Appendix A</i>	YES	Draft RER	78
Environmental Assessment	NO		
SHPO Letter	YES	SHPO Letter	80
Ready to Publish Notice	YES	Draft Notice	85
Ready to sign RROF	YES	Draft RROF	87
PI Reuse Plan	YES	Approved	89
Housing Rehab Guidelines	YES	Approved - Update Pending	96
Temporary Relocation Plan	YES	Included in Guidelines	123
Contractor List	Yes	Interested Parties List	127
Existing Program Continued	YES	05-STBG-1407	129
Program: Potential Clients	YES	Waiting List	130
Projects Only:	N/A		

HOUSING REHABILITATION FORMS

A. ACTIVITY INFORMATION:

1. How much is being requested for this activity?

\$215,000 = \$174,150 + \$40,850

Total \$\$ Requested for this Activity = Activity \$\$+Activity Delivery \$\$

2. How will the requested CDBG funds be used?

Check **ONLY one** type of Program **OR one** type of Project. If more than one program/project is being proposed, submit a separate set of Activity Forms for each program/project:

a) Programs

- ☒ Rehab: Single-Unit Residential (14A)
Component of Housing Combo Program? ☐ Yes ☒ No
- ☐ Rehab: Multi-Unit Residential (14B)
Component of Housing Combo Program? ☐ Yes ☐ No
- ☐ Energy Efficiency Improvements (*only*) (14F)
- ☐ Lead-Based Paint/Lead Hazard Testing/Abatement (*only*) (14I)
- ☐ Residential Historic Preservation Program (16A)

b) Projects

- ☐ Multi-Family Rehabilitation Project (14B)
- ☐ Public Housing Modernization (14C)
- ☐ Rehab of Other Publicly Owned Residential Buildings (14D)
- ☐ Housing Real Property Acquisition for Rehabilitation (14G)
- ☐ Residential Historic Project (16A)
- ☐ Conversion of building(s) to housing units (must stay within the existing footprint)

3. If a Project is being proposed, what is the location of the sites(s) where the activity will occur?

N/A

Does the Applicant currently have site control?

☐ Yes ☐ No

4. Description of Activity: (See instructions.)

The County of El Dorado intends to use \$ 217,500 to rehabilitate and repair four to six TIG/LTIG/Extremely LTIG owner-occupied single family units in the unincorporated area of the County. Total program costs include \$215,000 in CDBG funds and leverage of \$2,500 for in-kind staff time.

According to the 2000 Census data, 45% of the housing stock in El Dorado County is now over 30 years old and 20% was built over 40 years ago. In order to preserve the existing housing for low income households, the County will provide low interest fully amortized or deferred payment loans, depending on applicant's household income, to correct health and safety issues, bring the units up to local housing code and to a minimum of HUD housing quality standards. The maximum loan amount will be \$40,000, or the amount required

12-0045.B.105

HOUSING REHABILITATION FORMS

to fund costs associated with eligible improvements and non-recurring closing costs, whichever is less. It is expected that this funding will provide a public benefit to approximately fifteen (15) TIG/LTIG/Extremely LTIG persons.

The County of El Dorado has administered a Housing Rehabilitation loan program since 1994 serving over 64 low-income homeowners in the unincorporated area of El Dorado County and this funding will provide a continuation of existing services. The Program wait list currently includes 61 eligible households. The Department of Human Services is also working closely with the County's Code Enforcement Division to address 52 current cases of dangerous or substandard housing conditions.

El Dorado County staff will administer the rehabilitation loan program. A marketing campaign will be developed to inform county residents in the unincorporated area of the County of program criteria. Rehabilitation loans to eligible owner-occupants shall meet the underwriting criteria established by CDBG and program guidelines in assisting TIG households in the jurisdiction with loans to bring their homes up to a minimum of HUD housing quality standards.

5. Who will be the Activity Administrator? (Check all that apply.)

- ☒ Jurisdiction (Applicant)
- ☐ Consultant/Contractor (For-Profit entity)
- ☐ Non-Profit as Subrecipient
- ☐ CHDO (Community Housing Development Organization)
- ☐ Another unit of local government
- ☐ Another public agency
- ☐ Non-Profits not acting as Subrecipients
- ☐ Faith-based organization
- ☐ Institution of higher education

Name of all agencies/organizations indicated above:

- a) County of El Dorado
- b) _____
- c) _____
- d) _____

6. Timeline/Schedule/Milestones (for projects only):

Indicate significant milestone accomplishments and the proposed date of completion. If awarded, these will become the contract expenditure milestones.

Activity Milestones		
	Description of Accomplishment	Proposed Date of Attainment
1.	N/A – Program Activity	

HOUSING REHABILITATION FORMS

B. BENEFIT:

1. Service area for Programs: (Check only one.)

- ☒ Entire Jurisdiction
☐ Target Area(s):

All applicants: Identify the Service Area(s) by Census Tract(s) and Block Group(s) in the table below and list the page(s) where the Census Tract/ Block Group Map(s) may be found in this application. Page(s): 62

Census Tract	Census Tract	Census Tract	Census Tract	Census Tract	Census Tract
_____	_____	_____	_____	_____	_____
Block Group(s)	Block Group(s)	Block Group(s)	Block Group(s)	Block Group(s)	Block Group(s)
_____	_____	_____	_____	_____	_____

2. Beneficiaries by Income and Tenure:

Housing Rehabilitation **programs** are income restricted and benefit 100 percent TIG. Indicate the number of households that will be assisted by category of TIG and by owner- or renter-occupied units.

OWNER-OCCUPIED units -

81% and Above (Non-TIG)	Between 51% - 80% (TIG)	Between 31% - 50% (LTIG)	Below 30% (Extremely LTIG)	TOTALS
<i>not eligible</i>	2	2	1	5

RENTER-OCCUPIED units -

81% and Above (Non-TIG)	Between 51% - 80% (TIG)	Between 31% - 50% (LTIG)	Below 30% (Extremely LTIG)	TOTALS
<i>not eligible</i>				0

3. Estimated number of: 5 Loans 0 Grants

C. NEED FOR ACTIVITY: Carry out all percents to two decimal points, e.g. 32.68 %.

1. Housing Stock Conditions:

Complete the required information on the chart that is applicable to the activity from either (*check one*):

- ☒ Housing Element

Date: 04/21/2009

HOUSING REHABILITATION FORMS

☐ **Survey**

Date: _____

- a) For a **JURISDICTION-WIDE** activity, attach copies of the page(s) from the Housing Element where these percentages are **documented**.
Page(s) ✓
- b) For a **TARGET-AREA** activity, a Housing Conditions Survey of the Target-Area must be used to document the need. You **must** attach a copy of the survey form used, a narrative of the survey methodology used and a summary of the survey results. Page(s) _____

Enter the percent of housing units that are:	Category	List %	% in Need of Rehab
Sound and not in need of Rehabilitation	Sound	69%	N/A
Suitable for Minor Rehabilitation	Minor	25%	25%
Suitable for Moderate Rehabilitation	Moderate	5%	5%
Suitable for Major Rehabilitation	Major	0%	0%
Dilapidated. Not suitable for Rehabilitation.	Dilapidated	1%	0%
	TOTAL:	100 %	30 %

2. Age of Housing Stock:

This table will indicate the total percentage of the jurisdictions housing stock that was built pre-1970. Attach the applicable Census Tables. Also, show the calculations on the table as to the percentages.

Enter the percentage of housing stock that was built pre-1970 as shown in the 2000 Census Summary File 3, Table DP-4-	Age of Housing Stock	20%	Page# <i>65</i>
Percentage of housing stock that was built pre-1980 as shown in the Census Summary File 3, Table DP-4 (Housing Stock over 30 years old)		45%	<i>66</i>

3. Overcrowding:

This table will indicate the total percentage of the jurisdictions housing stock that is overcrowded. Be sure to attach the applicable Overcrowding Census Tables. Also, show the calculations on the table as to the percentages.

Enter the percentage of households that are overcrowded as shown in the 2000 Census Summary File 3, Table DP-4	Overcrowding	3%	Page# <i>13</i>
--	---------------------	-----------	---------------------------

HOUSING REHABILITATION FORMS

4. Supplemental Information:

This section is used to provide information that rebuts and/or is not captured in the 2000 Census Table with regards to the community's worsened condition of housing and/or worsened overcrowding needs. Provide all information that is requested.

Check if providing supplemental information for:

- ☐ Worsened Condition of Housing Stock
☐ Worsened Housing Overcrowding

a) Describe the worsened condition:

b) Describe how this issue is specific to your community?

c) List:

- Third-party documentation (must be less than 5 years old) that is being submitted to support the worsened condition(s), **AND**
- The time period that the documentation supports as worsened (e.g., earthquake on 1/1/08; fire from 3/13/08-5/17/08, etc.), **AND**
- The page numbers, in this application, where documentation can be found.

Note: *For lengthy reports/studies, please include the cover page, executive summary and only the pages needed to support worsened conditions. A more current Housing Stock survey cannot be submitted here – it must be submitted under the Housing Stock Condition section.*

Description of Documentation:	Date of Doc.	Application Page #
1. N/A		

D. READINESS:

1. Activity Administrator:

If funded, how will this activity be administered?

☒ In-house Staff Only (Attach resumes and duty statements of staff that will be performing the work.)

☐ Subrecipient Agreement:
☐ Draft ☐ Executed ☐ Other: _____
☐ Term of the agreement: _____

☐ Procured Administrator(s) (per 24 CFR 85.36 and the GMM Chapter 8):
☐ Per Small Purchase Authority
☐ By Competitive Proposal

HOUSING REHABILITATION FORMS

- ☐ By Non-Competitive/Sole-Source
 Include Department approval documentation, pages: _____
- ☐ Term of the agreement: _____

☐ Combination of the above. Describe: _____

2. Environmental Review (check all applicable):

- ☒ Environmental Finding Form (EFF)
☒ Form 58.6
☒ Rehabilitation Environmental Review (RER) excluding Appendix A
☐ Environmental Assessment
☒ SHPO Letter
☒ Ready to Publish Notice
☒ Ready to Sign Request for Release of Funds (RROF)

3. Site Control (Projects only):

Draft Executed

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | City/County owned site |
| <input type="checkbox"/> | <input type="checkbox"/> | Purchase Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Option to Purchase |
| <input type="checkbox"/> | <input type="checkbox"/> | Option to Lease |
| <input type="checkbox"/> | <input type="checkbox"/> | Leasehold Interest |
| <input type="checkbox"/> | <input type="checkbox"/> | Deed of Trust |
| <input type="checkbox"/> | <input type="checkbox"/> | Other documentation of Site Control – List _____ |

4. Other Readiness Documentation Provided:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Program Income Reuse Plan | <input checked="" type="checkbox"/> Contractor List |
| <input checked="" type="checkbox"/> Housing Rehab Guidelines | Projects Only: |
| <input checked="" type="checkbox"/> Temporary Relocation Plan | <input type="checkbox"/> Project Financing |
| <input checked="" type="checkbox"/> Existing Program Continued | <input type="checkbox"/> Project Plans and Specs |
| <input checked="" type="checkbox"/> Potential Clients | <input type="checkbox"/> Bid Package |

Note: If the applicant's Program Guidelines have been approved by the Department, provide only the Department's approval letter.

HOUSING REHABILITATION FORMS

HOUSING REHABILITATION – ALL FUNDING SOURCES

USES	SOURCES							Totals:
	STATE OR FEDERAL				LEVERAGE			
	State CDBG	Program Income	Other State Funds	Federal Funds	Local Funds	Private	Identify Leverage	
<u>Housing Rehab Loans</u>	\$ 174,150	\$ —	\$ —	\$ —	\$ —	\$ —	—	\$ 174,150
<u>Activity Delivery</u>	\$ 40,850	\$ —	\$ —	\$ —	\$ —	\$ —	—	\$ 40,850
<u>Activity Delivery</u>	\$ —	\$ —	\$ —	\$ —	\$ 2,500	\$ —	<u>Staff in kind</u>	\$ 2,500
—	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	—	\$ —
—	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	—	\$ —
—	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	—	\$ —
—	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	—	\$ —
—	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	—	\$ —
Totals:	\$ 215,000	\$ —	\$ —	\$ —	\$ 2,500	\$ —	—	\$ 217,500



EL DORADO COUNTY
DEPARTMENT OF HUMAN SERVICES

Daniel Nielson, M.P.A.
Director

June 2, 2010

To Whom It May Concern:

This letter is in support of the County of El Dorado's 2010 Community Development Block Grant (CDBG) General Allocation Application funded through the State Housing and Community Development Agency (HCD). If awarded, this grant will allow the County to continue offering the Housing Rehabilitation Loan Program to the neediest households in our community.

The Home Weatherization Program in El Dorado County is a federally funded assistance program that delivers energy conservation services to low income households. The Weatherization Program reduces heating and cooling costs by improving the energy efficiency of eligible homes and ensuring their health and safety of homeowners and renters. Among low-income households, the program focuses on those with elderly residents, individuals with disabilities, and families with children.

Free weatherization services are available to eligible applicants and may include measures such as attic insulation, caulking, water heater blanket, heating/cooling system repair, and other conservation measures.

The Home Weatherization Program has long supported the work of the County's Housing, Community and Economic Development (HCED) Block Grant programs. While federally funded programs such as Home Weatherization are not recognized under the CDBG program as leverage, our programs will continue to partner with HCED by providing critical assistance that allows eligible low, very-low, and extremely low income families to remain in their homes.

Sincerely,

Michelle Hunter, Program Manager
Home Weatherization Program
El Dorado County Human Services

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE**

1800 Third Street, Suite 330
Sacramento, CA 94252-2054
(916) 552-9398
FAX (916) 319-8488



NOV 30 2009

Ms. Janet Walker-Conroy
Acting Director of Human Services Department
County of El Dorado
937 Spring Street
Placerville, CA 95667

SUBJECT: 2009-10 GENERAL ALLOCATION GRANT APPLICATION

Dear Ms. Walker-Conroy:

The Department of Housing and Community Development (Department) would like to thank the County of El Dorado for submitting an application for the 2009-10 Community Development Block Grant (CDBG) General Allocation.

Regretfully, your application did not garner sufficient points for funding in this very competitive round. The \$15 million for the 2009-10 General Allocation has been awarded.

The Department encourages the County to plan for participation in future opportunities in upcoming years. For more information concerning this and other Department programs, please visit the website at www.hcd.ca.gov.

The Department wishes you future success in providing community development opportunities for the citizens of your community. If you have any questions or would desire technical assistance for any future grant programs, please contact your jurisdiction representative at (916) 552-9398.

Sincerely,


Chris Westlake
Deputy Director

Enclosures

cc: Shawna Purvines, Senior Planner, Development Services
County of El Dorado

APPLICATION SUMMARY - Forms

H. State Objectives:

If you are claiming state objective points for activities within this application, select which objective(s) and indicate for which activity and where supporting documentation can be found.

Note: *The Capacity Building objective is not activity-specific and can only be claimed once per application.*

Although only a maximum of 50 points will be awarded per application, select all objectives that are applicable to this application.

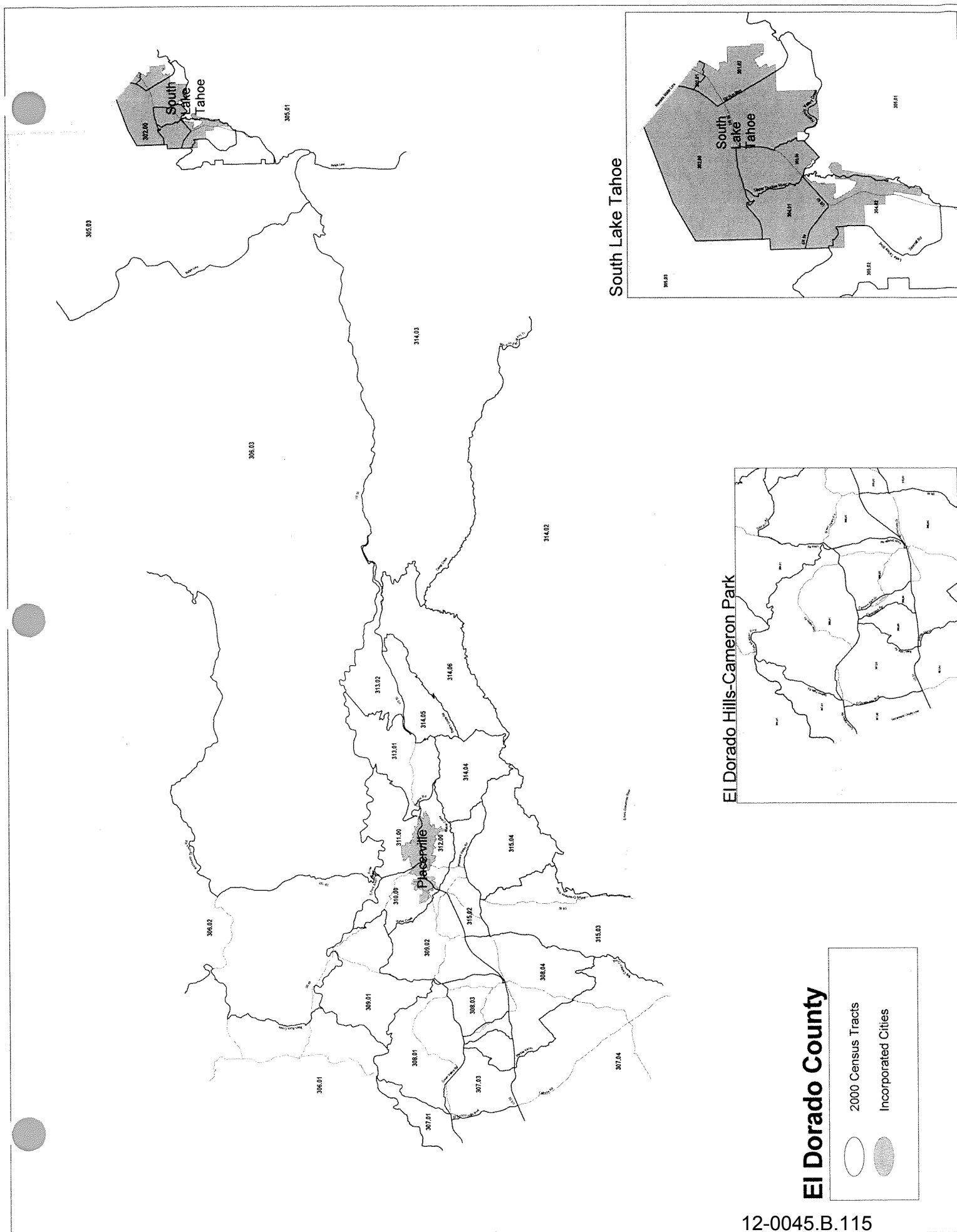
>>See Appendix F for additional information on State Objectives<<

State Objective Claimed:	For Activity(ies):	Application Page #
1. Capacity Building	Housing Rehab	✓ 61
2. Infrastructure Proposals	PIHNC	✓ 143
3.		
4.		

I. Section 504 Self-Evaluation:

HUD requires jurisdictions to have documented their compliance with Section 504. Applicants must attach a Section 504 Self-Certification form with their Application Package. It is important to note that the form itself does not constitute the jurisdiction's efforts to meet Section 504. The jurisdiction should have performed an analysis and evaluation of each factor and prepared a Section 504 Plan. The self-certification form is used to certify that the jurisdiction has performed this analysis and evaluation and to record areas of compliance or problems.

>>See the CDBG Grant Management Manual for additional information<<



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
General Allocation 2010-2011
Housing Rehabilitation Program
El Dorado County

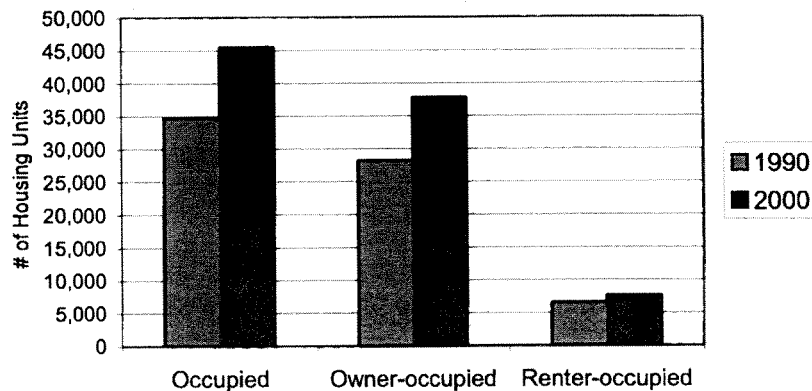
BENEFICIARY DOCUMENTATION

100% TIG (<80% AMI)

El Dorado County Housing Rehabilitation Loan Program
Guidelines, Attachment 1 – Annual Household Income
Definition, states:

Benefit to Target Income Group. Only households earning 80% or less of the County median income will be eligible for assistance under the proposed program. The benefit to targeted-income group households will be 100%. To ensure that lowest targeted income group households (households earning 50% or less of the County median income) benefit from the proposed program, the County will give first priority to very low-income loan applicants if there are more applicants than available funds, and will provide the most generous loan terms to very low-income applicants as financially necessary (deferred loans, longer amortization period, etc.).

Figure HO-9
Changes in Tenure Since 1990



Source: U.S. Census Bureau: Census 2000, *Summary File 3* (August 2002).

Physical Housing Conditions

The County receives approximately 30 to 40 Code Enforcement Investigation Requests per month and takes appropriate enforcement actions, with health and safety violations receiving the highest priority. Due to the high case volume, required administrative and legal steps to investigate and remedy each violation, there is currently a 1,300-case backlog in the Code Enforcement system.³

The last survey of housing conditions in El Dorado County was conducted in 1995.⁴ At that time, it was determined that 30 percent of the housing within older, more established areas of the county was substandard and in need of structural repair in order to remain habitable. A small amount of the housing stock (less than one percent) was deemed not suitable for repair. These results were similar to a Placer County housing conditions survey conducted in 2002. However, only 13 percent of the housing stock statewide is estimated to need rehabilitation or replacement (California Housing Law Project 2002). Since the time that the El Dorado County survey was completed, land and home values have increased significantly and interest rates have dropped. Accordingly, many individuals have made improvements to their homes, as a result of additional equity and as a means to increase the resale value of their properties.

Because the existing survey data on county housing conditions is thirteen years old, a new survey is warranted. Therefore, Implementation Measure HO-35 has been included to require a new housing conditions survey within two years following adoption of this Housing Element.

³ Building Services Pending Project Activity Report, October 1, 2006

⁴ Connerly & Associates, November 1995

El Dorado County

DP-4: Profile of Selected Housing Characteristics: 2000

Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data

Subject	Number	Percent
Total housing units	71,278	100
YEAR STRUCTURE BUILT		
1999 to March 2000	1987	2.8
1995 to 1998	5,513	7.7
1990 to 1994	8,047	11.3
1980 to 1989	17,319	24.3
1970 to 1979	18,970	26.6
1960 to 1969	9,915	13.9
1940 to 1959	6,861	9.6
1939 or earlier	2,666	3.7
	19,442	38,412

Total structures over 31 years old in 2010

City of Placerville

DP-4: Profile of Selected Housing Characteristics: 2000

Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data

Subject	Number	Percent
Total housing units	4,206	100
YEAR STRUCTURE BUILT		
1999 to March 2000	147	3.5
1995 to 1998	207	4.9
1990 to 1994	276	6.6
1980 to 1989	678	16.1
1970 to 1979	794	18.9
1960 to 1969	536	12.7
1940 to 1959	882	21
1939 or earlier	686	16.3
	2,104	2,898

City of SouthLake Tahoe

DP-4: Profile of Selected Housing Characteristics: 2000

Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data

Subject	Number	Percent
Total housing units	14,036	100
YEAR STRUCTURE BUILT		
1999 to March 2000	75	0.5
1995 to 1998	377	2.7
1990 to 1994	300	2.1
1980 to 1989	1,652	11.8
1970 to 1979	4,667	33.3
1960 to 1969	4,270	30.4
1940 to 1959	2,465	17.6
1939 or earlier	230	1.6
	6,965	11,632

	units	<1979	<1970	1960-69	1940-59	before 1939
County	71,278	38,412	19,442	9,915	6,861	2,666
Placerville	(4,206)	(2,898)	(2,104)	(536)	(882)	(686)
Tahoe	(14,036)	(11,632)	(6,965)	(4,270)	(2,465)	(230)
Unincorporated	53,036	23,882	10,373	5,109	3,514	1,750
		45%	20%	10%	7%	3%

**DP-4. Profile of Selected Housing Characteristics: 2000**

Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data

Geographic Area: El Dorado County, California

NOTE: Data based on a sample except in P3, P4, H3, and H4. For information on confidentiality protection, sampling error, nonsampling error, definitions, and count corrections see <http://factfinder.census.gov/home/en/datanotes/expsf3.htm>.

Subject	Number	Percent
Total housing units	71,278	100.0
UNITS IN STRUCTURE		
1-unit, detached	57,096	80.1
1-unit, attached	1,597	2.2
2 units	1,474	2.1
3 or 4 units	1,935	2.7
5 to 9 units	1,868	2.6
10 to 19 units	857	1.2
20 or more units	2,078	2.9
Mobile home	4,209	5.9
Boat, RV, van, etc.	164	0.2
YEAR STRUCTURE BUILT		
1999 to March 2000	1,987	2.8
1995 to 1998	5,513	7.7
1990 to 1994	8,047	11.3
1980 to 1989	17,319	24.3
1970 to 1979	18,970	26.6
1960 to 1969	9,915	13.9
1940 to 1959	6,861	9.6
1939 or earlier	2,666	3.7
ROOMS		
1 room	1,060	1.5
2 rooms	2,772	3.9
3 rooms	6,052	8.5
4 rooms	11,335	15.9
5 rooms	15,655	22.0
6 rooms	14,958	21.0
7 rooms	9,567	13.4
8 rooms	5,596	7.9
9 or more rooms	4,283	6.0
Median (rooms)	5.4	(X)
Occupied Housing Units	58,939	100.0
YEAR HOUSEHOLDER MOVED INTO UNIT		
1999 to March 2000	11,690	19.8
1995 to 1998	17,735	30.1
1990 to 1994	12,002	20.4
1980 to 1989	11,122	18.9
1970 to 1979	4,777	8.1
1969 or earlier	1,613	2.7
VEHICLES AVAILABLE		
None	2,688	4.6
1	15,633	26.5
2	25,110	42.6
3 or more	15,508	26.3
HOUSE HEATING FUEL		
Utility gas	17,170	29.1
Bottled, tank, or LP gas	17,230	29.2
Electricity	13,048	22.1
Fuel oil, kerosene, etc.	800	1.4
Coal or coke	0	0.0
Wood	9,739	16.5
Solar energy	42	0.1

Subject	Number	Percent
Other fuel	849	1.4
No fuel used	61	0.1
SELECTED CHARACTERISTICS		
Lacking complete plumbing facilities	218	0.4
Lacking complete kitchen facilities	292	0.5
No telephone service	400	0.7
OCCUPANTS PER ROOM		
Occupied housing units	58,939	100.0
1.00 or less	55,867	94.8
1.01 to 1.50	1,720	2.9
1.51 or more	1,352	2.3
Specified owner-occupied units	35,685	100.0
VALUE		
Less than \$50,000	126	0.4
\$50,000 to \$99,999	1,379	3.9
\$100,000 to \$149,999	7,683	21.5
\$150,000 to \$199,999	9,727	27.3
\$200,000 to \$299,999	10,401	29.1
\$300,000 to \$499,999	5,352	15.0
\$500,000 to \$999,999	915	2.6
\$1,000,000 or more	102	0.3
Median (dollars)	194,400	(X)
MORTGAGE STATUS AND SELECTED MONTHLY OWNER COSTS		
With a mortgage	28,476	79.8
Less than \$300	42	0.1
\$300 to \$499	295	0.8
\$500 to \$699	1,107	3.1
\$700 to \$999	3,884	10.9
\$1,000 to \$1,499	10,025	28.1
\$1,500 to \$1,999	7,263	20.4
\$2,000 or more	5,860	16.4
Median (dollars)	1,444	(X)
Not mortgaged	7,209	20.2
Median (dollars)	354	(X)
SELECTED MONTHLY OWNER COSTS AS A PERCENTAGE OF HOUSEHOLD INCOME IN 1999		
Less than 15 percent	8,920	25.0
15 to 19 percent	5,249	14.7
20 to 24 percent	5,640	15.8
25 to 29 percent	4,371	12.2
30 to 34 percent	3,103	8.7
35 percent or more	8,139	22.8
Not computed	263	0.7
Specified renter-occupied units	14,486	100.0
GROSS RENT		
Less than \$200	292	2.0
\$200 to \$299	295	2.0
\$300 to \$499	2,013	13.9
\$500 to \$749	5,330	36.8
\$750 to \$999	3,313	22.9
\$1,000 to \$1,499	2,085	14.4
\$1,500 or more	550	3.8
No cash rent	608	4.2
Median (dollars)	702	(X)
GROSS RENT AS A PERCENTAGE OF HOUSEHOLD INCOME IN 1999		
Less than 15 percent	2,068	14.3
15 to 19 percent	1,821	12.6
20 to 24 percent	2,113	14.6
25 to 29 percent	1,782	12.3
30 to 34 percent	1,176	8.1
35 percent or more	4,734	32.7
Not computed	792	5.5

(X) Not applicable.

Source: U.S. Census Bureau, Census 2000 Summary File 3, Matrices H1, H7, H20, H23, H24, H30, H34, H38, H40, H43,

H44, H48, H51, H62, H63, H69, H74, H76, H90, H91, and H94

DP-4. Profile of Selected Housing Characteristics: 2000
 Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data
 Geographic Area: **Placerville city, California**

NOTE: Data based on a sample except in P3, P4, H3, and H4. For information on confidentiality protection, sampling error, nonsampling error, definitions, and count corrections see <http://factfinder.census.gov/home/en/datanotes/expsf3.htm>.

Subject	Number	Percent
Total housing units	4,206	100.0
UNITS IN STRUCTURE		
1-unit, detached	2,617	62.2
1-unit, attached	254	6.0
2 units	168	4.0
3 or 4 units	367	8.7
5 to 9 units	216	5.1
10 to 19 units	98	2.3
20 or more units	328	7.8
Mobile home	158	3.8
Boat, RV, van, etc.	0	0.0
YEAR STRUCTURE BUILT		
1999 to March 2000	147	3.5
1995 to 1998	207	4.9
1990 to 1994	276	6.6
1980 to 1989	678	16.1
1970 to 1979	794	18.9
1960 to 1969	536	12.7
1940 to 1959	882	21.0
1939 or earlier	686	16.3
ROOMS		
1 room	91	2.2
2 rooms	257	6.1
3 rooms	551	13.1
4 rooms	856	20.4
5 rooms	997	23.7
6 rooms	720	17.1
7 rooms	378	9.0
8 rooms	181	4.3
9 or more rooms	175	4.2
Median (rooms)	4.8	(X)
Occupied Housing Units	3,996	100.0
YEAR HOUSEHOLDER MOVED INTO UNIT		
1999 to March 2000	1,093	27.4
1995 to 1998	1,360	34.0
1990 to 1994	599	15.0
1980 to 1989	455	11.4
1970 to 1979	252	6.3
1969 or earlier	237	5.9
VEHICLES AVAILABLE		
None	418	10.5
1	1,576	39.4
2	1,342	33.6
3 or more	660	16.5
HOUSE HEATING FUEL		
Utility gas	233	5.8
Bottled, tank, or LP gas	1,520	38.0
Electricity	1,347	33.7
Fuel oil, kerosene, etc.	252	6.3
Coal or coke	0	0.0
Wood	583	14.6
Solar energy	0	0.0

Subject	Number	Percent
Other fuel	61	1.5
No fuel used	0	0.0
SELECTED CHARACTERISTICS		
Lacking complete plumbing facilities	45	1.1
Lacking complete kitchen facilities	19	0.5
No telephone service	39	1.0
OCCUPANTS PER ROOM		
Occupied housing units	3,996	100.0
1.00 or less	3,745	93.7
1.01 to 1.50	118	3.0
1.51 or more	133	3.3
Specified owner-occupied units	1,905	100.0
VALUE		
Less than \$50,000	29	1.5
\$50,000 to \$99,999	131	6.9
\$100,000 to \$149,999	713	37.4
\$150,000 to \$199,999	484	25.4
\$200,000 to \$299,999	409	21.5
\$300,000 to \$499,999	121	6.4
\$500,000 to \$999,999	18	0.9
\$1,000,000 or more	0	0.0
Median (dollars)	156,500	(X)
MORTGAGE STATUS AND SELECTED MONTHLY OWNER COSTS		
With a mortgage	1,314	69.0
Less than \$300	0	0.0
\$300 to \$499	7	0.4
\$500 to \$699	124	6.5
\$700 to \$999	296	15.5
\$1,000 to \$1,499	536	28.1
\$1,500 to \$1,999	291	15.3
\$2,000 or more	60	3.1
Median (dollars)	1,242	(X)
Not mortgaged	591	31.0
Median (dollars)	347	(X)
SELECTED MONTHLY OWNER COSTS AS A PERCENTAGE OF HOUSEHOLD INCOME IN 1999		
Less than 15 percent	603	31.7
15 to 19 percent	227	11.9
20 to 24 percent	343	18.0
25 to 29 percent	194	10.2
30 to 34 percent	92	4.8
35 percent or more	437	22.9
Not computed	9	0.5
Specified renter-occupied units	1,882	100.0
GROSS RENT		
Less than \$200	67	3.6
\$200 to \$299	93	4.9
\$300 to \$499	251	13.3
\$500 to \$749	873	46.4
\$750 to \$999	335	17.8
\$1,000 to \$1,499	183	9.7
\$1,500 or more	32	1.7
No cash rent	48	2.6
Median (dollars)	652	(X)
GROSS RENT AS A PERCENTAGE OF HOUSEHOLD INCOME IN 1999		
Less than 15 percent	232	12.3
15 to 19 percent	285	15.1
20 to 24 percent	232	12.3
25 to 29 percent	158	8.4
30 to 34 percent	149	7.9
35 percent or more	749	39.8
Not computed	77	4.1

(X) Not applicable.

Source: U.S. Census Bureau, Census 2000 Summary File 3, Matrices H1, H7, H20, H23, H24, H30, H34, H38, H40, H43.

H44, H48, H51, H62, H63, H69, H74, H76, H90, H91, and H94

DP-4. Profile of Selected Housing Characteristics: 2000
 Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data
 Geographic Area: South Lake Tahoe city, California

NOTE: Data based on a sample except in P3, P4, H3, and H4. For information on confidentiality protection, sampling error, nonsampling error, definitions, and count corrections see <http://factfinder.census.gov/home/en/datanotes/expsf3.htm>.

Subject	Number	Percent
Total housing units	14,036	100.0
UNITS IN STRUCTURE		
1-unit, detached	8,774	62.5
1-unit, attached	367	2.6
2 units	1,005	7.2
3 or 4 units	972	6.9
5 to 9 units	1,000	7.1
10 to 19 units	511	3.6
20 or more units	738	5.3
Mobile home	655	4.7
Boat, RV, van, etc.	14	0.1
YEAR STRUCTURE BUILT		
1999 to March 2000	75	0.5
1995 to 1998	377	2.7
1990 to 1994	300	2.1
1980 to 1989	1,652	11.8
1970 to 1979	4,667	33.3
1960 to 1969	4,270	30.4
1940 to 1959	2,465	17.6
1939 or earlier	230	1.6
ROOMS		
1 room	593	4.2
2 rooms	1,246	8.9
3 rooms	1,920	13.7
4 rooms	3,459	24.6
5 rooms	2,910	20.7
6 rooms	2,210	15.7
7 rooms	1,130	8.1
8 rooms	284	2.0
9 or more rooms	284	2.0
Median (rooms)	4.4	(X)
Occupied Housing Units	9,442	100.0
YEAR HOUSEHOLDER MOVED INTO UNIT		
1999 to March 2000	2,628	27.8
1995 to 1998	3,349	35.5
1990 to 1994	1,530	16.2
1980 to 1989	1,057	11.2
1970 to 1979	642	6.8
1969 or earlier	236	2.5
VEHICLES AVAILABLE		
None	1,085	11.5
1	3,820	40.5
2	3,343	35.4
3 or more	1,194	12.6
HOUSE HEATING FUEL		
Utility gas	8,030	85.0
Bottled, tank, or LP gas	252	2.7
Electricity	905	9.6
Fuel oil, kerosene, etc.	26	0.3
Coal or coke	0	0.0
Wood	209	2.2
Solar energy	0	0.0

Subject	Number	Percent
Other fuel	14	0.1
No fuel used	6	0.1
SELECTED CHARACTERISTICS		
Lacking complete plumbing facilities	41	0.4
Lacking complete kitchen facilities	127	1.3
No telephone service	176	1.9
OCCUPANTS PER ROOM		
Occupied housing units	9,442	100.0
1.00 or less	8,122	86.0
1.01 to 1.50	569	6.0
1.51 or more	751	8.0
Specified owner-occupied units	3,380	100.0
VALUE		
Less than \$50,000	31	0.9
\$50,000 to \$99,999	201	5.9
\$100,000 to \$149,999	1,277	37.8
\$150,000 to \$199,999	899	26.6
\$200,000 to \$299,999	508	15.0
\$300,000 to \$499,999	357	10.6
\$500,000 to \$999,999	74	2.2
\$1,000,000 or more	33	1.0
Median (dollars)	157,800	(X)
MORTGAGE STATUS AND SELECTED MONTHLY OWNER COSTS		
With a mortgage	2,572	76.1
Less than \$300	4	0.1
\$300 to \$499	16	0.5
\$500 to \$699	145	4.3
\$700 to \$999	586	17.3
\$1,000 to \$1,499	1,196	35.4
\$1,500 to \$1,999	357	10.6
\$2,000 or more	268	7.9
Median (dollars)	1,166	(X)
Not mortgaged	808	23.9
Median (dollars)	321	(X)
SELECTED MONTHLY OWNER COSTS AS A PERCENTAGE OF HOUSEHOLD INCOME IN 1999		
Less than 15 percent	877	25.9
15 to 19 percent	492	14.6
20 to 24 percent	460	13.6
25 to 29 percent	393	11.6
30 to 34 percent	269	8.0
35 percent or more	850	25.1
Not computed	39	1.2
Specified renter-occupied units	5,347	100.0
GROSS RENT		
Less than \$200	98	1.8
\$200 to \$299	99	1.9
\$300 to \$499	1,034	19.3
\$500 to \$749	2,454	45.9
\$750 to \$999	1,050	19.6
\$1,000 to \$1,499	468	8.8
\$1,500 or more	32	0.6
No cash rent	112	2.1
Median (dollars)	642	(X)
GROSS RENT AS A PERCENTAGE OF HOUSEHOLD INCOME IN 1999		
Less than 15 percent	720	13.5
15 to 19 percent	716	13.4
20 to 24 percent	845	15.8
25 to 29 percent	778	14.6
30 to 34 percent	445	8.3
35 percent or more	1,686	31.5
Not computed	157	2.9

(X) Not applicable.

Source: U.S. Census Bureau, Census 2000 Summary File 3, Matrices H1, H7, H20, H23, H24, H30, H34, H38, H40, H43,

H44, H48, H51, H62, H63, H69, H74, H76, H90, H91, and H94

El Dorado County

DP-4: Profile of Selected Housing Characteristics: 2000		
Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data		
OCCUPANTS PER ROOM	Number	Percent
Occupied housing units	58,939	100
1.0 or less	55,867	94.8
1.01 to 1.50	1,720	2.9
1.51 or more	1,352	2.3

City of Placerville

DP-4: Profile of Selected Housing Characteristics: 2000		
Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data		
OCCUPANTS PER ROOM	Number	Percent
Occupied housing units	3,996	100
1.0 or less	3,745	93.7
1.01 to 1.50	118	3
1.51 or more	133	3.3

City of South Lake Tahoe

DP-4: Profile of Selected Housing Characteristics: 2000		
Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data		
OCCUPANTS PER ROOM	Number	Percent
Occupied housing units	9,442	100
1.0 or less	8,122	86
1.01 to 1.50	569	6
1.51 or more	751	8

El Dorado County (Unincorporated)

DP-4: Profile of Selected Housing Characteristics: 2000		
Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data		
OCCUPANTS PER ROOM	Number	Percent
Occupied housing units	45,501	100
1.0 or less	44,010	97
1.01 to 1.50	1,033	2
1.51 or more	468	1

	Hsg Units	1.0 or less	1.0 -1.5	>1.51
County	58,939	55,867	1,720	1,352
Placerville	-3,996	-3,745	-118	-133
SLT	-9,442	-8,112	-569	-751
Unincorporated	45,501	44,010	1,033	468
Percent	100%	97%	2%	1%

1,033 plus 468 equals 1,501 3%

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
General Allocation 2010-2011
Housing Rehabilitation Program
El Dorado County

ACTIVITY ADMINISTRATOR

**County Staff – see Duty Statements and Resumes under Grant
Administrative Capacity**

Pages 37-38

APPENDIX D: DETERMINING THE APPROPRIATE LEVEL OF ENVIRONMENTAL REVIEW(S)



HUD ENVIRONMENTAL FINDING FORM (EFF)

U.S. Department of Housing and Urban Development
Pacific/Hawaii Office
450 Golden Gate Avenue
San Francisco, California 94102-3448

CDBG Grantee: County of El Dorado

Activity: (scope of NEPA Activity, e.g., sewer and water improvements in support of shopping center development **and** identification of CDBG Activity, (e.g., planning/technical assistance grant, housing rehabilitation, public facilities, public improvements, business loan, microenterprise program, etc.):

The environmental level of clearance for **HOUSING REHABILITATION** (activity) is:

- ☐ Exempt (24 CFR Part 58.34), **OR**
☒ Categorically excluded not subject to the §58.5 statutes [24 CFR Part 58.35(b)]
Attached documentation:
☐ HUD Environmental Form for Statutes and Regulations at 24 CFR Part 58.6

- ☐ Categorically excluded subject to the §58.5 statutes per 24 CFR Part 58.35(a), but **requires no** mitigation and *has converted to exempt status* [24 CFR Part 58.34(a)(12)], *or*
☒ Categorically excluded subject to the §58.5 statutes [24 CFR Part 58.35(a)], but **will require** mitigation and, therefore, will not convert.

Attached documentation:

- ☒ HUD Environmental Form for Statutes and Regulations at 24 CFR Part 58.6, **AND**
☐ Statutory Worksheet, **OR**
☒ Rehabilitation Environmental Review (RER) form (tiered environmental reviews only).
RER Appendix A (Parts 3-6) must be completed after the project site is identified and before you proceed with the project. A copy of Appendix A must be kept in the project file.
If the Statutory Worksheet triggers public noticing requirements, also provide:
☒ Notice of Intent to Request Release of Funds (proof of publication) and
☒ Request for Release of Funds and Certification (HUD-7015.15 form).
The RER **requires** public noticing, provide:
☒ Notice of Intent to Request Release of Funds (proof of publication) and
☒ Request for Release of Funds and Certification (HUD-7015.15 form)

- ☐ Environmental Assessment (24 CFR Part 58.36)

Attached documentation:

- ☐ HUD Environmental Form for Statutes and Regulations at 24 CFR Part 58.6
☐ Environmental Assessment
☐ Combined Finding of No Significant Impact/Notice of Intent to Request Release of Funds (proof of publication)
☐ Request for Release of Funds and Certification (HUD-7015.15 form)

- ☐ Environmental Impact Statement (24 CFR Part 58.37). **Contact a CDBG Representative.**

Certifying Officer Signature

Daniel Nielson
Print Name

6/16/10
Date Certified

HUD ENVIRONMENTAL FORM FOR STATUTES AND REGULATIONS AT 24 CFR 58.6



U.S. Department of Housing and Urban Development
Pacific/Hawaii Office
450 Golden Gate Avenue
San Francisco, California 94102-3448

ACTIVITY DESCRIPTION: HOUSING REHABILITATION ACTIVITIES

Level of Environmental Review Determination (per EFF): Exempt

(Exempt per 24 CFR 58.34, Categorically excluded not subject to statutes per § 58.35(b), Categorically excluded subject to statutes per § 58.35(a), Environmental Assessment per § 58.36, or EIS per 40 CFR 1500).

STATUTES and REGULATIONS listed at 24 CFR 58.6

FLOOD DISASTER PROTECTION ACT

1. Does the project involve acquisition, construction or rehabilitation of structures located in a FEMA identified Special Flood Hazard?
☐ No Cite Source Document: Exempt General Admin Activities will not impact 100 year flood zones. (This factor is completed; go to next factor).
☒ Yes Source Document: Attached list of community panel numbers on Flood Insurance Rate Map designated by FEMA in the unincorporated areas of El Dorado County.
2. Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?
☐ Yes Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be kept on file.
☐ No Federal assistance may not be used in the Special Flood Hazards Area.

COASTAL BARRIERS RESOURCES ACT

1. Is the project located in a coastal barrier resource area?
☒ No Cite Source Documentation: There are no Coastal Barrier Resources on West Coast of United States. (This factor is completed; go to next factor).
☐ Yes Federal assistance may not be used in such an area.

AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES DISCLOSURES

1. Does the project involve the sale or acquisition of existing property within a Civil Airport's Runway Clear Zone or a Military Installation's Clear Zone?
☒ No Activity does not involve acquisition or sale of property. Project complies with 24 CFR 51.303(a)(3). **(This factor is completed)**
☐ Yes **Disclosure statement must be provided** to buyer and a copy of the signed disclosure must be maintained in this Environmental Review Record.

Preparer Signature

Shawna Purvines

Print Name

6/16/10

Date Certified

Certifying Officer Signature

Daniel Nielson

Print Name

6/16/10

Date Certified



EL DORADO COUNTY
DEPARTMENT OF HUMAN SERVICES
Daniel Nielson, M.P.A., Director

The following is a list of the community panel numbers located on the Flood Insurance Rate Map designated by FEMA in the unincorporated areas of El Dorado County:

060040 0475 B	Dated 09-26-2008
060040 0500 B	Dated 09-26-2008
060040 0617 B	Dated 09-26-2008
060040 0609 B	Dated 09-26-2008
060040 0650 B	Dated 09-26-2008
060040 0679 D	Dated 09-26-2008
060040 0700 D	Dated 09-26-2008
060040 0725 C	Dated 09-26-2008
060040 0775 B	Dated 09-26-2008
060040 0800 B	Dated 09-26-2008
060040 0925 B	Dated 09-26-2008
060040 0687 D	Dated 09-26-2008
060040 0425 B	Dated 09-26-2008
060040 0389 B	Dated 09-26-2008
060040 0388 B	Dated 09-26-2008
060040 0387 B	Dated 09-26-2008
060040 0386 B	Dated 09-26-2008
060040 0369 B	Dated 09-26-2008
060040 0200 B	Dated 09-26-2008
060040 0175 B	Dated 09-26-2008
060040 0150 B	Dated 09-26-2008
060040 0450 B	Dated 09-26-2008
060040 0750 B	Dated 09-26-2008
060040 0950 B	Dated 09-26-2008
060040 0975 B	Dated 09-26-2008

Properties located in areas designated as flood zones will not be eligible for rehabilitation if the cost to rehabilitate exceeds 50% of the market value of the structure before rehabilitation.



U.S. Department of Housing and Urban Development
San Francisco Regional Office – Region IX
600 Harrison Street
San Francisco, California 94102-1387
www.hud.gov
espanol.hud.gov

Rehabilitation Environmental Review (RER 2009)

(Previous versions are obsolete)

[This RER tiered review format [per 24CFR §58.15] may only be used for the environmental review of the **rehabilitation of existing single-family residential structures**, per §58.35(a)(3)(i), with or without the acquisition and/or disposition of the existing structure per §58.35(a)(5). It may not be used for projects involving changes in use or new construction activities. It may also be used for the acquisition/rehabilitation/disposition of individual units in a multi-family structure, but not for the rehabilitation/acquisition/disposition of an entire multi-family building per §58.35(a)(3)(ii), where environmental review using a Statutory Worksheet may be appropriate].

Project name and description: (include maximum number of units and maximum grant/loan amounts)

El Dorado County Housing Acquisition and Housing Rehabilitation

From: (month/year) **To:** (month/year) 12/12

Area of Consideration: (Define the geographic area from which applications for this rehabilitation program will be accepted. Attach a composite map showing target area and floodplains).

Unincorporated areas of El Dorado County

INSTRUCTIONS for completing the RER (2009)

The Factors addressed in this RER review phase apply to the entire **area of consideration**. Prepare an **RER form once for the maximum scope and magnitude of each program** that meets the criteria of rehabilitation/acquisition/disposition at §58.35(a)(3) and (5), and retain it in the Environmental Review Record (ERR). A new RER must be completed whenever there is a new Consolidated Plan, Public Housing Plan or changes in the area of consideration or changes in environmental conditions which could affect the program. After completion of the RER, publish or disseminate a Notice of Intent to Request Release of Funds (NOI/RROF), according to §58.70. The **NOI/RROF** shall identify the issues to be addressed in the **site-specific review phase (Appendix A 2009)**. **Do not commit HUD funds** to any specific activity **before obtaining the Authority to Use Grant Funds** (HUD form 7015.16) for the project **or before successfully completing a site-specific Appendix A 2009**.

Site specific factors listed at Sections 58.5 and 58.6 (including historic preservation, explosive/flammable operations, toxic substances, airport clear zones and flood insurance) shall be addressed by completing an **Appendix A before approving any specific loans or grants**. **An Appendix A shall be completed and maintained for each site to document compliance with these laws and authorities**. Documents supporting compliance as well as the implementation of required mitigation measures shall be maintained in the ERR.

AREA-WIDE FACTORS

Floodplain Management

Is any part of the area of consideration located in a Special Flood Hazard Area (SFHA, i.e. area designated "A" or "V" Zone by FEMA)?

(☒) **YES**; complete Part I, Floodplain Management, on the back of this form.

() **NO**; provide Source Documentation (FIRM panel number(s) and dates):

060040 0475B, 060040 0500B, 060040 0617B, 060040 0609B, 060040 0650B, 060040 0679D,
060040 0700D, 060040 0725C, 060040 0775b, 060040 0800B, 060040 0925B, 060040 0687D,
060040 0425B, 060040 0389B, 060040 0388B, 060040 0387B, 060040 0386B, 060040 0369B

The entire program is in compliance with Executive Order 11988, Floodplain Management.

Coastal Zone Management

Is any part of the area of consideration within the Coastal Zone according to the California Coastal Commission, Hawaii Coastal Commission, San Francisco Bay Conservation & Development Commission or the Planning Department (for certified Local Coastal Plans)?

() **YES**; complete Part II, Coastal Zone Management, on the back of this form.

(☒) **NO**; provide Source Documentation:

The entire project is in compliance with Executive Order 11988 and 24 CFR Part 55.

NOTES: Normally, these laws/authorities listed at 24 CFR 58.5 are not invoked by housing rehabilitation projects: Executive Order 11990 Protection of Wetlands; Endangered Species Act, 16 USC 1531 et seq. as amended, particularly 16 USC 1536, 50 CFR 402; Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 et. seq., as amended [particularly Sections 7(b) and (c)]; Clean Air Act, 42 U.S.C. 7401 et seq. as amended, particularly section 176(c) and (d), Farmland Protection Act, 7 CFR 658.3(c); Noise Abatement, 24 CFR 51.101(a)(2); Sole Source Aquifers, Memorandum of Agreement between HUD Region IX and U.S. Environmental Protection Agency Region IX, dated 4/30/90, and Executive Order 12898 Environmental Justice. **However, if exceptional circumstances require compliance steps with any of these authorities, such compliance must be established and documented prior to approving the site-specific loan or grant.**

Part I FLOODPLAIN MANAGEMENT N/A – Rehab will not exceed 50% of market value

1. Will this program involve the following activities **within Special Flood Hazard Areas** (100 yr. floodplain): **a)** rehabilitation of single family units costing more than 50% of the market value of the structure before rehabilitation, **or b)** rehabilitation of units in multifamily residential structures?
☐ Yes, proceed to question #2.
☐ No, compliance with Executive Order 11988 is established by program definition.
2. Comply with Executive Order 11988 by completing the 8-step-decision-making process per 24 CFR §55.20, for the entire area of consideration, before approving rehabilitation activities within a SFHA.

KEEP A COPY OF THIS 8-STEP PROCESS (including copies of all published notices) in the ERR.

3. Did the 8-step process result in a determination that there is no practicable alternative to carrying out the residential rehabilitation/acquisition/disposition activities within the Special Flood Hazard Area (SFHA)?
☐ Yes; proceed ☐ No; proceed
4. Is the community participating in the National Flood Insurance Program?
☐ Yes; proceed ☐ No; proceed
5. Select only one of the following choices:
☐ Either the answer to question #3 or #4 (or to both) is "no", therefore, rehabilitation activities **from this program cannot be approved within a SFHA.**
☐ Both answers to questions #2 and #3 are "yes", therefore, rehabilitation activities may proceed in SFHA's, subject to the implementation of mitigation measures identified in the 8 Step Process. *
 (* NOTE: As an alternative to doing the 8-step process, the responsible entity may choose to revise the boundaries of the area of consideration (target area) to exclude all the Special Flood Hazard Areas (SFHA's). However, properties within the excluded portions would then be ineligible for HUD-assisted rehabilitation loans or grants under this program).

Part II COASTAL ZONE MANAGEMENT N/A

Complete this part if any part of the area of consideration lies within the designated Coastal Zone.

1. Have all rehabilitation activities under this entire rehabilitation program been found to be consistent with the applicable Coastal Zone Management Plan?

☐ Yes, proceed to next question; ☐ No; proceed to next question.

Source Documentation (attach permit or determination of consistency):

- a. If question #1 was answered "Yes" and documented, STOP HERE. Compliance with the Coastal Zone Management Act is established.
- b. If question #1 was answered "No", obtain the coastal zone permit or determination of consistency.

DO NOT APPROVE the loan or grant within the COASTAL ZONE before doing this.

Shawna Purvines, Senior Planner

Preparer Name and Title

Signature

Date

Daniel Nielson, M.P.A.

Responsible Entity Official-Name

Signature

Date

**OFFICE OF HISTORIC PRESERVATION
DEPARTMENT OF PARKS AND RECREATION**

P.O. BOX 942896
ACRAMENTO, CA 94296-0001
(916) 653-6624 Fax: (916) 653-9824
calshpo@ohp.parks.ca.gov
www.ohp.parks.ca.gov

June 10, 2009

Refer to HUD090514F

Shawna Purvines, Senior Planner
Department of Human Services
El Dorado County Housing Authority
El Dorado County
937 Spring Street
Placerville, CA 95667

Dear Ms. Purvines:

Re: County of El Dorado Housing Acquisition & Rehabilitation Program

Thank you for informing me that the County of El Dorado will be administering a residential acquisition and rehabilitation program assisted by funds from the U. S. Department of Housing and Urban Development. One of the purposes of the Section 106 review is to identify historic properties that may be affected by such projects or programs. I suggest that the County of El Dorado agree to the procedures that follow.

Rehabilitation programs, like all federal undertakings, must comply with Section 106 of the National Historic Preservation Act and its implementing regulations, 36 CFR Part 800. The first step in that compliance process is to identify and evaluate all known and potential historic properties within the project's area of potential effects (APE). Historic properties are defined as those that are listed in the National Register of Historic Places and those that meet the National Register eligibility criteria. The identification of historic properties helps to ensure that they will be rehabilitated according to the Secretary of the Interior's Standards for Rehabilitation. These standards and guidelines allow for the continued use and sensitive alterations to buildings, while respecting existing historic materials and design.

For single family residential undertakings, I recommend that you follow the historic preservation compliance procedures set forth in the enclosure to this letter. I believe the procedures are self-explanatory. Please pay particular attention to Thresholds 1 and 2. Their use should significantly restrict the volume of subsequent consultation between our agencies. They state, in essence, that only if a property meets the noted age criterion and exterior work is proposed, is consultation with the State Historic Preservation Officer necessary. There is one exception to that general rule: the exclusion of interior work from review extends only to single family residences or duplexes, not to relatively large residential buildings such as apartment buildings or residential hotels that have interior public spaces (lobbies, corridors, etc.), or to commercial properties. No further review for the rehabilitation of mobile homes or trailers is necessary.

I request that you notify me if any rehabilitation project will involve substantial earth moving, such as footing/foundation trenching, utility line excavation (sewer, water, gas, leach, etc.), sprinklers, or septic tanks, and the possibility exists that such earth disturbance may or will occur on or near an archeological site. Obviously, I should be notified well in advance of project startup in such cases.

For undertakings other than rehabilitation, such as demolition, reconstruction, and new construction, you will need to consult on a case-by-case basis pursuant to 36 CFR Part 800.

If you find the suggested process acceptable, please have the appropriate individual sign the concurrence block at the bottom of this letter and forward a copy to me at your earliest convenience.

Should you have comments or questions, please do not hesitate to contact Shannon Lauchner, State Historian II, with the Local Government Unit at (916)653-5649, or by email at slauchner@parks.ca.gov.

Sincerely,

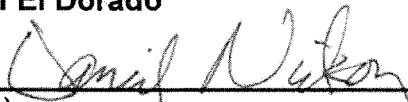


Milford Wayne Donaldson, FAIA
State Historic Preservation Officer

Enclosures

I concur with the Section 106 compliance process outlined above.

County of El Dorado



(signature)

(title)

**OFFICE OF HISTORIC PRESERVATION
DEPARTMENT OF PARKS AND RECREATION**

P.O. BOX 942896
SACRAMENTO, CA 94296-0001
(916) 653-8624 Fax: (916) 653-9824
calshpo@ohp.parks.ca.gov
www.ohp.parks.ca.gov

CONSULTING THE SHPO – HOUSING REHABILITATION

- THRESHOLD 1:** If an application calls for work restricted exclusively to the interior of a property (i.e., there will be no externally visible evidence of the work involved), do not consult the SHPO. All other things being equal, proceed with the work.
- THRESHOLD 2:** The most useful single determinant for consulting the SHPO is a property's age. Unless the property is roughly (45+) 50 years old or older, we will generally not consider it eligible for the National Register of Historic Places. Dating the property is therefore critical. If it is determined that the property meets this age criterion, proceed as follows:

Photograph the property. Send these photos to us along with the exact or guesstimated age of the property and with data on the work proposed. **Please complete a Primary Record (DPR 523A) and Building, Structure, and Object Record (DPR 523B) for the property.** (Additional forms are available at www.ohp.parks.ca.gov.) Include any historic information you might have obtained from historical societies, informants, preservation boards, commissions, planning departments, etc. If your county, town, or city has had a historic survey done using our DPR 523 forms, send a Xerox of that form along. Based on this information, try to determine if the property is eligible for the National Register.

SHPO RESPONSE: If we don't think the property meets the National Register criteria or if we need more information, we will let you know.

If, in our opinion, the property does not meet National Register criteria, the work may proceed without further consultation. You may, of course, dispute our findings.

If, in our opinion, the property meets these criteria, we will tell you. You may dispute our findings. If the property meets the National Register criteria, the proposed work should follow the Secretary of the Interior's Standards for Rehabilitation. We will tell you if it does or doesn't. If it does, proceed on the basis of a no adverse effect determination concurred in by the Advisory Council on Historic Preservation. If it doesn't, we will recommend modification we hope you accept. If you don't want to or can't, we will need to talk further about the details of the case.

Attachment: DPR 523A&B
12/02

BUILDING, STRUCTURE, AND OBJECT RECORD

Page 2 of

*NRHP Status Code

*Resource Name or # (Assigned by recorder) S-

B1. Historic Name:

B2. Common Name:

B3. Original Use:

B4. Present Use:

*B5. Architectural Style:

*B6. Construction History: (Construction date, alterations, and date of alterations)

*B7. Moved? ☐No ☐Yes ☐Unknown Date:

Original Location:

*B8. Related Features:

B9a. Architect:

b. Builder:

*B10. Significance: Theme:

Area:

Period of Significance:

Property Type:

Applicable Criteria:

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

B11. Additional Resource Attributes: (List attributes and codes) AP

*B12. References:

B13. Remarks:

(Sketch Map with north arrow required.)

*B14. Evaluator:

*Date of Evaluation:

(This space reserved for official comments.)

BUILDING, STRUCTURE, AND OBJECT RECORD

Page 2 of

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*Resource Name or # (Assigned by recorder) S-

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Original Location:

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B9a. Architect:

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(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

B11. Additional Resource Attributes: (List attributes and codes) AP

*B12. References:

B13. Remarks:

(Sketch Map with north arrow required.)

*B14. Evaluator:

*Date of Evaluation:

(This space reserved for official comments.)

**COMBINED NOTICE OF FINDING OF NO SIGNIFICANT IMPACT
AND INTENT TO REQUEST RELEASE OF FUNDS**

(DATE OF NOTICE)

El Dorado County
Department of Human Services
3057 Briw Road
(530) 642-7300

This Notice shall satisfy the above-cited two separate but related procedural notification requirements.

REQUEST FOR RELEASE OF FUNDS

On or about (AT LEAST ONE DAY AFTER THE END OF THE COMMENT PERIOD) the El Dorado County Department of Human Services submit a request to the State Department of Housing and Community Development for the release of Community Development Block Grant funds under Title 1 of the Housing and Community Development Act of 1974, as amended, to undertake a project known as El Dorado County Housing Rehabilitation program, for the purpose of rehabilitating single family homes in the unincorporated areas of El Dorado County.

FINDING OF NO SIGNIFICANT IMPACT

The El Dorado County Department of Human Services has determined that the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required. Additional project information is contained in the Environmental Review Record (ERR) on file at El Dorado County Department of Human Services, 937 Spring Street, Placerville, California and may be examined or copied weekdays from 9:00 A.M. to 4:00 P.M.

PUBLIC COMMENTS

Any individual, group, or agency disagreeing with this determination or wishing to comment on the project may submit written comments to the El Dorado County Department of Human Services. All comments received by (IF NOTICE PUBLISHED: NOTICE DATE PLUS FIFTEEN DAYS) will be considered by the Department of Human Services prior to authorizing submission of a request for release of funds. Commentors should specify which part of this Notice they are addressing.

RELEASE OF FUNDS

The El Dorado County Department of Human Services certifies to the State of California that Daniel Nielson in his capacity as Director of the Department of Human Services

consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. The State of California's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities, and allows the El Dorado County Department of Human Services to use Program funds.

OBJECTIONS TO RELEASE OF FUNDS

The State of California will consider objections to its release of funds and El Dorado County Department of Human Services certification received by (ANTICIPATED DATE OF HUD/STATE RECEIPT OF RROF/C PLUS FIFTEEN DAYS) or a period of fifteen days from its receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer or other officer of the Department of Human Services approved by the State of California; (b) the Department of Human Services has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR Part 58; (c) the grant recipient or other participants in the project have committed funds or incurred costs not authorized by 24 CFR Part 58 before approval of a release of funds by the State of California; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58) and shall be addressed to the State Department of Housing and Community Development at P.O. Box 952054, MS 330, Sacramento, CA 94252-2054. Potential objectors should contact the State of California to verify the actual last day of the objection period.

Daniel Nielson, M.P.A.
Director of Human Services
County of El Dorado

Request for Release of Funds and Certification

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

OMB No. 2506-0087
(exp. 3/31/2011)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) Community Development Block Grant	2. HUD/State Identification Number	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s) CFDA No. 14.218	5. Name and address of responsible entity El Dorado County Department of Human Services 3057 Briw Road, Bldg. A Placerville, CA 95667	
6. For information about this request, contact (name & phone number) Cynthia Wallington (530) 621-7266	7. Name and address of recipient (if different than responsible entity) (same as above)	
8. HUD or State Agency and office unit to receive request State Department of Housing and Community Development 1800 Third St, Ste 330, Sacramento CA 94252		


The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s) El Dorado County Housing Rehabilitation Program	10. Location (Street address, city, county, State) 3057 Briw Road, Bldg. A Placerville, CA 95667
--	--

1. Program Activity/Project Description
For the purpose of rehabilitating single family homes in the unincorporated areas of El Dorado County.

Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

-  The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
 3. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal ☐ did ☒ did not require the preparation and dissemination of an environmental impact statement.
 4. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
 5. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
 6. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

7. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
8. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity

Title of Certifying Officer

Director of Human Services

Date signed

X

Address of Certifying Officer

E1 Dorado County Department of Human Services, 3057 Briw Road Bldg. A, Placerville CA 95667

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient

Title of Authorized Officer

n/a

Date signed

X

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE****Community Development Block Grant Section (CDBG)**

1800 Third Street, Suite 330
P. O. Box 952054
Sacramento, CA 94252-2054
(916) 552-9398
FAX (916) 327-8823



February 27, 2008

Ms. Joyce Aldrich
HCED Manager
550 Main Street, Ste C
Placerville, California 95667

RE: Program Income Reuse Plan Approval

Dear Ms. Aldrich:

We are in receipt of your jurisdiction's draft Program income Reuse Plan, dated February 19, 2008. We have reviewed the plan, and find it to be acceptable. You may now have the Plan adopted by your jurisdiction's governing body, preceded by a properly noticed public hearing. The new Plan may be implemented following adoption. Please keep a copy of the enclosed Plan, the adopted Plan and this letter for your records.

Thank you for your attention to this matter. If you have any questions, please call either of us at our phone number listed below.

Sincerely,

Harry Faris
CDBG General Allocation Representative
(916) 319-8444

Dave Nelson
CDBG Economic Development Representative
(916) 319-8479

Enclosure

cc: Living File

RECEIVED

FEB 28 2008

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT SECTION

PROGRAM INCOME REUSE PLAN AMENDMENT 3

Amended January 8, 2008

County of El Dorado

A Reuse Plan Governing Program Income from CDBG-Assisted Activities

The purpose of this Reuse Plan is to establish guidelines on the policies and procedures for the administration and utilization of program income received as a result of activities funded under the State Community Development Block Grant Program.

Need for Plan Governing Reuse of Program Income. This Reuse Plan is intended to satisfy the requirement specified in Federal Statute and regulation at Section 104(j) of the Housing and Community Development Act ("the Act"), as amended in 1992 and 4 CFR 570.489 (e) (3). These statutory and regulatory sections permit a unit of local government to retain program income for CDBG-eligible community development activities. Under federal guidelines adopted by the State of California's CDBG program, local governments are permitted to retain program income so long as the local government has received advance approval from the state of a local plan that will govern the expenditure of the program income. This plan has been developed to meet that requirement.

Program Income Defined. Program Income is defined in federal regulations at 24 CFR 570.489 (e), which specifies that program income is the gross income received by the jurisdiction that has been directly generated from the use of CDBG funds. (For those program income-generating activities that are only partially funded with CDBG funds, such income is prorated to reflect the actual percentage of CDBG participation). Examples of program income include: payments of principal and interest on housing rehabilitation or business loans made using CDBG funds; interest earned on program income pending its disposition, and interest earned on funds that have been placed in a revolving loan fund account; net proceeds from the disposition by sale or long term lease of real property purchased or improved with CDBG funds; income (net of costs that are incidental to the generation of the income) from the use or rental of real property that has been acquired, constructed or improved with CDBG funds and that is owned (in whole or in part) by the participating jurisdiction or sub recipient.

If the total amount of income generated from the use of CDBG funds (and retained by the County) during a single program year (July 1 through June 30) is less than \$25,000, then these funds shall not be deemed to be program income and shall not be subject to these policies and procedures. Costs incurred that are incidental to the generation of Program Income may be deducted from the gross income to determine the Program Income amount. *However, Quarterly and Annual Program Income Reports must be submitted regardless of whether the \$25,000 threshold is reached or not. Costs incurred that are incidental to the generation of Program Income may be deducted from the gross program revenue to determine the net Program Income amount.

***General Administration (GA) Cost Limitation.** Up to eighteen percent (18%) of the total program income expended on all activities during a single program year may be used for CDBG general administration expenses.

Reuses of Program Income. Program income must be: a) disbursed for an activity funded under an open grant prior to drawing down additional Federal funds; b) forwarded to the State of California, Department of Housing and Community Development (Department); or c) distributed according to this Program Income Reuse Plan that has been approved by Department. The County's program income will be used to fund *eligible* CDBG activities that meet a *national objective*. Eligible activities and national objective requirements are specified in federal statute at Section 105(a) and in federal regulations at 24 CFR 570.482 and 24 CFR 570.483. The Reuse Plan shall specify all proposed uses of these funds and the Plan shall be adopted by the local governing body after compliance with the locality's citizen participation process as specified in Federal Regulations at 24 CFR 570.486, Local Government Requirements.

The Reuse Plan shall specify all proposed uses of RLF funds and the local governing body shall adopt this plan after compliance with the County's citizen participation process as specified in the County's Citizen Participation Plan.

The County reserves the option of utilizing program income to fund/augment a CDBG funded activity included in a grant agreement. The County will first follow the citizen participation process, hold a public hearing, obtain a governing body resolution, and obtain approval from the State CDBG Program.

Three revolving loan accounts (RLAs) are established to utilize the program income.

Distribution for Reuse of Program Income. The County's program income that has not been committed to open grant activities will be distributed, as follows:

The allocations to the RLAs are as follows:

- 1) X Disburse into a housing rehabilitation revolving loan fund.
- 2) X Disburse into an economic development revolving loan fund.
- 3) X Disburse into a housing acquisition revolving loan fund.

The purposes and allowed uses of funds under these RLF's are, as follows:

Housing Rehabilitation Revolving Loan Fund. This fund will be principally used for the purpose of making loans to rehabilitate residential units occupied by households, which have an annual income, which is 80 percent (80%), or less of the county's median income. At least 51% of the funds expended for activities funded under this RLF shall be used on revolving activities (i.e., loans). No more than 25% of the program income funds received during the program year shall be expended for housing rehabilitation grants. No more than 12% of the funds expended from this RLF shall be used for activity delivery costs. No more than 18% of the amount expended annually may be expended for general administrative costs related to this RLF activity. In any event, the total expended for non-revolving activities (grants, activity delivery costs, and general administration) shall not exceed 49% of the total funds expended during the program year (July 1 through June 30).

The review and funding of requests for CDBG loan or grant assistance under this RLF shall be conducted under the Housing Rehabilitation Program Guidelines that have been adopted by the County. All assistance provided to activities under this RLF shall be made for activities that are located within the County's jurisdiction.

If the activities funded under the RLF are for the same activities as those funded under an open State CDBG grant agreement, then the funds available in this RLF shall be expended prior to drawing down funds from the State CDBG program.

Program income may be allocated to grant activities or to grant applications, including cash match for planning grants.

Business Expansion and Retention RLF. This fund will be used to provide "gap" financing for businesses that can document the need for CDBG assistance and that will create or retain qualifying permanent jobs that will be principally filled by members of households which have an annual income that is 80% or less than the county's median household income, adjusted for household size. At least 51% of the funds expended for activities funded under this RLF shall be used on revolving activities (i.e., loans). No more than 25% of the program income funds received during the program year shall be expended for grants for public infrastructure improvements that are needed to accommodate a specific business expansion or retention project. No more than 10% of the total funds expended for business assistance activities shall be used for activity delivery costs. No more than eighteen percent (18%) of the amount expended annually may be expended for general administrative costs related to this RLF activity. In any event, the total expended for non-revolving activities (grants, activity delivery costs, and general administration) shall not exceed 49% of the total funds expended during the program year (July 1 through June 30).

If the activities funded under the RLF are for the same activities as those funded under an open State CDBG grant agreement, then the funds available in this RLF shall be expended prior to drawing down funds from the State CDBG program.

The review and funding of requests for CDBG loan or grant assistance under this RLF shall be conducted under the federal underwriting guidelines specified at 24 CFR 570.482 (e) that have been adopted by the County and incorporated in the RLF's project review procedures. These guidelines will ensure that the amount and terms of the CDBG assistance are appropriate given the documented needs of the business and given the amount of public benefit (job creation/retention) that will result from the CDBG-assisted project. In addition, any activity requesting funding under this RLF shall be deemed to be eligible under Section 570.482 and Section 105(a) of the Act and shall be determined to provide sufficient public benefit as specified under Section 570.482 (f). Any CDBG assistance for infrastructure shall meet the requirement of Section 570.483 (b) (4) (F), which requires ongoing job tracking for all businesses that initially, benefit from an infrastructure project as well as any subsequent business(s) benefiting from these improvements. All assistance provided to activities under this RLF shall be made for activities that are located within the County's jurisdiction.

When available, a minimum balance of \$100,000 will be maintained in the revolving loan fund for economic development loans. The balance of program income will be disbursed into the housing rehabilitation revolving loan funds to make housing rehabilitation loans available to eligible applicants throughout the unincorporated part of El Dorado County.

Housing Acquisition: Homebuyer Assistance programs may assist income-eligible homebuyers to purchase new or existing homes, and may include any necessary rehabilitation. A new home is defined as a unit, which at the time of application/sales contract has a foundation in place. The County proposes to provide housing acquisition allowing TIG households "gap" financing to purchase affordable housing in the jurisdiction. First time homebuyers program will consist of "silent" second (2nd) mortgages not to exceed \$100,000 per unit.

This fund will be principally used for the purpose of making loans to income-eligible first time homebuyers to purchase new or existing homes, that have an annual income, which is 80 percent (80%), or less of the county's median income. At least 51% of the funds expended for activities funded under this RLF shall be used on revolving activities (i.e., loans). No more than 8% of the funds expended from this RLF shall be used for activity delivery costs. No more than 18% of the amount expended annually may be expended for general administrative costs related to this RLF activity. In any event, the total expended for non-revolving activities (grants, activity delivery costs, and general administration) shall not exceed 49% of the total funds expended during the program year (July 1 through June 30).

If the activities funded under the RLF are for the same activities as those funded under an open State CDBG grant agreement, then the funds available in this RLF shall be expended prior to drawing down funds from the State CDBG program.

Reporting and Federal Overlay Compliance: The County shall comply with all State CDBG reporting requirements, including submittal of an annual Grantee Performance Report for each Revolving Loan Account (RLA) and submittal of the required Quarterly and Annual Program Income Reports, which show combined receipts and actual expenditures from all RLAs on one report (due by August 15). The County shall ensure that the use of program income under the Reuse Plan complies with all CDBG program requirements, including citizen participation, environmental review, equal opportunity, Section 3 employment, lead-based paint, labor standards, procurement and property management, and maintenance of adequate accounting and recordkeeping systems. To ensure ongoing compliance with CDBG requirements, the County shall utilize the latest available State CDBG Program Grant Management Manual for guidance on compliance procedures and policies. The County shall obtain the Department's written approval before proceeding with any program income funded activity.

Revising this Plan: The County Board of Supervisors has the authority to amend this document with a properly noticed Board meeting and approval by the State Department of Housing and Community Development (HCD).

CERTIFICATION:

I, Doug Nowka, designated by the elected official of the County of El Dorado to oversee the use of CDBG program income received by the County, do hereby certify that the County complies with all State CDBG program requirements related to the proper use of program income, required reporting of program income, and accurate record keeping that tracks the receipt and expenditure of program income.

Signed:

Dated:

Doug Nowka

1/22/08



RESOLUTION NO. 08-2008

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

RESOLUTION APPROVING AMENDMENT 3 TO THE EL DORADO COUNTY REUSE PLAN GOVERNING PROGRAM INCOME FROM CDBG-ASSISTED ACTIVITIES TO ENSURE ONGOING COMPLIANCE WITH STATE REGULATIONS AND TO ALLOW PROVISION OF ASSISTANCE TO HOUSING REHABILITATION, HOUSING ACQUISITION AND BUSINESS EXPANSION AND RETENTION APPLICANTS/RECIPIENTS AND AUTHORIZING THE DIRECTOR OF HUMAN SERVICES, OR SUCCESSOR DIRECTOR, TO SIGN THE AMENDED PLAN AND SUBMIT IT TO THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

WHEREAS, it is necessary to amend the El Dorado County Program Income Reuse Plan for the purposes of ensuring ongoing compliance with new and modified State regulations and to clarify allowable uses of Program Income, and

WHEREAS, a Public Hearing has been conducted on this date to allow public comment and input on the proposed amendment, and

WHEREAS, Doug Nowka, Director of Human Services, is the official designated to oversee the use of CDBG program income received by the County.

NOW THEREFORE BE IT RESOLVED, by the El Dorado County Board of Supervisors that the Director of Human Services, or successor, is authorized and directed to sign the amended Program Income Reuse Plan on behalf of the County and submit same to the California Department of Housing and Community Development.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 8th day of January, 2008, by the following vote of said Board:

Attest:
Cindy Keck
Clerk of the Board of Supervisors

By: Marcie MacFarland
Deputy Clerk

Ayes: Santiago, Sweeney, Dupray, Baumann, Briggs

Noes: None
Absent: None

Rusty Dupray
Rusty Dupray, Chairman, Board of Supervisors

I CERTIFY THAT:
THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DATE: 1/10/08

Attest: CINDY KECK, Clerk of the Board of Supervisors of the County of El Dorado, State of California.

By: Marcie MacFarland

COMMUNITY DEVELOPMENT BLOCK GRANT

HOUSING REHABILITATION PROGRAM GUIDELINES

APPLICANT ELIGIBILITY

A. Conflict of Interest

In accordance with title 24, Section 570.611 of the Code of Federal Regulations, no member of the governing body of the locality and no other official, employee, or agent of the County government who exercises policy, decision-making functions (including members of the loan committee and officers, employees, and agents of the loan committee, the administrative agent, contractors and similar agencies), or responsibilities in connection with the planning and implementation of the program shall directly be eligible for this program, unless the application for assistance has been reviewed and approved according to applicable California Department of Housing and Community Development (HCD) guidelines. This ineligibility shall continue for one year after an individual's relationship with the County ends.

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 Construction Supervisor to be part of the scope of work. Owner/builders are not reimbursed for labor.)

B. Eligible Property Owners

1. Owner Occupant – To be eligible, household income must be equal to, or less than, the applicable HCD income guidelines. Owner will be required to provide income documentation. (See attached Annual Household Income Definition/Income Limits). All persons in the residence are considered household members for the purpose of income eligibility.
2. Owner-Investor – To be eligible, owners of rental property must rent to low-income households with incomes that are equal to, or less than, the applicable HCD income guidelines. Tenants will be required to provide income documentation. (See attached Annual Household Income Definition/Income Limits). All owners will be subject to a rent limitation agreement for a minimum of five (5) years.

C. Occupancy

No unit to be rehabilitated will be eligible if it is currently occupied by an HCD ineligible household. Rental households occupying such units will be allowed to remain in the units. To prevent owners from evicting ineligible tenants before applying for the program, the owner must certify that no tenant has been forced to move without cause the previous six months.

D. Fair Housing

This program will be implemented in ways consistent with the county's commitment to Fair Housing. No person shall be excluded from participation in, denied the benefit of, or be

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COMMUNITY DEVELOPMENT BLOCK GRANT

subjected to discrimination under any program or activity funded in whole or in part with CDBG funds on the basis of his or her religion or religious affiliation, age, race, color, ancestry, national origin, sex, marital status, familial status (children), physical or mental disability, sexual orientation, or other arbitrary cause.

E. Temporary Relocation

1. Tenants will be informed of their eligibility for temporary relocation benefits if occupancy during rehabilitation constitutes a danger to health and safety of tenant or public danger or is otherwise undesirable because of the nature of the project. Relocated tenants will receive increased housing costs, payment for moving and related and appropriate advisory services, as detailed in the County of El Dorado's "Residential Antidisplacement and Relocation Assistance Plan", attached to these guidelines.
2. Owner occupants are not eligible for temporary relocation benefits, unless health and safety threats are determined to exist by the project coordinator/construction supervisor.

II. PROPERTY ELIGIBILITY

A. Location

Units to be rehabilitated must be located within the unincorporated areas of El Dorado County.

B. Rehabilitation Standards

All repair work will meet Uniform Building Code standards. The priority will be the elimination of health and safety hazards. Upon completion of rehabilitation work all units must meet, at a minimum, Housing and Urban Development Housing Quality Standards.

C. Property Investments

All improvements must be physically attached to the property and permanent in nature. General property improvement and luxury items are not permitted.

D. Lead-Based Paint

El Dorado County excludes properties constructed prior to 1978 that fall under HUD Lead-Based Paint (LBP) Regulations, unless a grant will provide the funds necessary to do the repairs. Homeowners will receive a copy of "Protect Your Family from Lead in Your Home" as disclosure notification concerning lead-based paint hazards. A certified lead-based paint inspector will evaluate the unit for defective paint surfaces to ensure that all federal lead-based paint procedures, including any abatement, are followed according to Federal LBP regulations as listed in 24 CFR 35. The costs associated with meeting these requirements are eligible to be paid for with CDBG funds, and should be considered through program design.

COMMUNITY DEVELOPMENT BLOCK GRANT

III. FINANCING

Owner Occupant

1. Limits – An eligible owner may qualify for the full cost of the rehabilitation work needed to comply with Uniform Building Code standards. Maximum assistance with CDBG funds is \$40,000. Additional funds may be available on a case by case basis upon approval of the Loan Review Committee. Total indebtedness against property will not exceed 95 percent of after rehabilitation value. Rehabilitation costs for CDBG-funded jobs may be supplemented with personal financing or with other loan or grant programs, which are sources of leverage for the County.
2. Types of Financing and Terms
 - a. Amortized Loans – Interest bearing loan at 3% simple interest for 15 years, secured by a deed of trust, with either fully amortized principal and interest payments or interest-only payments with periodic income reviews.
 - b. Deferred Payment Loans (DPL) – Interest bearing loan at 3% simple interest, secured by a deed of trust, with no payback required until the participant sells or transfers title or discontinues residence in the dwelling, unless sold or transferred to a targeted income group household (see IV .A.2). Payments may be made voluntarily on a DPL.
 - c. Grants are limited to lead based paint with a maximum \$7,500 per household. The total CDBG program funds distributed as grants shall not exceed \$40,000.
3. Determining Eligibility
 - a. Applicants will be selected for assistance loans under CDBG on a first come, first served basis. All applicants will have to be approved by the County Loan Review Committee to be determined eligible.

B. Owner/Investor

1. All owner/investor rehabilitation properties will have a fully amortized loan with 5% simple interest for maximum up to 15-year loan term.
2. Owners will be required to submit a rent limitation agreement for 5 years upon closing of escrow. Owners are required to rent to low income households not to exceed CDBG 80% income guidelines. In no instance shall rents exceed the U.S. Department of Housing and Urban Development (HUD) Fair Market Rent (FMR) schedule, as updated annually, while the RLA is in effect. Rents will be monitored on an annual basis.

COMMUNITY DEVELOPMENT BLOCK GRANT

IV. RESIDENCY REQUIREMENTS

A. Owner Occupant

1. Owner occupants will be required to submit to the County between January 1 and the 15 of each year for the term of the loan:
 - a. Proof of occupancy in the form of a copy of a current utility bill.
 - b. Statement of unit's continued use as a residence.
 - c. Declaration that other titleholders do not reside on the premises.
2. In the event that an owner occupant sells, transfers title, or discontinues residence in the rehabilitated or purchased property for any reason, the loan is due and payable.
 - a. If the owner occupant sells or otherwise transfers title of the property to a targeted income group household, the County will consider subordinating the loan and continuing all or part of the lien as a DPL.
 - b. If the owner occupant dies, and if the heir to the property lives in the house and is income eligible, the heir may be permitted upon approval of the County of El Dorado, to assume the loan at the rate and terms the heir qualifies for under current participation guidelines.
 - c. If the owner occupant dies and the heir is not income eligible, the loan is due and payable.
 - d. If the owner occupant dies and the heir is not income eligible, but he or she chooses to rent the unit to TIG households and agrees to comply with owner investors restrictions, the heir may be permitted upon approval of the County of El Dorado, to assume the loan at the same rate and terms offered owner investors under current program guidelines. If the heir/owner investor does not comply with owner investor restrictions, the loan is due and payable.
3. If an owner occupant wants to convert the rehabilitated property to a rental unit, the owner must notify the County in advance. If the County approves the conversion of an owner occupied unit to a rental, the owner will be required to comply with the provisions of the owner investors guidelines, including rent limitation provisions and financing arrangements.
4. If an owner wants to convert the rehabilitated property to any commercial or non-residential use, the loan is due and payable.

B. Owner-Investor

1. If an owner-investor sells or transfers title of the rehabilitated property for any reason, the loan is due and payable.

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COMMUNITY DEVELOPMENT BLOCK GRANT

2. An owner-investor may convert a rental property to his or her personal residence if all conditions below exist:
 - a. He or she can prove that the previous tenant was not evicted without cause.
 - b. He or she is income eligible.
 - c. He or she requests approval from the County.
3. If an owner investor converts a rental property, rehabilitated with CDBG funds, to his or her personal residence, but he or she is not income eligible, the loan is due and payable.

V. DEFAULT AND FORECLOSURE

If an owner defaults on a loan, and foreclosure procedures are instituted, they shall be carried out according to the CDBG Foreclosure Policy adopted by the County, and attached to these guidelines. Property owners in default on a loan must cure the default prior to making application for additional loan funds.

VI. INSURANCE

A. Fire Insurance

The applicant shall maintain fire insurance on the property for the duration of the loan(s). This insurance must be an amount adequate to cover all encumbrances on the property. The insurer must identify the County as Loss Payee for the amount of the loan(s). A binder shall be provided to the County.

In the event the applicant fails to make the fire insurance premium payments in a timely fashion, the County of El Dorado, at its option, may make such payments for a period not to exceed 60 days. The County may, in its discretion and upon the showing of special circumstances, make such premium payments for a longer period of time. Should the County of El Dorado make any payments, it may, in its sole discretion, add such payments to the principle amount that the applicant is obligated to repay the County under this program.

B. Flood Insurance

In areas designated by HUD as flood prone, the owner is required to maintain flood insurance in an amount adequate to secure the Rehabilitation Loan. This policy must designate the County as Loss Payee. The premium may be paid by the Rehabilitation Loan for one year.

VII. LOAN OR GRANT APPROVAL

The CDBG Loan Review Committee must approve all loans and grants. In order to obtain CDBG financing, applicants must meet all property and eligibility guidelines in effect at the time of loan approval. Applicants will be provided written notification of approval or denial. Reason for denial will be provided to applicant in writing.

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I. REPAIR CALLBACKS

In the event that a contractor must be called back to make corrections on rehabilitation work items that are not covered by the one-year warranty, the County has the option to cover the costs through the current CDBG construction budget.

IX. PROGRAM COMPLAINT AND APPEAL PROCEDURE

Complaints concerning the CDBG Housing Rehabilitation Program should be made to the Project Contractor first. If unresolved in this manner, the complaint or appeal shall be made in writing and filed with the County. The County will then schedule a meeting with the CDBG Loan Review Committee. Their written response will be made within fifteen (15) working days. If the applicant is not satisfied with the committee's decision, a request for an appeal may be filed with the County Council. Final appeal may be filed in writing with HCD within one year after denial or the filing of the Project Notice of Completion.

Grievances between participants and grantee:

Any applicant denied assistance from the Program has the right to appeal this decision. The appeal must be made in writing to the County. The County has 30 days to review the appeal, seek recommendations from the loan committee or the Board of Supervisors, and respond in writing to the applicant.

Participants will be required to sign a Program Dispute Resolution procedure (Attached to guidelines) which provides the following steps toward reaching a resolution:

Any applicant denied assistance from the Program has the right to appeal. An appeal should include a statement explaining your reason for appeal. The appeal must be made in writing to:

El Dorado County
Department of Human Services, ~~Housing~~ HCED Programs
~~937 Spring Street~~ 3057 Briw Road, Suite A
Placerville, CA 95667
Attn: ~~Shawna Purvines~~ Program Manger

El Dorado County has 30 days to review the appeal, seek recommendations from the Loan Review Committee or the Board of Supervisors, and respond in writing to the applicant.

If you are unable to reach an acceptable resolution with the County, you have a right to submit your appeal to the U.S. Department of Housing and Urban Development and/or to the Department of Fair Employment and Housing. This appeal must be made in writing to:

U.S. Department of Housing and
Urban Development
Assistant Secretary for Fair Housing

Department of Fair
Employment and Housing
2000 O Street, #120

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and Equal Opportunity
Washington, D.C. 20410

Sacramento, CA 95814-5212

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 attorneys' fees and costs of arbitration.

Participants will be required to sign a Contractor Dispute Resolution procedure (Attached to guidelines) which provides the following steps toward reaching a resolution:

1. Contact Your Contractor and State Your Complaint in Writing. Before contacting the Lender, you must first communicate your dispute to the contractor and attempt to have the contractor resolve your complaint. It will be helpful if you list your problems with the contractor's work in writing and give the contractor a copy of this list. We advise you to immediately communicate to your contractor any problems you may have with his or her work, as delay may increase the difficulty or expense involved in correcting the problem. Be sure to send a copy of your written complaint to the Lender.
2. Contact the Lender if the Contractor is unwilling to address your complaint. If you are unable to reach an acceptable resolution of your problem with the contractor, contact the Lender so that a representative can visit your house and inspect the disputed work. If your problem involves a question of building code compliance, you must also contact your local building department to bring the problem to their attention. The Lender will then determine whether the contractor's work is in compliance with the terms of your contract and, in consultation with the local building department, whether the work meets building code requirements.

If the Lender, in consultation with the local building department, finds that the contractor's work does not comply with your contract or the building code requirements, the Lender will advise the contractor to correct the problem or face cancellation of your contract. If the contractor refuses to correct the problem, you will then be advised to select another contractor to correct the deficiency and complete the remaining work. If, however, the Lender finds that the contractor's work complies with the terms of your contract and the local building codes, the Lender may require that you approve payment to the contractor or face cancellation of your loan. Please be aware that if you fail to approve payment to the contractor, the contractor may place a lien against your property. The Lender reserves the right to pay the contractor for work completed from your loan escrow account.

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3. File a Written Complaint with the Contractors State License Board. Whether or not you agree with the Lender's findings, you may file a written complaint with the California Contractors State License Board and seek to recover monetary damages from the contractor's bond. The Lender will advise you on how to file such a complaint. Remember that if the Lender determines that the contractor's work has been satisfactorily completed, and you still refuse to authorize payments to the contractor, the Lender may cancel your loan.
4. This Process Covers Work Approved by the Lender Only. Only rehabilitation work approved by the Lender and included in the work write-up and bid package (including any changes to those documents authorized by the Lender), is covered by this dispute resolution process. Any other rehabilitation work you may authorize is not the responsibility of the Lender, and disputes arising from such work will not be covered by the terms of your loan. You will still be responsible for completing rehabilitation work covered by your loan in a timely manner, even if you have a dispute with the contractor involving other rehabilitation work.

XI. CONTRACTING PROCEDURES

- All housing rehabilitation work must be carried out using the CDBG adopted housing rehabilitation guidelines.
- The County will prepare the bid package (Work Write Up) and assist the homeowner in negotiating the contract.
- The homeowner will select the contractor.
- All contractors must be checked and cleared with HUD's federal debarred list of contractors.
- All contractors must be actively licensed and bonded with the State of California.
- All contractors must have public liability insurance to the County required limits, Workmen's Compensation Insurance, unemployment and disability insurance.
- All contractors must comply with CDBG federal and state regulations.
- A Notice of Completion must be recorded with the County Recorder.

XII. SWEAT EQUITY

Participants who wish to perform sweat equity will sign a written commitment itemizing the work they will perform, a time schedule for completion and a dollar value of the contribution. Owners that contribute sweat equity that involves painting will not participate in activities that include the abatement or mitigation of lead paint hazards. The County reserves the right to determine if the owner is capable of owner/builder rehabilitation work.

Owner/builders are reimbursed for materials purchased which are verified by invoice or receipt and used on the job. Reimbursement occurs after the installation is verified by the Construction Supervisor to be part of the scope of work. Owner/builders are not reimbursed for labor.

XIII. AMENDMENTS

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Amendments to these guidelines may be made by the county and submitted to Housing and Community Development Community Development Block Grant Housing Rehabilitation Program for approval.

IV. EXCEPTIONS

Exceptions to these guidelines will require HCD approval.

XV. ATTACHMENTS

The following documents are attached and form a part of these guidelines:

- (1) Annual Household Income Definition/Income Limits
- (2) Residential Anti-displacement and Relocation Assistance Plan
- (3) CDBG Foreclosure Policy
- (4) CDBG Housing Conditions and Eligible Costs
- (5) Program Management
- (6) Program Grievance Resolution
- (7) Contractor Dispute Resolution

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Attachment 1 ANNUAL HOUSEHOLD INCOME DEFINITION

For the purposes of determining eligibility in accordance with HCD income guidelines, Annual Income will include, for all members of the household:

- 1) Gross wages and salary before deductions.
- 2) Net money income from self-employment.
- 3) Cash income received from such sources as rental units, Social Security benefits, pensions, and periodic income from insurance policy annuities.
- 4) Periodic cash benefits from public assistance and other compensation, including AFDC, SSI, Worker's Compensation, State Disability Insurance and Unemployment benefits.
- 5) Interest earned on savings and investments.

Annual Income will not include

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

This is not meant to be a complete list. Grantee will make the final decision in situations where the classifications of income are not clear-cut. Any exceptions or other deviations from this definition of annual income will be considered by Grantee. Income verifications will be obtained through third part verification where possible. In addition, El Dorado County will require, when necessary, certified Federal Income Tax documents for the most recent year.

INCOME LIMITS AND ELIGIBILITY

The calculation of income eligibility for owner-occupant applicants will include an evaluation of assets to the extent that such assets produce income (such as interest or rent). The County will also consider assets in its overall evaluation of the applicant's financial need, and may reject an applicant who is income qualified if the County determines the applicant is not financially needy. The County will not consider the value of the applicant's primary residence in making this determination. An evaluation of financial need will be based on the following criteria:

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- The extent to which non-income earning assets could be readily converted to income earning assets.
- The liquidity of assets held by the applicant (i.e., the ability of the applicant to convert those assets to cash to finance the rehabilitation work or to borrow against the assets to obtain private financing).
- The extent to which the applicant relies on income from assets to meet basic living expenses (housing, food, clothing, and medical expenses for the applicant and the applicant's household) and whether the loss of income would jeopardize the applicant's ability to meet those basic expenses.
- Whether the applicant could afford to make payments at market interest rates on a privately financed loan secured by the applicant's assets.
- In most cases an applicant's debt-to-income ratio may not exceed 50%. Applicants exceeding 50% debt to income will be considered on a case-by-case basis by the County/Loan Review Committee.

Income will be defined as the gross amounts received from all sources for all household members, excluding one-time monetary gifts or winnings of \$100 or less. Income from business operations will be calculated as the difference between gross monetary receipts less actual monetary outlays related to business operations (but excluding depreciation or other deductible expenses for tax purposes which do not represent actual cash outlays).

Benefit to Targeted Income Group. Only households earning 80% or less of the County median income will be eligible for assistance under the proposed program. The benefit to targeted-income group households will be 100%. To ensure that lowest targeted income group households (households earning 50% or less of the County median income) benefit from the proposed program, the County will give first priority to very low-income loan applicants if there are more applicants than available funds, and will provide the most generous loan terms to very low-income applicants as financially necessary (deferred loans, longer amortization period, etc.).

DBG PROGRAM INCOME LIMITS

FY 2009-2010 Area median income \$ 72,83,100

1 PERSON	2 PERSONS	3 PERSONS	4 Persons
\$40,800 <u>950</u>	\$46,600 <u>800</u>	\$52,450 <u>650</u>	\$58,250 <u>500</u>
5 PERSONS	6 PERSONS	7 PERSONS	8 PERSONS
\$62,900 <u>3,200</u>	\$67,550 <u>900</u>	\$72,250 <u>550</u>	\$76,900 <u>7,250</u>

The program income limits will be updated annually to reflect current limits.

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Attachment 2 RELOCATION ASSISTANCE PLAN

The County of El Dorado will provide relocation assistance to displaced targeted Income Group households and/or replace all occupied and vacant occupiable Targeted Income Group dwelling units, which are rehabilitated, reconstructed, demolished, or converted to a use other than Targeted Income Group housing as a result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in the Federal Register, 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 and Real Property Acquisition Regulations Final Rule and Notice (URA) dated March 2, 1989.

This project will be implemented in ways consistent with the County'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 County 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 CDBG assisted activities.

A. Temporary Relocation during Housing Rehabilitation or Reconstruction

Consistent with the goals and objectives of activities assisted under the Act, the County will take the following steps to minimize the displacement of persons from their homes during housing rehabilitation or reconstruction funded by the State of California's CDBG program:

1. Stage rehabilitation of assisted housing to allow owner occupants and/or tenants to remain during rehabilitation.
2. Encourage temporarily displaced owner occupants to move in with family or friends during the course of rehabilitation, since they are voluntarily participating and not entitled to relocation benefits, unless health and safety threats exist, as explained below.
3. Encourage owner investors to relocate tenants to available vacant units during the course of rehabilitation or pay expenses on behalf of replaced tenants.
4. Required owner investors who participate in assisted rehabilitation to agree to continue to rent to Targeted Income Group tenant and agree to rent limitations, for a period of at least five years.
5. Provide counseling and referral services to assist displaced persons to find alternate housing in the neighborhood.
6. Work with area landlords, real estate brokers, and/or hotel/motel management to locate vacancies for households facing displacement.
7. When necessary, use public funds, such as CDBG funds, to pay moving costs and provide relocation payments to households displaced by assisted activities.

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B. 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. Determination of the need for temporary relocation period will not exceed 90 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. He or she may move in with family and friends and still receive full or partial temporary assistance. A tenant receiving temporary relocation shall receive the following:

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

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Temporary Relocation of Owner Occupied

Since all rehabilitation work for owner occupants is voluntary, an owner occupant may only be eligible for temporary relocation benefits when his or her residential unit is approved for reconstruction or during rehabilitation that would endanger the health and safety of occupants if they remained in the house during rehabilitation. Determination of the need for temporary relocation will be made by the program administrator or construction supervisor. Allowable temporary relocation expenses are the same as those listed above for tenants.

D. Displacement Activities Required Long-term Relocation Assistance

Persons displaced by projects assisted in whole or in part with funds provided under the Housing and Community Development Act of 1974, as amended, are eligible for permanent relocation assistance and benefits under either section 104(d) or URA, depending on which relocation assistance regulations are applicable. ~~persons~~Persons within the Targeted Income Group are eligible to receive assistance and benefits under section 104(d) and have the option of choosing benefits under URA. Persons who are outside the Targeted Income Group may receive assistance and benefits only under URA. There is no income or need criteria. However, the County's CDBG funded residential rehabilitation program is targeted to low- and very low-income household's only and temporary relocation will be needed.

All replacement housing will be provided within three years of the commencement of the demolition or conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the County will make public and submit to the California Department of Housing and Community Development the following information in writing:

- A description of the proposed assisted activity;
- The location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than Targeted Income Group dwelling units as a direct result of the assisted activity;
- A time schedule for the commencement and completion of the demolition or conversion;
- The location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data are not available at the time of the general submission, the county will identify the general location on an area map and the approximate number of dwelling units by size and provide information identifying the specific location and number of dwelling units by size as soon as it is available;
- The source of funding and a time schedule for the provision of replacement dwelling units;
- 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
- Information demonstration that any proposed replacement of dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units) is consistent with the housing needs of Targeted Income Group households in the county.

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The County of El Dorado is responsible for tracking the replacement of housing and ensuring that it is provided within the required period. The County is responsible for ensuring requirements are met for notification and provision of relocation assistance, as described in §570.496, 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.

E. Recordkeeping

The County 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. 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 language. 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 Advisory Notices to be provided are as follows:

- 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 (or another owned by the owner investor) upon completion of rehabilitation. The tenant will be informed that 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 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.
- Notice at Time of "Initiation of Negotiations": As soon as feasible when the rehabilitation application has been approved, the tenant of a housing unit scheduled for rehabilitation, reconstruction, or demolition will be informed of the Initiation of Negotiations and again informed of the above reasonable terms and conditions under which the person may lease and occupy the property upon completion of the project. The tenant will also again be cautioned not to move for personal reasons during rehabilitation, or risk losing relocation assistance.
- Notice for Persons to be Displaced: After a comparable replacement dwelling has been made available, the tenant will be given a 90 day advance written notice of the earliest date he or she may be required to move. If the tenant's continued occupancy of the property would constitute a substantial danger to health or safety, less than 90 days' advance notice may be provided. Justification of such an urgent need will be documented in the participant's job file. Another instance where the 90-day notice is not required is if the tenant makes an informed decision to relocate and vacates the property without prior notice.

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Attachment 3

EL DORADO COUNTY FORECLOSURE POLICY

County As Junior Lienholder

It is the County'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 or loans through CDBG program~~s(s)~~.

This document requires any senior Lienholder to notify the lender (County) 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 County 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 County 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 County 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 County fails to reinstate the senior Lienholder before five (5) days prior to the foreclosure sale date, the senior Lienholder would then require a full payoff of the balance, plus costs, to cancel foreclosure. If the County determines the reinstatement and maintenance of the property not to be cost effective and allows the Senior Lienholder to complete foreclosure, the County's lien may be eliminated due to insufficient sales proceeds.

County As Senior Lienholder

When the County 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. Attempt 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 County may consider foreclosure. County 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 County?
- Can the owner sell the property and pay off the County?

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- Does the balance warrant foreclosure? (If the balance is under \$5,000, the expenses 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 County 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 County to prevent foreclosure (such as, funds to bring delinquent BMIR current or pay off a DPL).

At the end of thirty days, the County 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 County 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 County 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 County would then contact a real estate broker to market the home.

COMMUNITY DEVELOPMENT BLOCK GRANT

Attachment 4

CDBG HOUSING CONDITIONS AND ELIGIBLE COSTS

ELIGIBLE PROPERTY TYPES

Eligible properties include the following:

- A one-to-four unit property, see 24 CFR Section 92.254 (a)(5)(ii)(A)(6) for special considerations.
- A condominium or cooperative unit.
- A manufactured home, including mobilehomes on single family lot.
- El Dorado County excludes properties constructed prior to 1978 that fall under HUD Lead-Based Paint Regulations, unless a grant will provide the funds necessary to do the repairs. Properties constructed prior to 1978 will be addressed for Lead-based paint requirements prior to rehabilitation. Homeowners will receive a copy of "Protect Your Family from Lead in Your Home" and will be required to sign the Lead-Based Paint Disclosure. A certified lead-based paint inspector will evaluate the unit for defective paint surfaces to ensure that all federal lead-based paint procedures, including any abatement are followed.
- Properties located in areas designated as flood zones will not be eligible for rehabilitation if the cost to rehabilitate exceeds 50% of the market value of the structure before rehabilitation.

DEFINITION OF HOUSING CONDITIONS

SOUND – A unit that appears new or well maintained and structurally intact. The foundation should appear structurally undamaged and there should be straight rooflines. Siding, windows, and doors should be in good repair with good exterior paint condition. Minor problems such as small areas of peeling paint and/or other maintenance items are allowable under this category.

MINOR – A unit that shows signs of deferred maintenance, or which needs only one major component such as a roof.

MODERATE – A unit in need of replacement of one or more major components and other repairs, such as roof replacement, painting, and window repairs.

SUBSTANTIAL – A unit that requires replacement of several major systems and possibly other repairs (e.g. complete foundation work, roof structure replacement and re-roofing, as well as painting and window replacement.)

DILAPIDATED – A unit suffering from excessive neglect, where the building appears structurally unsound and maintenance is none-existent, not fit for human habitation in its current condition, may be considered for demolition or at minimum, major rehabilitation will be required.

ELECTRICAL INSPECTION PROCEDURE

1. Number of service entrance conductor sets (two-wire – 120 volts, three wire 120/240 volts, four-wire is three phase service and is not common in residences.)
2. Determine panel box conditions – missing knockouts, melted insulation, overheated fuses, missing connectors/bushings, rust, obstructed access, overloaded panel, no main service disconnect.
3. Inadequate/antiquated service – under 100 amps.

ROOF INSPECTION PROCEDURE

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Observe roof from ground and look for any unusual conditions:

- a. Unevenness in roof line
- b. Signs of leaks in eaves, soffits, facias, abnormal condensation.
- c. Dryrot in facias, rafters or rafter tails
- d. Flashings and roof drainage systems in good shape
- e. Shingles missing or curled
- f. Number of layers of roofing

2. On flat roofs check bubbles, blisters, cracks, spongy areas, and ponding water conditions.

STANDARDS FOR ROOM AND BATHROOM ADDITIONS

UNIT SIZE	MAXIMUM # OF PERSONS IN HOUSEHOLD
SRO	1
0-BR	1
1-BR	2
2-BR	4
3-BR	6
4-BR	8
5-BR	10
6-BR	12

- Opposite sex children under 6 years of age may share a 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.
 - 5 or more people – a second bathroom may be added.
 - 10 or more people – a third bathroom may be added.
- Same rules apply to mobile home units.

PROPERTY VALUE

The value of the CDBG-assisted unit after rehabilitation is not a consideration.

ELIGIBLE REHABILITATION COSTS

The following are eligible costs which may be paid or reimbursed with CDBG funds:

Development Hard Costs

- Work necessary to meet local building code requirements
- Work necessary to meet locally-adopted rehabilitation standards
- Energy-related improvements (not covered through Weatherization Program Services)

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- Lead-based paint hazard mitigation
- Improvements for handicapped accessibility
- Repair or replacement of major housing systems
- Repairs and general property improvements of a non-luxury nature not to exceed 15% of the total loan. Such repairs could be allowed on a limited basis and would have to be approved by the loan review committee. General property improvements would be of the type that would allow the homeowner increased ability to remain housed. These repairs include carports, pothole repair, grading and graveling, removal of dilapidated storage units and replacement of garage door openers.
- Demolition costs (when part of the reconstruction of affordable housing)

Site Improvements and Utility Connections

- On-site infrastructure costs
- Off-site utility connections from the property line to an adjacent street

Related Soft Costs (reasonable and necessary only)

- Architectural, engineering, specification writing or related professional services
- Financing costs, such as private lender fees and points, credit and title costs, recordation fees, building permits, legal fees, appraisals
- Relocation costs, if applicable

The following are ineligible costs which will not be paid or reimbursed with CDBG funds:

- Luxury improvements or upgrades
- Room additions, unless necessary to address overcrowding
- Reimbursement for repairs completed prior to CDBG fund approval
- Acquisition of land

COMMUNITY DEVELOPMENT BLOCK GRANT

Attachment 5

PROGRAM MANAGEMENT

- Preparation of environmental and other documents for needed clearances prior to draw-down of any funds
- Market and outreach to potential applicants (includes notification of funding to waiting list applicants)
- Preparation of interested contractors list (includes Builders Exchange)
- Coordination of servicing agreements with escrow and title companies;
- Application intake, packaging, and processing;
- Credit, income, and employment verifications;
- Submission of staff recommendations to Loan Review Committee
- Escrow set-up
- Initial inspection
- Work write-ups
- Submission to property owner for 3 contractors bids (may be waived by homeowner upon written request with explanation)
- Construction monitoring – inspections must be done at any draw-down request to confirm work has been completed and in satisfactory condition
- Assurance in writing from contractor that necessary permits have been obtained
- Approval of contractor selection
- Contractor payment authorization
- Contract agreement between owner/contractor
- Change order review/process
- Prepare and obtain signatures on all necessary forms, including lending notices, loan agreements, contractor agreements, rehabilitation assistance agreements, etc.
- Close-out of loans
- Preparation of progress, performance, and financial reports to CDBG program
- Coordination of owner-builder activity
- Approval or denial of loan applications by the Loan committee
- Maintenance of program administrative files for each loan for the life of the loan
- Annual monitoring of homeowner eligibility and insurance
- Loan servicing, including delinquencies and foreclosures
- Administration of program income accounts, including the re-lending of program income for eligible activities
- Coordination of program audits by State

Inspection and Contractor Selection. If the household is found to be eligible using the criteria of the jurisdiction, an inspection of the dwelling will be made by the Inspector of the Community-Development Services Department. The findings from the initial inspection will be used to develop a work write-up, which includes a detailed description of the repair work needed or the type of allowable replacement cost estimate. Upon completion of the work write-up, the Inspector will review the scope of repairs with the owner, who may then request modifications to the work write-up, provided that all work is completed in compliance with program guidelines. The County may require applicants to obtain up to three bids to be included with the Loan Review Committee's file prior to its decision on a loan application.

¶The County will develop a list of contractors who are interested in the program, and will submit contractor's names and license numbers to HCD to verify that licenses are current and in good-standing and that the

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contractors are not on the state/federal list of debarred or suspended contractors. The list of interested contractors considered eligible to participate in the program will be provided to the owner.

Bid packages will be prepared by the County Department of Community Development Services Program Assistant/Inspector and provided to the homeowners. The owner will be given a copy of the list of interested contractors, but will not be limited to that list in the solicitation of bids.

When bids have been received, the County will confer with the owner and the selection will be made by the owner. If the contractor preferred by the owner is not on the list provided by the County, the County will perform the necessary reviews to determine the eligibility of the owner's preferred contractor.

Although the selection of contractors is the responsibility of the homeowner, it is important for program representatives to sufficiently involve themselves in the bidding process to ensure that experienced contractors with the financial ability to complete the projects for which they enter into contracts are selected. To achieve this objective, the County will prepare bid documents and provide them to the homeowner. Once bids are received, the County will review them with the owner and will provide the owner/participant with the benefit of any observations, which the County deems relevant.

Upon completion of all rehabilitation work, units must meet, at a minimum, Housing and Urban Development Housing Quality Standards based on HUD Housing Quality Standards guidelines. Any rehabilitation work that requires a permit will comply with Uniform Building Code standards and be approved and signed off by a qualified County Building Inspector.

Inspection and Monitoring of Construction Work. The County will perform rehabilitation inspections on a regular basis to ensure that the terms of the contract between the homeowner and the contractor are being followed. Prior to authorizing any progress payments for work of a code-related nature, the County will require that an inspection by the building department take place and that the contractor submits appropriate evidence of County approval of the work that was performed.

All construction contracts will be required to contain a clause obligating the program participant and the contractor to obtain the approval of the County prior to ordering any changes in the work to be performed by the contractor. Contractors will be informed that if they make field changes without approved change orders, payments will not be authorized for the modified work and they will still be required to perform the work specified in the contract.

The County will ensure that notices of completion are completed in a timely manner and recorded. Recorded copies will be maintained on file for each program participant. To ensure that the notice of completion is executed, the County will withhold the final payment to the contractor until the recorded notice of completion is signed by the homeowner and presented to the County.

Loan Terms. The availability of reasonably priced financing is as important in most cases as the specific terms of that financing. The loan terms are based on the premise that providing affordable financing up-front does not necessarily require the County to provide a permanent subsidy to the benefited household in the form of a no-interest-rate loan or grant. The program does not assume that low-income households, as a general rule, cannot afford to make loan payments.

- Loans will carry interest rates of 3% if fully amortized or if payments are interest only.
- The typical loan term available to qualified applicants is 15 years. The county will reserve the right to lengthen the amortization period, or to allow interest only payments if the Loan Committee finds that a

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household would have to spend a substantially high percentage of income on housing expenses. The County/Loan Review Committee shall consider the following criteria in determining whether a household is devoting a substantially high percentage of income to housing:

- Housing payments, defined as mortgage, utilities allowance (not to exceed Section 8 housing utility allowance schedule), property insurance, property taxes
- Housing payments do not exceed 50% of applicant's income
- Housing payments do not leave sufficient income for other necessary living expenses
- The housing expense ratio is an important underwriting criterion because this ratio has a direct bearing on the applicants' ability to make payments on existing mortgages. Applicants who spend in excess of 50 percent of their incomes on housing expenses will only be given a loan if they have good credit, a good mortgage payment history, and can show at least 10 percent equity in the property after rehabilitation

Debt-to-Income Ratio

In most cases an applicant's debt-to-income ratio may not exceed 50%. Applicants exceeding 50% debt to income ~~will~~may be approved on a case-by-case basis by the County/Loan Review Committee.

Loan Security. In all cases, the security for the loan is the property. For this reason, it is important to determine the value of the property so that the jurisdiction will know in advance the security upon which the loan will be based. This value is determined by estimating the actual value of the property, calculating the Loan-to-Value Ratio, and determining in what position the loan will be.

1. Value Determination

The equity position that the jurisdiction would take in any given loan is derived from the property value. This value can be determined by a number of different methods, each of which costs a different amount to obtain. The methods used in this program are as follows.

- **Assessed Value:** The most conservative and inexpensive method is to use the assessed value as indicated in the preliminary title Report. Unfortunately, many properties have not been assessed for years and the values may be far below actual values. To obtain a more realistic estimate of current market value from the assessed value, a 2% per year level of appreciation is added. This is typically conservative, yet allows for at least a minimal level of appreciation. This method is used when the resulting value provides a satisfactory loan-to-value ratio.
- **Market Analysis:** For this method, a real estate agent who is familiar with the local market is asked to provide an after rehabilitation estimate of the market value of the property. This method typically provides a fairly accurate estimate and can be done for a relatively low fee anywhere from \$100-250. This method is used when the assessed value method does not provide a satisfactory loan-to-value ratio.
- **Appraisal:** this is the most reliable and most expensive method. The cost of the appraisal may be added into the loan amount if the loan is approved and closed.

2. Loan-to-Value Ratio

The loan-to-value ratio is the primary method of determining the jurisdiction equity position and is calculated by dividing the total outstanding loans, liens, and judgments by the value of the

COMMUNITY DEVELOPMENT BLOCK GRANT

property after rehabilitation. For example, if an applicant had \$90,000 in outstanding debt and a property value of \$100,000, the property would have a 90 percent loan-to-value ratio.

3. Loan Position

The secondary consideration in determining the jurisdiction's equity position is the number of loans, liens, and judgments, which appear ahead of the jurisdiction's loan. A loan in fourth position in which the owner is left with 20 percent equity is not as secure as a loan in second position with the same amount of equity.

3. Loan-to-Value Guidelines

- **95%.** This typically will be the maximum ratio and will only be allowed when the owner has good credit, good mortgage payment history (no late payments in last 12 months), a clean title report, a housing expense ratio of less than 50%, and the loan must be no lower than third position.
- **90%.** This will be the maximum allowed for the typical applicant with medium risk level (i.e.: a fair credit history) with a housing expense ratio of not more than 60%. The loan must not be in a position lower than third.
- **80%.** This will be the maximum allowed for applicants with poor credit, poor mortgage payment history, a housing expense ratio of not more than 75%, and the loan must not be in a position lower than fourth.

Marketing

El Dorado County will market the program through local newspaper advertisements including the Mountain Democrat, Georgetown Gazette, ~~the~~ and Town Crier, ~~the~~ Guide and Tahoe Tribune. Flyers are posted at the local markets along with post offices. Flyers are sent to those on the waiting list to provide notice of funding to apply.

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Attachment 6



EL DORADO COUNTY DEPARTMENT OF SERVICES

Housing, Community and Economic Development Block Grant Programs

Subject: Program Grievance Resolution

Dear Borrower:

Thank you for applying for a home repair loan through the El Dorado County Housing Rehabilitation Loan Program. We appreciate your business! Once your completed application has been received it will be reviewed and prepared for submission to the Loan Review Committee. The Committee will determine final applicant eligibility.

Once the Loan Review Committee makes a determination you, the applicant, will be notified in writing of this decision. The notification will include confirmation that your application has been either approved or denied. Should your application be approved, the loan amount and terms will also be included in the notice. A denial notification will include the specific reason for denial.

Any applicant denied assistance from the Program has the right to appeal. An appeal should include a statement explaining your reason for appeal. The appeal must be made in writing to:

El Dorado County Department
Housing-HCED Programs
937 Spring Street 3057 Briw Road, Suite A
Placerville, CA 95667

El Dorado County has 30 days to review the appeal, seek recommendations from the Loan Review Committee County Counsel, and respond in writing to the applicant.

If you are unable to reach an acceptable resolution with the County, you have a right to submit your appeal to the U.S. Department of Housing and Urban Development and/or to the Department of Fair Employment and Housing. This appeal must be made in writing to:

U.S. Department of Housing and
Urban Development
Assistant Secretary for Fair Housing
and Equal Opportunity
Washington, D.C. 20410

Department of Fair Employment
and Housing
2000 O Street, #120
Sacramento, CA 95814-5212

Applicant _____ Date _____

Applicant _____ Date _____

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Attachment 7



EL DORADO COUNTY DEPARTMENT OF SERVICES

Housing, Community and Economic Development Block Grant Programs

Subject: Dispute Resolution

Dear Borrower:

Thank you for applying for a home repair loan. We appreciate your business! When you sign your loan documents, you will also sign an agreement to follow a process for resolving disputes, should they arise, between you and the contractor(s) you select to perform the rehabilitation work on your house. Please bear in mind that the Lender facilitates the rehabilitation of your house by providing you with low-cost financing but is not legally responsible for ensuring the performance of the contractor(s) you select or enforcing the terms of your contract. The Lender is not your agent or employee.

You, the homeowner, have the primary responsibility for ensuring that the contractor completes the work in a satisfactory manner according to the specifications of the approved bid and in compliance with applicable building codes. This is an important distinction, because it is possible for rehabilitation work to comply with the minimum requirements of the building code but not comply with the terms of your contract or meet your expectations.

As a consequence, there may arise instances in which a dispute, or difference of opinion, cannot be resolved strictly between you and the contractor. In such instances, a representative of the Lender may assist in resolving the dispute according to the following procedures. This process may be used at any time during or following the completion of construction. It is important that you follow this process, because if you do not, you may be in violation of the Rehabilitation Assistance Agreement and in default of your loan.

1. Contact Your Contractor and State Your Complaint in Writing. Before contacting the Lender, you must first communicate your dispute to the contractor and attempt to have the contractor resolve your complaint. It will be helpful if you list your problems with the contractor's work in writing and give the contractor a copy of this list. We advise you to immediately communicate to your contractor any problems you may have with his or her work, as delay may increase the difficulty or expense involved in correcting the problem. Be sure to send a copy of your written complaint to the Lender.
2. Contact the Lender if the Contractor is unwilling to address your complaint. If you are unable to reach an acceptable resolution of your problem with the contractor, contact the Lender so that a representative can visit your house and inspect the disputed work. If your problem involves a question of building code compliance, you must also contact your local building department to bring the problem to their attention. The Lender will then determine whether the contractor's work is in compliance with the terms of your contract and, in consultation with the local building department, whether the work meets building code requirements.

COMMUNITY DEVELOPMENT BLOCK GRANT

Dispute Resolution Letter

Page 2

If the Lender, in consultation with the local building department, finds that the contractor's work does not comply with your contract or the building code requirements, the Lender will advise the contractor to correct the problem or face cancellation of your contract. If the contractor refuses to correct the problem, you will then be advised to select another contractor to correct the deficiency and complete the remaining work. If, however, the Lender finds that the contractor's work complies with the terms of your contract and the local building codes, the Lender may require that you approve payment to the contractor or face cancellation of your loan. Please be aware that if you fail to approve payment to the contractor, the contractor may place a lien against your property. The Lender reserves the right to pay the contractor for work completed from your loan escrow account.

3. File a Written Complaint with the Contractors State License Board. Whether or not you agree with the Lender's findings, you may file a written complaint with the California Contractors State License Board and seek to recover monetary damages from the contractor's bond. The Lender will advise you on how to file such a complaint. Remember that if the Lender determines that the contractor's work has been satisfactorily completed, and you still refuse to authorize payments to the contractor, the Lender may cancel your loan.
4. This Process Covers Work Approved by the Lender Only. Only rehabilitation work approved by the Lender and included in the work write-up and bid package (including any changes to those documents authorized by the Lender), is covered by this dispute resolution process. Any other rehabilitation work you may authorize is not the responsibility of the Lender, and disputes arising from such work will not be covered by the terms of your loan. You will still be responsible for completing rehabilitation work covered by your loan in a timely manner, even if you have a dispute with the contractor involving other rehabilitation work.

Applicant Date

Applicant Date

Revised 4/1/2010

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COMMUNITY DEVELOPMENT BLOCK GRANT

Attachment 2

RELOCATION ASSISTANCE PLAN

The County of El Dorado will provide relocation assistance to displaced targeted Income Group households and/or replace all occupied and vacant occupiable Targeted Income Group dwelling units, which are rehabilitated, reconstructed, demolished, or converted to a use other than Targeted Income Group housing as a result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in the Federal Register, 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 and Real Property Acquisition Regulations Final Rule and Notice (URA) dated March 2, 1989.

This project will be implemented in ways consistent with the County'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 County 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 CDBG assisted activities.

A. Temporary Relocation during Housing Rehabilitation or Reconstruction

Consistent with the goals and objectives of activities assisted under the Act, the County will take the following steps to minimize the displacement of persons from their homes during housing rehabilitation or reconstruction funded by the State of California's CDBG program:

1. Stage rehabilitation of assisted housing to allow owner occupants and/or tenants to remain during rehabilitation.
2. Encourage temporarily displaced owner occupants to move in with family or friends during the course of rehabilitation, since they are voluntarily participating and not entitled to relocation benefits, unless health and safety threats exist, as explained below.
3. Encourage owner investors to relocate tenants to available vacant units during the course of rehabilitation or pay expenses on behalf of replaced tenants.
4. Required owner investors who participate in assisted rehabilitation to agree to continue to rent to Targeted Income Group tenant and agree to rent limitations, for a period of at least five years.
5. Provide counseling and referral services to assist displaced persons to find alternate housing in the neighborhood.
6. Work with area landlords, real estate brokers, and/or hotel/motel management to locate vacancies for households facing displacement.
7. When necessary, use public funds, such as CDBG funds, to pay moving costs and provide relocation payments to households displaced by assisted activities.

Revised 4/1/2010

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COMMUNITY DEVELOPMENT BLOCK GRANT

B. 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. Determination of the need for temporary relocation period will not exceed 90 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. He or she may move in with family and friends and still receive full or partial temporary assistance. A tenant receiving temporary relocation shall receive the following:

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

COMMUNITY DEVELOPMENT BLOCK GRANT

Temporary Relocation of Owner Occupied

Since all rehabilitation work for owner occupants is voluntary, an owner occupant may only be eligible for temporary relocation benefits when his or her residential unit is approved for reconstruction or during rehabilitation that would endanger the health and safety of occupants if they remained in the house during rehabilitation. Determination of the need for temporary relocation will be made by the program administrator or construction supervisor. Allowable temporary relocation expenses are the same as those listed above for tenants.

D. Displacement Activities Required Long-term Relocation Assistance

Persons displaced by projects assisted in whole or in part with funds provided under the Housing and Community Development Act of 1974, as amended, are eligible for permanent relocation assistance and benefits under either section 104(d) or URA, depending on which relocation assistance regulations are applicable. ~~persons~~Persons within the Targeted Income Group are eligible to receive assistance and benefits under section 104(d) and have the option of choosing benefits under URA. Persons who are outside the Targeted Income Group may receive assistance and benefits only under URA. There is no income or need criteria. However, the County's CDBG funded residential rehabilitation program is targeted to low- and very low-income household's only and temporary relocation will be needed.

All replacement housing will be provided within three years of the commencement of the demolition or conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the County will make public and submit to the California Department of Housing and Community Development the following information in writing:

- A description of the proposed assisted activity;
- The location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than Targeted Income Group dwelling units as a direct result of the assisted activity;
- A time schedule for the commencement and completion of the demolition or conversion;
- The location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data are not available at the time of the general submission, the county will identify the general location on an area map and the approximate number of dwelling units by size and provide information identifying the specific location and number of dwelling units by size as soon as it is available;
- The source of funding and a time schedule for the provision of replacement dwelling units;
- 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
- Information demonstration that any proposed replacement of dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units) is consistent with the housing needs of Targeted Income Group households in the county.

COMMUNITY DEVELOPMENT BLOCK GRANT

The County of El Dorado is responsible for tracking the replacement of housing and ensuring that it is provided within the required period. The County is responsible for ensuring requirements are met for notification and provision of relocation assistance, as described in §570.496, 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.

E. Recordkeeping

The County 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. 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 language. 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 Advisory Notices to be provided are as follows:

- 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 (or another owned by the owner investor) upon completion of rehabilitation. The tenant will be informed that 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 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.
- Notice at Time of "Initiation of Negotiations": As soon as feasible when the rehabilitation application has been approved, the tenant of a housing unit scheduled for rehabilitation, reconstruction, or demolition will be informed of the Initiation of Negotiations and again informed of the above reasonable terms and conditions under which the person may lease and occupy the property upon completion of the project. The tenant will also again be cautioned not to move for personal reasons during rehabilitation, or risk losing relocation assistance.
- Notice for Persons to be Displaced: After a comparable replacement dwelling has been made available, the tenant will be given a 90 day advance written notice of the earliest date he or she may be required to move. If the tenant's continued occupancy of the property would constitute a substantial danger to health or safety, less than 90 days' advance notice may be provided. Justification of such an urgent need will be documented in the participant's job file. Another instance where the 90-day notice is not required is if the tenant makes an informed decision to relocate and vacates the property without prior notice.

**Housing Rehabilitation Loan Program
Interested Contractor List
MAY 2010**

The following is a list of contractors that are interested in participating in this program. You are not required to obtain bids from the contractor's on this list, but may obtain bids from any contractor you select. Please note that all contractors participating in this program are required to have a current license, as well as current Workers Compensation and Liability Insurance.

The Housing Rehabilitation Loan Program requires that three (3) bids are obtained for the rehabilitation work that needs to be completed on your property. If you unable to obtain three (3) bids, please contact El Dorado County Human Services at (530) 621-5347 to work out alternate arrangements.

ROOFING CONTRACTORS

Jarrod Holbert Roofing
Roofing Contractor
3032 Highgrade Street
Placerville, CA 95667
(530) 306-3483

Horizon Roofing, Inc.
Roofing Contractor
3811 Dividend Drive
Shingle Springs, CA 95682
(530) 672-6600

Straight Line Roofing
Roofing Contractor
4415 Commodity Way
Shingle Springs, CA 95682
(530) 672-9995

GENERAL CONTRACTORS

Dan Wetter Construction
General Building Contractor
PO Box 394
Garden Valley, CA 95633
(530) 333-2653

Jim Williams Construction
General Building Contractor
5221 Davidson Road
Placerville, CA 95667
(530) 295-0297

Mike Ball Masonry & Concrete
General Building Contractor/Masonry
3689 Forni Road
Placerville, CA 95667
(530) 344-0348

Jerry Kahler Builders
General Building Contractor
4961 Carbine Trail
Shingle Springs, CA 95682
(530) 676-8252

Michael Vossen Construction
General Building Contractor
5681 Winter Way
Somerset, CA 95684
(530) 409-1094

DEW Construction
General Building Contractor
4891 Rivendale Road
Placerville, CA 95667
(530) 903-6336

Twister HandyMan Service
General Building Contractor
PO Box 296
Pollock Pines, CA 95726
(530) 644-6080

Have Tool Will Travel Home Repair
General Building Contractor
PO Box 591
Camino, CA 95709
(530) 957-3248

J T L Construction
General Building Contractor
P O Box 61
Placerville, CA 95667
(530) 642-2906

Moulin Construction
General Building Contractor
5635 Fernwood Drive
Shingle Springs, CA 95682
(530) 409-3118

Ward & Son's Construction
General Building Contractor/Drywall
3205 Shingle Springs Drive
Shingle Springs, CA 95682
(530) 677-7344

Hatch Construction
General Building Contractor
1800 Point View Drive
Placerville, CA 95667
(530) 622-7376

Steve Jameson Construction
General Building Contractor
PO Box 621
Georgetown, CA 95634
(530) 626-4773

H.F. Schwartz Builders
General Building Contractor
3941 Park Drive, #20-233
El Dorado Hills, CA 95762
(916) 355-8955

Richard M Walker Construction Inc.
General Building Contractor/Concrete
PO Box 528
Diamond Springs, CA 95619
(530) 626-0805

Preszler Homes, Inc.
General Building Contractor
2100 Fortuna Mine Road
Placerville, CA 95667
(530) 409-1877

Gold River Construction
General Building Contractor
1807 Starbuck Road
Rescue, CA 95672
(916) 508-3356

RT English Construction Company
General Engineering/ Building Contractor
2140 Walnut Ct
Rescue, CA 95672
(530) 677-3924

New Concept Builders
General Building Contractor
PO Box 9
Mt. Aukum, CA 95656
(530) 620-9430

Conrad Briggs Construction Services
General Building Contractor
5120 Crickett Lane
Georgetown, CA 95634
(530)333-4635

Steve Jameson Construction
General Building Contractor
PO Box 621
Georgetown, CA 95634
(530)626-4773

Macauley Construction
General Engineering Contractor
2500 Running Deer Road
Shingle Springs, CA 95682
(530) 622-2936

Rough Cut Construction
General Engineering/Septic & Dirt Removal
PO Box 797
Camino, CA 95709
(530) 647-0717

Viksna Enterprises
General Engineering/ Building Contractor
4880 Walls Way
Placerville, CA 95667
(530) 295-1600

M H Hansen Construction Co
General Engineering/Paving/Landscaping
PO Box 16143
South Lake Tahoe, CA 96151
(530) 544-1832

Mt. Marv's Contruction
General Building Contractor
2366 Blitzen Road
South Lake Tahoe, CA 96150
(530) 577-9693

SPECIALTY CONTRACTORS:

(For use when the only work being done is of that specialty)

Madison Painting & Decorating
Painting
PO Box 251
Camino, CA 95709
(530) 644-4395

All Brite Electric
Electrical
P.O. Box 133
Grizzly Flats, Ca 95636
(530) 863-3607

Terry's Apollo Plumbing
Plumbing
PO Box 2535
South Lake Tahoe, CA 96158
(530) 544-8404

For referrals to other contractors please contact the Builder's Exchange at (530) 672-2955

www.goodbuilders.org

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

County of El Dorado

2. The term of this Agreement is: Upon HCD Approval through 12/31/2009

3. The maximum amount of this Agreement is: \$1,499,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Authority, Purpose and Scope of Work 12 page(s)

Exhibit B - Budget Detail and Payment Provisions 4 page(s)

Exhibit C - HCD General Terms and Conditions 8 page(s)

Exhibit D - State of California General Terms and Conditions 6 page(s)

Exhibit E - Special Terms and Conditions 6 page(s)

Exhibit F - Additional Provisions N/A

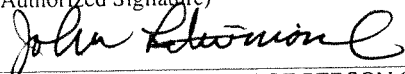
TOTAL NUMBER OF PAGES ATTACHED: 36 pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of El Dorado

BY (Authorized Signature)



DATE SIGNED (Do not type)

12/13/05

PRINTED NAME AND TITLE OF PERSON SIGNING
John Litwinovich, Director
El Dorado County Department of Human Services
ADDRESS

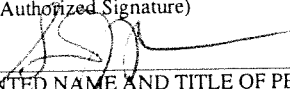
3057 Briw Road, Ste A, Placerville, CA 95667

STATE OF CALIFORNIA

AGENCY NAME

Department of Housing and Community Development

BY (Authorized Signature)



DATE SIGNED (Do not type)

1/10/06

PRINTED NAME AND TITLE OF PERSON SIGNING
Susan J. Phillips, Manager, Budget and Contracts Branch

ADDRESS

1800 Third Street, Room 350, Sacramento, CA 95814

California Department of
General Service
Use Only

JAN 10 2006

☒ Exempt from: Department of
General Services
Approval

El Dorado County HOUSING REHAB WAITING LIST									
No.	F Initial	Last	TIG	Disabled/ Senior	HH size				
1	R	Baughman	EXL	S	1				
2	T	Burt	EXL		5	Average HH Size	2.50	%	
3	E	Danielson	EXL	S	1	Extremely Low Income	10	16%	
4	B	Emerick	EXL	S	2	Very Low Income	15	25%	
5	H	Freeman	EXL	D/S	2	Low Income	36	59%	
6	K	Moreau	EXL	S	1	Disabled/Senior	16	26%	
7	G	Morris	EXL		4				
8	S	Raanes	EXL		3	EXL = Extremely Low Income <30%			
9	S	Sanchez	EXL		3	VL = Very Low Income <50%			
10	L	Storey	EXL		1	L = Low Income <80%			
11	W	Andis	L		2	M = Moderate Income <120%			
12	M	Bolt	L		4	D/S = Disabled and/or Senior			
13	C	Burton	L		2				
14	B	Castro	L		1				
15	G	Corina	L		1				
16	K	DeCoteau	L		5				
17	D	Ethridge	L	S	4				
18	J	Flores	L		2				
19	J	Gomez	L		1				
20	L	Harrold	L		1				
21	C	Hayes	L		3				
22	B	Hein	L		6				
23	D	Hernandez	L		3				
24	B	Hosefall	L		1				
25	K	Key	L		2				
26	M	Kimzey	L		4				
27	C	King	L		4				
28	T	Lindsey	L		1				
29	P	Magdaleno	L		4				
30	P	Magdaleno	L		4				
31	J	Malone	L		3				
32	L	Marshall	L		1				
33	C	McBride	L		3				
34	B	McCall	L		3				
35	M	Nipar	L	D/S	3				
36	S	Pigg	L		2				
37	S	Riley	L	S	2				
38	R	Sabato	L		2				
39	J	Sezgen	L		2				
40	C	Shoeman	L		1				
41	C	Shoeman	L		1				

El Dorado County HOUSING REHAB WAITING LIST

No.	F Initial	Last	TIG	Disabled/ Senior	HH size				
42	D	Sloan	L		2				
43	V	Terrell	L	D/S	2				
44	L	Veerkamp	L	S	1				
45	B	Wesson	L		3				
46	C	Witherow	L		2				
47	D	Beaudry	VL		1				
48	L	Burnett	VL		2				
49	M	Carlson	VL		4				
50	C	Collins	VL	S	1				
51	D	Enzler	VL		5				
52	R	Fisher	VL	D	7				
53	R	Lagorio	VL	S	2				
54	D	Lujan	VL	S	2				
55	M	Martin	VL	D/S	1				
56	M	McCartin	VL		4				
57	G	Morris	VL		4				
58	R	Rimbault	VL		1				
59	B	Sheehan	VL		2				
60	B	Spencer	VL		2				
61	P	Wells	VL	D	1				

PUBLIC IMPROVEMENTS IN SUPPORT OF HOUSING NEW CONSTRUCTION (PIHNC) - Forms

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**PUBLIC IMPROVEMENTS IN SUPPORT OF HOUSING NEW
CONSTRUCTION (PIHNC) - Forms**

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PUBLIC IMPROVEMENTS IN SUPPORT OF HOUSING NEW CONSTRUCTION (PIHNC) - Forms

A. ACTIVITY INFORMATION:

1. How much is being requested for this activity?

\$525,000 = \$483,000 + \$42,000

Total \$\$ Requested for this Activity = Activity \$\$ + Activity Delivery \$\$

2. How will the requested CDBG funds be used?

a) Type of Project:

- ☒ Water/Sewer Improvements (03J)
- ☒ Street Improvements (03K)
- ☒ Sidewalks (03L)
- ☐ Tree Planting (03N)
- ☐ Payment of Eligible Assessments for Public Improvements
- ☒ Other (describe): Utility Improvements, Testing, and Contingency

b) What type of improvements?

- ☐ On-site Improvements ☒ Off-Site Improvements

c) Is acquisition of Real Property included in this Activity?

- ☐ Yes ☒ No

3. Location of sites(s) where activity will occur:

East side of Sunset Lane, 700ft south of intersection with Mother Lode Drive,
Shingle Springs CA

Does the Applicant have site control?

- ☒ Yes ☐ No

4. Describe the Activity: (See instructions.)

El Dorado County is applying for CDBG funding to complete required off-site improvements in support of Mercy Housing California's Sunset Lane Apartments, a new affordable housing development.

Sunset Lane Apartments will be a new construction affordable housing development located on the east side of Sunset Lane, approximately 700 feet south of the intersection with Mother Lode Drive in the Shingle Springs area of El Dorado County. Mercy Housing California currently holds an option to purchase the 2.98 acre vacant parcel, owned by the Brown Family Trust. The PIHNC funds will not be used for property acquisition.

The parcel is fully entitled allowing multifamily residential development by right, requiring only a staff level design review. The Sunset Lane Apartments project is conditioned by the El Dorado County Department of Transportation to provide new offsite Public Improvements in support of a multifamily development.

PUBLIC IMPROVEMENTS IN SUPPORT OF HOUSING NEW CONSTRUCTION (PIHNC) - Forms

Becken Lane Public improvements will provide secondary fire and vehicular access to the development. The road is currently undeveloped. CDBG funds will be used, in part, to build the Public road width required for the Sunset Lane Apartments development.

The full range of offsite improvements will require the support of a civil engineer to design and create detailed drawings of the improvements, an erosion control plan to meet California State and Local requirements as well as soil tests. The physical improvements will require demolition/removal and relocation of existing improvements and grading activities to prepare the sites for the new improvements. The underground Public improvements, including storm drainage, sanitary sewer and water distribution services. Overhead electrical power lines will be removed and placed in new underground utility conduits together with street lighting electrical systems. New curb gutter and sidewalk will be installed followed by new asphalt road sections. Local government inspections and testing will be ongoing tasks throughout development of the Public Improvements. Mercy Housing California recently obtained a cost estimate from local licensed civil engineer for the required Public improvements; the attached estimate details total costs of \$483,000.

Sunset Lane Apartments is a proposed new construction of up to 50 units of family "work force / affordable housing" apartments. The apartments will be situated within several separate and various sized 2 and 3 story buildings with walk-up flats. These will be a mix of one through three bedroom apartments affordable to a range of El Dorado County household sizes with incomes ranging from 30% to 50% of the Area Median Income. Five of the units are proposed to be reserved for disabled persons who are eligible for special services. The project will also include a 2,500 SF community building. Total project costs are approximately \$13,168,000.

The sizes of the proposed one through three bedroom units are as follows:

One Bedroom	=	650 square feet
Two bedroom	=	775 square feet
Three Bedroom	=	1000 square feet

Plans call for the exterior to be stucco and hardi-plank siding with additional architectural accents. The buildings will be slab-on-grade, wood frame with pitched roofs and will have central heating and air conditioning. Ample parking will be provided on-site. The grounds surrounding the buildings will be landscaped with drought resistant grass, shrubs and trees. Every effort will be taken to preserve two wooded areas on the site with mature oak trees. These open spaces will be well preserved for the future and will provide an amenity for the residents of Sunset Lane when enhanced with walking trails and picnic areas.

The apartment units will include wall-to-wall carpeting throughout the unit except for in the entry ways, kitchens and baths which will have vinyl flooring. Ample storage will be provided throughout the unit. Kitchens will include full size refrigerators, garbage disposals,

PUBLIC IMPROVEMENTS IN SUPPORT OF HOUSING NEW CONSTRUCTION (PIHNC) - Forms

central heat and air, electric ranges, ample cabinets and dishwashers. Water, sewer and garbage will be provided to each unit, while the tenant will be responsible for electric, telephone, television and internet services. All appliances will be electric. The buildings and the units will be designed to exceed Title 24 energy standards by at least 15%, which will be accomplished through the latest and most innovative cost conscious materials and construction methods.

Mercy Housing owns and operates 26 rental properties in the Sacramento Valley, Sierra and foothill region, including 3 properties in El Dorado County. Mercy Housing is well connected to social service agencies and has worked successfully with El Dorado County through its operation of the Diamond Sunrise Apartments Phases I and II, White Rock Village Apartments in El Dorado Hills and Tahoe Valley Apartments in South Lake Tahoe. The on-site community building will have property management and social services offices, as well as a resident computer lab and a multipurpose event/meeting room. Mercy Housing's management affiliate, Mercy Services Corporation, will provide professional property management services. Mercy staff will coordinate many on-site services at the multipurpose room and outdoor recreation at the nearby parks and on-site. Of the many community services Mercy Housing is already linked with at other properties in the region, the following are services that are most appropriate for Sunset Lane Apartments: After-school Programs; Employment Development; and, Health services.

The County is providing additional support to the Sunset Lane Apartment development through an offset of Traffic Impact Mitigation (TIM) fees in the amount of \$1,467,720, which represents 100% offset for the current project TIM Fee for up to 54 affordable units.

Approval of this application for the required Public Improvements in support of Housing New Construction will enable the County to further Housing Element policies that encourage safe, decent, and affordable housing for people of all income levels.

5. Who will be the Activity Administrator? (Check all that apply.)

- ☒ Jurisdiction (Applicant)
- ☐ Consultant/Contractor (For-Profit entity)
- ☐ Non-Profit as Subrecipient
- ☐ CHDO (Recognized Community Housing Development Organization)
- ☐ Another unit of local government
- ☐ Another public agency
- ☐ Non-Profit's not acting as Subrecipients
- ☐ Faith-based organization
- ☐ Institution of higher education

Name of all agencies/organizations indicated above:

- a) County of El Dorado
- b) _____
- c) _____
- d) _____

PUBLIC IMPROVEMENTS IN SUPPORT OF HOUSING NEW CONSTRUCTION (PIHNC) - Forms

6. Timeline/Schedule/Milestones:

Indicate significant milestone accomplishments and the proposed date of completion. If awarded funds, these milestones will be included in the contract language as expenditure milestones.

Activity Milestones		
	Description of Accomplishment	Proposed Date of Attainment
1.	Award of CDBG Commitment	11/2010
2.	Award of HOME Commitment	12/2010
3.	Award of Tax Credit Reservation	08/2011
4.	Start Construction	01/2012
5.	Complete Construction	05/2013
6.		
7.		
8.		

B. BENEFIT:

1. Service Area: (Check only one.)

- ☐ Entire Jurisdiction (El Dorado County)
☒ Target Area(s)

All applicants: Identify the Service Area(s) by Census Tract(s) and Block Group(s) in the table below and list the page(s) where the Census Tract/ Block Group Map(s) may be found in this application. Page(s): 143

Census Tract	Census Tract	Census Tract	Census Tract	Census Tract	Census Tract
<u>308.04</u>	_____	_____	_____	_____	_____
Block Group(s)	Block Group(s)	Block Group(s)	Block Group(s)	Block Group(s)	Block Group(s)
_____	_____	_____	_____	_____	_____

2. Beneficiaries (people):

- ☒ **Income Restricted** (100 percent TIG)
☐ **Primarily TIG** (List % of total):
☐ Based on HUD Low/Mod charts on Page _____
☐ Based on Income Survey.
Survey methodology and results on page(s) _____

PUBLIC IMPROVEMENTS IN SUPPORT OF HOUSING NEW CONSTRUCTION (PIHNC) - Forms

3. Number of people who will benefit:

81% and Above (Non-TIG)	Between 51% - 80% (TIG)	Between 31% - 50% (LTIG)	Below 30% (Extremely LTIG)	TOTAL # of People
_____	_____	<u>92</u>	<u>14</u>	<u>106</u>

County Household average size is 2.71 persons

C. NEED FOR NEW UNITS: Carry out all percents to two decimal points, e.g. 32.68 %.

1. **Renter Overpayment:**

From the 2000 US Census Summary File 3, Table DP-4, "Gross Rent as Percentage of Household Income", indicate the percentage of renter-occupied households paying more than 25 percent of their income for housing. 42.62%

Copy the table used, note your calculations on the table and include the table and calculations in the application.

Table and calculations on Page(s): 166

2. **Overcrowding:**

A housing unit is determined to be overcrowded when there are 1.01 or more occupants per room. From the 2000 US Census Summary File 3, Table DP-4, "Occupants Per Room", indicate the overcrowding percentage: 2.31%

Copy the "Occupants Per Room" table, note the calculations on the table and include the table and calculations in the application.

Table and calculations on Page(s): 172

3. **Vacancy Rates:**

From the 2000 US Census Summary File 1, Table DP-1, "Homeowner and Renter Vacancy Rates", indicate the:

Homeowner Vacancy Rate 0.04% and Renter Vacancy Rate 4.00%.

Copy the table and include it in the application.

Table on Page(s): 176 ✓

4. **Other Supporting Need Documentation:**

☒ Waiting List. Page(s): 181

☐ Market Study. Page(s): _____

☐ Applicant has applied to another funding agency for all or a portion of this activity.

Name of agency: _____

Are you on the other agency's waiting list? ☐ Yes ☐ No

PUBLIC IMPROVEMENTS IN SUPPORT OF HOUSING NEW CONSTRUCTION (PIHNC) - Forms

☐ Other (describe): _____

Page(s): _____

5. Supplemental Information:

This section is used to provide information being rebutted and/or not captured in the 2000 Census and/or your Housing Element with regards to the community's worsened condition of housing and/or worsened overcrowding needs. Provide all information that is requested.

Check if providing supplemental information for:

☐ Worsened Condition of Housing

☐ Worsened Housing Overcrowding

a) Describe the worsened condition:

b) Describe how this issue is specific to your community?

c) List:

- Third-party documentation (must be less than 5 years old) that is being submitted to support the worsened condition(s), **AND**
- The time period that the documentation supports as worsened (e.g. Earthquake on 1/1/08; Fire from 3/13/08-5/17/08, etc.), **AND**
- The page numbers, in this application, where documentation can be found.

Note: For lengthy reports/studies, please include the cover page, executive summary and only the pages needed to support worsened conditions.

	Source (Agency, other)	Description of Documentation:	Date of Doc.	Application Page #
1.				
2.				
3.				
4.				
5.				
6.				

PUBLIC IMPROVEMENTS IN SUPPORT OF HOUSING NEW CONSTRUCTION (PIHNC) - Forms

USES	SOURCES						
	STATE OR FEDERAL			LEVERAGE			Totals:
	State CDBG	Program Income	Other State Funds	Federal Funds	Local Funds	Private	
Activity Cost Categories							
<u>Site Preparation, Grading & Roadway Imp.</u>	\$ 176,359	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 176,359
<u>Storm Drainage & Sanitary Sewers</u>	\$ 52,700	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 52,700
<u>Water Dist</u>	\$ 44,260	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 44,260
<u>Street Lighting & Utility Improv</u>	\$ 40,750	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 40,750
<u>Erosion Control & Consult Fees</u>	\$ 103,130	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 103,130
<u>County Permits & Fees</u>	\$ 21,000	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 21,000
<u>Contingency</u>	\$ 44,801	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 44,801
<u>Activity Delivery</u>	\$ 42,000	\$ —	\$ —	\$ —	\$ 4,500	\$ —	\$ 46,500
Totals:	\$ 525,000	\$ —	\$ —	\$ —	\$ 4,500	\$ —	\$ 529,500



RESOLUTION NO. 075-2010

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO APPROVING A 2010/2011 APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE GENERAL/COLONIAS ALLOCATION OF THE STATE CDBG PROGRAM

WHEREAS The California Department of Housing and Community Development (the "Department") has announced the availability of Community Development Block Grant (CDBG) funds under the General and Colonias Allocations and is authorized to make these funds available to jurisdictions, and

WHEREAS On April 15, 2010 the Department issued a Notice of Funding Availability announcing the availability of funds under the CDBG Program (the "NOFA"), and

WHEREAS In response to the 2010 NOFA, the County of El Dorado (the "Applicant"), will submit an application for an allocation of CDBG funds up to the maximum amount available to support affordable housing programs and community development programs for low income households, and

WHEREAS A goal of the El Dorado County General Plan Housing Element is to apply for funds in support of housing rehabilitation programs for low income households

THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of El Dorado as follows:

SECTION 1:

The County of El Dorado Board of Supervisors has reviewed and hereby approves an application for up to \$800,000.00 for the following activities:

General Program Administration	\$ 60,000.00
Housing Rehabilitation	\$215,000.00
Public Improvements In Support of Housing New Construction	\$525,000.00

SECTION 2:

The County has determined that federal Citizen Participation requirements were met during the development of this application.

SECTION 3:

The County hereby approves the use of Local Leverage Funding Sources in the amount of \$7,500 to be used as the County's leverage for this application.

In-Kind Staff – General Administration	\$ 500
In-Kind Staff – Activity Delivery/Housing Rehabilitation	\$ 2,500
In-Kind Staff – Activity Delivery/Public Improvements	\$ 4,500

SECTION 4:

The Chairman of the Board of Supervisors is hereby authorized to act on behalf of the County in signing the Statement of Assurances, and the Director of Human Services, or successor, is hereby authorized and directed to sign this application and act on the County's behalf in all matters pertaining to this application.

SECTION 5:

If the application is approved, the Director of Human Services, or successor, is authorized to enter into and sign the grant agreement, and any subsequent amendments that do not affect the dollar amount or the term, with the State of California for the purposes of this grant, contingent upon approval by County Counsel and Risk Management.

SECTION 6:

If the application is approved, the Director of Human Services, or successor, is authorized to sign Fund Requests and other required documents and reporting forms required for administration of the grant.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 15 day of June, 2010, by the following vote of said Board:

Ayes: Nutting, Santiago, Knight, Sweeney, Briggs

Attest:

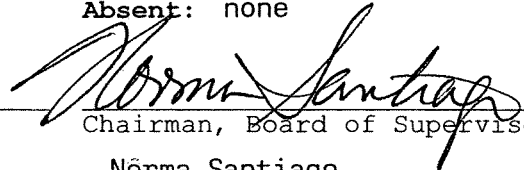
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

Noes: none

Absent: none

By: 

Deputy Clerk


Chairman, Board of Supervisors

Norma Santiago

I CERTIFY THAT:

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DATE: 6-17-10

Attest: SUZANNE ALLEN DE SANCHEZ, Clerk of the Board of Supervisors of the County of El Dorado, State of California.

By: 

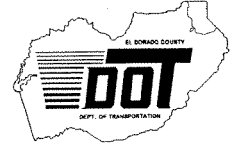


MAINTENANCE DIVISION
2441 Headington Road
Placerville CA 95667
Phone: (530) 642-4909
Fax: (530) 642-9238

JAMES W. WARE, P.E.
Director of Transportation

Internet Web Site:
<http://edcgov.us/dot>

MAIN OFFICE
2850 Fairlane Court
Placerville CA 95667
Phone: (530) 621-5900
Fax: (530) 626-0387



June 7, 2010

County of El Dorado County
Planning Services
2850 Fairlane Court
Placerville, CA 95667
Attn: Ms. Shawna Purvines, Senior Planner

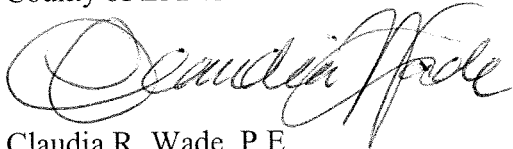
Ms. Purvines:

The Department of Transportation has reviewed the preliminary submittal for the Sunset Lane Development and has provided conditions for the project for the 2010-2011 Community Development Block (CDBG) Grant – General Allocation. Upon the complete submittal of the proposed development, further conditions will apply which are not funded through the CDBG Grant.

1. **Road Improvements - Sunset Lane:** The applicant shall provide a 60-foot total Right-of-Way (30-foot half width) along Sunset Lane frontage. The applicant shall construct a 28-foot wide paved roadway with Type 2 vertical curb and gutter with a 6-foot wide sidewalk along the Sunset Lane frontage consistent with Design Standard Plan 101B. The improvements shall be completed to the satisfaction of the Department of Transportation and the El Dorado County Transit Authority prior to issuance of a building permit.
2. **Road Improvements - Becken Lane:** The applicant shall provide a 50-foot total Right-of-Way (25-foot half width) along Becken Lane frontage. The applicant shall construct a 28-foot wide paved roadway with Type 2 vertical curb and gutter and a 6-foot sidewalk in accordance with Design Standard Plan 101B. The improvements shall be completed to the satisfaction of the Department of Transportation and the El Dorado County Transit Authority prior to issuance of a building permit.
3. **Bus Turnout:** The applicant shall construct a bus turnout along Sunset Lane in accordance to El Dorado County Transit Authority's standards. Exact location of turnout to be determined by Transit Authority. The improvements shall be completed to the satisfaction of the Department of Transportation and the El Dorado County Transit Authority prior to issuance of a building permit.
4. **Encroachment Permit:** The applicant must obtain an encroachment permit from DOT and construct the Becken Lane roadway encroachment onto Sunset Lane consistent with the provisions of County Design Std Plan **103G** prior to issuance of a building permit. The improvements shall be completed to the satisfaction of the Department of Transportation.

If you need additional information or have any questions, please feel free to contact me via e-mail at claudia.wade@edcgov.us or by phone at (530) 621-5977.

Sincerely,
County of El Dorado

A handwritten signature in cursive script, reading "Claudia R. Wade". The signature is written in dark ink and is positioned above the printed name and title.

Claudia R. Wade, P.E
Senior Civil Engineer
Transportation Planning and Land Development
Department of Transportation

APPLICATION SUMMARY - Forms

H. State Objectives:

If you are claiming state objective points for activities within this application, select which objective(s) and indicate for which activity and where supporting documentation can be found.

Note: *The Capacity Building objective is not activity-specific and can only be claimed once per application.*

Although only a maximum of 50 points will be awarded per application, select all objectives that are applicable to this application.

>>See Appendix F for additional information on State Objectives<<

State Objective Claimed:	For Activity(ies):	Application Page #
1. Capacity Building	<u>Housing Rehab</u>	✓ 61
2. Infrastructure Proposals	<u>PIHNC</u>	✓ 143
3.		
4.		

I. Section 504 Self-Evaluation:

HUD requires jurisdictions to have documented their compliance with Section 504. Applicants must attach a Section 504 Self-Certification form with their Application Package. It is important to note that the form itself does not constitute the jurisdiction's efforts to meet Section 504. The jurisdiction should have performed an analysis and evaluation of each factor and prepared a Section 504 Plan. The self-certification form is used to certify that the jurisdiction has performed this analysis and evaluation and to record areas of compliance or problems.

>>See the CDBG Grant Management Manual for additional information<<

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
General Allocation 2010-2011
Public Improvements in Support of Housing New Construction
Sunset Lane Apartments
El Dorado County

BENEFICIARIES

Presumed Benefit (Limited Clientele)

This CDBG application is a request for assistance to complete offsite Public Improvements in support of the Sunset Lane Apartments development. The development will be restricted by regulatory agreement to exclusively serve low and very low income families whose incomes do not exceed 50% of Area Median Income.

The conditioned Public Improvements for this project will only be developed with CDBG funds if this affordable multifamily housing development proceeds as planned. Therefore the National Objective is satisfied because the benefit of the Public Improvements and this development will be afforded to low and very low income eligible families. Following this page is an email from Thomas Brandeberry confirming this approach is correct.

Jeff Riley

From: Thomas Brandeberry [tbrandeb@hcd.ca.gov]
Sent: Monday, June 14, 2010 3:32 PM
To: Jeff Riley; Jo Ann Nash
Subject: RE: Q's: PISHNC - Esparto Multifamily. Yolo County CA

All of this makes sense. Thanks, Jeff.

Thomas Brandeberry
CDBG Section Chief
Department of Housing and Community Development
(916) 327-3613 (Voice)
(916) 319-8488 (Fax)

From: Jeff Riley [mailto:jriley@mercyhousing.org]
Sent: Monday, June 14, 2010 3:19 PM
To: Jo Ann Nash
Cc: Thomas Brandeberry
Subject: RE: Q's: PISHNC - Esparto Multifamily. Yolo County CA

JoAnn:

I will include the COA letter. The regulatory agreements are dependent on the funding sources we have yet to secure. We will not proceed with the construction of any improvements until all funding sources are secured. Most regulatory agreements are available following construction loan closing ; CTCAC is available only after construction and lease up are complete. If awarded I will be providing regular updates on the progress of all the above.

Thanks again –

Jeff

Jeffrey Riley
Senior Project Developer
Mercy Housing California
3120 Freeboard Drive, Suite 202
West Sacramento, CA 95691

P: 916.414.4406
F: 916.414.4490

From: Jo Ann Nash [mailto:jnash@hcd.ca.gov]
Sent: Monday, June 14, 2010 2:39 PM
To: Jeff Riley
Cc: Thomas Brandeberry
Subject: RE: Q's: PISHNC - Esparto Multifamily. Yolo County CA

Jeff,

Your bulleted summary of today's discussion in regard to the proposed multi-family project is correct.

Please be sure to include the Regulatory Agreement and the Condition of Approval for the offsite improvements in the application.

JoAnn

From: Jeff Riley [mailto:jriley@mercyhousing.org]
Sent: Monday, June 14, 2010 2:32 PM
To: Jo Ann Nash
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JoAnn:

Thank you for taking the time to resolve this issue and promptly following up.

Just to confirm, our conversation this morning clarified several issues regarding the PISHNC application we plan to submit. I have summarized them in the following bullet points:

- It was generally agreed that the low income housing development will serve to satisfy the National Objective as: "Benefiting low income persons".
- Providing a Census Tract information and map(s) in response to the "Service Area" question are solely for the purpose of defining "Need"; the HUD CT income data will not used to score this section as the Beneficiaries are 100% low income.
- The project has a *Presumed Benefit* due to housing development and provision of the conditioned public improvements are exclusively (by regulatory agreement / conditions of approval) for the benefit of low income persons.
- The "Beneficiaries (people)" question will be satisfied by checking the 100% Income restricted box.
- Need calculations will be completed using the above referenced census tract information

Please let me know if the above differs from your understanding of the what we discussed this morning with Thomas Brandeberry.

Regards,

Jeff

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From: Jo Ann Nash [mailto:jnash@hcd.ca.gov]
Sent: Monday, June 14, 2010 12:39 PM

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
General Allocation 2010-2011
Public Improvements in Support of Housing New Construction
Sunset Lane Apartments
El Dorado County

Service Area - National Objective Requirement

This CDBG application is a request for assistance to complete Public Improvements in support of the Sunset Lane Apartments development in the community of Shingle Springs in El Dorado County CA. The application satisfies the **National Objective requirement** because the Public Improvements proposed to support of this new multifamily housing development will be for the exclusive use of **low and very low income eligible families**. Following this page is an email discussion from Thomas Brandeberry confirming this application meets the National Objective.

The development will be restricted by regulatory agreement to exclusively serve low and very low income families whose incomes do not exceed 50% of Area Median Income. The income restrictions for this development will remain in force for a (minimum) period of 55 years.

Jeff Riley

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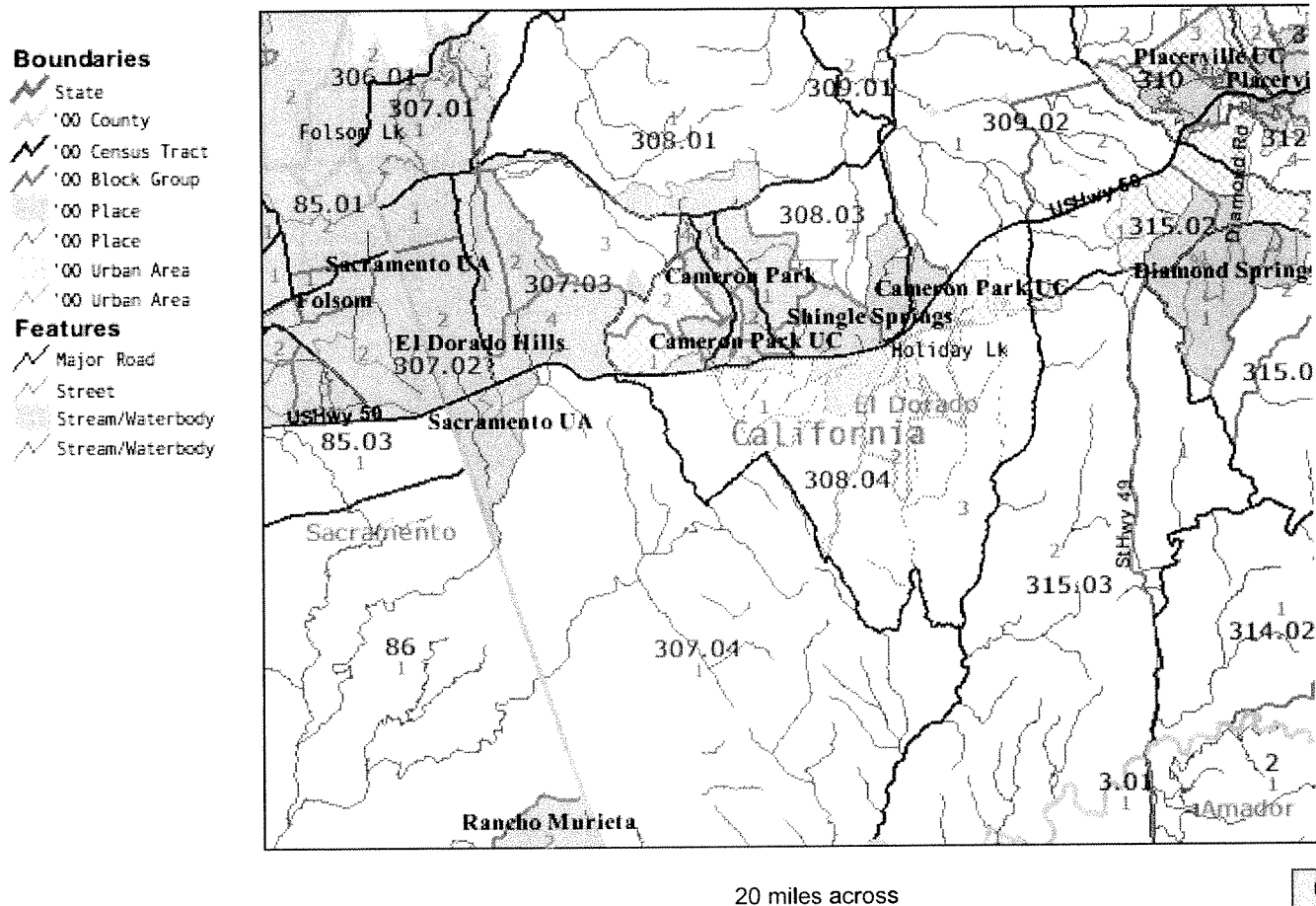
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Census Tract 308.04, El Dorado County, California



Jeff Riley

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From: Jo Ann Nash [mailto:jnash@hcd.ca.gov]
Sent: Monday, June 14, 2010 12:39 PM

**DP-4. Profile of Selected Housing Characteristics: 2000**

Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data

Geographic Area: **Census Tract 308.04, El Dorado County, California**

NOTE: Data based on a sample except in P3, P4, H3, and H4. For information on confidentiality protection, sampling error, nonsampling error, definitions, and count corrections see <http://factfinder.census.gov/home/en/datanotes/expsf3.htm>.

Subject	Number	Percent
Total housing units	2,091	100.0
UNITS IN STRUCTURE		
1-unit, detached	1,703	81.4
1-unit, attached	16	0.8
2 units	55	2.6
3 or 4 units	103	4.9
5 to 9 units	23	1.1
10 to 19 units	0	0.0
20 or more units	18	0.9
Mobile home	164	7.8
Boat, RV, van, etc.	9	0.4
YEAR STRUCTURE BUILT		
1999 to March 2000	153	7.3
1995 to 1998	154	7.4
1990 to 1994	227	10.9
1980 to 1989	634	30.3
1970 to 1979	628	30.0
1960 to 1969	169	8.1
1940 to 1959	95	4.5
1939 or earlier	31	1.5
ROOMS		
1 room	9	0.4
2 rooms	28	1.3
3 rooms	85	4.1
4 rooms	196	9.4
5 rooms	352	16.8
6 rooms	555	26.5
7 rooms	433	20.7
8 rooms	182	8.7
9 or more rooms	251	12.0
Median (rooms)	6.2	(X)
Occupied Housing Units	2,051	100.0
YEAR HOUSEHOLDER MOVED INTO UNIT		
1999 to March 2000	383	18.7
1995 to 1998	570	27.8
1990 to 1994	331	16.1
1980 to 1989	445	21.7
1970 to 1979	278	13.6
1969 or earlier	44	2.1
VEHICLES AVAILABLE		
None	21	1.0
1	403	19.6
2	787	38.4
3 or more	840	41.0

Subject	Number	Percent
HOUSE HEATING FUEL		
Utility gas	95	4.6
Bottled, tank, or LP gas	977	47.6
Electricity	558	27.2
Fuel oil, kerosene, etc.	8	0.4
Coal or coke	0	0.0
Wood	360	17.6
Solar energy	2	0.1
Other fuel	51	2.5
No fuel used	0	0.0
SELECTED CHARACTERISTICS		
Lacking complete plumbing facilities	11	0.5
Lacking complete kitchen facilities	20	1.0
No telephone service	0	0.0
OCCUPANTS PER ROOM		
Occupied housing units	2,051	100.0
1.00 or less	2,003	97.7
1.01 to 1.50	48	2.3
1.51 or more	0	0.0
Specified owner-occupied units	1,336	100.0
VALUE		
Less than \$50,000	0	0.0
\$50,000 to \$99,999	22	1.6
\$100,000 to \$149,999	74	5.5
\$150,000 to \$199,999	237	17.7
\$200,000 to \$299,999	492	36.8
\$300,000 to \$499,999	447	33.5
\$500,000 to \$999,999	57	4.3
\$1,000,000 or more	7	0.5
Median (dollars)	264,800	(X)
MORTGAGE STATUS AND SELECTED MONTHLY OWNER COSTS		
With a mortgage	1,067	79.9
Less than \$300	0	0.0
\$300 to \$499	18	1.3
\$500 to \$699	7	0.5
\$700 to \$999	64	4.8
\$1,000 to \$1,499	372	27.8
\$1,500 to \$1,999	267	20.0
\$2,000 or more	339	25.4
Median (dollars)	1,623	(X)
Not mortgaged	269	20.1
Median (dollars)	346	(X)
SELECTED MONTHLY OWNER COSTS AS A PERCENTAGE OF HOUSEHOLD INCOME IN 1999		
Less than 15 percent	374	28.0
15 to 19 percent	163	12.2
20 to 24 percent	245	18.3
25 to 29 percent	151	11.3
30 to 34 percent	129	9.7
35 percent or more	271	20.3
Not computed	3	0.2
Specified renter-occupied units	324	100.0
GROSS RENT		
Less than \$200	0	0.0
\$200 to \$299	11	3.4
\$300 to \$499	28	8.6
\$500 to \$749	64	19.8

Subject	Number	Percent
\$750 to \$999	127	39.2
\$1,000 to \$1,499	27	8.3
\$1,500 or more	48	14.8
No cash rent	19	5.9
Median (dollars)	808	(X)
GROSS RENT AS A PERCENTAGE OF HOUSEHOLD INCOME IN 1999		
Less than 15 percent	63	19.4
15 to 19 percent	48	14.8
20 to 24 percent	64	19.8
25 to 29 percent	39	12.0
30 to 34 percent	7	2.2
35 percent or more	84	25.9
Not computed	19	5.9

(X) Not applicable.

Source: U.S. Census Bureau, Census 2000 Summary File 3, Matrices H1, H7, H20, H23, H24, H30, H34, H38, H40, H43, H44, H48, H51, H62, H63, H69, H74, H76, H90, H91, and H94

DP-1: Profile of General Demographic Characteristics: 2000
 Data Set: Census 2000 Summary File 1 (SF 1) 100-Percent Data
 Geographic Area: Census Tract 308.04, El Dorado County, California

NOTE: For information on confidentiality protection, nonsampling error, definitions, and count corrections see <http://factfinder.census.gov/home/en/datanotes/expsf1u.htm>.

Subject	Number	Percent
Total population	5,758	100
SEX AND AGE		
Male	2,786	48.4
Female	2,972	51.6
Under 5 years	297	5.2
5 to 9 years	440	7.6
10 to 14 years	519	9
15 to 19 years	411	7.1
20 to 24 years	247	4.3
25 to 34 years	428	7.4
35 to 44 years	974	16.9
45 to 54 years	1,080	18.8
55 to 59 years	382	6.6
60 to 64 years	303	5.3
65 to 74 years	385	6.7
75 to 84 years	246	4.3
85 years and over	46	0.8
Median age (years)	40.8	(X)
18 years and over	4,224	73.4
Male	2,046	35.5
Female	2,178	37.8
21 years and over	4,038	70.1
62 years and over	838	14.6
65 years and over	677	11.8
Male	316	5.5
Female	361	6.3

RACE		
One race	5,604	97.3
White	5,404	93.9
Black or African American	21	0.4
American Indian and Alaska Native	52	0.9
Asian	58	1
Asian Indian	8	0.1
Chinese	17	0.3
Filipino	11	0.2
Japanese	10	0.2
Korean	4	0.1
Vietnamese	2	0
Other Asian 1	6	0.1
Native Hawaiian and Other Pacific Islander	7	0.1
Native Hawaiian	2	0
Guamanian or Chamorro	1	0
Samoan	3	0.1
Other Pacific Islander 2	1	0
Some other race	62	1.1
Two or more races	154	2.7
<i>Race alone or in combination with one or more other races 3</i>		
White	5,546	96.3
Black or African American	29	0.5
American Indian and Alaska Native	130	2.3
Asian	90	1.6
Native Hawaiian and Other Pacific Islander	10	0.2
Some other race	114	2
HISPANIC OR LATINO AND RACE		
Total population	5,758	100
Hispanic or Latino (of any race)	335	5.8
Mexican	208	3.6
Puerto Rican	3	0.1
Cuban	7	0.1
Other Hispanic or Latino	117	2
Not Hispanic or Latino	5,423	94.2
White alone	5,169	89.8
RELATIONSHIP		
Total population	5,758	100
In households	5,758	100
Householder	2,051	35.6
Spouse	1,452	25.2
Child	1,757	30.5
Own child under 18 years	1,372	23.8
Other relatives	268	4.7
Under 18 years	124	2.2
Nonrelatives	230	4

Unmarried partner	89	1.5
In group quarters	0	0
Institutionalized population	0	0
Noninstitutionalized population	0	0
HOUSEHOLDS BY TYPE		
Total households	2,051	100
Family households (families)	1,678	81.8
With own children under 18 years	719	35.1
Married-couple family	1,452	70.8
With own children under 18 years	583	28.4
Female householder, no husband present	164	8
With own children under 18 years	99	4.8
Nonfamily households	373	18.2
Householder living alone	282	13.7
Householder 65 years and over	114	5.6
Households with individuals under 18 years	792	38.6
Households with individuals 65 years and over	474	23.1
Average household size	2.81	(X)
Average family size	3.07	(X)
HOUSING OCCUPANCY		
Total housing units	2,091	100
Occupied housing units	2,051	98.1
Vacant housing units	40	1.9
For seasonal, recreational, or occasional use	5	0.2
Homeowner vacancy rate (percent)	0.4	(X)
Rental vacancy rate (percent)	4	(X)
HOUSING TENURE		
Occupied housing units	2,051	100
Owner-occupied housing units	1,719	83.8
Renter-occupied housing units	332	16.2
Average household size of owner-occupied unit	2.84	(X)
Average household size of renter-occupied unit	2.63	(X)

(X) Not applicable

1 Other Asian alone, or two or more Asian categories.

2 Other Pacific Islander alone, or two or more Native Hawaiian and Other Pacific Islander categories.

3 In combination with one or more other races listed. The six numbers may add to more than the total population and the six percentages may add to more than 100 percent because individuals may report more than one race.

Source: U.S. Census Bureau, Census 2000 Summary File 1, Matrices P1, P3, P4, P8, P9, P12, P13, P17, P18, P19, P20, P23, P27, P28, P33, PCT5, PCT8, PCT11, PCT15, H1, H3, H4, H5, H11, and H12.

DP-4: Profile of Selected Housing Characteristics: 2000
Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data
Geographic Area: Census Tract 308.04, El Dorado County, California

NOTE: Data based on a sample except in P3, P4, H3, and H4. For information on confidentiality protection, sampling error, nonsampling error, definitions, and count corrections see <http://factfinder.census.gov/home/en/datanotes/expsf3.htm>.

Subject	Number	Percent
Total housing units	2,091	100
UNITS IN STRUCTURE		
1-unit, detached	1,703	81.4
1-unit, attached	16	0.8
2 units	55	2.6
3 or 4 units	103	4.9
5 to 9 units	23	1.1
10 to 19 units	0	0
20 or more units	18	0.9
Mobile home	164	7.8
Boat, RV, van, etc.	9	0.4
YEAR STRUCTURE BUILT		
1999 to March 2000	153	7.3
1995 to 1998	154	7.4
1990 to 1994	227	10.9
1980 to 1989	634	30.3
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1939 or earlier	31	1.5
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5 rooms	352	16.8
6 rooms	555	26.5
7 rooms	433	20.7
8 rooms	182	8.7
9 or more rooms	251	12
Median (rooms)	6.2	(X)
Occupied Housing Units	2,051	100

YEAR HOUSEHOLDER MOVED INTO UNIT			
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1980 to 1989		445	21.7
1970 to 1979		278	13.6
1969 or earlier		44	2.1
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None		21	1
1		403	19.6
2		787	38.4
3 or more		840	41
HOUSE HEATING FUEL			
Utility gas		95	4.6
Bottled, tank, or LP gas		977	47.6
Electricity		558	27.2
Fuel oil, kerosene, etc.		8	0.4
Coal or coke		0	0
Wood		360	17.6
Solar energy		2	0.1
Other fuel		51	2.5
No fuel used		0	0
SELECTED CHARACTERISTICS			
Lacking complete plumbing facilities		11	0.5
Lacking complete kitchen facilities		20	1
No telephone service		0	0
OCCUPANTS PER ROOM			
Occupied housing units		2,051	100
1.00 or less		2,003	97.7
1.01 to 1.50		48	2.3
1.51 or more		0	0
Specified owner-occupied units		1,336	100
VALUE			
Less than \$50,000		0	0
\$50,000 to \$99,999		22	1.6
\$100,000 to \$149,999		74	5.5
\$150,000 to \$199,999		237	17.7
\$200,000 to \$299,999		492	36.8
\$300,000 to \$499,999		447	33.5
\$500,000 to \$999,999		57	4.3
\$1,000,000 or more		7	0.5
Median (dollars)		264,800	(X)

MORTGAGE STATUS AND SELECTED MONTHLY OWNER COSTS		
With a mortgage	1,067	79.9
Less than \$300	0	0
\$300 to \$499	18	1.3
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\$1,500 to \$1,999	267	20
\$2,000 or more	339	25.4
Median (dollars)	1,623	(X)
Not mortgaged	269	20.1
Median (dollars)	346	(X)
SELECTED MONTHLY OWNER COSTS AS A PERCENTAGE		
Less than 15 percent	374	28
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30 to 34 percent	129	9.7
35 percent or more	271	20.3
Not computed	3	0.2
Specified renter-occupied units		
	324	100
GROSS RENT		
Less than \$200	0	0
\$200 to \$299	11	3.4
\$300 to \$499	28	8.6
\$500 to \$749	64	19.8
\$750 to \$999	127	39.2
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35 percent or more	84	25.9
Not computed	19	5.9

(X) Not applicable.

Source: U.S. Census Bureau, Census 2000 Summary File 3, Matrices H1, H7, H20, H23, H24, H30, H34, H38, H40, H43, H44, H48, H51, H62, H63, H69, H74, H76, H90, H91, and H94

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
General Allocation 2010-2011
Public Improvements in Support of Housing New Construction
Sunset Lane Apartments
El Dorado County

NEED FOR NEW UNITS

The need for Public Improvements to Support the Housing New Construction is defined by the census tract in which the development will be located. The Sunset Lane Apartment development will serve the housing needs of low income persons locally living that are in need of affordable housing. This area is defined as El Dorado County Census Tract 308.04.

Jeff Riley

From: Thomas Brandeberry [tbrandeb@hcd.ca.gov]
Sent: Monday, June 14, 2010 3:32 PM
To: Jeff Riley; Jo Ann Nash
Subject: RE: Q's: PISHNC - Esparto Multifamily. Yolo County CA

All of this makes sense. Thanks, Jeff.

Thomas Brandeberry
CDBG Section Chief
Department of Housing and Community Development
(916) 327-3613 (Voice)
(916) 319-8488 (Fax)

From: Jeff Riley [mailto:jriley@mercyhousing.org]
Sent: Monday, June 14, 2010 3:19 PM
To: Jo Ann Nash
Cc: Thomas Brandeberry
Subject: RE: Q's: PISHNC - Esparto Multifamily. Yolo County CA

JoAnn:

I will include the COA letter. The regulatory agreements are dependent on the funding sources we have yet to secure. We will not proceed with the construction of any improvements until all funding sources are secured. Most regulatory agreements are available following construction loan closing ; CTCAC is available only after construction and lease up are complete. If awarded I will be providing regular updates on the progress of all the above.

Thanks again –

Jeff

Jeffrey Riley
Senior Project Developer
Mercy Housing California
3120 Freeboard Drive, Suite 202
West Sacramento, CA 95691

P: 916.414.4406
F: 916.414.4490

From: Jo Ann Nash [mailto:jnash@hcd.ca.gov]
Sent: Monday, June 14, 2010 2:39 PM
To: Jeff Riley
Cc: Thomas Brandeberry
Subject: RE: Q's: PISHNC - Esparto Multifamily. Yolo County CA

Jeff,

Your bulleted summary of today's discussion in regard to the proposed multi-family project is correct.

Please be sure to include the Regulatory Agreement and the Condition of Approval for the offsite improvements in the application.

JoAnn

From: Jeff Riley [mailto:jriley@mercyhousing.org]
Sent: Monday, June 14, 2010 2:32 PM
To: Jo Ann Nash
Cc: Thomas Brandeberry
Subject: RE: Q's: PISHNC - Esparto Multifamily. Yolo County CA

JoAnn:

Thank you for taking the time to resolve this issue and promptly following up.

Just to confirm, our conversation this morning clarified several issues regarding the PISHNC application we plan to submit. I have summarized them in the following bullet points:

- It was generally agreed that the low income housing development will serve to satisfy the National Objective as: "Benefiting low income persons".
- Providing a Census Tract information and map(s) in response to the "Service Area" question are solely for the purpose of defining "Need"; the HUD CT income data will not be used to score this section as the Beneficiaries are 100% low income.
- The project has a *Presumed Benefit* due to housing development and provision of the conditioned public improvements are exclusively (by regulatory agreement / conditions of approval) for the benefit of low income persons.
- The "Beneficiaries (people)" question will be satisfied by checking the 100% Income restricted box.
- Need calculations will be completed using the above referenced census tract information

Please let me know if the above differs from your understanding of the what we discussed this morning with Thomas Brandeberry.

Regards,

Jeff

Jeffrey Riley
Senior Project Developer
Mercy Housing California
3120 Freeboard Drive, Suite 202
West Sacramento, CA 95691

: 916.414.4406
F: 916.414.4490

From: Jo Ann Nash [mailto:jnash@hcd.ca.gov]
Sent: Monday, June 14, 2010 12:39 PM

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

General Allocation 2010-2011

Public Improvements in Support of Housing New Construction

Sunset Lane Apartments

El Dorado County

DP-4: Profile of Selected Housing Characteristics: 2000

Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data

Geographic Area: Census Tract 308.04, El Dorado County, California

RENTER OVERPAYMENT

GROSS RENT AS A PERCENTAGE OF HOUSEHOLD INCOME IN 1999		
Less than 15 percent	63	19.4
15 to 19 percent	48	14.8
20 to 24 percent	64	19.8
25 to 29 percent	39	12
30 to 34 percent	7	2.2
35 percent or more	84	25.9
Not computed	19	5.9

Paying Less than 25%	175
Paying More than 25%	130
Total	305
Renter Overpayment	42.62%

DP-4: Profile of Selected Housing Characteristics: 2000
 Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data
 Geographic Area: Census Tract 308.04, El Dorado County, California

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Jeff Riley

From: Thomas Brandeberry [tbrandeb@hcd.ca.gov]
Sent: Monday, June 14, 2010 3:32 PM
To: Jeff Riley; Jo Ann Nash
Subject: RE: Q's: PISHNC - Esparto Multifamily. Yolo County CA

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JoAnn:

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Thanks again –

Jeff

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Cc: Thomas Brandeberry
Subject: RE: Q's: PISHNC - Esparto Multifamily. Yolo County CA

Jeff,

Your bulleted summary of today's discussion in regard to the proposed multi-family project is correct.

Please be sure to include the Regulatory Agreement and the Condition of Approval for the offsite improvements in the application.

JoAnn

From: Jeff Riley [mailto:jriley@mercyhousing.org]
Sent: Monday, June 14, 2010 2:32 PM
To: Jo Ann Nash
Cc: Thomas Brandeberry
Subject: RE: Q's: PISHNC - Esparto Multifamily. Yolo County CA

JoAnn:

Thank you for taking the time to resolve this issue and promptly following up.

Just to confirm, our conversation this morning clarified several issues regarding the PISHNC application we plan to submit. I have summarized them in the following bullet points:

- It was generally agreed that the low income housing development will serve to satisfy the National Objective as: "Benefiting low income persons".
- Providing a Census Tract information and map(s) in response to the "Service Area" question are solely for the purpose of defining "Need"; the HUD CT income data will not used to score this section as the Beneficiaries are 100% low income.
- The project has a *Presumed Benefit* due to housing development and provision of the conditioned public improvements are exclusively (by regulatory agreement / conditions of approval) for the benefit of low income persons.
- The "Beneficiaries (people)" question will be satisfied by checking the 100% Income restricted box.
- Need calculations will be completed using the above referenced census tract information

Please let me know if the above differs from your understanding of the what we discussed this morning with Thomas Brandeberry.

Regards,

Jeff

Jeffrey Riley
Senior Project Developer
Mercy Housing California
3120 Freeboard Drive, Suite 202
West Sacramento, CA 95691

: 916.414.4406
F: 916.414.4490

From: Jo Ann Nash [mailto:jnash@hcd.ca.gov]
Sent: Monday, June 14, 2010 12:39 PM

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

General Allocation 2010-2011

Public Improvements in Support of Housing New Construction

Sunset Lane Apartments

El Dorado County

DP-4: Profile of Selected Housing Characteristics: 2000

Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data

Geographic Area: Census Tract 308.04, El Dorado County, California

OVERCROWDING

OCCUPANTS PER ROOM		
Occupied housing units	2,051	100
1.00 or less	2,003	97.7
1.01 to 1.50	48	2.3
1.51 or more	0	0

1.01 or More per room	48
Total	<u>2,051</u>

Overcrowding	2.34%
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DP-4: Profile of Selected Housing Characteristics: 2000
 Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data
 Geographic Area: Census Tract 308.04, El Dorado County, California

NOTE: Data based on a sample except in P3, P4, H3, and H4. For information on confidentiality protection, sampling error, nonsampling error, definitions, and count corrections see <http://factfinder.census.gov/home/en/datanotes/expsf3.htm>.

Subject	Number	Percent
Total housing units	2,091	100
UNITS IN STRUCTURE		
1-unit, detached	1,703	81.4
1-unit, attached	16	0.8
2 units	55	2.6
3 or 4 units	103	4.9
5 to 9 units	23	1.1
10 to 19 units	0	0
20 or more units	18	0.9
Mobile home	164	7.8
Boat, RV, van, etc.	9	0.4
YEAR STRUCTURE BUILT		
1999 to March 2000	153	7.3
1995 to 1998	154	7.4
1990 to 1994	227	10.9
1980 to 1989	634	30.3
1970 to 1979	628	30
1960 to 1969	169	8.1
1940 to 1959	95	4.5
1939 or earlier	31	1.5
ROOMS		
1 room	9	0.4
2 rooms	28	1.3
3 rooms	85	4.1
4 rooms	196	9.4
5 rooms	352	16.8
6 rooms	555	26.5
7 rooms	433	20.7
8 rooms	182	8.7
9 or more rooms	251	12
Median (rooms)	6.2	(X)
Occupied Housing Units	2,051	100

YEAR HOUSEHOLDER MOVED INTO UNIT		
1999 to March 2000	383	18.7
1995 to 1998	570	27.8
1990 to 1994	331	16.1
1980 to 1989	445	21.7
1970 to 1979	278	13.6
1969 or earlier	44	2.1
VEHICLES AVAILABLE		
None	21	1
1	403	19.6
2	787	38.4
3 or more	840	41
HOUSE HEATING FUEL		
Utility gas	95	4.6
Bottled, tank, or LP gas	977	47.6
Electricity	558	27.2
Fuel oil, kerosene, etc.	8	0.4
Coal or coke	0	0
Wood	360	17.6
Solar energy	2	0.1
Other fuel	51	2.5
No fuel used	0	0
SELECTED CHARACTERISTICS		
Lacking complete plumbing facilities	11	0.5
Lacking complete kitchen facilities	20	1
No telephone service	0	0
OCCUPANTS PER ROOM		
Occupied housing units	2,051	100
1.00 or less	2,003	97.7
1.01 to 1.50	48	2.3
1.51 or more	0	0
Specified owner-occupied units	1,336	100
VALUE		
Less than \$50,000	0	0
\$50,000 to \$99,999	22	1.6
\$100,000 to \$149,999	74	5.5
\$150,000 to \$199,999	237	17.7
\$200,000 to \$299,999	492	36.8
\$300,000 to \$499,999	447	33.5
\$500,000 to \$999,999	57	4.3
\$1,000,000 or more	7	0.5
Median (dollars)	264,800	(X)

MORTGAGE STATUS AND SELECTED MONTHLY OWNER COSTS		
With a mortgage	1,067	79.9
Less than \$300	0	0
\$300 to \$499	18	1.3
\$500 to \$699	7	0.5
\$700 to \$999	64	4.8
\$1,000 to \$1,499	372	27.8
\$1,500 to \$1,999	267	20
\$2,000 or more	339	25.4
Median (dollars)	1,623	(X)
Not mortgaged	269	20.1
Median (dollars)	346	(X)
SELECTED MONTHLY OWNER COSTS AS A PERCENTAGE		
Less than 15 percent	374	28
15 to 19 percent	163	12.2
20 to 24 percent	245	18.3
25 to 29 percent	151	11.3
30 to 34 percent	129	9.7
35 percent or more	271	20.3
Not computed	3	0.2
Specified renter-occupied units	324	100
GROSS RENT		
Less than \$200	0	0
\$200 to \$299	11	3.4
\$300 to \$499	28	8.6
\$500 to \$749	64	19.8
\$750 to \$999	127	39.2
\$1,000 to \$1,499	27	8.3
\$1,500 or more	48	14.8
No cash rent	19	5.9
Median (dollars)	808	(X)
GROSS RENT AS A PERCENTAGE OF HOUSEHOLD INCOME IN 1999		
Less than 15 percent	63	19.4
15 to 19 percent	48	14.8
20 to 24 percent	64	19.8
25 to 29 percent	39	12
30 to 34 percent	7	2.2
35 percent or more	84	25.9
Not computed	19	5.9

(X) Not applicable.

Source: U.S. Census Bureau, Census 2000 Summary File 3, Matrices H1, H7, H20, H23, H24, H30, H34, H38, H40, H43, H44, H48, H51, H62, H63, H69, H74, H76, H90, H91, and H94

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

General Allocation 2010-2011

Public Improvements in Support of Housing New Construction

Sunset Lane Apartments

El Dorado County

DP-1: Profile of General Demographic Characteristics: 2000

Data Set: Census 2000 Summary File 1 (SF 1) 100-Percent Data

Geographic Area: Census Tract 308.04, El Dorado County, California

HOMEOWNER / RENTER VACANCY RATE

HOUSING OCCUPANCY		
Total housing units	2,091	100
Occupied housing units	2,051	98.1
Vacant housing units	40	1.9
For seasonal, recreational, or occasional use	5	0.2
Homeowner vacancy rate (percent)	0.4	(X)
Rental vacancy rate (percent)	4	(X)

DP-1: Profile of General Demographic Characteristics: 2000
 Data Set: Census 2000 Summary File 1 (SF 1) 100-Percent Data
 Geographic Area: Census Tract 308.04, El Dorado County, California

NOTE: For information on confidentiality protection, nonsampling error, definitions, and count corrections see <http://factfinder.census.gov/home/en/datanotes/expsf1u.htm>.

Subject	Number	Percent
Total population	5,758	100
SEX AND AGE		
Male	2,786	48.4
Female	2,972	51.6
Under 5 years	297	5.2
5 to 9 years	440	7.6
10 to 14 years	519	9
15 to 19 years	411	7.1
20 to 24 years	247	4.3
25 to 34 years	428	7.4
35 to 44 years	974	16.9
45 to 54 years	1,080	18.8
55 to 59 years	382	6.6
60 to 64 years	303	5.3
65 to 74 years	385	6.7
75 to 84 years	246	4.3
85 years and over	46	0.8
Median age (years)	40.8	(X)
18 years and over	4,224	73.4
Male	2,046	35.5
Female	2,178	37.8
21 years and over	4,038	70.1
62 years and over	838	14.6
65 years and over	677	11.8
Male	316	5.5
Female	361	6.3

RACE		
One race	5,604	97.3
White	5,404	93.9
Black or African American	21	0.4
American Indian and Alaska Native	52	0.9
Asian	58	1
Asian Indian	8	0.1
Chinese	17	0.3
Filipino	11	0.2
Japanese	10	0.2
Korean	4	0.1
Vietnamese	2	0
Other Asian 1	6	0.1
Native Hawaiian and Other Pacific Islander	7	0.1
Native Hawaiian	2	0
Guamanian or Chamorro	1	0
Samoan	3	0.1
Other Pacific Islander 2	1	0
Some other race	62	1.1
Two or more races	154	2.7
<i>Race alone or in combination with one or more other races 3</i>		
White	5,546	96.3
Black or African American	29	0.5
American Indian and Alaska Native	130	2.3
Asian	90	1.6
Native Hawaiian and Other Pacific Islander	10	0.2
Some other race	114	2
HISPANIC OR LATINO AND RACE		
Total population	5,758	100
Hispanic or Latino (of any race)	335	5.8
Mexican	208	3.6
Puerto Rican	3	0.1
Cuban	7	0.1
Other Hispanic or Latino	117	2
Not Hispanic or Latino	5,423	94.2
White alone	5,169	89.8
RELATIONSHIP		
Total population	5,758	100
In households	5,758	100
Householder	2,051	35.6
Spouse	1,452	25.2
Child	1,757	30.5
Own child under 18 years	1,372	23.8
Other relatives	268	4.7
Under 18 years	124	2.2
Nonrelatives	230	4

Unmarried partner	89	1.5
In group quarters	0	0
Institutionalized population	0	0
Noninstitutionalized population	0	0
HOUSEHOLDS BY TYPE		
Total households	2,051	100
Family households (families)	1,678	81.8
With own children under 18 years	719	35.1
Married-couple family	1,452	70.8
With own children under 18 years	583	28.4
Female householder, no husband present	164	8
With own children under 18 years	99	4.8
Nonfamily households	373	18.2
Householder living alone	282	13.7
Householder 65 years and over	114	5.6
Households with individuals under 18 years	792	38.6
Households with individuals 65 years and over	474	23.1
Average household size	2.81	(X)
Average family size	3.07	(X)
HOUSING OCCUPANCY		
Total housing units	2,091	100
Occupied housing units	2,051	98.1
Vacant housing units	40	1.9
For seasonal, recreational, or occasional use	5	0.2
Homeowner vacancy rate (percent)	0.4	(X)
Rental vacancy rate (percent)	4	(X)
HOUSING TENURE		
Occupied housing units	2,051	100
Owner-occupied housing units	1,719	83.8
Renter-occupied housing units	332	16.2
Average household size of owner-occupied unit	2.84	(X)
Average household size of renter-occupied unit	2.63	(X)

(X) Not applicable

1 Other Asian alone, or two or more Asian categories.

2 Other Pacific Islander alone, or two or more Native Hawaiian and Other Pacific Islander categories.

3 In combination with one or more other races listed. The six numbers may add to more than the total population and the six percentages may add to more than 100 percent because individuals may report more than one race.

Source: U.S. Census Bureau, Census 2000 Summary File 1, Matrices P1, P3, P4, P8, P9, P12, P13, P,17, P18, P19, P20, P23, P27, P28, P33, PCT5, PCT8, PCT11, PCT15, H1, H3, H4, H5, H11, and H12.



EL DORADO COUNTY
DEPARTMENT OF HUMAN SERVICES
El Dorado County Public Housing Authority
Daniel Nielson, M.P.A., Executive Director

May 26, 2010

To Whom It May Concern:

The El Dorado County Public Housing Authority is a legal entity that operates under the umbrella organization of the El Dorado County Department of Human Services. The Public Housing Authority operates under federal guidelines from the U.S. Department of Housing and Urban Development to provide the Housing Choice Voucher (HCV) program, a rental subsidy assistance program, formerly known as Section 8.

The program provides rental assistance to very-low income individuals and families earning less than 50% of the area median income who select their own rentals from homes, mobile homes and apartments on the private market in El Dorado County. A program waiting list is maintained for individuals and families seeking assistance in the HCV program.

The waiting list for El Dorado County closed in February 2008. The wait list currently consists of 673 individuals and families needing assistance in obtaining affordable housing. With only 374 vouchers available within the County, those on the list may wait several years for a voucher to become available.

Sincerely,

Cynthia Wallington
Program Manager II
El Dorado County Human Services

FIRST-TIME HOMEBUYERS WAITING LIST

	Date		Name	TIG	D/S	HH Size
1	01/23/03	D	Frazetti	EXL		1
2	03/28/03	M	Behvand	EXL		2
3	05/13/03	J	Ramirez	EXL		2
4	08/27/03	D	Kissinger	EXL		1
5	09/18/03	A	Minor	EXL		2
6	11/26/03	C	Murry	EXL		4
7	01/17/04	K	Cass	EXL		1
8	01/28/04	S	Livosi	EXL	D	1
9	02/04/04	L	Holzer	EXL		4
10	02/11/04	T	Smith	EXL	D	1
11	02/19/04	M	Trinwith	EXL		1
12	03/24/04	K	Hall	EXL		2
13	04/01/04	R	Gardner	EXL	D	2
14	04/08/04	N	Gardea	EXL		4
15	07/13/04	F	Thompson	EXL		4
16	08/17/04	K	Running	EXL		1
17	08/21/04	J	Toy	EXL		1
18	02/24/05	S	Ray	EXL		3
19	03/24/05	D	Schaffer	EXL	D	1
20	04/23/05	K	Bevand	EXL		1
21	06/04/05	D	Rogers	EXL		1
22	06/14/05	N	Boultinghouse	EXL		5
23	06/14/05	S	Granger	EXL		3
24	06/17/05	V	Miller	EXL	DS	1
25	06/22/05	K	Davis	EXL	D	1
26	06/24/05	D	Kissinger	EXL		1
27	06/24/05	L	Renk	EXL		1
28	06/24/05	L	Renk	EXL		1
29	06/30/05	R	Gardner	EXL	D	2
30	06/30/05	R	Gardner	EXL	D	2
31	06/30/05	M	Hayden	EXL		1
32	06/30/05	M	Hayden	EXL		1
33	07/01/05	A	Galstyan	EXL		4
34	07/01/05	A	Galstyan	EXL		4
35	07/01/05	A	Moore	EXL		2
36	07/05/05	C	Staff	EXL	D	1
37	07/19/05	J	Rice	EXL		2
38	07/27/05	S	Vega	EXL		4
39	07/30/05	G	Young	EXL		2
40	10/06/05	N	Gardea	EXL		4
41	02/03/06	B	Shultz	EXL	D	1
42	03/16/06	S	Ftender	EXL		1
43	04/07/06	B	J.	EXL	S/D	1
44	05/19/06	A	Weiss	EXL		3
45	10/18/02	S	Bambra	L		2
46	01/09/03	B	Cain	L		3
47	01/25/03	J	Marzocco	L		2
48	04/29/03	S	McCoy	L		2
49	06/26/03	A	Kurtz	L		4

EXL = Extremely Low Income <30% AMI
VL = Very Low Income <50% AMI
L = Low Income <80% AMI

Average HH Size		2.59
Extremely Low Income	44	20%
Very Low Income	74	34%
Low Income	98	45%
Disabled	16	7%
Senior	4	2%

1

1

FIRST-TIME HOMEBUYERS WAITING LIST

	Date	Name	TIG	D/S	HH Size	
50	06/26/03	A Kurtz	L		4	
51	07/11/03	C Koch	L		4	
52	08/19/03	L Wells	L		4	
53	08/26/03	S Safaei	L		4	
54	10/15/03	D Shearer	L		2	
55	11/13/03	A Moore	L		2	
56	11/15/03	K Kalteren	L		1	
57	11/20/03	L Matthews	L		1	
58	11/27/03	D Edmonds	L		4	
59	12/02/03	M Boulit	L		4	
60	12/10/03	E Chervo	L	D	1	
61	12/27/03	G Rangel	L		4	
62	01/02/04	J Rice	L		1	
63	01/07/04	K Smith	L		4	
64	01/09/04	D Rice	L		8	
65	01/15/04	H Dawson	L		2	
66	01/21/04	C Mchurd	L		2	
67	01/28/04	M Duran	L		6	
68	01/31/04	S Perry	L		5	
69	02/18/04	S Durgan	L		3	
70	02/21/04	R Patterson	L		1	
71	02/25/04	H Andrews	L		1	
72	02/26/04	L Sanchez	L		4	
73	03/11/04	C Drake	L		3	
74	04/24/04	J Rice	L		1	
75	05/21/04	J Patterson	L		5	
76	05/26/04	J Taylor	L		4	
77	06/01/04	S Black	L		2	
78	06/01/04	P Konn	L		2	
79	06/01/04	M Smith	L		2	
80	06/01/04	C Wineger	L		4	
81	06/05/04	S Bixby	L		3	
82	06/08/04	S Crocker	L		4	
83	06/12/04	K Lusher	L		2	
84	07/13/04	J Wilson	L		4	
85	08/03/04	L Wharton	L		3	
86	08/27/04	S Tredway	L	S	1	1
87	09/04/04	J Smith	L		5	
88	09/10/04	K Curtin	L		1	
89	09/30/04	M Tremain	L		1	
90	11/17/04	A Randall	L		4	
91	12/07/04	S Hoagoand	L		3	
92	12/29/04	R Thompson	L		2	
93	01/01/05	S Burrows	L		4	
94	01/05/05	K Peaker	L		3	
95	01/08/05	H Cha	L		4	
96	01/19/05	N Lejeune	L		3	
97	02/08/05	T Barnard	L		2	
98	02/24/05	A Clarin	L		9	

FIRST-TIME HOMEBUYERS WAITING LIST

	Date		Name	TIG	D/S	HH Size	
99	02/24/05	P	Sciacca	L		1	
100	03/24/05	K	Anderson	L		1	
101	04/09/05	A	Harbert	L		2	
102	04/15/05	I	Octora	L		1	
103	04/21/05	D	Hernandez	L		1	
104	04/23/05	M	Harding	L		2	
105	05/03/05	K	Viecko	L		4	
106	05/04/05	B	Quigley	L		2	
107	05/13/05	J	Butler	L		2	
108	06/09/05	B	Wilson	L		1	
109	06/10/05	V	Gowdy	L		2	
110	06/10/05	J	Marzocco	L		2	
111	06/11/05	S	Moana	L		1	
112	06/11/05	J	Smith	L		4	
113	06/18/05	L	Ordway	L		4	
114	06/22/05	L	Tavares	L		1	
115	06/23/05	D	Burns	L		1	
116	06/25/05	E	Ennes	L		3	
117	07/01/05	M	Olson	L		3	
118	07/01/05	M	Olson	L		3	
119	07/01/05	R	Patterson	L		1	
120	07/05/05	B	Lapanja	L		4	
121	07/05/05	J	Olson	L		2	
122	07/08/05	D	Edmonds	L		4	
123	07/09/05	W	Johnson	L		2	
124	07/16/05	S	Short	L	S	2	1
125	07/23/05	M	Gustofson	L		1	
126	07/27/05	C	Drake	L		3	
127	08/06/05	S	Brow	L		3	
128	08/10/05	L	Biggs	L		1	
129	08/18/05	C	Bonham	L		1	
130	8/26/2005	S	Kocher	L		1	
131	09/22/05	M	Topzand	L		5	
132	09/27/05	G	Bridges	L		2	
133	09/28/05	M	Duran	L		6	
134	10/04/05	P	Hildago	L		1	
135	10/06/05	L	Behrendt	L		1	
136	10/19/05	D	Gray	L		2	
137	11/08/05	H	Harris	L		1	
138	01/24/06	B	Chamberlain	L		2	
139	02/07/06	B	Kanehl	L		1	
140	04/06/06	S	Garcia	L		1	
141	04/06/06	C	Jarrett	L		1	
142	04/08/06	L	Whetten	L	D	1	
143	08/15/02	D	Rooke	VL		4	
144	08/15/02	R	Thomas	VL		2	
145	08/20/02	B	Bakken	VL		3	
146	08/20/02	J	Beltran	VL		4	
147	10/09/02	C	Delefuente	VL		1	

FIRST-TIME HOMEBUYERS WAITING LIST

	Date	Name	TIG	D/S	HH Size
148	02/28/03	S Willson	VL		1
149	03/05/03	V Feeley	VL		3
150	03/12/03	M Ellis	VL		2
151	05/20/03	G Salazar	VL		2
152	07/02/03	J Farias	VL		5
153	07/15/03	J Cain	VL		4
154	08/05/03	N Riley	VL		2
155	09/19/03	S Marks	VL		2
156	10/09/03	P Millard	VL	D	1
157	11/06/03	C Ragan	VL		7
158	12/20/03	G Young	VL		2
159	01/13/04	H Duvall	VL		3
160	01/16/04	T Carter	VL		2
161	01/17/04	J Crabtree	VL		1
162	01/24/04	M Arredondo	VL		4
163	01/30/04	C McCoy	VL		2
164	02/18/04	C Alexander	VL		2
165	02/20/04	A Kolari	VL		3
166	02/21/04	H Marrs	VL		4
167	02/26/04	D Holman	VL	D	2
168	03/09/04	L Blake	VL		3
169	03/09/04	L Rogers	VL		6
170	03/30/04	N Berry	VL		3
171	04/23/04	M Pickard	VL		4
172	05/21/04	S Presley	VL		3
173	06/24/04	B Lee	VL		4
174	07/23/04	R Lackey	VL		3
175	08/21/04	J Brent	VL		1
176	09/08/04	M Breaux	VL		2
177	09/10/04	M Erb	VL		2
178	09/14/04	B Bowers	VL		4
179	09/24/04	J Peryam	VL		2
180	09/25/04	T Latcham-Zellner	VL		6
181	10/02/04	K Wolfe	VL		6
182	10/06/04	E Welsh	VL		5
183	10/07/04	D Davis	VL		1
184	11/02/04	M Kilgore	VL		4
185	12/16/04	J Lentz	VL		2
186	12/28/04	M McPartland	VL		5
187	03/16/05	S Galli	VL		4
188	03/19/05	S Porter	VL		4
189	04/09/05	N Bowe	VL		1
190	04/16/05	H Taghipour	VL		2
191	04/27/05	S Candiotti	VL		1
192	05/12/05	K Martin	VL		1
193	06/04/05	K Taylor	VL		4
194	06/07/05	C Jacobs	VL		4
195	06/08/05	K Walleman	VL		3
196	06/24/05	J Freeze	VL		1

FIRST-TIME HOMEBUYERS WAITING LIST

	Date	Name	TIG	D/S	HH Size
197	07/13/05	J Farias	VL		5
198	07/21/05	K Hall	VL		2
199	07/28/05	V Babbitt	VL		3
200	08/04/05	R Thomas	VL		2
201	08/16/05	V Feeley	VL		3
202	8/25/2005	R Ameral	VL		2
203	8/25/2005	S Turner	VL		3
204	8/31/2005	P Nguyen	VL		4
205	09/13/05	C Delefuente	VL		1
206	9/14/2005	R Hoff	VL		3
207	09/29/05	M Ellis	VL		2
208	10/22/05	G Salazar	VL		2
209	10/29/05	R Lee	VL		4
210	11/23/05	L Jackson	VL	D	2
211	01/05/06	J Stringer	VL		1
212	01/11/06	M Coburn	VL		3
213	01/12/06	L Ann	VL		2
214	04/05/06	L Garriguez	VL		5
215	04/08/06	S Daniel	VL		4
216	05/13/06	M Hansen	VL		4
217	10/08/03	E Ennes	Y		3
218	07/13/05	D Hernandez	Y		2

PUBLIC IMPROVEMENTS IN SUPPORT OF HOUSING NEW CONSTRUCTION (PIHNC) - Forms

D. READINESS:

1. **Activity Administrator:**

If funded, how will this activity be administered?

- ☒ In-house Staff Only (Attach resumes and duty statements of staff that will be performing the work.)
- ☐ Subrecipient Agreement:
☐ Draft ☐ Executed ☐ Other: _____
☐ Term of the agreement: _____
- ☐ Procured Administrator(s) (per 24 CFR 85.36 and the GMM Chapter 8):
☐ Per Small Purchase Authority
☐ By Competitive Proposal
☐ By Non-Competitive/Sole-Source
Department approval documentation, pages: _____
☐ Term of the agreement: _____
- ☐ Combination of the above. Describe: _____

2. **Environmental Review:** *(Check all applicable.)*

- ☒ Environmental Finding Form (EFF)
☒ Form 58.6
☐ Statutory Worksheet
☐ Environmental Assessment
☒ SHPO Letter (Draft)
☐ Ready to Publish Notice ()
☐ Ready to Sign Request for Release of Funds (RROF)

3. **Site Control (projects only):**

- | Draft | Executed | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | City/County owned site |
| <input type="checkbox"/> | <input type="checkbox"/> | Purchase Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Option to Purchase |
| <input type="checkbox"/> | <input type="checkbox"/> | Option to Lease |
| <input type="checkbox"/> | <input type="checkbox"/> | Leasehold Interest |
| <input type="checkbox"/> | <input type="checkbox"/> | Deed of Trust |
| <input type="checkbox"/> | <input type="checkbox"/> | Other documentation of Site Control – List |

4. **Other Readiness Documentation Provided:**

- | | |
|---|--|
| <input checked="" type="checkbox"/> Sources and Uses Form | <input type="checkbox"/> Architect/Engineer |
| <input type="checkbox"/> Bid Package | <input checked="" type="checkbox"/> Plans and Specifications |
| <input checked="" type="checkbox"/> Cost Estimate | <input type="checkbox"/> Permits |
| <input type="checkbox"/> Contractor List | <input type="checkbox"/> Other: _____ |

El Dorado County Housing, Community & Economic Development

Staff Duty Statements

The following is a statement of the El Dorado County staff's roles and responsibilities for the administration of Housing, Community and Economic Development Grant programs.

Quick Reference List

Staff Member

Responsibilities

Daniel Nielson
Director of Human Services

- * Overall grant management & monitoring
- * General administration

Cynthia Wallington
Program Manager II

- * Assist Director with grant management
- * Overall staff supervision
- * Dispute resolution management
- * Application review and approval of loan commitment recommendations to Loan Review Committee
- * Grant performance
- * Environmental review
- * Default and foreclosure procedures
- * Program marketing

Linda Webb
Chief Financial Officer

- * Budget and financial recordkeeping
- * Payment disbursement
- * Grant audit

Sharon Guth
Department Analyst

- * Fiscal reporting
- * Financial recordkeeping
- * Preparation of quarterly and annual reports
- * Other reporting required of County related to CDBG program.
- * Loan payment set up and portfolio mngt.
- * Clearing of grant conditions
- * Labor Standards/Davis-Bacon compliance

Yvette Wencke
Administrative Technician

- * Performance reporting
- * Processing of disbursement requests
- * Application intake and screening
- * Loan packaging and underwriting
- * Maintenance of grant and applicant files
- * Staff to Loan Review Committee
- * Program marketing
- * Labor Standards/Davis-Bacon compliance

Cynthia Freeland
Administrative Technician

- * Application intake and screening
- * Loan packaging and underwriting
- * Processing of disbursement requests
- * Maintenance of grant and applicant files
- * Rehabilitation environmental review
- * Staff to Loan Review Committee
- * Program marketing
- * Labor Standards/Davis-Bacon compliance

Jim Vieira
Senior Building Inspector

- * Inspections
- * Work write-ups
- * Construction monitoring

Qualifications:

Daniel Nielson, M.P.A., Director of Human Services, is responsible for overall grant management and supervision of the Human Services staff work. He will supervise the monitoring of grant performance. Mr. Nielson will review all financial and performance reports, and other documents relating to the grant. Mr. Nielson will coordinate HCD's monitoring of the county's grant performance.

Mr. Nielson's resume is attached.

Cynthia Wallington, Program Manager II, is responsible for assisting the Director in overall grant management and supervision of the CDBG Program. Ms. Wallington is responsible for managing the everyday tasks related to CDBG activities along with performance reports and other documents relating to the grant. Ms. Wallington is responsible for monitoring of grant performance.

Ms. Wallington's resume is attached.

Lynda Webb, as Chief Financial Officer, is responsible for oversight of the budget and financial recordkeeping, including the review and approval of monthly cash reports, semi-annual Financial and Accomplishment Reports and Annual Grantee Performance reports. She will provide oversight of grant expenditures and coordinate the annual audits of same. Ms. Webb is also responsible for overseeing the County's Revolving Loan portfolio.

Resume: Ms. Webb was Senior Accountant for Human Services (formerly Community Services) between 1989 and 2004 when she was promoted to Chief Financial Officer overseeing all social services programs. In her position she has managed the financial recordkeeping and auditing for various state and federal grants, including CDBG/EDBG/HOME grants. Prior to working for El Dorado County, Ms. Webb was a controller for Checkmate Management, Inc., where she managed the financial operations of fifteen companies.

Sharon Guth, as Department Analyst, is responsible for the daily management of grant programs and revolving loan fund activities. Ms. Guth is responsible for monitoring of program loan portfolios. Ms. Guth is responsible for monitoring the progress of the

construction through completion of each project. Ms. Guth is responsible for general implementation of new grants and Labor Standards/Davis-Bacon compliance. Her related background includes experience in accounting and construction.

Ms. Guth's resume is attached.

Yvette Wencke, Administrative Technician, is responsible for the daily program activities and activity delivery, including monitoring the progress of the rehabilitation through completion of each project, lead-based paint visual inspections, loan processing and underwriting of rehabilitation loans. Ms. Wencke is responsible for grant performance reporting and Labor Standards/Davis-Bacon compliance. Her related background includes business administration and accounting.

Ms. Wencke's resume is attached.

Cynthia Freeland, Administrative Technician, is responsible for the daily program activities and activity delivery, including monitoring the progress of the rehabilitation through completion of each project, lead-based paint visual inspections, loan processing and underwriting of rehabilitation loans and Labor Standards/Davis-Bacon compliance. Ms. Freeland's related background includes advertising and marketing.

Mrs. Freeland's resume is attached.

Jim Vieira, Senior Building Inspector, is responsible for initial inspections of the housing rehabilitation and acquisition program, compliance and work write-ups.

Resume: Mr. Vieira has been a building inspector for El Dorado County for over 10 years and has conducted inspections and completed work write-ups for the Housing Community and Economic Development Program since 2009. His experience as a licensed general contractor started in 1967. He currently holds certification in the following areas: building inspector, mechanical inspector, plumbing inspector, electrical inspector, plans examiner, and combination inspector (commercial/residential).

DANIEL L. B. NIELSON

530-642-7275 (w)

EDUCATION

Master of Public Administration <i>Advanced Public Management</i> University of Utah	December 2004
Graduate Certificate in Public Administration <i>Personnel Administration</i> University of Utah	March 1990
Management Certificate University of Utah	March 1987
B.S. Sociology University of Utah	June 1984
B.S. Family and Consumer Studies University of Utah	June 1984

EMPLOYMENT

EL DORADO COUNTY DEPARTMENT OF HUMAN SERVICES **July 2009 to present**

Director.

MERCED COUNTY HUMAN SERVICES AGENCY **October 2006** **to July 2009**

Deputy Director.

COMMUNITY HEALTH CENTERS **November 2002 to September** **2006**

December 2004 to September 2006: **Project Director.**

November 2002 to December 2004: **Case Management Supervisor.**

COUNTY OF SANTA CLARA **August 1999 to August 2002**

July 2001 to August 2002: **Prevention Program Analyst II.**

May 2001 to July 2001: **Social Work Supervisor.**

October 2000 to May 2001: **Social Work Supervisor.**

August 2000 to October 2000: **Social Work Coordinator II.**

July 2000 to August 2000: **Social Work Coordinator I.**

August 1999 to July 2000: **Social Worker II.**

SALT LAKE LEGAL DEFENDER ASSOCIATION May 1995 to August 1999

May 1995 to August 1999: **Social Services Coordinator/Mitigation Coordinator.**

**STATE OF UTAH, DEPARTMENT OF CORRECTIONS
November 1989 to May 1995**

November 1994 to May 1995: **Staff Supervisor, Bonneville Community Correctional Center.**

June 1992 to November 1994: **Adult Probation and Parole Officer, Region III.**

January 1992 to June 1992: **Licensed Social Service Worker, Utah State Prison.**

September 1990 to March 1991: **Adult Probation and Parole Officer, Region II-D.**

November 1989 to September 1990: **Licensed Social Service Worker, Utah State Prison.**

ST. MARY'S HOME April 1988 to November 1989

April 1988 to November 1989: **Program Director, Transitional Housing Program.**
HOUSING AUTHORITY OF THE COUNTY OF SALT LAKE
August 1985 to April 1988

June 1987 to April 1988: **Self Sufficiency Coordinator.**

August 1985 to June 1987: **Eligibility and Occupancy Specialist.**

**LICENSE/
CERTIFICATION**

Licensed Social Service Worker 1989-2010
Utah # 135416-3503

MEMBERSHIPS

Pi Alpha Alpha (National Honor Society for Public Affairs and Administration)

Pi Sigma Alpha (National Political Science Honor Society)

American Public Human Services Association

National Association of Public Child Welfare Administrators

National Association of Counsel for Children

American Society for Public Administration

American Political Science Association

CYNTHIA H. WALLINGTON

EMPLOYMENT

EL DORADO COUNTY DEPARTMENT OF HUMAN SERVICES **October 1995 to present:**

September 2008 to present: **Program Manager II**

Administer human services programs including: Housing, Community and Economic Development, Public Housing Authority, Employment Services, Workforce Investment Act, CalWORKs, Food Stamps, Medi-Cal, and General Assistance.

August 2007 to September 2008: **Program Manager I**

Administer human services programs including: Food Stamps, Medi-Cal, and General Assistance.

September 2004 to September 2007: **Staff Services Analyst**

Provide analytical support to management for social services programs including: Child Protective Services, CalWORKs, Food Stamps, Medi-Cal, and General Assistance.

December 2001 to September 2004: **System Support Analyst**

Provide eligibility system support to staff.

July 2000 to December 2001: **Eligibility Worker III**

Quality Assurance/Trainer: Conduct Quality Assurance reviews of social services program casework. Provide induction and ongoing social services program and system training to social services staff.

October 1995 to July 2000: **Eligibility Worker II**

Determine eligibility for social services programs, including: CalWORKs, Food Stamps, Medi-Cal, and General Assistance.

LAKE COUNTY DEPARTMENT OF SOCIAL SERVICES **April 1994 to October 1995:**

Eligibility Worker I/II

Determine eligibility for social services programs, including: Aid to Families with Dependent Children (AFDC), Food Stamps, Medi-Cal, and General Assistance.

EDUCATION

Bachelor of Arts

May 1993

Geography

California State University, Chico

WORK HISTORY

County of El Dorado, Dept. of Human Services, Housing, Community & Economic Development Programs

Department Analyst I - March 2005 to September 2009

Staff Services Analyst II - September 2009 to current

- Work in coordination with staff to administer housing, community and economic development grant programs such as the First-Time Homebuyer, Housing Rehabilitation, and Economic Development loan programs to ensure grant objectives and requirements are met. Grant activities include the completion of the set up conditions at the beginning of the grant, expenditure of grant funds during the term to meet grant milestones and provide benefit to the community, maintain compliance with the Standard Agreement, and participate in monitoring at the closeout of the grant.
- Develop and monitor annual housing programs budget and provide ongoing budget projections to Program Manager and Chief Fiscal Officer. Work with Program Manager to determine minimum staffing levels necessary to meet program activity needs.
- Complete and submit fiscal reports and State-mandated grant reports to ensure programs are within budget and cash flow is maintained in accordance with expenditure levels.
- Completion of monthly and annual online report submittals to the Federal Department of Housing and Urban Development to maintain Housing Choice Voucher program compliance and to ensure that funding opportunities for the program are maximized. Reports include weekly submittal of participant files, monthly Voucher Management System submittal of program expenditures, and annual financial statement submittal for the fiscal year end.
- Audit Housing Choice Voucher Family Self-Sufficiency client files for ongoing eligibility and caseworker accuracy.
- Assist in the preparation and submittal of applications for State and Federal housing, community and economic development grants to continue to grow ongoing programs, establish new programs and enable new affordable housing project development.
- Prepare and submit Board of Supervisors agenda items and County Counsel requests.
- Develop Request for Proposals to ensure that the scope of work meets the anticipated needs of the program and complies with related State and Federal regulations. Rate and rank the responses directly following the RFP and complete the contract with the selected service provider or consultant per County established contracting processes.
- General Plan Housing Element measure implementation activities.
- Conduct on-site monitoring and desk reviews for affordable housing developments to ensure ongoing regulatory compliance relative to grant funding.

Acting Administrative Technician - September 2004 to March 2005

- Administered grant programs for first-time homebuyers and housing rehabilitation loans to ensure grant objectives were achieved.
- Worked with realtors, lenders, title companies, contractors and homeowners.
- Maintained program budgets for personnel and grant activities and provided budget projections to supervisor.
- Submitted required grant reports to State and Federal agencies.
- Assisted in the preparation of grant applications.
- Trained Fiscal Technician and reviewed fiscal reports for accuracy.

Fiscal Technician - February 2003 to September 2004

- Managed financial data for multiple Housing Programs.
- Processed and submitted to the Auditor's Office monthly housing assistance payments to landlords for Section 8 Rental Assistance Program.
- Completed monthly reconciliations for ten programs to ensure expenditures were within budget.
- Provide state and federal agencies with quarterly and annual financial reports.
- Established and managed escrow accounts for first-time homebuyer and housing rehabilitation loan programs.
- Assisted building contractors, realtors, lenders, landlords and clients with first-time homebuyer and housing rehabilitation loan process.

County of El Dorado County, Dept. of Child Support Services

Accounting Technician – Extra Help - April 2002 to February 2003

- Audited case files to determine balance owed by absent parent and updated data in new computer system.

12-0045.B.250

Track 'n Trail

Accounting Manager - October 1996 to October 2001

- Supervised a team of twelve Inventory Analysts.
- Developed and implemented training programs for field personnel.
- Coordinated and scheduled bi-annual all-store inventories and periodic counts for 200 retail stores utilizing an inventory counting service.
- Negotiated terms with inventory service to conduct store counts.
- Reported inventory variance results to upper management.
- Interviewed, hired and trained new employees.
- Reconciled petty cash, miscellaneous cash accounts, and store bank accounts.

Inventory Analyst - October 1993 to October 1996

- Tracked and processed shipping and receiving documents weekly for twenty retail stores.
- Trained store personnel on paperwork procedures.
- Reconciled and researched perpetual counts to physical counts for each store.
- Generated inventory results reports.

Assistant Buyer - June 1988 to October 1993

- Managed merchandising of men's sandals and western boots, women's sandal, socks and accessories.
- Maintained an open-to-buy purchasing budget.
- Developed sales and delivery budgets.
- Generated purchase orders.
- Met with vendor sales representatives to select new merchandise and negotiate prices and terms.
- Developed a line of private label merchandise.

Office Assistant, Accurate Tax Service

January 1988 – April 1988

Customer Account Processor, California Furniture Rental

June 1987 – October 1987

Data Entry Operator/Supervisor, ADP Autotrak

December 1984 – June 1987

EDUCATION

University of Phoenix

Bachelor of Science, Business Management, Anticipated completion August 2010

Folsom Lake College

Associate of Arts Degree, Business, December 2005

Associate of Arts Degree, Accounting, May 2006

Nan McKay & Associates - September 2003, September 2006

Section 8 Financial Management Training Certificate

National Development Council – January 2008

ED101 – Economic Development Finance

Training & Development Associates, Inc, 2008

Governmental Fund Accounting

ICF International – July 2008

Governmental Cost Accounting

ICF International – February 2009

HOME Program Compliance

SKILLS

Word, Excel, PowerPoint, Outlook, Lotus 1-2-3, Internet and Lotus Notes
County computer systems including FAMIS, Happy Software, and Legistar

YVETTE M. WENCKE

SKILLS AND ABILITIES

Over thirteen years performing fiscal and administrative duties for the County of El Dorado. A demonstrated record of achievement, hard work, and the ability to rapidly learn new technology and techniques; highly adaptable to change. Typing 70 wpm. 10-key by touch.

EDUCATION

University of Phoenix, Bachelors of Science, Business Administration 2010
Cosumnes River College, Associate in Arts, Business 2003

TRAINING, SEMINARS AND WORKSHOPS ATTENDED

- HOME Project Development Training, 2007
- National Conference on Ending Family Homelessness, 2007
- Davis-Bacon Prevailing Wage Training, 2009
- Economic Development – Underwriting and Restructuring in Today's Economic Climate Workshop, 2009
- Cost Accounting Clinic, 2008
- Fund Accounting Clinic, 2008

EXPERIENCE

El Dorado County Human Services *Administrative Technician* *12/09/06 – Date*
Supervisor: Joyce Aldrich, Shawna Purvines (530) 621-5362 or Cynthia Wallington (530) 642-7266
Duties have included: Housing, Community, and Economic Development Block Grant program and financial reporting, developing forms, community outreach, preparing Housing Rehabilitation Program loan packets, completing client income reviews and determinations, presentation of loan packets to loan board for approval, maintenance and reporting of client loans, loan amortization, fiscal account reconciliations, managing financial data for multiple housing programs, monitoring grant compliance, ordinance development and preparation, research and analysis, preparation of grant applications, policy and procedure development, affordable housing project monitoring, community surveys and statistical reporting, acting as chair/co-chair for ad hoc committees and meetings, coordinating community homeless counts and surveys, working with community organizations, strategic plan development, preparing Request for Proposals, preparing contracts and Memorandum of Understandings, preparing packets for submittal to the County Board of Supervisors, preparing public notices, project management administrative duties, and special projects as assigned or as required.

El Dorado County Human Services *Administrative Technician* *6/10/02 – 11/25/02*
Supervisor: Joyce Aldrich
Duties have included: Housing, Community, and Economic Development Block Grant program and financial reporting, developing forms, community outreach, preparing Housing Rehabilitation Program loan packets, reviewing applications, completing reference checks, correspondence, meeting with clients, title companies and contractors, presentation of loan packets to loan board for approval, maintenance and reporting of client loans, loan amortization, fiscal account reconciliations, managing financial data for multiple housing programs, and special projects as assigned.

El Dorado County Community Services *Fiscal Technician* *12/05/98 – 11/25/02*
Supervisor: Joyce Aldrich or Lynda Webb (530) 642-7279
Duties include State Grant reporting, WIC program monthly reporting and annual closeouts, Public Guardian and Linkages TCM Cost Reporting, CDBG financial reporting, labor, utility and space allocations, general ledger reconciliation, year end accruals, deferred revenue, amortizing and maintaining CDBG Housing Rehabilitation Revolving Loan funds, Journal Entries, reviewing and reconciling, auditing client accounts, developing spreadsheets and forms using Excel, Section 8 Housing year end closeout and budgeting, maintaining subsidiary ledgers, payroll, and special projects. Responsible for the overview and direction of Fiscal Assistants, employee review/evaluations, and assisting with interview process of Fiscal applicants.

El Dorado County Community Services

Senior Fiscal Assistant

1/31/98 – 12/04/98

Supervisor: Lynda Webb (530) 642-7279 and Janet Walker-Conroy (530) 642-7272

Responsible for maintenance of personal funds held by clients under Public Guardian conservatorship. Duties include cash reconciliation, Journal Entries, auditing client accounts and invoices, direct and review work of Fiscal Assistants, Deposit Permits, Claim Vouchers, Section 8 Housing Assistance Payments, CDBG financial reporting, State Grant Reporting, court accountings, coordination of client tax form completing and filing, and completing various state forms and applications, sitting on interview panels for potential new hires. Coordinated software upgrades with computer programmers.

El Dorado County Community Services

Fiscal Assistant II

5/24/97 – 1/31/98

Supervisor: Lynda Webb (530) 642-7279 and Janet Walker-Conroy (530) 642-7272

Responsible for maintenance of personal funds held by clients under Public Guardian conservatorship. Duties include cash receipt and disbursement reconciliations, data entry, preparation of daily deposits, completing various state forms and applications, journal transfers, auditing client invoices, and verifying medical insurance coverage and payments. Assisted in client database software conversion.

El Dorado County Probation Department

Fiscal Assistant I/II

3/23/92-5/23/97

Supervisor: Mary Pierce

Duties include Accounts Receivable, Juvenile Hall parental reimbursement billing, data entry, bank deposits, victim restitution, journal transfers, daily balancing, monthly reconciliation, Social Security Representative Payee claims, record keeping, financial evaluations, state grant reporting, FTB State Tax Intercept Program coordination and application, payroll, supplies, fixed asset inventory control, developing office forms, Accounts Payable, correspondence, and special projects. Assisted in conversion from manual to computerized accounting system.

PROFESSIONAL SUMMARY:

Extensive background in administration providing assistance to executive management and other staff in support of specialized programs to benefit the community. Highly successful in abilities related to creativity, organization and detail. Demonstrated ability to maintain cooperative working relationships with staff, the general public as well as State, Federal, corporate and out of agency personnel.

AREAS OF EFFECTIVENESS:

- | | | | |
|-------------|---------------|----------------|-------------|
| •Management | •Organization | •Communication | •Creativity |
| •Budget | •Planning | •Reporting | •Marketing |

COMPUTER SKILLS:

Microsoft Word, WordPerfect, Microsoft Excel, Microsoft PowerPoint, Microsoft Publisher, Microsoft Outlook, Eudora, Lotus Notes, Internet, and Data Base Programs (QSS, LMIS), typing 72+ words per minute

EDUCATION:

Teaching Credential Program, Chapman College
Bachelor of Arts Degree, Communications/Public Relations, CSU, Fullerton
Associate of Arts Degree, Sociology, Santa Ana Community College

TRAINING AND WORKSHOPS:

•HOME Affordable Housing Development, 2008 •Community Renewal Summit, 2008
• Advanced HOME and Rental Housing Compliance Training, 2009 • HOME Underwriting for California, 2009 • Labor Relations/Davis-Bacon Prevailing Wage Training, 2009 • Economic Development – Underwriting and Restructuring in Today's Economic Climate Workshop, 2009 • HOME for Rent: Developing Multifamily Housing, 2010

SELECTED ACCOMPLISHMENTS:

ADMINISTRATIVE: Extensive experience in key support of administrators in the coordination and execution of complex administrative duties including preparation, organization and performance of supportive responsibilities with state and federal grant programs under minimal supervision. Develop and implement procedural improvements to streamline delivery and accountability of programs. Act as liaison with other departments and community organizations on behalf of administrator.

GRANT MANAGEMENT: Responsible for Housing, Community, and Economic Development Block Grant program administration, developing procedures and forms, community outreach, preparing First Time Homebuyer Program, Housing Rehabilitation Program and Economic Development Program loan packets, reviewing applications, completing reference checks, correspondence, meeting with clients, title companies and contractors, presentation of loan packets to loan board for approval, ordinance development and preparation, research/analysis, assist with preparation of grant applications, policy, procedure and guideline development, community surveys and statistical reporting.

ORGANIZATION: Supervised and coordinated staff and suppliers for major projects while providing clear schedules, budgets and plans to senior management and clients. Research, draft and implement procedural methods for new and existing programs, including Board Policy and resolutions. Assisted with 2008-2013 Housing Element Update adopted by Board of Supervisors and Certified by HCD. Experience preparing and presenting information and providing training to large and small groups.

CREATIVITY: Developed award winning public awareness, marketing and fund raising campaigns and programs utilizing skills in concept, copy writing, design, and layout for magazines, brochures, newsletters, programs, fliers, reports, presentations and direct mail materials. Experienced in the development and production of radio and television commercials. Successfully apply creative thinking skills to solve administrative problems.

PUBLIC RELATIONS: Developed and executed press relations and special event programs for Andy Warhol (Pop Artist), Don Page (World Class Runner), and Jim Palmer (Hall of Fame Baseball Pitcher) on behalf of the Sacramento Weinstocks department store. Past clients included the California Angels, Kirkwood Ski Resort, Zamboni Company, Waterworld USA, The Sacramento International Auto Show, Ridgeview Estates, and American Aerobatics Air Shows.

HUMAN RESOURCES: Five plus years in Merit System Office of Education with supervisory experience and skills in recruitment, position control, budget, classified and certificated issues, benefits, research, reports, class specification development, state and federal mandates. Interpreted contract language and applied same for classified, certificated and administrative personnel. Experience working in highly confidential areas and sensitive to organizational climates.

SUMMARY OF WORK HISTORY:

2007- Present	El Dorado County Department of Human Services Housing, Community and Economic Development Programs Administrative Technician																
8/2006 to 5/2007	El Dorado County Office of Education, Child Development Office Manager																
3/2000 to 8/2006	El Dorado County Office of Education, Human Resources Program Assistant (confidential)																
1/2000 to 3/2000	Blue Ribbon Temps, Placerville El Dorado Irrigation District Customer Service																
2/93-11/99	Julie Clark's American Aerobatics, Inc. (Air Shows) Project Manager																
1975-1993	<table><tbody><tr><td>The Mountain Democrat Newspaper</td><td>Sales Consultant</td></tr><tr><td>El Dorado County Office of Education</td><td>Substitute Teacher</td></tr><tr><td>DDB Needham Worldwide Advertising</td><td>Account Supervisor</td></tr><tr><td>Executive Place Magazine, Sacramento</td><td>Production Mngr.</td></tr><tr><td>Sacramento Savings & Loan</td><td>Advertising Assistant</td></tr><tr><td>Weinstocks Department Store, Sacramento</td><td>Ad/P.R. Copywriter</td></tr><tr><td>Bower Communications, Advertising/PR</td><td>Media Director</td></tr><tr><td>Disneyland – Christmas Parade</td><td>Cast Member</td></tr></tbody></table>	The Mountain Democrat Newspaper	Sales Consultant	El Dorado County Office of Education	Substitute Teacher	DDB Needham Worldwide Advertising	Account Supervisor	Executive Place Magazine, Sacramento	Production Mngr.	Sacramento Savings & Loan	Advertising Assistant	Weinstocks Department Store, Sacramento	Ad/P.R. Copywriter	Bower Communications, Advertising/PR	Media Director	Disneyland – Christmas Parade	Cast Member
The Mountain Democrat Newspaper	Sales Consultant																
El Dorado County Office of Education	Substitute Teacher																
DDB Needham Worldwide Advertising	Account Supervisor																
Executive Place Magazine, Sacramento	Production Mngr.																
Sacramento Savings & Loan	Advertising Assistant																
Weinstocks Department Store, Sacramento	Ad/P.R. Copywriter																
Bower Communications, Advertising/PR	Media Director																
Disneyland – Christmas Parade	Cast Member																



ENVIRONMENTAL FINDING FORM

CDBG Grantee: COUNTY OF EL DORADO

CDBG Contract #: _____

Activity: (scope of NEPA Activity, e.g. sewer and water improvements in support of shopping center development **and** identification of CDBG Activity e.g. planning/technical assistance grant, housing rehabilitation, community facilities, new housing construction, public works, business loan, public infrastructure, microenterprise program,):

Public Improvements in Support of Housing New Construction include an erosion control plan and soil tests, demolition/removal and relocation of existing improvements, storm drainage, sanitary sewer and water distribution services, install underground utility lines together with street lighting electrical systems, install new curb gutter and sidewalk followed by new asphalt road sections.

The environmental level of clearance for the CDBG project is:

- ☐ Exempt (24 CFR Part 58.34), or
☐ Categorically excluded not subject to the §58.5 statutes [24 CFR Part 58.35(b)]

Attached documentation:

____ HUD Environmental Form for Statutes and Regulations at 24 CFR Part 58.6

- ☐ Categorically excluded subject to the §58.5 statutes per 24 CFR Part 58.35(a), but requires no mitigation and *has converted to exempt status* [24 CFR Part 58.34(a)(12)], or
☐ Categorically excluded subject to the §58.5 statutes [24 CFR Part 58.35(a)], but will require mitigation and, therefore, will not convert.

Attached documentation:

____ HUD Environmental Form for Statutes and Regulations at 24 CFR Part 58.6, and
____ Statutory Worksheet, or
____ Rehabilitation Environmental Review (RER) form (tiered environmental reviews only).
RER Appendix A (Parts 3-6) must be completed after the project site is identified and before you proceed with the project. A copy of Appendix A must be kept in the project file.

If the Statutory Worksheet triggers public noticing requirements, also provide:

____ Notice of Intent to Request Release of Funds (proof of publication) and
____ Request for Release of Funds and Certification (HUD-7015.15 form)

The RER **requires** public noticing, provide:

____ Notice of Intent to Request Release of Funds (proof of publication) and
____ Request for Release of Funds and Certification (HUD-7015.15 form)

- ☒ Environmental Assessment (24 CFR Part 58.36)

Attached documentation:

 x HUD Environmental Form for Statutes and Regulations at 24 CFR Part 58.6
____ Environmental Assessment
____ Combined Finding of No Significant Impact/Notice of Intent to Request Release of Funds (proof of publication)
____ Request for Release of Funds and Certification (HUD-7015.15 form)

- ☐ Environmental Impact Statement (24 CFR Part 58.37)

Attached documentation: Contact CDBG Representative.

Preparer's Signature/Name/Date

Certifying Officer Signature/Name/Date

Shawna Purvines, Senior Planner 6/16/10

Daniel Nielson, M.P.A., Director Human Services 6/16/10

12-0045.B.256



U.S. Department of Housing and Urban Development

Pacific/Hawaii Office
450 Golden Gate Avenue
San Francisco, California 94102-3448

PROJECT NAME / DESCRIPTION (Housing Rehabilitation, Community Facility, etc.):
PUBLIC IMPROVEMENT IN SUPPORT OF HOUSING NEW CONSTRUCTION

Level of Environmental Review Determination: Environmental Assessment

(Exempt per 24 CFR 58.34, Categorically excluded not subject to statutes per § 58.35(b), Categorically excluded subject to statutes per § 58.35(a), Environmental Assessment per § 58.36, or EIS per 40 CFR 1500)

STATUTES and REGULATIONS listed at 24 CFR 58.6

FLOOD DISASTER PROTECTION ACT

1. Does the project involve acquisition, construction or rehabilitation of structures located in a FEMA-identified Special Flood Hazard?

☒ No; Cite Source Document:

PROJECT SITE: APN 090-430-22-100 is FEMA Zone X, Panel # 06017C0750E dated 9/26/2008.

(This factor is completed).

☐ Yes; Source Document: _____ (Proceed).

2. Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

☐ Yes (Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be kept on file).

☐ No (Federal assistance may not be used in the Special Flood Hazards Area).

COASTAL BARRIERS RESOURCES ACT

1. Is the project located in a coastal barrier resource area?

☒ No; Cite Source Documentation: **There are no Coastal Barrier Resources on West Coast of United States.** (This element is completed).

☐ Yes - Federal assistance may not be used in such an area.


AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES DISCLOSURES


1. Does the project involve the sale or acquisition of existing property within a Civil Airport's Runway Clear Zone or a Military Installation's Clear Zone?

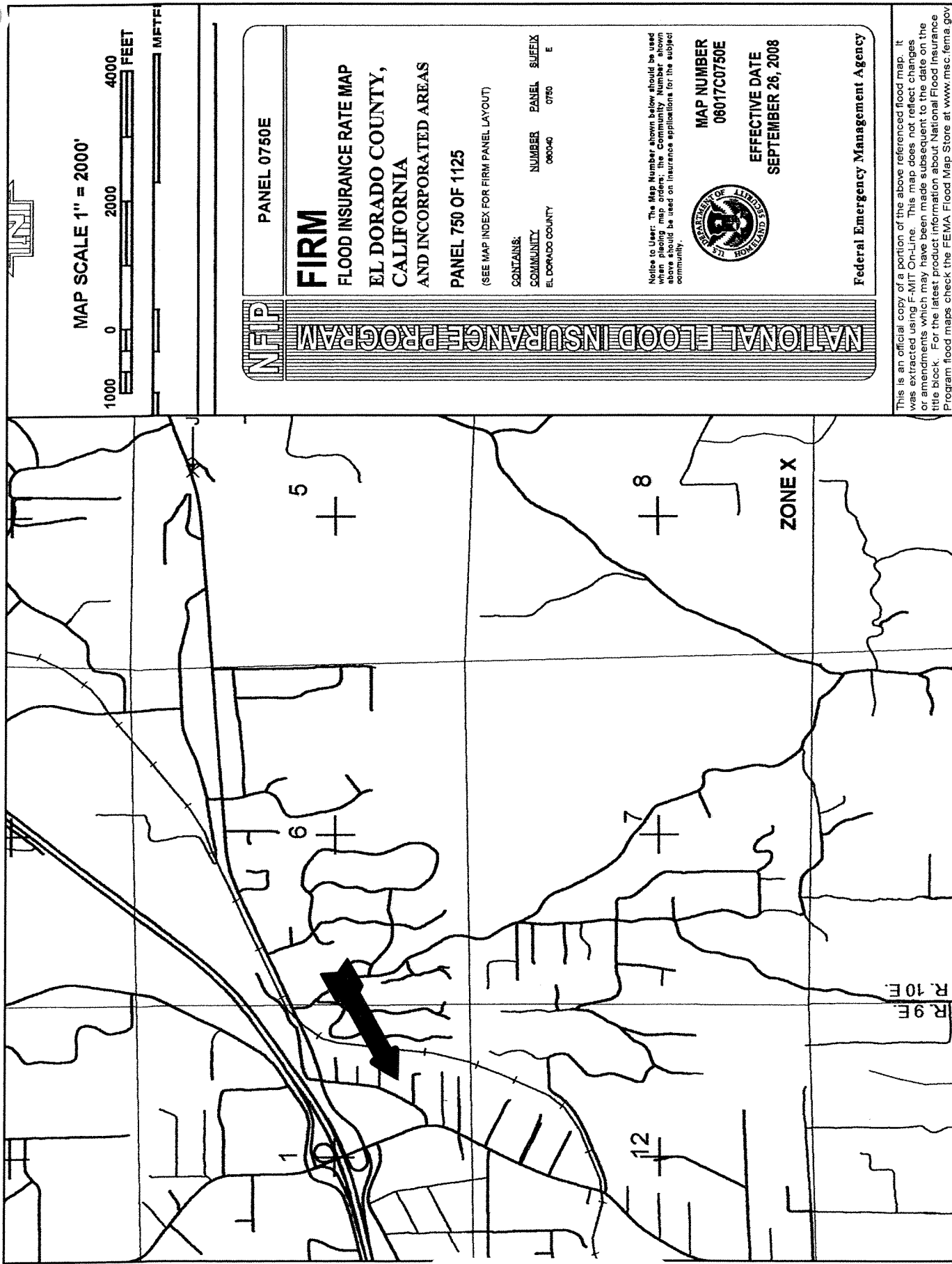
☒ No; SD **El Dorado County Parcel Information Airport Safety Zone Not Applicable.**

Project complies with 24 CFR 51.303(a)(3).

☐ Yes; Disclosure statement must be provided to buyer and a copy of the signed disclosure must be maintained in this Environmental Review Record.

 _____ Shawna Purvines, Senior Planner 6/16/10
Preparer Signature / Name / Date

 _____ Daniel Nielson, Director 6/16/10
Certifying Officer Signature / Name / Date



MAP SCALE 1" = 2000'



NFIP

FIRM

FLOOD INSURANCE RATE MAP
EL DORADO COUNTY,
CALIFORNIA
AND INCORPORATED AREAS

PANEL 750 OF 1125

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
EL DORADO COUNTY	060040	0750	E

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on Insurance applications for the subject community.

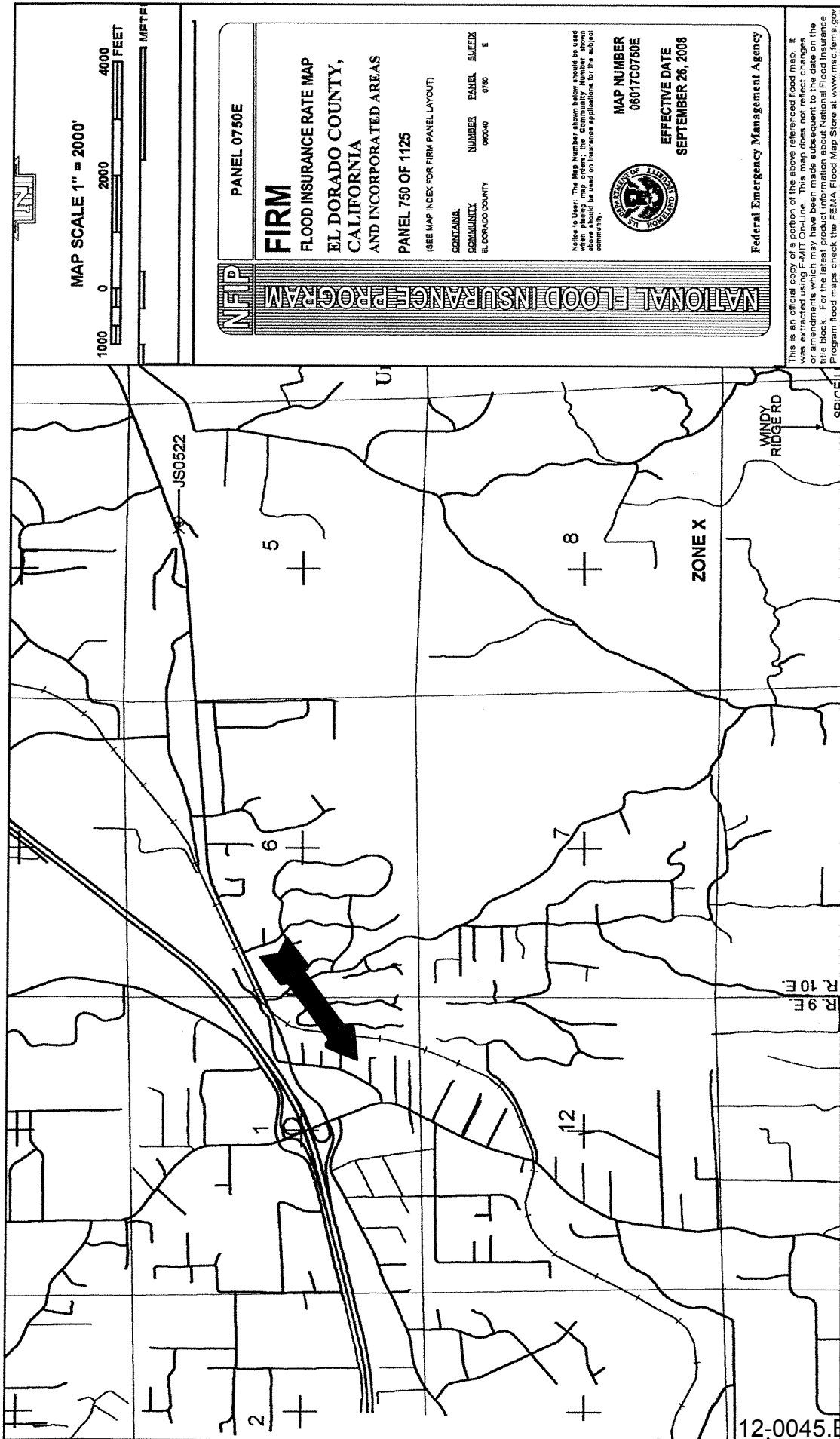


MAP NUMBER
06017C0750E

EFFECTIVE DATE
SEPTEMBER 26, 2008

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block of this product. For the latest product information, flood insurance information, and to check the status of your flood insurance, please go to the FEMA Flood Map Store at www.fema.gov.

LEGEND



SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A No Base Flood Elevations determined.

ZONE AE Base Flood Elevations determined.

ZONE AH Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.

ZONE AO Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.

ZONE AR Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.

ZONE A99 Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.

ZONE V Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.

ZONE VE Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.



FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.



OTHER FLOOD AREAS

ZONE X Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.



OTHER AREAS

ZONE X Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D Areas in which flood hazards are undetermined, but possible.



COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

MAP SCALE 1" = 2000'



METERS

NFIP

PANEL 0750E

FIRM

FLOOD INSURANCE RATE MAP
EL DORADO COUNTY,
CALIFORNIA
AND INCORPORATED AREAS

PANEL 750 OF 1125

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY NUMBER PANEL SUFFIX
EL DORADO COUNTY 06040 0750 E

Notice to User: The Map Number shown below should be used when ordering additional copies of this map. The map shown above should be used on insurance applications for the subject community.



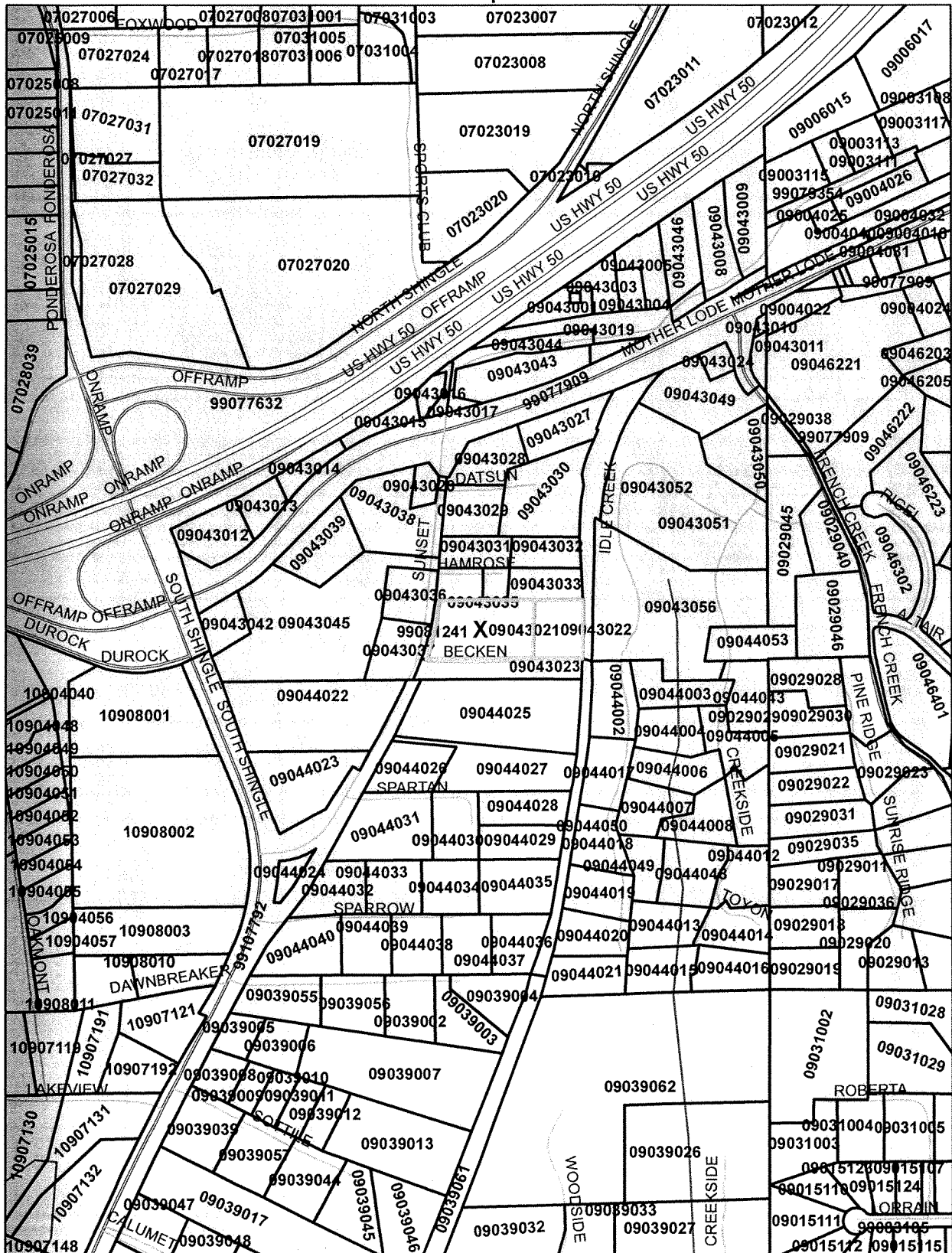
MAP NUMBER
08017C0750E

EFFECTIVE DATE
SEPTEMBER 26, 2008

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

**This depiction was compiled from unverified public and private sources and is illustrative only.
No representation is made as to the accuracy of this information.
Parcel boundaries are particularly unreliable.
Users make use of this depiction at their own risk.**



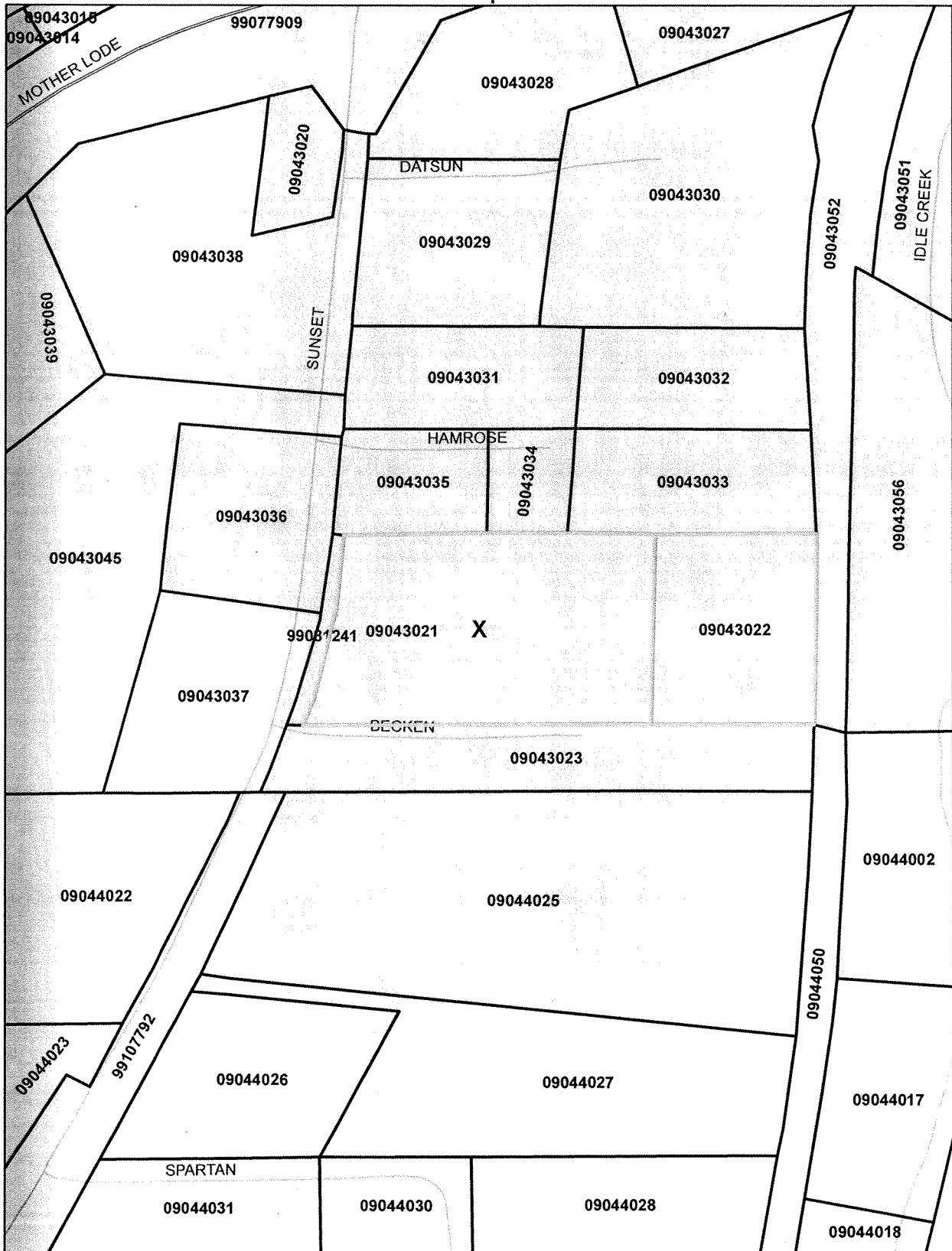
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No representation is made as to the accuracy of this information.

Parcel boundaries are particularly unreliable.

Users make use of this depiction at their own risk.



Statutory Worksheet

Not applicable.

Project not Categorically Excluded per 24 CFR Section 58.35(a).

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
General Allocation 2010-2011
Public Improvements in Support of Housing New Construction
Sunset Lane Apartments
El Dorado County

ENVIRONMENTAL ASSESSMENT

To be submitted.

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
General Allocation 2010-2011
Public Improvements in Support of Housing New Construction
Sunset Lane Apartments
El Dorado County**

SHPO LETTER

To be submitted.

Please see attached draft letter to SHPO.



EL DORADO COUNTY
DEPARTMENT OF HUMAN SERVICES
Daniel Nielson, M.P.A.
Director

June 8, 2010

Page 1 of 2

Ms. Lucinda Woodward
Office of Historic Preservation
P.O. Box 942896
Sacramento, CA 94296-0001

RE: El Dorado County Housing New Housing Construction Grants
Historic Preservation Determination
Property Address: 4201 Becken Lane

Dear Ms. Woodward:

El Dorado County is submitting an application for grant funding from the California Department of Housing and Community Development in support of Mercy Housing California, a non-profit housing agency, to include Public Improvements in support of Housing New Construction in the unincorporated area of the county.

The 2.98 acre site consists of two parcels with 1 dwelling: a 720 square foot manufactured home circa 1992.

The site is fully entitled allowing multifamily residential development by right, requiring only a staff level design review of the project.

A records search conducted by staff determined that no archaeological resources were known in or adjacent to the site and that none of the properties within the project meets the criteria to be a historic resource under CEQA (per Section 15064.5(a)(2-3) of the state CEQA Guidelines using the criteria outlined in Section 5024.1 of the Public Resources Code) or meets the criteria for listing in the National Register of Historic Places.

Therefore, a finding of no historic properties and no adverse effect to historic properties has been made.

Please provide comment, (within the 30 day response time) concurring with this finding in regard to statutes and regulations concerning historical and cultural preservation regarding this property by sending a written response to:

El Dorado County Department of Human Services
3057 Briw Road, Suite A
Placerville, CA 95667
Attn: C.J. Freeland

Thank you for your assistance. If you have any questions regarding this request, please call C.J Freeland at (530) 642-4863.

Sincerely,

Cynthia Wallington, Program Manager II
Department of Human Services
HCED Programs

Enc/

**National Historic Preservation
Section 106 Requirements**

Property: 4201 Becken Lane, Shingle Springs, CA 95682
APN: 090-430-22-100 and 090-430-21-100

Section 106 of the National Historic Preservation Act of 1966 requires that an agency using federal funds take into account the effect of an undertaking on any district, site, building, structure, or object that is included in or eligible for inclusion in the National Register.

The El Dorado County Department of Human Services, on behalf of the County, is preparing application for grant funding from the California Department of Housing and Community Development (HCD). In cooperation with Mercy Housing California, a non-profit organization, the grant funds will help provide public improvements and new construction of a 50-unit affordable multifamily apartment development.

The proposed site is located at 4201 Becken Lane, Shingle Springs, CA 95682. In compliance with Section 106 procedures it is determined that neither the structure nor the site are listed on the National Register or meet the criteria for the National Register.

The property is zoned multifamily residential and consistent with the County General Plan Land Use Designation. The site is currently being underutilized as single family residential.

The El Dorado County Assessor's Office lists a 720 square foot manufactured home circa 1992. The structure is deemed to have no historical significance.

The property entrance is on Sunset Lane. The multifamily development will be a new construction affordable housing development located on the east side of Sunset Lane, approximately 700 feet south of the intersection with Mother Lode Drive in the Shingle Springs area of El Dorado County. Mercy Housing California currently holds an option to purchase the 2.98 acre site.

Shingle Springs in El Dorado County is the site of California Historic Landmark No. 456 which is located less than a mile from the proposed site. According to the California Office of Historic Preservation No. 456 Shingle Springs is where the Boston-Newton Joint Stock Association, which left Boston April 16, arrived at Sutter's Fort September 27 after a remarkable journey across the continent, and camped here on September 26, 1849. A rich store of written records preserved by these pioneers has left a fascinating picture of the gold rush.
Location: Mother Lode Dr near post office, Shingle Springs.

A records search conducted by staff determined that no archaeological resources were known in or adjacent to the site and that none of the properties within the project meets the criteria to be a historic resource under CEQA (per Section 15064.5(a)(2-3) of the state CEQA Guidelines using the criteria outlined in Section 5024.1 of the Public Resources Code) or meets the criteria for listing in the National Register of Historic Places.

Therefore, a finding of no historic properties and no adverse effect to historic properties has been made.

National Register Criteria determination for 4201 Becken Lane, Shingle Springs, CA 95682

1. Category: Building (circa 1992)

2. Prehistoric or historic context:

American history -	no
Architecture -	no
Archeology -	no
Engineering -	no
Culture -	no

3. National Register Criteria:

Link to important event or person -	no
Design or construction features -	no
Information potential -	no

4. Excluded from National Register - no

5. Property integrity:

Location -	no
Design -	no
Setting -	no
Workmanship -	no
Materials -	no
Feeling -	no
Association -	no

Researched and submitted by:

June 8, 2010

C.J. Freeland

Administrative Technician

Housing Community & Economic Development Grant Programs

El Dorado County Department of Human Services



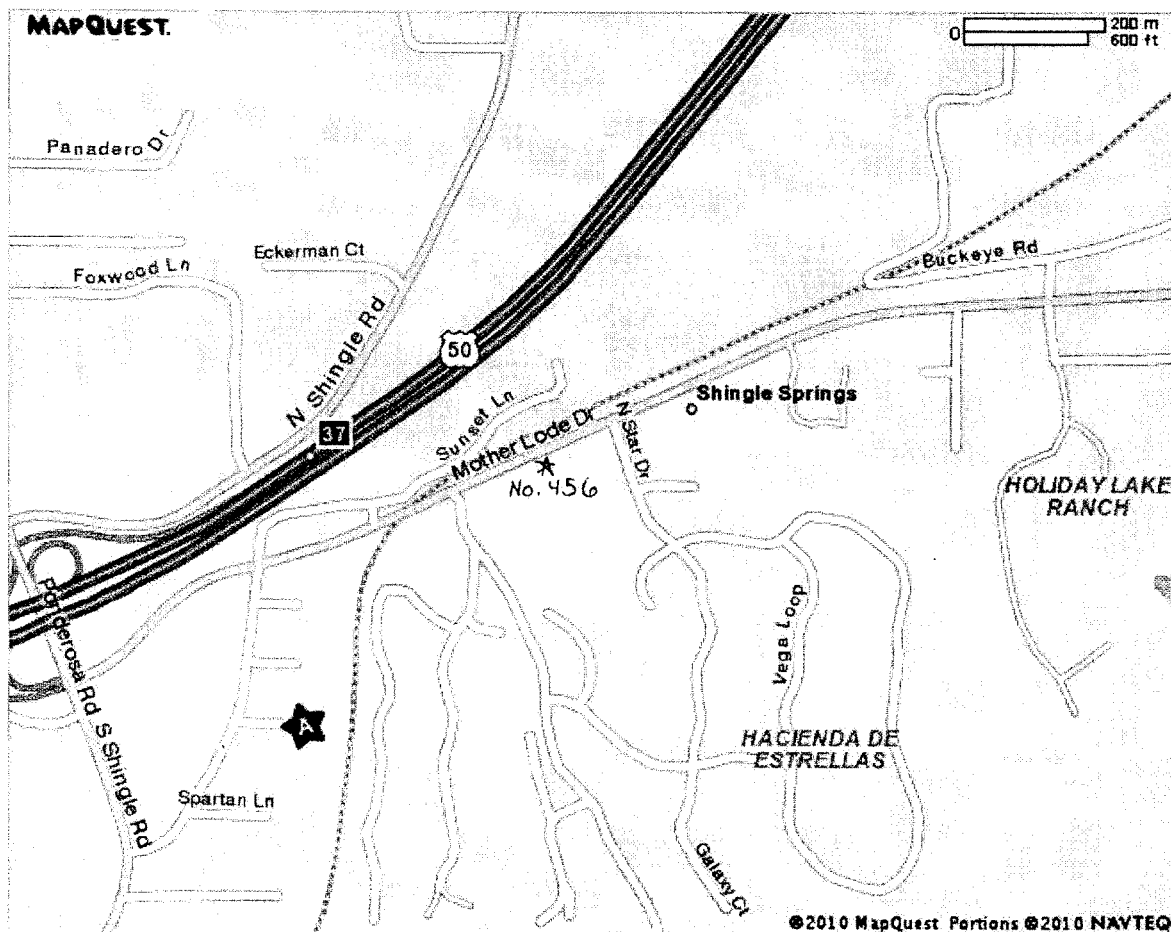
MAPQUEST.

Map of 4201 Becken Ln

Shingle Springs, CA 95682-9483

Notes

Shingle Springs, El Dorado County
California Historical Landmark No. 456
and project site at 4201 Becken Lane



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Index By State County report												
Row	State	County	Resource Name	Address	City	Listed	Multiple					
1	CA	El Dorado	Baldwin Estate	NW of US 50 and CA 89 jct. on N side of CA 89	South Lake Tahoe	4/1/1987						
2	CA	El Dorado	Bayley Hotel	N of Pilot Hill on CA 49	Pilot Hill	12/18/1978						
3	CA	El Dorado	Coloma	7 mi. NW of Placerville on CA 49	Placerville	10/15/1966						
4	CA	El Dorado	Combella-Blair House	3059 Cedar Ravine	Placerville	2/14/1985						
5	CA	El Dorado	Confidence Hall	487 Main St.	Placerville	1/4/1982						
6	CA	El Dorado	Crawford Ditch	Address Restricted	Pleasant Valley	10/21/1991						
7	CA	El Dorado	Eddy Tree Breeding Station	2480 and 2500 Carson Rd.	Placerville	3/31/1987						
8	CA	El Dorado	Episcopal Church of Our Saviour	2979 Coloma St.	Placerville	11/17/1977						
9	CA	El Dorado	Fountain-Tallman Soda Works	524 Main St.	Placerville	9/13/1984						
10	CA	El Dorado	Hattie (Gold Bug), Priest and Silver Pine Mines and Stampmill	2501 Bedford Ave.	Placerville	11/15/1985						
11	CA	El Dorado	Heller Estate	NW of US 50 and CA 89 jct. on N side of CA 89	South Lake Tahoe	4/1/1987						
12	CA	El Dorado	Lombardo Ranch	1709 Carson Rd.	Placerville	9/30/1977						
13	CA	El Dorado	Pearson, John, Soda Works	594 Main St.	Placerville	12/12/1985						
14	CA	El Dorado	Pope Estate	NW of US 50 and CA 89 jct. on N side of CA 89	South Lake Tahoe	4/1/1987						
15	CA	El Dorado	Sugar Pine Point State Park	3 mi. S of Homewood on CA 90	Homewood	3/30/1973						
16	CA	El Dorado	Tahoe Meadows	US 50 between Ski Run Blvd. and Park Ave.	South Lake Tahoe	3/29/1990						
17	CA	El Dorado	Vikingsholm	10001 Emerald Bay Rd.	South Lake Tahoe	10/10/1996						
			http://www.nr.nps.gov/									
			National Register of Historic Places									

Office of Historic Preservation

CALIFORNIA STATE PARKS

CALIFORNIA HISTORICAL LANDMARKS

Alameda

Alpine

Amador

Butte

Calaveras

Colusa

Contra Costa

Del Norte

Fresno

Glenn

Humboldt

Imperial

Inyo

Kern

Kings

Lake

Lassen

Los Angeles

Madera

Marin

Mariposa

Mendocino

Merced

Modoc

Mono

El Dorado

NO. 141 HANGMAN'S TREE - In the days of 1849, when this city was called Hangtown, vigilantes executed many men for various crimes. This was the site of Hay Yard, on which stood the 'Hangman's Tree.' The stump of the tree is under the building on which the plaque is placed.

Location: 305 Main St. Placerville

NO. 142 STUDEBAKER'S SHOP (SITE OF) - This shop was built in the early 1850s. The front part housed a blacksmith shop operated by Ollis and Hinds, and John Mohler Studebaker rented a part of the rear. Here he had a bench and sort of woodworking shop where he repaired and worked on wagon wheels and the like. A little later he began to make wheelbarrows for the miners' use. He became engaged in the making of ammunition wagons for the Union Army - from that grew his extensive wagon and carriage business and, eventually, the automobile business.

Location: 543 Main St. Placerville

NO. 143 MARSHALL MONUMENT - In 1887 the State of California purchased the site for a monument to commemorate James Marshall, who in 1848 discovered gold near Coloma. Marshall's discovery started the 'gold rush,' that westward trek of Argonauts that marked a turning point in California history. The figure of Marshall atop the monument is pointing to the place of discovery on the South Fork of the American River.

Location: Marshall Gold Discovery State Historic Park, Coloma

NO. 319 MARSHALL'S BLACKSMITH SHOP - Marshall's blacksmith shop, located on the Gray Eagle Mine property, was built in 1872-73. Marshall not only was a smithy but also a qualified carpenter.

Location: On State Hwy 193 (P.M. 21.1), Kelsey

NO. 456 SHINGLE SPRINGS - The Boston-Newton Joint Stock Association, which left Boston April 16 and arrived at Sutter's Fort September 27 after a remarkable journey across the continent, camped here on September 26, 1849. A rich store of written records preserved by these pioneers has left a fascinating picture of the gold rush.

Location: Mother Lode Dr near post office, Shingle Springs

NO. 475 OLD DRY DIGGINS-OLD HANGTOWN-PLACERVILLE - This rich mining camp was established on the banks of Hangtown Creek in the spring of 1848. Millions in gold were taken from its ravines and hills, and it served as a supply center for mining camps and transportation terminus for the famous Comstock Lode. John M. Studebaker, Mark Hopkins, Leland Stanford, Phillip Armour, and Edwin Markham were among well-known men who contributed to Placerville's history, as did John A. 'Snowshoe' Thompson, who carried from

Monterey

Napa

Nevada

Orange

Placer

Plumas

Riverside

Sacramento

San Benito

San Bernardino

San Diego

San Francisco

San Joaquin

San Luis Obispo

San Mateo

Santa Barbara

Santa Clara

Santa Cruz

Shasta

Sierra

Siskiyou

Solano

Sonoma

Stanislaus

Sutter

Tehama

Trinity

Tulare

Tuolumne

Ventura

Yolo

Yuba

60 to 80 pounds of mail on skis from Placerville over the Sierra to Carson Valley during winter months.

Location: NE corner of Bedford and Main, Placerville

NO. 484 GEORGETOWN - Founded August 7, 1849, by George Phipps and party, Georgetown was nicknamed Growlersburg because of the heavy nuggets that 'growled' in the miners' pans. After the disastrous fire of 1852 the old town was moved from the canyon in lower Main Street to its present site, and, unique in early-day planning, Main Street was laid out 100 feet wide, with side streets 60 feet. The hub of an immensely rich gold mining area, Georgetown had a population of about three thousand in 1854-56.

Location: Mounted on wall in front of fire station, Main St, Georgetown

NO. 486 EL DORADO (ORIGINALLY MUD SPRINGS) - El Dorado, 'The Gilded One,' was first known as Mud Springs from the boggy quagmire the cattle and horses made of a nearby watering place. Originally an important camp on the old Carson Emigrant Trail, by 1849-50 it had become the center of a mining district and the crossroads for freight and stage lines. At the height of the rush its large gold production supported a population of several thousand.

Location: N side of intersection of Pleasant Valley Rd and Church St, El Dorado

NO. 487 DIAMOND SPRINGS - This town, settled in 1848, derived its name from its crystal clear springs. Among the richest spots in this vicinity, its diggings produced a 25-pound nugget, one of the largest ever found in El Dorado County. Its most thriving period was in 1851 and, through its lumber, lime production, and agriculture, Diamond Springs has retained some of its early importance.

Location: NW corner of Hwy 49 at China Garden Rd, Diamond Springs

NO. 521 GREENWOOD - John Greenwood, a trapper and guide who came to California in 1844, established a trading post here in 1849. The gold rush town of Greenwood boasted a theater, four hotels, 14 stores, a brewery, and four saloons. Among its illustrious citizens was John A. Stone, California songwriter, who was buried here in 1863.

Location: SW corner of the intersection of State Hwy 193 and Greenwood St, Greenwood

NO. 530 GOLD DISCOVERY SITE - This monument marks the site of John A. Sutter's sawmill. In its tail-race, on January 24, 1848, James W. Marshall discovered gold and started great rush of Argonauts to California. The Society of California Pioneers definitely located and marked the site in 1924 - additional timbers and relics, including the original tailrace unearthed in 1947, were discovered after the property became a state park. The State erected the Marshall Monument overlooking this spot in 1890 through efforts begun in 1886 by the Native Sons of the Golden West.

Location: Marshall Gold Discovery State Historic Park, follow trail from Gold Discovery parking lot to American River, State Hwy 49 (P.M. 23.3), Coloma

NO. 551 SITE OF CALIFORNIA'S FIRST GRANGE HALL - Pilot Hill Grange No. 1, with 29 charter members-Master, F. D. Brown - Secretary A. J. Bayley-was organized August 10, 1870. The Grange hall, dedicated at this site on November 23, 1889, was built by Alcandor A. Bayley.

Location: On State Hwy 49 (P.M. 31.3), 0.2 mi N of Pilot Hill

NO. 569 MORMON ISLAND - Early in March 1848, W. Sidney, S. Willis, and Wilford Hudson, members of the Mormon Battalion, set out from Sutter's Fort to hunt deer. Stopping on the south fork of the American River, they found gold. They told their story on returning to the fort, and soon about 150 Mormons and other miners flocked to the site, which was named Mormon Island. This was the first major gold strike in California after James W. Marshall's discovery at Coloma. The population of the town in 1853 was more than 2,500. It

had four hotels, three dry-goods stores, five general merchandise stores, an express office, and many small shops. The first ball in Sacramento County was held here on December 25, 1849. A fire destroyed the town in 1856, and it was never rebuilt. Its site was inundated by Folsom Lake in 1955.

Location: Folsom Lake State Recreation Area, N side, Folsom Point picnic area, near the Mormon Island Dam, 3 mi NE of Folsom

NO. 570 NEGRO HILL - These historic mining towns, and other mining camps of the gold rush era now inundated by Folsom Lake, are commemorated by the nearby Mormon Island Memorial Cemetery. Here were reburied the pioneers whose graves were flooded when the lake was formed by Folsom Dam.

Location: Folsom Lake State Recreation Area, Green Valley Rd, 0.1 mi NE of El Dorado-Sacramento County line, 4 mi NE of Folsom

NO. 571 SALMON FALLS - These historic mining towns, and other mining camps of the gold rush era now inundated by Folsom Lake, are commemorated by the nearby Mormon Island Memorial Cemetery. Here were reburied the pioneers whose graves were flooded when the lake was formed by Folsom Dam.

Location: Folsom Lake State Recreation Area, Green Valley Rd, 0.1 mi NE of El Dorado-Sacramento County line, 4 mi NE of Folsom

NO. 572 CONDEMNED BAR - These historic mining towns, and other mining camps of the gold rush era now inundated by Folsom Lake, are commemorated by the nearby Mormon Island Memorial Cemetery. Here were reburied the pioneers whose graves were flooded when the lake was formed by Folsom Dam.

Location: Folsom Lake State Recreation Area, Green Valley Rd, 0.1 mi NE of El Dorado-Sacramento County line, 4 mi NE of Folsom

NO. 699 MORMON TAVERN-OVERLAND PONY EXPRESS ROUTE IN CALIFORNIA - At this site on the old Clarksville-White Rock Emigrant Road was Mormon Tavern. Constructed in 1849, this popular stage stop was enlarged and operated by Franklin Winchell in 1851. It became a remount station of the Central Overland Pony Express and on April 4, 1860, pony rider Sam (Bill) Hamilton changed horses here on the first eastbound trip.

Location: On frontage rd adjacent to State Hwy 50 (P.M. 1.5), take El Dorado Hills Blvd S for 0.5 mi to old White Rd (rd to Clarksville), then NE 0.9 mi, then go W 0.3 mi on PG&E Clarksville Substation Rd to plaque, 0.5 mi W of Clarksville

NO. 700 EL DORADO-NEVADA HOUSE (MUD SPRINGS) -OVERLAND PONY EXPRESS ROUTE IN CALIFORNIA - Trading post, emigrant stop, and mining camp of the 1850s, this became one of the remount stations of the Central Overland Pony Express. On April 13, 1860, pony rider William (Sam) Hamilton changed horses here at the Nevada House while carrying the first westbound mail of the Pony Express from St. Joseph, Missouri to Sacramento.

Location: SW corner of Pleasant Valley Rd near Church St, El Dorado

NO. 701 PLACERVILLE-OVERLAND PONY EXPRESS ROUTE IN CALIFORNIA - Gold rush town and western terminus of the Placerville-Carson Road to the Comstock, Placerville was a relay station of the Central Overland Pony Express from April 4, 1860 until June 30, 1861. Here on April 4, 1860, the first eastbound pony rider, William (Sam) Hamilton, changed horses, added an express letter to his mochila, and sped away for Sportsman's Hall. Placerville was the western terminus of the Pony Express from July 1, 1861 until its discontinuance on October 26, 1861.

Location: SW corner of Main and Sacramento, Placerville

NO. 703 PLEASANT GROVE HOUSE OVERLAND PONY EXPRESS ROUTE IN

CALIFORNIA - This was the site of a popular road-house where the ponies of the Central Overland Pony Express were changed from July 1, 1860 to June 30, 1861. From here the route of the pony riders continued westward to Folsom and eastward to Placerville through Rescue, Dry Creek Crossing, and Missouri Flat.

Location: Green Valley Rd (P.M. 5.5), 3.9 mi W of Rescue

NO. 704 SPORTSMAN'S HALL OVERLAND PONY EXPRESS ROUTE IN CALIFORNIA -

This was the site of Sportsman's Hall, also known as Twelve-Mile House, the hotel operated in the latter 1850s and 1860s by John and James Blair. A stopping place for stages and teams of the Comstock, it became a relay station of the Central Overland Pony Express. Here, at 7:40 a.m., April 4, 1860, pony rider William (Sam) Hamilton rode in from Placerville and handed the express mail to Warren Upson, who two minutes later sped on his way eastward.

Location: 5622 Old Pony Express Trail, Cedar Grove

NO. 705 MOORE'S (RIVERTON)-OVERLAND PONY EXPRESS ROUTE IN CALIFORNIA

- This was the site of a change station of the Pioneer Stage Company in the 1850s and 1860s. During 1860-1861, the Central Overland Pony Express maintained the first pony remount station east of Sportsman's Hall here.

Location: At intersection of US. Hwy 50 and Ice House Rd (P.M. 39.7), 9.0 mi W of Kyburz

NO. 706 WEBSTER'S (SUGAR LOAF HOUSE)-OVERLAND PONY EXPRESS ROUTE IN CALIFORNIA

- This was the site of Webster's Sugar Loaf House, well-known stopping place during the Comstock rush. Beginning in April 1860, it was used as a remount station of the Central Overland Pony Express, and in 1861 it became a horse change station for pioneer stage companies and the Overland Mail.

Location: On Hwy 50 (P.M. 48. 0), 1.0 mi W of Kyburz

NO. 707 STRAWBERRY VALLEY HOUSE-OVERLAND PONY EXPRESS ROUTE IN CALIFORNIA

- This popular resort and stopping place for stages and teams of the Comstock, established by Swift and Watson in 1856, became a remount station of the Central Overland Pony Express. Here on April 4, 1860, Division Superintendent Bolivar Roberts waited with a string of mules to help pony rider Warren Upson through the snowstorm on Echo Summit.

Location: Strawberry, on Hwy 50 (P.M. 578), 8.7 mi E of Kyburz

NO. 708 YANK'S STATION-OVERLAND PONY EXPRESS ROUTE IN CALIFORNIA

- This was the site of the most eastern remount station of the Central Overland Pony Express in California. Established as a trading post on the Placerville-Carson Road in 1851 by Martin Smith, it became a popular hostelry and stage stop operated by Ephraim 'Yank' Clement. Pony rider Warren Upson arrived here on the evening of April 28, 1860 and, changing ponies, galloped on to Friday's in Nevada to deliver his mochila to Bob Haslam for the ride to Genoa. Used as a pony remount station until October 26, 1861, the station was sold to George D. H. Meyers in 1873.

Location: Yank's Station shopping center, SW corner State Hwy 50 and Apache Ave, Meyers

NO. 728 FRIDAY'S STATION-OVERLAND PONY EXPRESS ROUTE IN CALIFORNIA

- At this point the riders of the Central Overland Pony Express crossed the Nevada-California line. Three-quarters of a mile east of here, at Edgewood in Nevada, are the remains of the most easterly remount station of the California Division of the Pony Express. Established about 1858 by Friday Burke and James Small as a stage station on the Placerville-Carson City Road, it became the home station of pony rider Bob Haslam until October 26, 1861 when the Pony Express was succeeded by the Transcontinental Telegraph.

Location: Stateline, Hwy 50

NO. 747 COLOMA ROAD-RESCUE - Past this point on the old Coloma Road, running between Sutter's Fort and his sawmill on the American river, James W. Marshall rode with the first gold discovered at Coloma on January 24, 1848. Traveled by thousands to and from the diggings, this road became the route of California's earliest stageline, established in 1849 by James E. Birch.

Location: 4222 Green Valley Rd at Rescue Junction General Store, Rescue

NO. 748 COLOMA ROAD-COLOMA - Here in the valley of the Cul-luh-mah Indians, James W. Marshall discovered gold on January 24, 1848, in the tailrace of Sutter's sawmill. The old Coloma Road, opened in 1847 from Sutter's Fort to Coloma, was used by Marshall to carry the news of the discovery to Captain John A. Sutter. During the gold rush, it was used by thousands of miners going to and from the diggings. In 1849 it became the route of California's first stage line, established by James E. Birch.

Location: Marshall Gold Discovery State Historic Park, in Gold Discovery parking area, State Hwy 49, Coloma

NO. 767 METHODIST EPISCOPAL CHURCH - Erected in 1851, this is the oldest church building in El Dorado County. Its original site was on the corner of Cedar Ravine and Main Street, Placerville.

Location: 1031 Thompson Way near Cedar Ravine St, Placerville

NO. 815 WAKAMATSU TEA AND SILK FARM COLONY - The agricultural settlement of pioneer Japanese immigrants who arrived at Gold Hill on June 8, 1869-the only tea and silk farm established in California-had a promising outlook but failed tragically in less than two years. This was the initial Japanese-influenced agricultural attempt in California.

Location: Gold Trails Elementary School, 889 Cold Springs Rd, Gold Hill

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COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
General Allocation 2010-2011
Public Improvements in Support of Housing New Construction
Sunset Lane Apartments
El Dorado County

READY TO PUBLISH NOTICE (NOI/RROF)

To be submitted.

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
General Allocation 2010-2011
Public Improvements in Support of Housing New Construction
Sunset Lane Apartments
El Dorado County**

READY TO SIGN (RROF)

To be submitted.

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
General Allocation 2010-2011
Public Improvements in Support of Housing New Construction
Sunset Lane Apartments
El Dorado County

SITE CONTROL

This CDBG application is a request for assistance to complete Public Improvements in support of the Sunset Lane Apartments development. The Public improvements, per the Conditions of Approval, are required to be developed on both public and private land; the public improvements constructed on private land will be dedicated, along with the land it occupies, to County of El Dorado.

The new public improvements conditioned for Sunset Lane include water, sewer, storm-water and road improvement. Sunset Lane is owned by El Dorado County.

The Public improvements conditioned for private property locations include storm-water, sewer, water, roadway, curb, gutter, sidewalk, and undergrounded utilities. The private property necessary for these improvements is currently controlled by the developer, Mercy Housing California and evidenced by the following **Purchase Option**.

OPTION AGREEMENT

(4201 Becken Lane, Shingle Springs, CA; APNs 090-430-21 and 090-430-22)

This Option Agreement (the "Agreement") is made as of AUGUST 7th, 2009 (the "Agreement Date"), by and between **Mercy Housing California**, a California nonprofit public benefit corporation, or its assignee ("Buyer"), and **Robert D. Brown and Yvonne Brown, Trustees of the Robert D. and Yvonne Brown Family Trust of 1996** ("Seller").

RECITALS

A. Seller is the fee owner of those certain parcels of property located at 4201 Becken Lane in Shingle Springs, CA (Assessor's Parcel Nos. 090-430-21 and 090-430-22) consisting of approximately 3 acres (the "Property"), as more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

B. The parties desire to enter into an option for Buyer to purchase the Property on the terms and conditions set forth in this Agreement.

1. OPTION

(a) In consideration of the payment by Buyer to Seller of the Option Payment, Seller hereby grants to Buyer the exclusive right and option (the "Option"), by notice given in accordance with Section 20(d) below at any time prior to expiration of the Option Term, to purchase the Property.

(b) Within three (3) days of the Agreement Date, Buyer shall pay directly to Seller a non-refundable "Option Payment" of One Dollar (\$1.00) in consideration for Seller's granting the Option to Buyer. Concurrently with such payment, the Memorandum of Option Agreement ("Memorandum") in the form attached hereto as Exhibit B shall be recorded against the Property in the Official Records of El Dorado County.

(c) Concurrently with the earlier of (i) Buyer's election to extend the Option Term for any Extension Term, or (ii) Buyer's exercise of the Option, Buyer and Seller shall open an escrow with Placer Title Company Attn: Kerry Miller (the "Title Company"), and shall execute such instructions as Title Company may require which are not inconsistent with the provisions of this Agreement. In the event Buyer does not exercise the Option, Buyer shall be responsible for the payment of any escrow cancellation fees.

(d) The "Option Term" is the period beginning on the Agreement Date and expiring at 5:00 p.m. on the date which is 365 days from the Agreement Date, as such period may be extended under this Subsection. The Buyer may extend the Option Term for up to three (3) periods of thirty (30) days each (each an "Extension Term") by (1) depositing an additional Ten Thousand Dollars (\$10,000) (each an "Extension Payment") with the Title Company with

instructions that the Title Company immediately release such funds to Seller or as directed by Seller, and that the Extension Payment(s) shall be nonrefundable to Buyer and applicable to the Purchase Price, and (2) notifying Seller and the Title Company in writing of such election not less than one (1) business day prior to expiration of the Option Term or applicable Extension Term.

(e) In the event that the Option is timely exercised by the Buyer, the purchase and sale of the Property shall be accomplished on the remaining terms and conditions in this Agreement.

(f) If (i) the Option is terminated by reason of failure to make the Option Payment or any applicable Extension Payment, or (ii) the Option is not timely exercised or (iii) escrow does not close for any reason other than Seller's default, the Option Payment and any applicable Extension Payment shall be retained by Seller as consideration for the grant of the Option.

(g) Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds for site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by El Dorado County and/or the California Department of Housing and Community Development ("HCD") of a release of funds under 24 CFR Part §58. The parties further agree that the provision of any funds to the Buyer's proposed project on the Property is conditioned on a determination by the County and/or HCD to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

(h) The Option will automatically terminate and be of no further force or effect, and the Memorandum shall terminate and be removed as a lien on the Property, on the earlier of (i) the date of the exercise of the Option, (ii) the date of expiration of the Option Term, or (iii) termination of this Agreement in accordance with its terms. Upon such termination, the parties shall execute the Termination of Option Agreement and Memorandum of Option Agreement ("Termination") in the form attached hereto as Exhibit C and shall record the Termination, or cause the Title Company to record the Termination, against the Property in the Official Records of El Dorado County.

2. **PURCHASE AND SALE** Subject to timely exercise of the Option, Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller all of Seller's right, title and interest in and to the Property, subject to the terms of this Agreement.

3. **THE PURCHASE PRICE** The purchase price of the Property shall be Five Hundred Thousand Dollars (\$500,000) (the "Purchase Price"). The Purchase Price shall be payable as follows:

(a) Concurrently with Buyer's exercise of the Option, Buyer shall deposit with the Title Company via check or wire transfer an earnest money deposit in the amount of Fifty Thousand Dollars (\$50,000) (the "Deposit") with instructions that the Title Company immediately release the Deposit to Seller or as directed by Seller, and that the Deposit shall be nonrefundable to Buyer and applicable to the Purchase Price.

(b) Buyer shall deposit the balance of the Purchase Price in cash or current funds into escrow not less than one business day prior to the Closing Date, together with such additional funds as Buyer is obligated to deposit pursuant to a "Rights Transfer Agreement" dated as of July 10, 2009, between Buyer and Marlon Ginney.

4. **PROPERTY INFORMATION:** To the extent that these items exist and are in the Seller's possession or can be reasonably obtained by Seller, Seller shall provide Buyer with copies of the following due diligence items concerning the Property as soon as possible, but in no event later than five (5) business days following the Agreement Date:

- (a) Any plans relating to grading, erosion control, water, sewer, storm drain, street improvement, landscape and parks;
- (b) Any relevant correspondence with government jurisdictions;
- (c) All physical inspection reports;
- (d) The most current real property tax bills and value renditions;
- (e) Information on any applicable community facilities district assessments;
- (f) Environmental, biological and archaeological reports;
- (g) Boundary survey, topographic maps;
- (h) Covenants, conditions and restrictions;
- (i) All soils and engineering reports/studies;
- (j) Notifications by any municipality authority regarding condemnation of the Property or a portion thereof;
- (k) Copies of any agreements, service contracts or other documents affecting the Property;
- (l) Lists of any personal property affecting the Property and owned by Seller;
- (m) Any land use or occupancy restriction affecting the Property;
- (n) Copies of any financing documents affecting the Property; and
- (o) Any other information regarding the physical, legal or financial condition of the Property.

In addition, Seller shall deliver any periodic updates of such information as and when they become available to Seller.

5. **TITLE AND SURVEY REVIEW**

(a) Within ten (10) days following the Agreement Date, Seller shall cause the Title Company to deliver to Buyer a preliminary title report (the "PTR"), together with copies of all documents relating to the title exceptions referred to in such PTR. At least thirty (30) days prior to expiration of the Option Term, Buyer shall provide Seller and Title Company with written notice of its approval or disapproval of each of the exceptions shown on the PTR. If the Buyer does not provide said written notice at least thirty (30) days prior to expiration of the Option Term, the exceptions shall be deemed disapproved. If Buyer notifies Seller and Title Company of Buyer's disapproval of any of the exceptions or such exceptions are deemed disapproved, Seller shall have twenty-one (21) days from the date of the notification or deemed notification to correct the condition of title to the satisfaction of Buyer or to notify Buyer that the condition of title will be corrected prior to the Closing. If Seller is unwilling or unable to correct the

disapproved exceptions within twenty-one (21) days or provide notice within that time that the exceptions will be corrected prior to the Closing, then Buyer may, in Buyer's sole discretion, waive any or all disapproved matters by exercising the Option.

(b) During the Option Term Buyer may, at its option, order an ALTA survey of the Property, which Buyer shall pay for at its sole cost and expense. Such survey shall be certified as true and correct by the surveyor for the benefit of the Buyer. At least thirty (30) days prior to expiration of the Option Term, Buyer shall review the survey and provide Seller and Title Company with written notice of its disapproval of any matters shown on the survey which affect the Property. If the Buyer does not provide said written notice on or before expiration of the Due Diligence Period, the survey shall be deemed disapproved. If Buyer notifies Seller and Title Company of Buyer's disapproval of the survey or the survey is deemed disapproved, Seller shall have twenty-one (21) days from the notification or deemed notification to correct any disapproved matters to the satisfaction of Buyer or to notify Buyer that the matters will be corrected prior to the Closing. If Seller is unwilling or unable to correct the disapproved matters within twenty-one (21) days or provide notice within that time that the disapproved matters will be corrected prior to the Closing, then Buyer may, in Buyer's sole discretion, waive any or all disapproved matters within by exercising the Option.

(c) If requested by Buyer, the Title Company shall deliver a commitment for the Owner's Policy as described in Section 14(c).

6. **BUYER'S INSPECTIONS**

(a) From and after the Agreement Date, and with prior written notification by Buyer, Seller shall provide Buyer, its agents and representatives access to the Property, and Buyer, its agents and representatives shall be entitled to enter onto the Property to perform appraisals, surveys, inspections and tests of the Property and make any other investigations necessary to determine if the Property is suitable, in Buyer's sole discretion, for Buyer's intended use, including but not limited to a review of those documents listed in Section 4 and all zoning and other governmental regulations affecting the Property. Buyer shall provide Seller with at least 24 hours notice prior to entering the Property. Buyer shall not conduct any invasive testing of the Property without Seller's prior consent, which Seller shall grant or deny in its reasonable discretion within two business days of Buyer's request. After making such tests and inspections, Buyer agrees to promptly restore the Property to its condition prior to such tests and inspections.

(b) Buyer and its agents agree to indemnify and hold harmless Seller from all loss, cost and expense (including reasonable attorneys' fees) incurred, suffered by, or claimed against the Seller by reason of any actual damage to the Property or injury to persons caused by Buyer and/or its agents, employees or contractors in exercising said inspection rights.

(c) In the event Buyer does not timely exercise the Option, then Buyer shall assign to Seller all plans, studies and work product prepared by or on behalf of Buyer with respect to the proposed purchase of the Property, but without any representation or warranty as to the accuracy of the information assigned or Seller's right to rely thereon. Seller shall be solely responsible for obtaining any approvals from third parties which may be required in order for Seller to rely upon

the materials assigned under this section.

7. **RELOCATION**

(a) The Seller owns a mobile home located on the Property. Seller leases the mobile home to a residential tenant. Buyer's acquisition of the Property may trigger compliance with state and/or federal relocation laws applicable to such tenant (the "Relocation Laws"). Seller shall cooperate with Buyer as necessary, and at no cost to Seller, to permit Buyer to comply with its obligations under the Relocation Laws, including but not limited to providing tenant contact information to Buyer as soon as possible after Buyer's request, permitting Buyer to provide legally required relocation notices to tenants, and terminating the existing tenancy and removing the mobile home and any related property from the Property as and when directed by Buyer.

(b) Buyer intends to purchase the Property when a satisfactory agreement is reached and is prepared to pay the Purchase Price for the Property. Because Federal funds may ultimately be used in the purchase, however, Buyer is required to disclose to Seller the following information:

(i) The Buyer does not have authority to acquire the Property by eminent domain. In the event Buyer and Seller cannot reach an amicable agreement for the purchase of the Property, subject to the terms of this Agreement, Buyer will not pursue this proposed acquisition.

(ii) The Purchase Price represents the current market value of the Property.

(iii) In accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), owner-occupants who move as a result of a voluntary acquisition are not eligible for relocation assistance.

(c) Mobile home is to remain on property after sale. Seller makes no representations or warranties with respect to the condition of the unit; buyer accepts it as "As Is"

8. **REPRESENTATIONS AND WARRANTIES OF SELLER** Subject to the following, Seller's liability with respect to a breach of any representations and warranties made in this Agreement shall survive the Closing. The effect of the representations and warranties made in this Agreement shall not be diminished or deemed to be waived by any inspections, tests or investigations made by Buyer or its agents. Seller represents and warrants to Buyer that the following matters are true and correct as of the execution of this Agreement:

(a) Seller is a trust, duly formed and validly existing under the laws of the State of California.

(b) All of the documents to be delivered by Seller to Buyer at the Closing will be duly authorized, executed and delivered by Seller, will be legal and binding obligations of Seller enforceable in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to

or limiting the rights of contracting parties generally).

(c) To the best of Seller's knowledge, there are (a) no condemnation, zoning or other land-use regulation proceedings, either instituted or planned to be instituted, which would detrimentally affect the value or use of the Property, and (b) no assessments affecting the Property other than as set forth in the PTR. Seller will disclose to Buyer the full extent of any legal proceedings, threatened legal proceedings or actions affecting the Property or Seller's interest therein.

(d) Except as described in Section 7(a), the Property is vacant, and there are no third parties which use or occupy or with any rights to use or occupy any portion of the Property, whether or not with Seller's consent.

(e) Seller does not use, treat, store or dispose of, and has not permitted anyone else to use, treat, store or dispose of, whether temporarily or permanently, any hazardous or toxic materials ("**Hazardous Materials**" as defined below) at the Property in violation of any federal, state, or local law, regulation or ordinance, and to the best of Seller's knowledge there are no Hazardous Materials located on or about the Property.

Definition: Hazardous Materials: The term "Hazardous Material(s)" shall mean (1) any oil or any fraction thereof or petroleum products or "hazardous substance" as defined in Section 101(14) of CERCLA (42 U.S.C. Section 9601(14) or Section 25281(h) or 25316 of the California Health and Safety Code at such time; any "hazardous waste," "infectious waste" or "hazardous material" as defined in Section 25117, 25117.5 or 25501 (j) of the California Health and Safety Code at such time; any other waste, substance or material designated or regulated in any way as "toxic" or "hazardous" in the RCRA (42 U.S.C. Section 6901 et seq.), CERCLA Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), Safe Drinking Water Act (42 U.S.C. Section 300 (f) et seq.), Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), Clean Air Act (42 U.S.C. Section 7401 et seq.), California Health and Safety Code (Section 25100 et seq. Section 39000 et seq.), or California Water Code (Section 13000 et seq.) at such time, or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing criminal or civil liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect; (2) any additional wastes, substances or material which at such time are classified, considered or regulated as hazardous or toxic under any other present or future environmental or other similar laws relating to the Property; and (3) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court.

(f) Seller has the right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder. The Seller does not have any obligation to sell all or any portion of Seller's interest in the Property to any third party, including but not limited to any obligations under the now cancelled and voided Vacant Land Purchase Agreement and Joint Escrow Instructions originally dated as of June 25, , 2008, as

amended and assigned, between Seller and Marlon Ginney, as "Buyer."

(g) Except as specifically provided in this Agreement, including but not limited to this Section 8, Buyer is buying the Property on an "as-is" basis, without any representation or warranty by Seller.

9. **REPRESENTATIONS AND WARRANTIES OF BUYER** Buyer hereby represents and warrants to Seller that Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of California and is not insolvent; that all the documents to be delivered by Buyer to Seller at the Closing will be duly authorized, executed and delivered by Buyer, will be legal and binding obligations of Buyer enforceable in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally).

10. **SELLER'S COVENANTS** Seller hereby covenants with Buyer as follows, and agrees that the liability of Seller for a breach of these covenants shall survive the Closing:

(a) Except as provided in Section 7(a), Seller agrees that no part of the Property, or any interest therein, will be alienated, liened, encumbered or otherwise transferred in any manner, including but not limited to the granting of any leasehold rights of occupancy or rights of use of any nature.

(b) Seller shall maintain the Property in good condition and repair, reasonable wear and tear excepted.

(c) Seller shall make all payments of principal and interest required under any mortgages encumbering the Property due prior to the Closing.

(d) Seller shall promptly notify Buyer of any change in any condition with respect to the Property or of any event or circumstance which makes any representation or warranty of Seller to Buyer under this Agreement materially untrue or misleading, or any covenant of Seller under this Agreement incapable of being performed.

(e) At the Closing, Seller shall deliver possession of the Property to Buyer in the condition required under Section 14(c).

(f) No later than the Closing, Seller shall terminate any other agreements affecting the Property, at Seller's sole cost.

(g) Seller shall use its best efforts to obtain, prior to the Closing Date, reliance letters, in form and substance reasonably satisfactory to Buyer, from Seller's contractors/consultants identified by Buyer prior to expiration of the Option Term. The reliance letter(s) shall permit Buyer and (at Buyer's option) its lenders and investors to rely on information provided in documents/reports to the same extent as Seller was entitled to rely on such information/reports. Seller shall promptly inform Buyer if any contractor/consultant requires a fee as a condition of

issuing such letter(s), and Buyer shall be responsible for payment of such fee at the Closing or as otherwise agreed by the parties.

11. **SELLER'S CLOSING DOCUMENTS** On or before Closing, Seller shall deliver to Buyer or Escrow Holder the following, in form and substance reasonably acceptable to Buyer: (a) a Grant Deed, executed by Seller, in recordable form, conveying good and marketable fee title to the Property to Buyer free and clear of all claims, liens and encumbrances except those approved by Buyer in accordance with Section 5 above, as evidenced by the Owner's Policy described in Section 14(c); (b) an affidavit certifying that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code; (c) reasonable proof of the authority of Seller's signatories; and (d) any other documents, instruments or agreements reasonably necessary to close the transaction as contemplated by this Agreement.

12. **BUYER'S CLOSING DOCUMENTS** On or before the Closing, Buyer shall deliver to Seller or Title Company: (a) the Purchase Price, less any applicable Extension Payment(s), the Deposit and any amounts to be credited to Buyer pursuant to this Agreement, by wire transfer; (b) reasonable proof of the authority of Buyer's signatories; and (c) any other documents, instruments or agreements reasonably necessary to close the transaction as contemplated by this Agreement.

13. **PRORATIONS AND ADJUSTMENTS** The following shall be prorated and adjusted between Seller and Buyer as of the day of the Closing: (a) accrued general real estate and ad valorem taxes and assessments for the current tax year; and (b) such other items that are customarily prorated in transactions of this nature. For purposes of calculating prorations, Buyer shall be deemed to be in title to the Property for the entire day upon which the Closing occurs. All such prorations shall be made on the basis of the actual number of days of the month which shall have elapsed as of the day of the Closing and based upon a thirty (30) day month and a three hundred sixty (360) day year. The amount of such prorations shall be adjusted in cash after the Closing as necessary, as and when complete and accurate information becomes available.

14. **CLOSING**

(a) **Time.** Unless otherwise mutually agreed by Buyer and Seller in writing, or unless this Agreement has been terminated in accordance with its terms, the parties shall consummate the purchase of the Property (the "Closing") through closing at the Title Company within ninety (90) days after Buyer exercises the Option (the "Closing Date").

(b) **Deposit of Documents and Funds; Closing Costs.**

(i) Seller shall deposit into escrow those documents described in Section 11.

(ii) Buyer shall deposit into escrow those funds and documents described in Section 12.

(c) **Closing.** Title Company shall close escrow on the Property when it is in a

position to issue to Buyer an ALTA owner's policy of title insurance in the amount of the Purchase Price showing title to the Property vested of record in grantee of the Seller's grant deed subject only to the those exceptions approved by Buyer as described in Section 5 above, and not subject to any occupancy or possession, or rights of occupancy or possession in third parties, whether with Seller's consent or otherwise, together with any endorsements requested by Buyer (the "Owner's Policy"). The Title Company shall close escrow by:

- (i) Dating all closing documents as of the Closing Date;
- (ii) Recording the grant deed (which grant deed shall provide for delivery thereof to Buyer after recordation);
- (iii) Issuing or committing to issue the Owner's Policy to Buyer; and
- (iv) Paying the Purchase Price to Seller, less any credits to Buyer pursuant to this Agreement and subject to any amounts required to be retained by the Title Company pursuant to this Agreement.

15. **CLOSING COSTS** Buyer and Seller shall each pay one-half (1/2) of the costs of the premium of the Owner's Policy. All other closing costs, transfer taxes, recording fees, and any other costs related to this escrow shall be payable by Seller and Buyer according to the customary practices for the transfer of real property in El Dorado County.

16. **CONDEMNATION** If, prior to Closing, all or any material portion of the Property is taken by eminent domain (or is the subject of a pending taking which has not been consummated), Seller shall immediately notify Buyer of such a fact, and Buyer shall have the option to terminate this Agreement upon notice to Seller given no later than thirty (30) days after receipt of Seller's notice. If this Agreement is terminated pursuant to this provision, Title Company shall return any documents in escrow to the party depositing such documents, and Buyer and Seller shall each pay one-half (1/2) the cost of any cancellation fees or costs of Title Company. Upon such termination, neither Buyer nor Seller shall have any further rights or obligations hereunder, each to the other, except as otherwise set forth in this Agreement. If Buyer does not exercise this option to terminate this Agreement, and proceeds to the Closing, neither Buyer nor Seller shall have the right to terminate this Agreement, but Seller shall assign and turn over at the Closing, and Buyer shall be entitled to receive and keep, all awards for the taking by eminent domain relating to diminution in value to the Property and Buyer and Seller shall proceed to the Closing pursuant to the terms hereof, without modification of the terms of this Agreement and without any reduction in the Purchase Price.

17. **DEFAULT**

(a) **BUYER DEFAULT IN THE EVENT THE PURCHASE AND SALE OF THE PROPERTY DOES NOT OCCUR DUE TO A MATERIAL DEFAULT BY BUYER OF ITS OBLIGATIONS UNDER THIS AGREEMENT, THE OPTION PAYMENT PLUS ANY EXTENSION PAYMENT(S) WHICH HAVE BEEN MADE BY BUYER UNDER SECTION 1(d), PLUS THE DEPOSIT, IF SUCH AMOUNT HAS BEEN DEPOSITED**

UNDER SECTION 3(a), SHALL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES. THE PARTIES HERETO EXPRESSLY AGREE AND ACKNOWLEDGE THAT SELLER'S ACTUAL DAMAGES IN THE EVENT OF A MATERIAL DEFAULT BY BUYER WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN AND THAT THE AMOUNT OF THE OPTION PAYMENT PLUS ANY EXTENSION PAYMENT(S) WHICH HAVE BEEN MADE BY BUYER UNDER SECTION 1(d), PLUS THE DEPOSIT, IF SUCH AMOUNT HAS BEEN DEPOSITED UNDER SECTION 3(a), REPRESENTS THE PARTIES' REASONABLE ESTIMATE OF SUCH DAMAGES. SELLER SHALL HAVE NO RIGHT TO ADDITIONAL DAMAGES, AND SELLER WAIVES ALL RIGHT TO AN ACTION FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT.

SELLER'S INITIALS: ROB BUYER'S INITIALS: _____

(b) Seller Default. In the event the purchase and sale of the Property does not occur due to a default by Seller of its obligations under this Agreement, then Buyer shall have all remedies available at law or in equity, including but not limited to damages or specific performance of this Agreement.

18. MUTUAL INDEMNITY

In addition to the specific indemnity obligations in this Agreement, each party agrees to indemnify and hold harmless the other from and against any loss, claim, demand or other liability (collectively, "Claims") arising from any material misrepresentation or failure to comply with their respective obligations under this Agreement, except and to the extent caused by the gross negligence or willful misconduct of the indemnified party. Seller's indemnity obligations under this Section shall additionally apply to any Claims related to matters arising or relating to this Agreement or the condition of the Property prior to the Closing, even if such matters do not become known until after the Closing. The provisions of this Agreement shall survive the Closing and the expiration or earlier termination of this Agreement.

19. BROKERS Seller is represented by Kimberly Beal of Foothills Realty and Buyer is represented by Sean Russell of Coldwell Banker in this transaction (each a "Broker"). In addition, the parties acknowledge that Yvonne Brown is a licensed real estate broker, but is not representing either party in this transaction. Seller is solely responsible for paying a commission of three percent (3%) of the Purchase Price to each Broker at the Closing. Except for the Brokers, neither Buyer nor Seller is being represented by a broker in this transaction. If any other broker or finder makes a claim for a commission or finder's fee based upon a contract, dealings, or communications, the party through whom the broker or finder makes this claim shall indemnify, defend with counsel of the indemnified party's choice, and hold the indemnified party harmless from all expense, loss, damage and claims, including the indemnified party's attorney's fees, if necessary, arising out of the broker's or finder's claim.

20. MISCELLANEOUS

(a) Each individual and entity executing this Agreement hereby represents and

THAT SELLER'S ACTUAL DAMAGES IN THE EVENT OF A MATERIAL DEFAULT BY BUYER WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN AND THAT THE AMOUNT OF THE OPTION PAYMENT PLUS ANY EXTENSION PAYMENT(S) WHICH HAVE BEEN MADE BY BUYER UNDER SECTION 1(d), PLUS THE DEPOSIT, IF SUCH AMOUNT HAS BEEN DEPOSITED UNDER SECTION 3(a), REPRESENTS THE PARTIES' REASONABLE ESTIMATE OF SUCH DAMAGES. SELLER SHALL HAVE NO RIGHT TO ADDITIONAL DAMAGES, AND SELLER WAIVES ALL RIGHT TO AN ACTION FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT.

SELLER'S INITIALS: _____ BUYER'S INITIALS: BJ

(b) Seller Default. In the event the purchase and sale of the Property does not occur due to a default by Seller of its obligations under this Agreement, then Buyer shall have all remedies available at law or in equity, including but not limited to damages or specific performance of this Agreement.

18. MUTUAL INDEMNITY

In addition to the specific indemnity obligations in this Agreement, each party agrees to indemnify and hold harmless the other from and against any loss, claim, demand or other liability (collectively, "Claims") arising from any material misrepresentation or failure to comply with their respective obligations under this Agreement, except and to the extent caused by the gross negligence or willful misconduct of the indemnified party. Seller's indemnity obligations under this Section shall additionally apply to any Claims related to matters arising or relating to this Agreement or the condition of the Property prior to the Closing, even if such matters do not become known until after the Closing. The provisions of this Agreement shall survive the Closing and the expiration or earlier termination of this Agreement.

19. BROKERS Seller is represented by Kimberly Beal of Foothills Realty and Buyer is represented by Sean Russell of Coldwell Banker in this transaction (each a "Broker"). In addition, the parties acknowledge that Yvonne Brown is a licensed real estate broker, but is not representing either party in this transaction. Seller is solely responsible for paying a commission of three percent (3%) of the Purchase Price to each Broker at the Closing. Except for the Brokers, neither Buyer nor Seller is being represented by a broker in this transaction. If any other broker or finder makes a claim for a commission or finder's fee based upon a contract, dealings, or communications, the party through whom the broker or finder makes this claim shall indemnify, defend with counsel of the indemnified party's choice, and hold the indemnified party harmless from all expense, loss, damage and claims, including the indemnified party's attorney's fees, if necessary, arising out of the broker's or finder's claim.

20. MISCELLANEOUS

(a) Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.

warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.

(b) This Agreement is the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements between the parties with respect to the matters contained in this Agreement. Any waiver, modification or consent with respect to any provision of this Agreement shall be set forth in writing and duly executed by the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

(c) Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement. Each party agrees to act diligently and in good faith in performing its obligations under this Agreement.

(d) All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or electronic mail, shall be deemed received upon (a) if personally delivered, the date of delivery to the address of the person to receive such notice, (b) if mailed, three (3) business days after the date of posting by the United States post office, (c) if given by electronic mail, when sent, or (d) if delivered by overnight delivery, one (1) business day after mailing. Any notice, request, demand, direction or other communication sent by electronic mail must be confirmed by letter mailed or delivered within two (2) business days of such electronic mail notice in accordance with subsection (a) or (b).

Buyer: Mercy Housing California
3120 Freeboard Drive, Suite 202
West Sacramento, CA 95691
Attn: Stephen Daues
Email: sdaues@mercyhousing.org

Seller: Robert D. Brown and Yvonne Brown
P.O. Box 12
Shingle Springs, CA 95682

Any party may change its address for notice by written notice given to the other in the manner provided in this Section. Any such communication, notice or demand shall be deemed to have been duly given or served on the date personally served, if by personal service, or on the date shown on the return receipt or other evidence of delivery, if mailed.

(e) The parties agree to execute such instructions to Title Company and such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement.

(f) The making, execution and delivery of this Agreement by the parties hereto has

been induced by no representations, statements, warranties or agreements other than those expressly set forth herein.

(g) Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid or prohibited thereunder, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement.

(h) The language of all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto. Section and paragraph headings of this Agreement are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this Agreement.

(i) This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(j) If any action is brought by either party against the other party, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action. For purposes of this Agreement, the term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, copying and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney.

(k) Subject to Subsection (l), this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and to their respective transferees, successors, and assigns.

(l) Neither this Agreement nor any of the rights or obligations of Seller hereunder shall be transferred or assigned by Seller without the prior written consent of Buyer. Buyer may assign this Agreement and Buyer's rights and obligations hereunder without the Seller's written consent to (i) Rural California Housing Corporation, a California nonprofit public benefit corporation, (ii) a nonprofit public benefit corporation affiliated with Buyer, or (iii) a limited partnership in which Buyer or an affiliated nonprofit public benefit corporation or limited liability company is the general partner. No other assignment may be made without the prior written consent of the Seller.

(m) All Exhibits attached hereto are incorporated by reference.

(n) Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of Seller and Buyer with respect to the Property to be conveyed as contemplated hereby.

(o) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

12-0045.B.293

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Agreement Date.

BUYER:

Mercy Housing California,
a California nonprofit public
benefit corporation

By: _____
Its: _____

SELLER:

The Robert D. and Yvonne Brown Family
Trust of 1996

By: Robert D. Brown
Robert D. Brown, Trustee

By: Yvonne Brown
Yvonne Brown, Trustee

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF EL DORADO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 1, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

PARCELS A AND B, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON SEPTEMBER 12, 1979 IN BOOK 25 OF PARCEL MAPS AT PAGE 32.

A.P.N. 090-430-21-100
A.P.N. 090-430-22-100



EL DORADO COUNTY
DEPARTMENT OF HUMAN SERVICES
Housing, Community & Economic Development Grant Programs

October 26, 2009

Mercy Housing California
Jeffrey Riley
3120 Freeboard Drive, Suite 202
West Sacramento, CA 95691

Dear Mr. Riley:

I am pleased to inform you that your request for a TIM Fee Offset for the 50+ unit Sunset Lane Apartments to be located on Sunset Lane near Mother Lode Drive on parcel numbers 090-430-21-100 and 090-430-22-100 in Shingle Springs was approved by the El Dorado County Board of Supervisors at their meeting on Tuesday, October 20, 2009.

The recommendation approved by the Board is for a TIM Fee Offset in the amount not to exceed \$1,467,720 which represents 100% offset of \$27,180 per unit for the current TIM Fee amount for Zone 2 for up to 54 affordable rental units contingent upon executing a TIM Fee Offset Developers Agreement, Recapture Agreement, and Rent Limitation Agreement to restrict the affordable rental units for at least twenty (20) years for very low and low income tenants (<80% Median Family Income).

You will need to provide a copy of this letter to the Building Department with your application to ensure the TIM Fee Offset will be awarded to your project. You should keep the original letter in your possession. Construction should be completed within two years. If there is any delay please contact our office immediately to discuss an extension. Failure to complete any action may result in forfeiture of the offset and the TIM Fee to be paid in full.

Thank you for your support and efforts in our county to encourage decent, safe, affordable housing for people of all income categories. If you have any questions, please don't hesitate to contact myself at (530) 621-5362 or C.J. Freeland at (530) 621-5347.

Sincerely,

A handwritten signature in cursive script, likely belonging to Shawna Purvines, is written over the word "Sincerely".

Shawna Purvines
Senior Planner
Housing, Community and Economic Development Programs

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
General Allocation 2010-2011
Public Improvements in Support of Housing New Construction
Sunset Lane Apartments
El Dorado County

Timeline/Schedule/Milestones:

Activity Milestones		
	Description of Accomplishment	Proposed Date of Attainment
1.	Award of CDBG Commitment	12/2010
2.	Award of HOME Commitment	01/2011
3.	Award of Tax Credit Reservation	08/2011
4.	Start Construction	01/2012
5.	Complete Construction	05/2013
6.		
7.		
8.		

PRELIMINARY

CONSTRUCTION COST ESTIMATE

FRONTAGE IMPROVEMENTS, SUNSET LANE AND BECKEN LANE

Date: 5/21/2010 Rev 5/25/10Rev 6/01/10

Job No:

Prepared By: get

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.000	*** SITE PREPARATION & GRADING ***				
	Demolition/Removal/Relocation:				
1.001	Mobilization	1	LS	\$ 2,000.00	\$ 2,000.00 C
1.002	Clearing & Grubbing	0.9	AC	\$ 2,000.00	\$ 1,800.00 C
1.008	Trees	9	EA	\$ 150.00	\$ 1,350.00 C
1.009	Relocate Power Poles	6	EA	\$ 4,000.00	\$ 24,000.00 C
1.014	Remove (E) Pavement	6500	SF	\$ 0.75	\$ 4,875.00 C
Demolition/Removal/Relocation Subtotal				\$ 34,025.00	
	Rough Grading:				
1.027	Excavation	1000	CY	\$ 5.00	\$ 5,000.00 C
1.036	Embankment	300	CY	\$ 5.00	\$ 1,500.00 C
Rough Grading Subtotal				\$ 5,000.00	
Grading Improvements Total					\$ 40,525.00

2.000 *** ROADWAY IMPROVEMENTS ***

	Pavements:				
2.003	Asphalt Paving, 5"AC, 10"AB	21600	SF	\$ 3.75	\$ 81,000.00 C
2.011	Liquid Asphalt Prime Coat	21600	SF	\$ 0.05	\$ 1,080.00 C
2.014	4" Aggregate Base (Sidewalk cushion)	3660	SF	\$ 0.65	\$ 2,379.00 C
Pavements Subtotal				\$ 84,459.00	
	Concrete Items:				
2.027	Vertical Curb & Gutter (Type II)	1410	LF	\$ 20.00	\$ 28,200.00 C
2.029	Sidewalk 4" Thickness (Concrete)	3660	SF	\$ 5.00	\$ 18,300.00 C
2.035	Handicap Ramp	9	EA	\$ 200.00	\$ 1,800.00 C
Concrete Items Subtotal				\$ 48,300.00	
	Miscellaneous:				
2.062	Type (Std. 105 C) Street Barricade	28	LF	\$ 25.00	\$ 700.00 C

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
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2.067	Tree Protection Fencing	200	LF	\$ 3.00	\$ 600.00 C
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Miscellaneous Items Subtotal \$ 1,300.00

Signing & Striping:

2.081	4" White Stripe (Dashed)	750	LF	\$ 0.50	\$ 375.00 C
2.100	Striping (Stop)	1	EA	\$ 300.00	\$ 300.00 C
2.101	Striping (Stop Ahead)	1	EA	\$ 300.00	\$ 300.00 C
2.103	Street Signs (1 Post)	2	EA	\$ 400.00	\$ 800.00 C

Signing & Striping Subtotal \$ 1,775.00

Roadway Improvements Total	\$ 135,834.00
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3.000 *** STORM DRAINAGE ***

Mains:

3.025	12" RCP, Class III	235	LF	\$ 40.00	\$ 9,400.00 C
3.027	18" RCP, Class III	280	LF	\$ 50.00	\$ 14,000.00 C

Mains Subtotal \$ 23,400.00

Drop Inlets:

3.094	DI, Type B	9	EA	\$ 1,200.00	\$ 10,800.00 C
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Drop Inlets Subtotal \$ 10,800.00

Manholes:

3.121	Standard Manhole, 48"	3	EA	\$ 2,500.00	\$ 7,500.00 C
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Manholes Subtotal \$ 7,500.00

Miscellaneous:

3.144	Energy Dissipaters	400	SF	\$ 5.00	\$ 2,000.00 C
3.146	V-Ditch (Rock Lined)	250	LF	\$ 10.00	\$ 2,500.00 C
3.157	Outlet Structure	1	EA	\$ 2,500.00	\$ 2,500.00 C

Miscellaneous Subtotal \$ 7,000.00

Storm Drainage Total	\$ 48,700.00
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4.000 *** SANITARY SEWERS ***

Miscellaneous:

4.062	Tie to Existing Forcemain	1	EA	\$ 4,000.00	\$ 4,000.00 C
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Miscellaneous Subtotal \$ 4,000.00

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
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Sanitary Sewers Total	\$ 4,000.00
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5.000 *** WATER DISTRIBUTION ***

Mains:

5.008	8" PVC C-900 (CL200)	530	LF	\$ 42.00	\$ 22,260.00	C
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Mains Subtotal \$ 22,260.00

Valves:

5.033	8" Gate Valve Assembly	8	EA	\$ 1,000.00	\$ 8,000.00	C
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Valves Subtotal \$ 8,000.00

Miscellaneous:

5.057	Fire Hydrants Assembly	4	EA	\$ 2,500.00	\$ 10,000.00	C
5.064	Hot Tap	2	EA	\$ 2,000.00	\$ 4,000.00	C

Miscellaneous Subtotal \$ 14,000.00

Water Distribution Total	\$ 44,260.00
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7.000 *** STREET LIGHTING ***

System:

7.001	Street Light, Type A	2	EA	\$ 2,500.00	\$ 5,000.00	C
7.003	1" Conduit w/2 #8 AWG	2	EA	\$ 1,000.00	\$ 2,000.00	C
7.004	Pullbox #31/2	2	EA	\$ 1,000.00	\$ 2,000.00	C
7.005	Service Can	2	EA	\$ 1,000.00	\$ 2,000.00	C

System Subtotal \$ 11,000.00

Street Lighting Total	\$ 11,000.00
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8.000 *** UTILITY IMPROVEMENTS ***

8.001	Utility Services	4	EA	\$ 350.00	\$ 1,400.00	C
8.002	Utility Conduits	630	LF	\$ 10.00	\$ 6,300.00	C
8.003	Utility Trenching	630	LF	\$ 35.00	\$ 22,050.00	C
8.005	Dry Utilities - pull cable; PG&E fees		EA	\$ 8,000.00	\$ -	C

Utility Improvements Total	\$ 29,750.00
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9.000 *** EROSION CONTROL ***

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	
9.001	Straw Bale Dike	600	LF	\$ 5.00	\$ 3,000.00	C
9.003	Filter Berms	50	LF	\$ 50.00	\$ 2,500.00	C
9.005	Hydroseeding	12600	SF	\$ 0.05	\$ 630.00	C
9.001	Implement SWPPP/Emerg. Erosion C.	1	LS	\$ 29,000.00	\$ 29,000.00	C
9.021	Fugitive Dust Control	1	LS	\$ 5,000.00	\$ 5,000.00	C
9.022	Erosion control/SWPPP Maintenance	1	LS	\$ 15,000.00	\$ 15,000.00	C

Erosion Control Total	\$ 55,130.00
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10.000 *** CONSULTANT FEES & SERVICES ***

Geotechnical:						
10.001	Preliminary Soils Investigation	1	LS	\$ 3,000.00	\$ 3,000.00	
10.002	Compaction/Grading Testing	1	LS	\$ 5,000.00	\$ 5,000.00	

Geotechnic Subtotal \$ 8,000.00

Civil Engineering Services:						
10.018	Improvement Plans - As-built	1	LS	\$ 2,000.00	\$ 2,000.00	
10.019	Construction Staking	1	LS	\$ 6,000.00	\$ 6,000.00	
10.021	Construction Engineering	1	LS	\$ 32,000.00	\$ 32,000.00	

Civil Engineering Service Subtotal \$ 40,000.00

Consultant Fees & Services Total	\$ 48,000.00
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11.000 *** FEES, PERMITS, ETC ***

11.005	Inspection Fee - Deposit	1	LS		\$ -	
Construction Permits/Fees:						
11.035	Water District/Company	1	LS	\$ 7,000.00	\$ 7,000.00	
11.039	Department of Transportation	1	LS	\$ 14,000.00	\$ 14,000.00	

Construction Permits/Fees Subtotal \$ 21,000.00

Fees, Permits, Etc. Total	\$ 21,000.00
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*** MAJOR CATEGORY TOTALS:

1.000	Site Preparation & Grading			\$ 40,525.00	
2.000	Roadway Improvements			\$ 135,834.00	
3.000	Storm Drainage			\$ 48,700.00	
4.000	Sanitary Sewers			\$ 4,000.00	
5.000	Water Distribution			\$ 44,260.00	
7.000	Street Lighting			\$ 11,000.00	
8.000	Utility Improvements			\$ 29,750.00	
9.000	Erosion Control			\$ 55,130.00	
10.000	Consultant Fees & Services			\$ 48,000.00	

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
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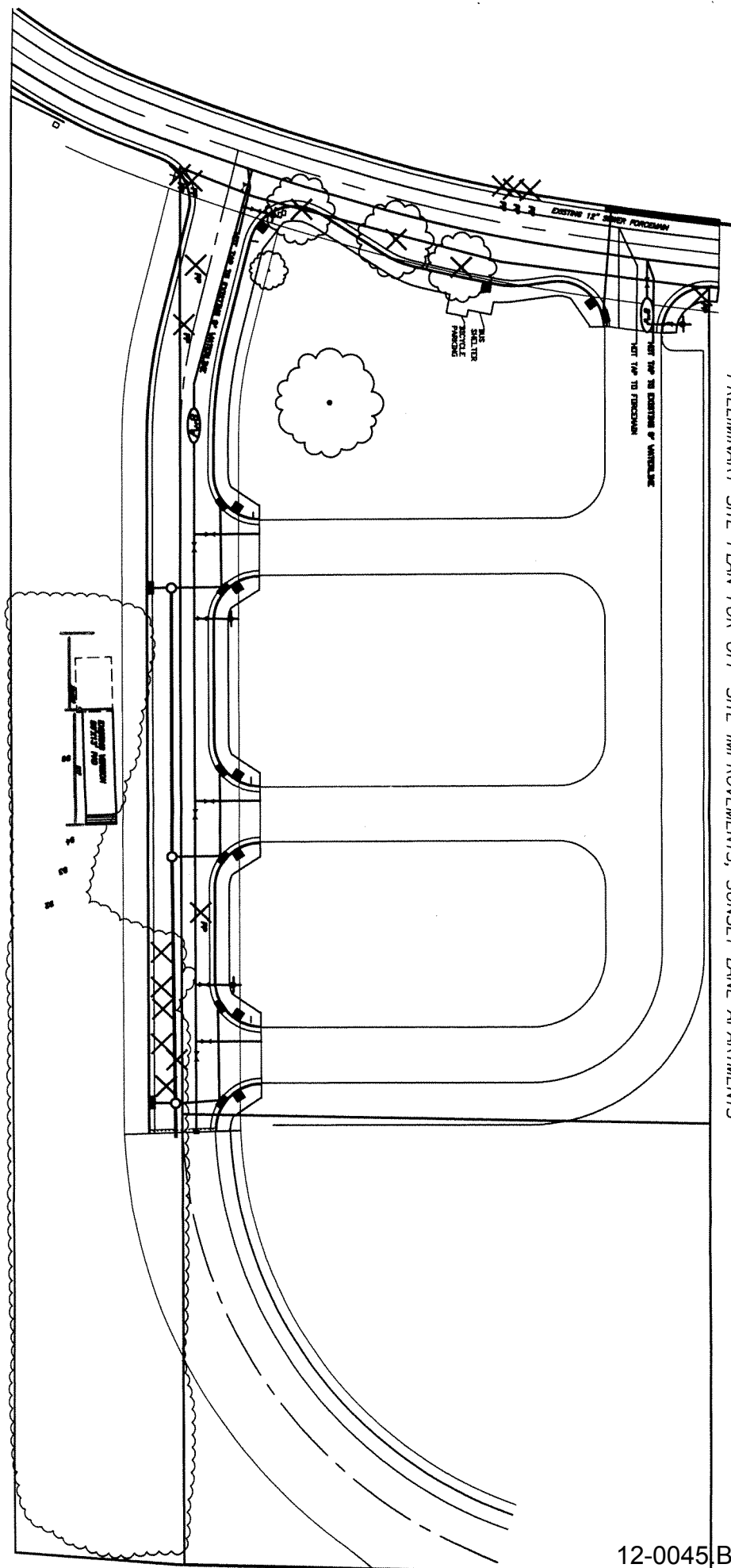
11.000	Fees, Permits, Etc.			\$	21,000.00
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ESTIMATED PROJECT SUBTOTAL:	\$	438,199
CONTINGENCY COST:	\$	44,801
TOTAL ESTIMATED COST:	\$	483,000

NOTES:

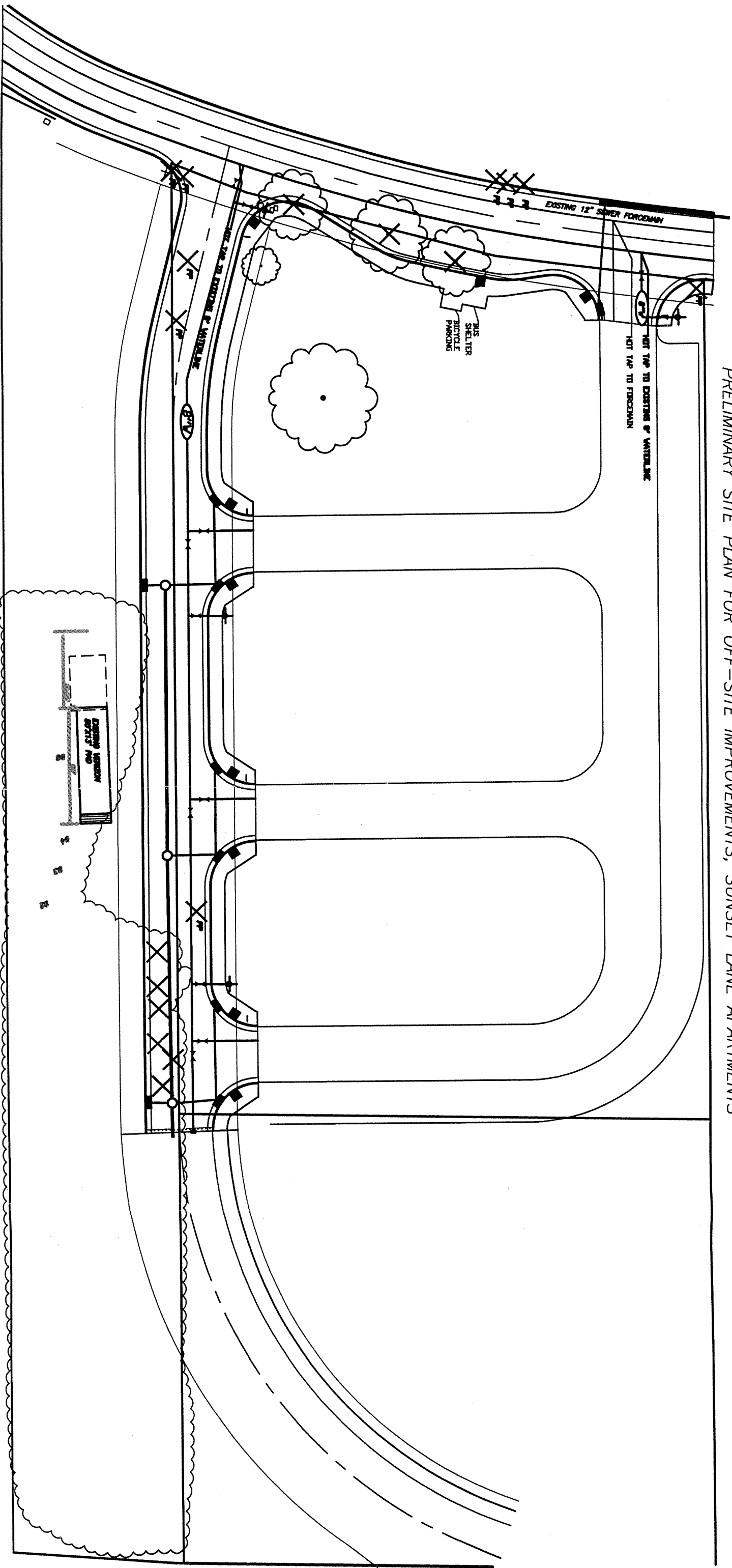
1. Since Gene E. Thorne & Associates, Inc. has no control over the cost of labor, materials, or equipment, or over the contractors methods of determining prices, or over competitive bidding or market conditions, our opinions of probable project cost or construction cost provided for herein are to be made on the basis of our experience and qualifications and represent our best judgment as design professionals familiar with the construction industry, but, Gene E. Thorne & Associates, Inc. cannot, and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable cost prepared by the firm.
2. It is the responsibility of the Developer to have the contractor or other qualified person verify all quantities listed in this cost estimate or any subsequently prepared bid sheets. Gene Thorne & Associates will not be held responsible for any errors or variations to any quantity listed above.
3. All calculated earthwork quantities furnished for this project are approximate. Quantities are calculated to finished rough grade and existing ground. The actual amount of earth moved is variable dependent upon compaction, shrinkage (&/or swell), stripping requirements and the contractor's method of operation as well as accuracy of aerial topography that is beyond our control. Gene Thorne & Associates will not be held responsible for accuracy of earthwork quantities. It is the responsibility of the contractor to notify the engineer as soon as possible in the event it appears an excess or shortage of earth is being encountered.
4. The costs involved with erosion/dust control are for stand alone projects. If this project is done together with the trails/parking lot program, a single cost for the SWPPP and the dust control can be applied.
5. No County or any other agency fees have been included in this estimate.

PRELIMINARY SITE PLAN FOR OFF-SITE IMPROVEMENTS, SUNSET LANE APARTMENTS



12-0045 B.303

PRELIMINARY SITE PLAN FOR OFF-SITE IMPROVEMENTS, SUNSET LANE APARTMENTS



Local Government Approvals (HOME Regulation 8212 (d) (4))

Rental New Construction Projects (up to 125 points)

To the applicant: Complete the information section below and submit this form to the agency or department of local government responsible for administration of the items listed. This form may be submitted to more than one agency or department if necessary. The local government person certifying this form as well as the project developer must sign and date the certification provided at the end of the form.

Documentation of completed approvals will be required by the time the project goes to Loan Committee as a condition of receiving a HOME award letter. If there is a material discrepancy between information contained in this form, and the information contained in the documentation, up to 200 points may be deducted from future HOME applications pursuant to HOME Regulation 8212 (d) (1) (ii).

HOME APPLICANT: County of El Dorado

HOME-ELIGIBLE JURISDICTION WHERE PROJECT IS LOCATED: County of El Dorado

PROJECT NAME: Sunset Lane Apartments

PROJECT ADDRESS/SITE: Sunset Lane

ASSESSOR PARCEL NUMBER(S): 090-430-21 & 090-430-22

Place a checkmark in the appropriate box that follows regarding the status of this local approval, and provide the information requested.

Local Approval	Not Needed ("N/A" is not an acceptable reason)	Needed & Not obtained	Needed and Obtained
Zoning Change (85 points) Information to follow	Reason Not Needed: Completed		Date Obtained: March 12, 2009
Site Plan Approval (5 points)	Reason Not Needed: Not required		Date Obtained:
Design Review Approval (5 points)	Reason Not Needed: In progress	✓	Date Obtained:
CUP (10 points)	Reason Not Needed: Not needed		Date Obtained:

Local Approval	Not Needed ("N/A" is not an acceptable reason)	Needed & Not obtained	Needed and Obtained
Variances (10 points)	Reason Not Needed: In progress with Design Review	✓	Date Obtained:
PUD (5 points)	Reason Not Needed: Not needed		Date Obtained:
Specific Plan (5 points)	Reason Not Needed: Not needed		Date Obtained:

Local Approvals Certification – Rental New Construction Projects

I certify, on behalf of the entities I represent, that the information presented on the attached Local Approvals form is true and correct to the best of my knowledge.

Signature and Title of Local Official Completing Form:

Daniel Nelson Daniel Nielson, M.P.A., Director of Human Services

Date: 8-12-09

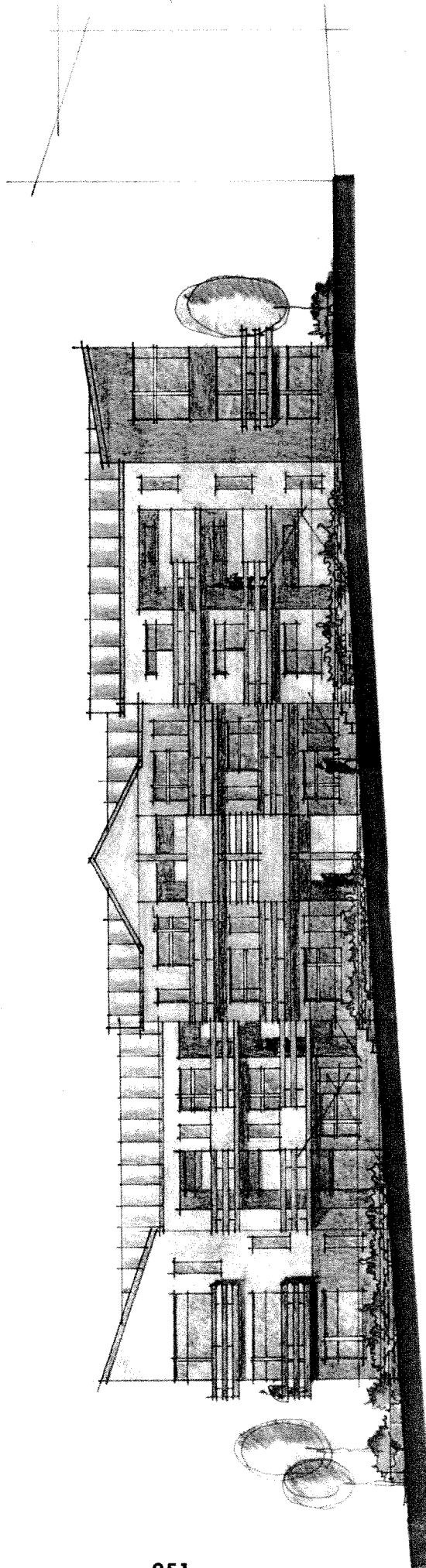
Signature and Title of Developer (if different than HOME Applicant):

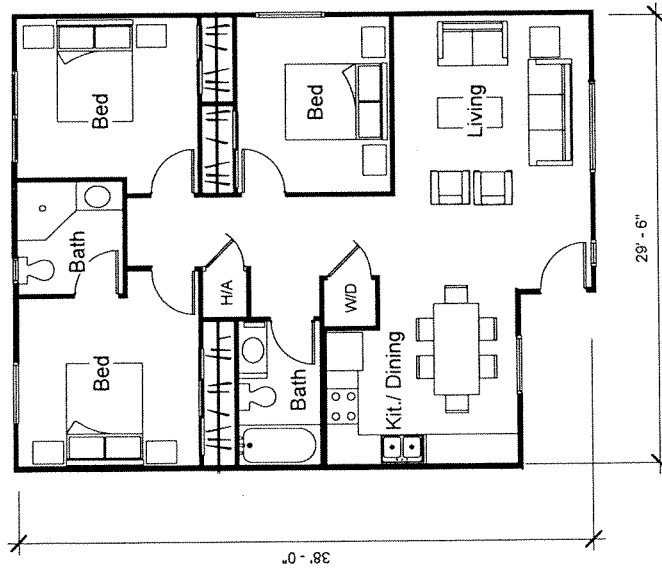
Breg Orant Vice President

Date: 8/14/09

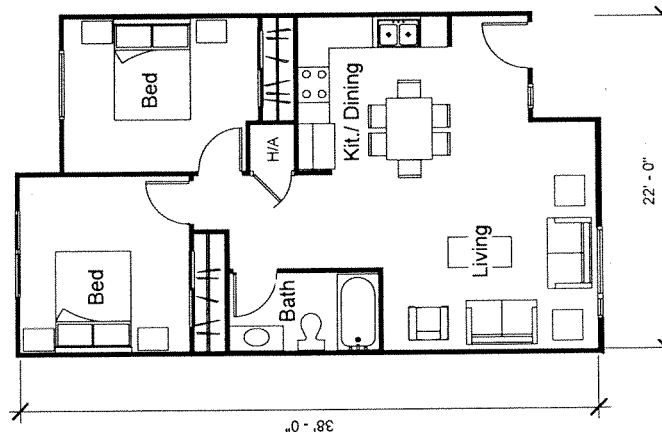
PUBLIC IMPROVEMENTS IN SUPPORT OF HOUSING NEW CONSTRUCTION (PIHNC) - Forms

USES	SOURCES						
	STATE OR FEDERAL				LEVERAGE		
	State CDBG	Program Income	Other State Funds	Federal Funds	Local Funds	Private	Identify Leverage
Activity Cost Categories							Totals:
<u>Site Preparation, Grading & Roadway Imp.</u>	\$ <u>176,359</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ <u>176,359</u>
<u>Storm Drainage & Sanitary Sewers</u>	\$ <u>52,700</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ <u>52,700</u>
<u>Water Dist</u>	\$ <u>44,260</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ <u>44,260</u>
<u>Street Lighting & Utility Improv</u>	\$ <u>40,750</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ <u>40,750</u>
<u>Erosion Control & Consult Fees</u>	\$ <u>103,130</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ <u>103,130</u>
<u>County Permits & Fees</u>	\$ <u>21,000</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ <u>21,000</u>
<u>Contingency</u>	\$ <u>44,801</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ <u>44,801</u>
<u>Activity Delivery</u>	\$ <u>42,000</u>	\$ _____	\$ _____	\$ _____	\$ <u>4,500</u>	\$ _____	\$ <u>46,500</u>
Totals:	\$ <u>525,000</u>	\$ _____	\$ _____	\$ _____	\$ <u>4,500</u>	\$ _____	\$ <u>529,500</u>

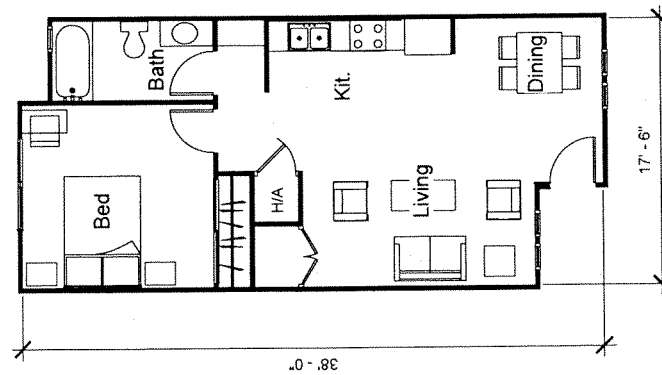




3 BED UNIT
1050 s.f.

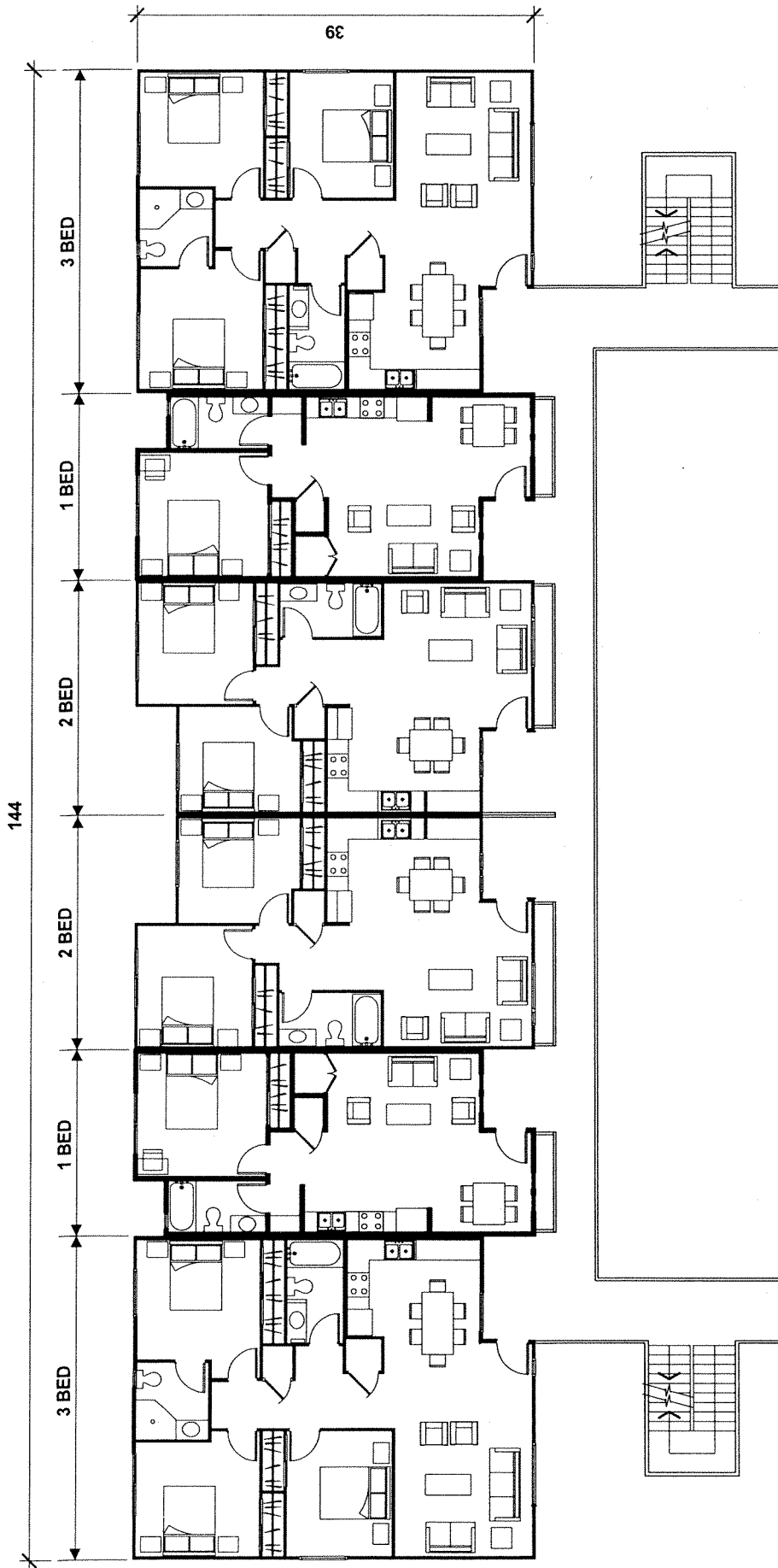


2 BED UNIT
775 s.f.



1 BED UNIT
625 s.f.





Stantec

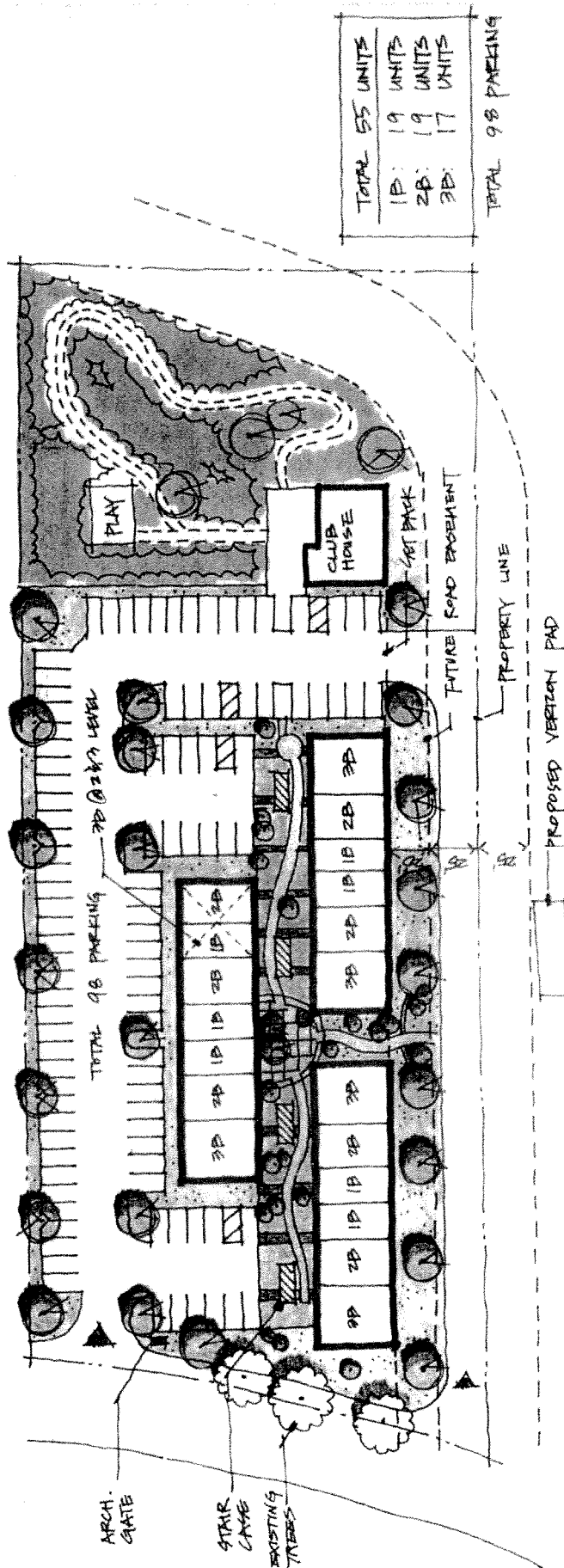
Stantec Architecture
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Shingle Springs Housing, El Dorado County, CA

Conceptual Building Block Plan



Mercy Housing



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
General Allocation 2010-2011
Public Improvements in Support of Housing New Construction
Sunset Lane Apartments
El Dorado County

PLANS AND SPECIFICATIONS

Conceptual Plans included
Additional Plans & Specifications to be submitted.

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
General Allocation 2010-2011
Public Improvements in Support of Housing New Construction
Sunset Lane Apartments
El Dorado County

BID PACKAGE

To be submitted.

DRAFT PENDING COUNTY COUNSEL REVIEW

EXHIBIT C SCOPE OF WORK

Sunset Lane Apartments Project Public Improvements Work to be Performed Utilizing CDBG PIHNC Grant Funds

Activities to be performed utilizing CDBG grant funds may include but are not limited to the following. The Public Improvement work to be performed is as generally described below. Additional tasks may be necessitated in order to meet site requirements and must be approved by the County in writing.

Road Improvements – Sunset Lane

The Borrower shall provide a 60-foot total Right-of-Way (30-foot half width) along Sunset Lane frontage. The applicant shall construct a 28-foot wide paved roadway and Type 2 vertical curb and gutter with a 6-foot wide sidewalk along the Sunset Lane frontage consistent with Design Standard Plan 101B. The improvements shall be completed to the satisfaction of the Department of Transportation and the El Dorado County Transit Authority prior to issuance of a building permit.

Road Improvements – Becken Lane

The Borrower shall provide a 50-foot total Right-of-Way (25-foot half width) along Becken Lane frontage. The applicant shall construct a 28-foot wide paved roadway with Type 2 vertical curb and gutter and a 6-foot sidewalk in accordance with Design Standard Plan 101B. The improvements shall be completed to the satisfaction of the Department of Transportation and the El Dorado County Transit Authority prior to issuance of a building permit.

Bus Turnout

The Borrower shall construct a bus turnout along Sunset Lane in accordance with El Dorado County Transit Authority's standards. Exact location of turnout to be determined by Transit Authority. The improvements shall be completed to the satisfaction of the Department of Transportation and the El Dorado County Transit Authority prior to issuance of a building permit.

Encroachment Permit

The applicant must obtain an encroachment permit from DOT and construct the Becken Lane roadway encroachment onto Sunset Lane consistent with the provisions of county Design Std Plan 103G prior to issuance of a building permit. The improvements shall be completed to the satisfaction of the El Dorado County Department of Transportation.