



# City of Fort Bragg

416 N Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

## Meeting Agenda City Council

**THE FORT BRAGG CITY COUNCIL MEETS CONCURRENTLY AS  
THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1  
AND THE FORT BRAGG REDEVELOPMENT SUCCESSOR  
AGENCY**

---

Monday, July 13, 2020

6:00 PM

Town Hall, 363 N. Main Street

---

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### ROLL CALL

### PLEASE TAKE NOTICE

*DUE TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDERS N-25-20 AND N-29-20 WHICH SUSPEND CERTAIN REQUIREMENTS OF THE BROWN ACT, AND THE ORDER OF THE HEALTH OFFICER OF THE COUNTY OF MENDOCINO TO SHELTER IN PLACE TO MINIMIZE THE SPREAD OF COVID-19, CITY COUNCIL MEMBERS AND STAFF WILL BE PARTICIPATING BY VIDEO CONFERENCE IN THE CITY COUNCIL MEETING OF MONDAY, JULY 13, 2020.*

*In compliance with the Shelter-in-Place Orders of the County and State, this meeting will be closed to the public. The meeting will be live-streamed on the City's website at <https://city.fortbragg.com> and on Channel 3. Public Comment regarding matters on the agenda may be made in any of the following ways: (1) By joining the Zoom webinar, (2) Through the City's online eComment agenda feature, (3) Emailed to City Clerk June Lemos, [jlemos@fortbragg.com](mailto:jlemos@fortbragg.com), (4) Written comments delivered through the drop-box for utility payments to the right of the front door at City Hall, 416 N. Franklin Street, or (5) Voice mail comments called in to (707) 961-1694 by 5:00 PM on the day of the meeting.*

*Comments can be made at any time prior to the meeting, in real-time while the item is being considered by the Council and up to 12:00 PM on Tuesday, July 14, 2020. The Clerk will read aloud all eComments or emails received before or during the meeting that have not previously been published with the agenda packet. Public comments are restricted to three minutes. Written comments on agenda items and those exceeding three minutes will be included in the public record as part of the agenda packet the next business day after the meeting.*

*We appreciate your patience and willingness to protect the health and wellness of our community and staff. If you have any questions regarding this meeting, please contact the City Clerk at (707) 961-1694 or [jlemos@fortbragg.com](mailto:jlemos@fortbragg.com).*

### ZOOM WEBINAR INVITATION

*You are invited to a Zoom webinar.  
When: Jul 13, 2020 06:00 PM Pacific Time (US and Canada)  
Topic: City Council*

Please click the link below to join the webinar:

<https://zoom.us/j/91855537293>

Or iPhone one-tap :

US: +16699009128,,91855537293# or +13462487799,,91855537293#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 9128 or +1 346 248 7799 or +1 253 215 8782 or +1 301 715 8592 or +1 312 626 6799  
or +1 646 558 8656

Webinar ID: 918 5553 7293

International numbers available: <https://zoom.us/u/adLbmgsBtY>

## **MANNER OF ADDRESSING THE COUNCIL**

*TO SPEAK DURING PUBLIC COMMENT PORTIONS OF THE AGENDA VIA ZOOM, PLEASE JOIN THE MEETING AND USE THE RAISE HAND FEATURE WHEN THE MAYOR OR ACTING MAYOR CALLS FOR PUBLIC COMMENT ON THE ITEM YOU WISH TO ADDRESS.*

*MANNER OF ADDRESSING THE CITY COUNCIL: All remarks and questions shall be addressed to the City Council; no discussion or action will be taken pursuant to the Brown Act. No person shall speak without being recognized by the Mayor or Acting Mayor.*

*TIME ALLOTMENT FOR PUBLIC COMMENT ON NON-AGENDA ITEMS: Thirty (30) minutes shall be allotted to receiving public comments. If necessary, the Mayor or Acting Mayor may allot an additional 30 minutes to public comments after Conduct of Business to allow those who have not yet spoken to do so. Any citizen, after being recognized by the Mayor or Acting Mayor, may speak on any topic that may be a proper subject for discussion before the City Council for such period of time as the Mayor or Acting Mayor may determine is appropriate under the circumstances of the particular meeting, including number of persons wishing to speak or the complexity of a particular topic. Time limitations shall be set without regard to a speaker's point of view or the content of the speech, as long as the speaker's comments are not disruptive of the meeting.*

*BROWN ACT REQUIREMENTS: The Brown Act does not allow action or discussion on items not on the agenda (subject to narrow exceptions). This will limit the Council's response to questions and requests made during this comment period.*

## **AGENDA REVIEW**

### **1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS**

### **2. PUBLIC COMMENTS ON: (1) NON-AGENDA, (2) CONSENT CALENDAR & (3) CLOSED SESSION ITEMS**

### **3. STAFF COMMENTS**

### **4. MATTERS FROM COUNCILMEMBERS**

### **5. CONSENT CALENDAR**

*All items under the Consent Calendar will be acted upon in one motion unless a Councilmember requests that an individual item be taken up under Conduct of Business.*

**5A. [20-782](#)** Adopt City Council Resolution Authorizing Cancellation of the August 24,

## 2020 City Council Meeting to Accommodate Summer Vacation Schedules

**Attachments:** [RESO Cancelling August 24 Council Meeting](#)

- 5B. [20-784](#)** Adopt City Council Resolution Approving the Purchase of Motorola Handheld Rechargeable Two-Way Radios
- Attachments:** [RESO Motorola Radios](#)  
[Motorola Quote](#)
- 5C. [20-788](#)** Approve Scope of Work for the Request for Proposals for a Feasibility Study and Establishment of a Community Land Trust Serving the City of Fort Bragg
- Attachments:** [Community Land Trust RFP](#)  
[Public Comment 5C](#)
- 5D. [20-789](#)** Approve Scope of Work for the Request for Proposals for Conceptual Designs, Final Designs, and Construction Drawings for the City of Fort Bragg's Pre-Approved Accessory Dwelling Unit Program
- Attachments:** [ADU RFP](#)  
[Public Comment 5D](#)
- 5E. [20-790](#)** Adopt Joint City Council/Improvement District/Redevelopment Successor Agency Resolution Authorizing the City/District Manager to Execute Contract Amendment for Financial Auditing Services, Increasing the Amount of the Contract with JJACPA, Inc. by a Not To Exceed Amount of \$5,400.00 (Split Among the Agencies)
- Attachments:** [RESO JJACPA Contract Amendment](#)  
[JJACPA 1st Amendment](#)
- 5F. [20-791](#)** Adopt City Council Resolution Approving Program Guidelines for HOME COVID Tenant Based Rental Assistance Program
- Attachments:** [Att 1 - RESO Adopting HOME TBRA Program Guidelines](#)  
[Att 2 - HOME TBRA Program Guidelines \(Exhibit "A"\)](#)  
[Att 3 - HOME TBRA Application](#)
- 5G. [20-796](#)** Adopt Joint City Council/Municipal Improvement District Resolution Approving Budget Adjustment No. 2021-01 Amending the FY 2020-21 Adopted Budget
- Attachments:** [RESO FY 20-21 Budget Amendment](#)  
[Ex A: Budget Adjustment No. 2021-01](#)  
[Public Comment 5G](#)
- 5H. [20-797](#)** Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg
- Attachments:** [RESO Declaring Continuing Local Emergency](#)

- 5I. [20-798](#) Adopt City Council Resolution Appointing Representatives to Represent and Vote on Behalf of the City at the League of California Cities Redwood Empire Division Business Meeting and Legislative Committee Meetings

**Attachments:** [RESO Redwood Division Representatives 2020](#)

- 5J. [20-799](#) Adopt Amended City Council Resolution No. 4264-2020 Amending the City of Fort Bragg Conflict of Interest Code

**Attachments:** [RESO 4264 Conflict of Interest Code - AMENDED](#)

- 5K. [20-795](#) Approve Minutes of June 22, 2020

**Attachments:** [CCM2020-06-22](#)

- 5L. [20-794](#) Approve Minutes of Special Meeting of June 29, 2020

**Attachments:** [CCM2020-06-29 Special](#)

- 5M. [20-793](#) Approve Minutes of Special Meeting of June 30, 2020

**Attachments:** [CCM2020-06-30 Special](#)

## **6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS**

## **7. PUBLIC HEARING**

*When a Public Hearing has been underway for a period of 60 minutes, the Council must vote on whether to continue with the hearing or to continue the hearing to another meeting.*

## **8. CONDUCT OF BUSINESS**

- 8A. [20-792](#) Receive Report and Provide Direction to Staff Regarding Community Development Block Grant Coronavirus Response Round 1 (CDBG-CV1) Program Applications

**Attachments:** [07132020 CDBG-CV1 Application Direction](#)  
[Public Comment 8A](#)

## **9. CLOSED SESSION**

## **ADJOURNMENT**

*The adjournment time for all Council meetings is no later than 10:00 p.m. If the Council is still in session at 10:00 p.m., the Council may continue the meeting upon majority vote.*

**NEXT REGULAR CITY COUNCIL MEETING:  
6:00 P.M., MONDAY, JULY 27, 2020**

STATE OF CALIFORNIA     )  
  )ss.  
COUNTY OF MENDOCINO    )

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg and that I caused this agenda to be posted in the City Hall notice case on July 8, 2020.

\_\_\_\_\_  
June Lemos, CMC, City Clerk

**NOTICE TO THE PUBLIC:**

**DISTRIBUTION OF ADDITIONAL INFORMATION FOLLOWING AGENDA PACKET DISTRIBUTION:**

- *Materials related to an item on this Agenda submitted to the Council/District/Agency after distribution of the agenda packet are available for public inspection upon making reasonable arrangements with the City Clerk for viewing same during normal business hours.*
- *Such documents are also available on the City of Fort Bragg’s website at <https://city.fortbragg.com> subject to staff’s ability to post the documents before the meeting.*

**ADA NOTICE AND HEARING IMPAIRED PROVISIONS:**

*It is the policy of the City of Fort Bragg to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including those with disabilities. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities.*

*If you need assistance to ensure your full participation, please contact the City Clerk at (707) 961-1694. Notification 48 hours in advance of any need for assistance will enable the City to make reasonable arrangements to ensure accessibility.*

*This notice is in compliance with the Americans with Disabilities Act (28 CFR, 35.102-35.104 ADA Title II).*



# City of Fort Bragg

416 N Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

## Text File

File Number: 20-782

---

**Agenda Date:** 7/13/2020

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5A.

Adopt City Council Resolution Authorizing Cancellation of the August 24, 2020 City Council Meeting to Accommodate Summer Vacation Schedules

Regular City Council meetings are held on the second and fourth Mondays of each month, a schedule set by Ordinance 904-2012 adopted on June 11, 2012. In past years, the City Council has cancelled one meeting in either July, August or September to accommodate summer vacation plans of Councilmembers. If adopted, the attached resolution will cancel the August 24, 2020 City Council meeting.

**RESOLUTION NO. \_\_\_\_-2020**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL CANCELLING THE REGULARLY SCHEDULED CITY COUNCIL MEETING OF AUGUST 24, 2020 TO ACCOMMODATE SUMMER VACATION SCHEDULES**

**WHEREAS**, Section 2.04.010 of the Fort Bragg Municipal Code states that City Council shall meet on the second and fourth Monday of every calendar month for regular Council meetings; and

**WHEREAS**, such regular Council meetings shall commence at the time or times as specified by resolution adopted by the City Council pursuant to Chapter 2.04; and

**WHEREAS**, in accordance with Section 2.04.010, the City Council may, prior to the regularly scheduled meeting, approve by resolution the cancellation of the regularly scheduled meeting;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby cancel the regular City Council meeting scheduled for August 24, 2020 to accommodate summer vacation schedules.

The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 13<sup>th</sup> day of July, 2020, by the following vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**
- RECUSED:**

---

**WILLIAM V. LEE**  
Mayor

**ATTEST:**

---

**June Lemos, CMC**  
City Clerk



# City of Fort Bragg

416 N Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

## Text File

File Number: 20-784

---

**Agenda Date:** 7/13/2020

**Version:** 4

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5B.

Adopt City Council Resolution Approving the Purchase of Motorola Handheld Rechargeable Two-Way Radios

The City was awarded \$163,000 from the 2019 Public Safety Power Shutoff (PSPS) Resiliency Allocation CalOES Grant. The lowest of three quotes was provided by Motorola Solutions. Approval of the purchase of these items authorizes the City Manager to execute purchase order for the devices, amount not to exceed \$76,278.86.



**RESOLUTION NO. \_\_\_\_-2020**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDER/PURCHASE AGREEMENT FOR THE DIRECT PURCHASE OF MOTOROLA HANDHELD RECHARGEABLE TWO-WAY RADIOS, AMOUNT NOT TO EXCEED \$76,278.86 (ACCOUNT NO. 329-5058-3336)**

**WHEREAS**, the Governor’s Office of Emergency Services (“CalOES”) granted funds through the 2019 Public Safety Power Shutoff (PSPS) Resiliency Allocation Program; and

**WHEREAS**, direct purchase of this equipment will provide the Fort Bragg Police Department and City Public Works Department staff with updated communication devices; and

**WHEREAS**, The lowest of three quotes in the amount of \$76,278.86 was provided by Motorola Solutions; and

**WHEREAS**, CalOES has authorized use of grant funds for this purchase;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby approve the direct purchase of Motorola handheld rechargeable two-way radios in an amount not to exceed \$76,278.86 and authorizes the City Manager to sign any purchase agreements, purchase orders or documents associated therewith.

**The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 13th day of July, 2020, by the following vote:**

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**
- RECUSED:**

---

**WILL LEE**  
**Mayor**

**ATTEST:**

---

**June Lemos, CMC**  
**City Clerk**

Billing Address:  
 FORT BRAGG POLICE DEPT  
 250 CYPRESS ST  
 FORT BRAGG, CA 95437  
 US

Quote Date:06/09/2020  
 Expiration Date:05/01/2020  
 Quote Created By:  
 Trevor Wetzel  
 Trevor.Wetzel@  
 motorolasolutions.com  
 708-553-9690

End Customer:  
 FORT BRAGG POLICE DEPT

Contract: 22342 - CALIFORNIA  
 CONVENIENCE CONTRACT  
 Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4000 Series	APX4000				
1	H51KDF9PW6AN	APX 4000 VHF MHZ MODEL 2 PORTABLE	28	\$1,963.00	\$1,570.40	\$43,971.20
1a	QA02750AB	ALT: IMPRES LI-ION 2800MAH (PMNN4448)	28	\$100.00	\$80.00	\$2,240.00
1b	Q811BR	ENH: SOFTWARE P25 CONVENTIONAL	28	\$650.00	\$520.00	\$14,560.00
1c	H885BK	ADD: 3Y ESSENTIAL SERVICE	28	\$90.00	\$90.00	\$2,520.00
2	PMMN4062A	IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54	28	\$117.70	\$75.32	\$2,108.96
3	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA	28	\$76.00	\$48.63	\$1,361.64
4	PMPN4284A	CHARGER DESKTOP MULTI-UNIT IMPRES 2 1 DISPLAY EXT PS 100-240VAC US/NA	1	\$655.00	\$419.15	\$419.15
5	AAM01JQH9JC1AN	CM300D 136-174 45W 99CH AD ANALOG	6	\$618.33	\$494.66	\$2,967.96
5a	STDBOX0866AB	STANDARD MODEL BOX	6	\$0.00	\$0.00	\$0.00
5b	STDBKT0866AC	STANDARD BRACKET	6	\$0.00	\$0.00	\$0.00
5c	STDMIC0866AC	STANDARD MICROPHONE	6	\$0.00	\$0.00	\$0.00



Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
5d	STDCBL0866AC	STANDARD CABLE	6	\$0.00	\$0.00	\$0.00
5e	GA00164AE	DEL: STD 2Y WARR APPLIES	6	-\$18.33	-\$14.66	-\$87.96

Subtotal \$70,060.95

Estimated Tax \$6,217.91

**Grand Total \$76,278.86(USD)**



Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products.



<b>Purchase Order Checklist</b>	
<b>Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)</b>	
<b>PO Number/ Contract Number</b>	
<b>PO Date</b>	
<b>Vendor = Motorola Solutions, Inc.</b>	
<b>Payment (Billing) Terms/ State Contract Number</b>	
<b>Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name</b>	
<b>Bill-To Address</b>	
<b>Ship-To Address (If we are shipping to a MR location, it must be documented on PO)</b>	
<b>Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )</b>	
<b>PO Amount must be equal to or greater than Order Total</b>	
<b>Non-Editable Format (Word/ Excel templates cannot be accepted)</b>	
<b>Bill To Contact Name &amp; Phone # and EMAIL for customer accounts payable dept</b>	
<b>Ship To Contact Name &amp; Phone #</b>	
<b>Tax Exemption Status</b>	
<b>Signatures (As required)</b>	



# City of Fort Bragg

416 N Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

## Text File

File Number: 20-788

---

**Agenda Date:** 7/13/2020

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Scope of Work

**Agenda Number:** 5C.

Approve Scope of Work for the Request for Proposals for a Feasibility Study and Establishment of a Community Land Trust Serving the City of Fort Bragg

The purpose of the SB-2 Planning Grant is to provide funding and technical assistance to all local governments in California to help cities and counties prepare, adopt and implement plans and process improvements that streamline housing approvals and accelerate housing production. The City's SB-2 grant allocation of \$160,000 will be used to implement several pro-housing policies and programs included in the 2019 Housing Element. One of the new Housing Element programs identified as a grant activity, involves taking steps to establish a Community Land Trust:

**Program H-2.4.4 Consider Community Land Trust:** Complete research regarding Community Land Trust and consider working with community partners to establish a Community Land Trust that serves Fort Bragg.

The attached RFP would seek technical assistance and expertise to assist staff in evaluating the feasibility of creating a Community Land Trust to serve Fort Bragg.



## **CITY OF FORT BRAGG**

### **REQUEST FOR PROPOSALS FOR**

### **Feasibility Study and Establishment of a Community Land Trust Serving the City of Fort Bragg**

The City of Fort Bragg is seeking proposals from qualified firms and individuals interested in contracting with the City of Fort Bragg to provide professional services and technical assistance to:

**Part 1:** Assist the City and community stakeholders to assess the feasibility of establishing and operating a local Community Land Trust (CLT).

**Part 2:** Based on Part 1, and if staff is directed by City Council to proceed, assist the City and community stakeholders to establish a CLT.

#### **CONSULTANT QUALIFICATIONS**

Applicant should have a minimum of five (5) years of experience providing services described in the Scope of Work. The following is a list of minimum qualifications that all applicants will be required to meet:

- Experience with municipal government clients;
- Development of CLT(s) that have been implemented and are operating, including but not limited to experience with sales and ground lease agreements, and tenant opportunities to purchase;
- Experience providing analysis of the structure associated with CLT and their compatibility with California State laws and regulations;
- Experience working with local housing developers and/or non-profits that provide long-term affordable housing.

#### **SCOPE OF WORK**

**This contract would potentially consist of two parts. Costs associated with Part 1 and Part 2 should be provided as separate budgets:**

**Part 1:** Work directly with the City's Housing & Economic Development Coordinator by providing professional services and technical assistance to assess the feasibility of establishing and operating a municipally-sponsored CLT serving the City of Fort Bragg.

- Determine short- and mid-term goals and develop a work plan.
- Develop recommendations for an organizational model for the City of Fort Bragg.

- Provide an introduction to CLTs to City Council and community at public meeting.

**Part 2:** Work directly with the City’s Housing & Economic Development Coordinator by providing professional services and technical assistance to develop an organizational strategy and pilot project to be implemented by a municipally-sponsored CLT in the City of Fort Bragg.

- Develop an Organizational Structure for a CLT serving the City of Fort Bragg
- Explore financing strategies
- Develop pilot project for implementation of CLT

**PROPOSAL SUBMITTAL REQUIREMENTS**

1. Proposers should send a complete digital proposal, collated into one PDF document, and one printed copy of the completed proposal with cost bid so that it is received by the City no later than **2:00 p.m. on August 4, 2020** to:  
 City of Fort Bragg  
Attention: June Lemos, CMC, City Clerk  
 416 North Franklin Street  
 Fort Bragg, CA 95437  
[jlemos@fortbragg.com](mailto:jlemos@fortbragg.com)
2. Format: Printed proposal should be 8 ½ x 11 inches, printed two-sided on recycled and recyclable paper with removable bindings, bound in a single document and organized in sections following the order specified under Contents.
3. Contents: Proposal shall contain the following information:
  - A. Firm Description  
 Provide a description of your firm and list relevant information about capabilities, size, rate of services, and length of time in existence.
  - B. Relevant Experience  
 Describe relevant experience developing CLT(s) that have been implemented and are operating for other public agencies.
  - C. Key Personnel Qualifications  
 Identify key personnel who would work on the project as assigned, their respective roles, and a synopsis of relevant experience.
  - D. References  
 List of public agencies or clients for whom similar work has been performed, with the name, title and phone number of a contact person. The City may request a copy of a similar report prepared previously by the firm for another agency.
  - E. Scope of Work  
 Provide an explanation of tasks associated with the project, including how you propose to complete each task.
  - F. Budget and Schedule of Charges  
 Provide a “Not to Exceed” amount **both for Part 1 and Part 2** and a list of Personnel Rates, Equipment Charges, Travel Reimbursement Costs, and Job Descriptions for Personnel.
  - G. Work Schedule  
 Provide a time schedule for completion of work.
  - H. Insurance  
 The individual or firm receiving the contract shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance

of the work hereunder by the Consultant, his agents, representatives, employees or subcontracts as set forth in Section 5.0 of Exhibit A which is attached hereto and incorporated by reference herein. Any requests for reduction in the insurance amount shall be included in the proposal. **The cost of such insurance shall be included in the consultant's proposal.**

I. Consultant Agreement

The City's standard consultant services agreement is attached as Exhibit A. Please identify if your firm would have any issues with the provisions of the City's standard consulting services agreement. All requests for amendments to language in the agreement **must** be included in the proposal.

**EVALUATION CRITERIA**

Proposals will be evaluated on the basis of the following criteria:

- Capabilities and resources of the firm.
- Qualifications and experience of key individuals.

The above selection criteria are provided to assist proposers and are not meant to limit other considerations that may become apparent during the course of the selection process.

Proposals will be reviewed and evaluated by the City of Fort Bragg and a recommendation for award of contract will be presented to the Fort Bragg City Council.

**OTHER CONSIDERATIONS**

The City of Fort Bragg reserves the right to reject any and all proposals. This Request for Proposals does not commit the City to award contract, pay any costs incurred in the preparation of proposals, or to procure or contract for supplies or services.

The City of Fort Bragg reserves the right to negotiate with any qualified source or to cancel, in part or in its entirety, this Request for Proposals, if it is in the best interest of the City to do so. The City may require the selected consultant to participate in negotiations, and submit such price, technical or other revisions of the proposal that may result from negotiations.

**RFP SCHEDULE**

RFP Release:	July 15, 2020
Deadline for Written Questions:	July 22, 2020
Proposals Due:	August 4, 2020 – 2:00 PM
Interviews:	August 7, 2020
Selection:	August 10, 2020

**QUESTIONS**

Questions should be directed to:

Sarah McCormick  
Housing & Economic Development  
City of Fort Bragg  
416 North Franklin Street  
Fort Bragg, CA 95437  
(707) 961-2827 x113  
Email: [smccormick@fortbragg.com](mailto:smccormick@fortbragg.com)

**ATTACHMENTS**

Exhibit A – City's Standard Professional Services Agreement



**Lemos, June**

---

**From:** noreply@granicusideas.com  
**Sent:** Thursday, July 9, 2020 11:41 AM  
**To:** Lemos, June  
**Subject:** New eComment for City Council - Via Video Conference



---

## New eComment for City Council - Via Video Conference

Jacob Patterson submitted a new eComment.

Meeting: City Council - Via Video Conference

Item: 5C. 20-788 Approve Scope of Work for the Request for Proposals for a Feasibility Study and Establishment of a Community Land Trust Serving the City of Fort Bragg

eComment: What is the projected funding source for this feasibility study should the City decide to proceed with a contract?

[View and Analyze eComments](#)

This email was sent from <https://granicusideas.com>.

[Unsubscribe](#) from future mailings

## Lemos, June

---

**From:** Scott Menzies <scott.m.menzies@gmail.com>  
**Sent:** Thursday, July 9, 2020 2:54 PM  
**To:** Lemos, June  
**Cc:** Morsell-Haye, Jessica  
**Subject:** Comment: Community Land Trust

Mayor and Members of the City Council,

I am thrilled to see on the July 13 Agenda the item regarding a request for proposals for a feasibility study on a Community Land Trust for Fort Bragg (Consent Calendar - 5C 20-788). While I wish the need weren't there, I know affordable housing land trusts are a solid tool to help more folks have places to live. When we lived in Eureka, Humboldt Bay Housing Development Corporation was a very prominent organization doing this kind of work (<https://www.housinghumboldt.org/about-us>), and they've done it a very long time.

While affordable housing tends to be these orgs focus on, I also want to encourage the Council to include in this research the possibility of a Commercial Space Community Land Trust. Years ago, as co-founder of the Humboldt County Independent Business Alliance (a member of the AmIBA network), I was once on a conference call about Commercial Space Land Trusts as, essentially, "affordable housing" for entrepreneurs. Such land trusts were not common then, and still aren't common, I believe, but I think should be seriously considered for our area.

A Commercial Space Land Trust could accomplish multiple things:

1. First and foremost, be affordable housing for entrepreneurs, ensuring we retain and encourage local, unique, independent businesses that add to our unique flavor, benefitting both locals and tourists, as well as allowing people to create their own employment - creating jobs.
2. Retain local control over these historic buildings that are a critical part of what makes this city a beautiful place to live and visit.
3. Make it possible to apply for grants that could cover critical maintenance and repair of buildings that, as they age, become that much more expensive to maintain.
4. Make it possible to do important upgrades (also through grants or other funding) like sprinklering, an issue that gets more urgent each and every drier and drier year.

We've had a high blight/vacancy rate in the Central Business District for years, and, as businesses continue to die off because of the COVID crisis, the idea of an entity that holds in trust commercial space downtown becomes an even more important idea to explore.

And as the cost of maintaining buildings that were never built, specifically, to last as long as they have continues to rise (as they continue to deteriorate), the idea that such historic buildings can be funded and maintained by private individuals becomes that much less likely - especially by locals, rather than non-locals seeking to treat our community as a profit-generating source, sucking critical local money out of our economy.

Note, too, the unwillingness of some, especially non-local, downtown landlords to give our local, independent, and unique businesses a break on their rents during COVID has driven some closures, which ultimately harms our town as a place for locals to shop as well as tourists to come and admire (and shop). It's in the City's best interest to ensure these buildings stay under non-profit local control and in good shape and affordable.

As the owner, myself, of a downtown business that is on the edge and functioning in a space that, while workable, does have structural challenges, the idea of a Commercial Space Land Trust seems to be the very shot

that our local economy will need to ensure further economic sustainability for our city, especially with this COVID crisis.

Thanks for your time,

**Scott Menzies**

Scott Menzies, M.A. (Environment & Community)

Instructor/Proprietor

Perfect Circle T'ai Chi Martial Arts

P.O. Box 1243 / 330 N. Franklin St, Fort Bragg, CA

530-410-3333 (cell)

707-962-3009 (studio - ringer always off)



# City of Fort Bragg

416 N Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

## Text File

File Number: 20-789

---

**Agenda Date:** 7/13/2020

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Scope of Work

**Agenda Number:** 5D.

Approve Scope of Work for the Request for Proposals for Conceptual Designs, Final Designs, and Construction Drawings for the City of Fort Bragg's Pre-Approved Accessory Dwelling Unit Program

The purpose of the SB-2 Planning Grant is to provide funding and technical assistance to all local governments in California to help cities and counties prepare, adopt and implement plans and process improvements that streamline housing approvals and accelerate housing production. Fort Bragg's SB-2 grant allocation of \$160,000 will be used to implement pro-housing policies and programs of the City's Housing Element, as identified in the grant application.

One identified activity is to augment the City's Accessory Dwelling Unit (ADU) Plan Program. The attached RFP would solicit proposals to develop construction plans with guaranteed engineering for thirty (30) ADUs and/or a three (3) year time period, whichever comes first.



## **CITY OF FORT BRAGG**

### **REQUEST FOR PROPOSALS FOR**

### **Conceptual Designs, Final Designs, and Construction Drawings for the City of Fort Bragg's Pre-Approved Accessory Dwelling Unit Program**

The City of Fort Bragg is seeking proposals from qualified firms and individuals interested in contracting with the City of Fort Bragg to prepare construction plans for the development of accessory dwelling units (ADU), as part of the City's Pre-Approved ADU Program. Engineering should be guaranteed for thirty (30 units) and/or a three (3) year time period, whichever comes first.

#### **SCOPE OF WORK**

##### **This contract would consist of the following tasks:**

1. Initial meeting with City staff to discuss past implementation of the City's ADU Program and potential improvements, review the scope of work described herein, identify work products to be prepared and completed and review/revise timeline.
2. Prepare conceptual accessory dwelling unit designs to complement Fort Bragg's architectural vernacular to include: site plan(s), floor plan(s), and exterior elevations. The City is proposing three (3) designs:
  - a. One-bedroom, approximately 600 SF;
  - b. Two-bedroom, approximately 800 SF; and
  - c. Three-bedroom, approximately 1,000 SF.
3. Prepare final designs based on staff feedback and direction.
4. Prepare complete construction drawings and relevant specifications for final designs of each unit.
5. Assist City staff to prepare informational packet for each design, available to interested parties.

#### **PROPOSAL SUBMITTAL REQUIREMENTS**

1. Proposers should send a complete digital proposal, collated into one PDF document, and one printed copy of the completed proposal with cost bid so that it is received by the City no later than **2:00 p.m. on August 4, 2020** to:

City of Fort Bragg  
Attention: June Lemos, CMC, City Clerk  
416 North Franklin Street  
Fort Bragg, CA 95437  
[jlemos@fortbragg.com](mailto:jlemos@fortbragg.com)

2. Format: Printed proposal should be 8 ½ x 11 inches, printed two-sided on recycled and recyclable paper with removable bindings, bound in a single document and organized in sections following the order specified under contents.
3. Contents: Proposal shall contain the following information:
  - A. Firm Description  
Provide a description of your firm and list relevant information about capabilities, size, rate of services, and length of time in existence.
  - B. Relevant Experience  
Describe relevant experience.
  - C. Key Personnel Qualifications  
Identify key personnel who would work on the project as assigned, their respective roles, and a synopsis of relevant experience.
  - D. References  
List of public agencies or clients for whom similar work has been performed, with the name, title and phone number of a contact person. The City may request a copy of a similar report prepared previously by the firm for another agency.
  - E. Scope of Work  
Provide an explanation of tasks associated with the project, including how you propose to complete each task.
  - F. Budget and Schedule of Charges  
Provide a "Not to Exceed" amount and a list of Personnel Rates, Equipment Charges, Travel Reimbursement Costs, and Job Descriptions for Personnel.
  - G. Work Schedule  
Provide a time schedule for completion of work.
  - H. Insurance  
The individual or firm receiving the contract shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontracts as set forth in Section 5.0 of Exhibit A which is attached hereto and incorporated by reference herein. Any requests for reduction in the insurance amount shall be included in the proposal. **The cost of such insurance shall be included in the consultant's proposal.**
  - I. Consultant Agreement  
The City's standard consultant services agreement is attached as Exhibit A. Please identify if your firm would have any issues with the provisions of the City's standard consulting services agreement. All requests for amendments to language in the agreement **must** be included in the proposal.

### **EVALUATION CRITERIA**

Proposals will be evaluated on the basis of the following criteria:

- Qualifications and experience of key individuals.
- Cost.
- Schedule for completion of work.

The above selection criteria are provided to assist proposers and are not meant to limit other considerations that may become apparent during the course of the selection process.

Proposals will be reviewed and evaluated by the City of Fort Bragg and a recommendation for award of contract will be presented to the Fort Bragg City Council.

**OTHER CONSIDERATIONS**

The City of Fort Bragg reserves the right to reject any and all proposals. This Request for Proposals does not commit the City to award contract, pay any costs incurred in the preparation of proposals, or to procure or contract for supplies or services.

The City of Fort Bragg reserves the right to negotiate with any qualified source or to cancel, in part or in its entirety, this Request for Proposals, if it is in the best interest of the City to do so. The City may require the selected consultant to participate in negotiations, and submit such price, technical or other revisions of the proposal that may result from negotiations.

**RFP SCHEDULE**

RFP Release:	July 15, 2020
Deadline for Written Questions:	July 22, 2020
Proposals Due:	August 4, 2020 – 2:00 PM
Interviews:	August 7, 2020
Selection:	August 10, 2020

**QUESTIONS**

Questions should be directed to:

Sarah McCormick  
Housing & Economic Development  
City of Fort Bragg  
416 North Franklin Street  
Fort Bragg, CA 95437  
(707) 961-2827 x113  
Email: [smccormick@fortbragg.com](mailto:smccormick@fortbragg.com)

**ATTACHMENTS**

Exhibit A – City’s Standard Professional Services Agreement

**Lemos, June**

---

**From:** noreply@granicusideas.com  
**Sent:** Thursday, July 9, 2020 11:50 AM  
**To:** Lemos, June  
**Subject:** New eComment for City Council - Via Video Conference



## New eComment for City Council - Via Video Conference

Jacob Patterson submitted a new eComment.

Meeting: City Council - Via Video Conference

Item: 5D. 20-789 Approve Scope of Work for the Request for Proposals for Conceptual Designs, Final Designs, and Construction Drawings for the City of Fort Bragg's Pre-Approved Accessory Dwelling Unit Program

eComment: Will the pre-approved ADU designs be reviewed and approved by the Planning Commission (PC) or will only staff be engaged with the consultant during the preliminary planning and design process? If so, this scope of work should explicitly include participation in PC and/or ad hoc committee meetings early on (not just consultation with staff). If the designs are only presented to the PC after most of the work has been completed, it would be more expensive to modify them based on PC direction.

[View and Analyze eComments](#)

This email was sent from <https://granicusideas.com>.

[Unsubscribe](#) from future mailings





# City of Fort Bragg

416 N Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

## Text File

File Number: 20-790

---

**Agenda Date:** 7/13/2020

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5E.

Adopt Joint City Council/Improvement District/Redevelopment Successor Agency Resolution Authorizing the City/District Manager to Execute Contract Amendment for Financial Auditing Services, Increasing the Amount of the Contract with JJACPA, Inc. by a Not To Exceed Amount of \$5,400.00 (Split Among the Agencies)

On June 8, 2020, the City Council approved a contract with JJACPA, Inc. to provide financial auditing services for the City, Improvement District, Redevelopment Successor Agency and CV Starr Center in the sum of \$42,550.00. The City's Finance Director, who for the last few years has prepared the Comprehensive Annual Financial Report (CAFR), announced his resignation effective July 2, 2020. As a result, the City needs to outsource preparation of the CAFR. JJACPA has agreed to add this task to its scope of services for an additional \$5,400, which is 12.7% above the original contract amount. Fort Bragg Municipal Code Section 3.20.060 states that the City Manager's signing authority for change orders may not exceed 10% of the approved contract. Therefore, this joint resolution will allow the City/District Manager to enter into a contract amendment with JJACPA to prepare the City's annual CAFR for FY 2019-20.

**RESOLUTION NO. \_\_\_\_-2020**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL**

**and**

**RESOLUTION NO. ID \_\_\_\_-2020**

**RESOLUTION OF THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT BOARD**

**and**

**RESOLUTION NO. RS \_\_\_\_-2020**

**RESOLUTION OF THE FORT BRAGG REDEVELOPMENT SUCCESSOR AGENCY**

**AUTHORIZING CITY/DISTRICT MANAGER TO EXECUTE CONTRACT AMENDMENT FOR FINANCIAL AUDITING SERVICES, INCREASING THE AMOUNT OF THE CONTRACT WITH JJACPA, INC. BY A NOT TO EXCEED AMOUNT OF \$5,400.00 (SPLIT AMONG THE AGENCIES)**

**WHEREAS**, on June 8, 2020, the City of Fort Bragg entered into a contract in the amount of \$42,550.00 with JJACPA, Inc. to provide financial auditing services for the City of Fort Bragg, Fort Bragg Redevelopment Successor Agency, Fort Bragg Municipal Improvement District No. 1 and C.V. Starr Community and Aquatic Center; and

**WHEREAS**, the City's Finance Director resigned effective July 2, 2020, and the City therefore needs to outsource preparation of the FY 2019-20 Comprehensive Annual Financial Report (CAFR); and

**WHEREAS**, JJACPA, Inc. has agreed to augment its scope of services to include preparation of the City's FY 2019-20 CAFR for an additional sum of \$5,400.00; and

**WHEREAS**, the scope of work changes created costs of 12.7% above the contracted amount; and

**WHEREAS**, per the Fort Bragg Municipal Code Section 3.20.060, the City Manger's signing authority for change orders may not exceed 10% of the approved contract cost; and

**WHEREAS**, sufficient funds are available for this contract;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg/District Board of the Fort Bragg Municipal Improvement District No. 1/ and Agency Board of the Fort Bragg Redevelopment Successor Agency do hereby approve a contract amendment with JJACPA, Inc. for auditing services and authorize the City/District Manager/Executive Director to execute same (amount of increase not to exceed \$5,400.00, split among the agencies; total amount of contract not to exceed \$47,950.00 split among the agencies).

**The above and foregoing Resolution was introduced by Council/Board/Agency Member \_\_\_\_\_, seconded by Council/Board/Agency Member \_\_\_\_\_ and**

passed and adopted at a regular meeting of the City Council of the City of Fort Bragg/District Board of the Fort Bragg Municipal Improvement District No. 1/Agency Board of the Fort Bragg Redevelopment Successor Agency held on the 13th day of July, 2020, by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**  
**RECUSED:**

---

**WILLIAM V. LEE**  
**Mayor/Chair**

**ATTEST:**

---

**June Lemos, CMC**  
**City/District Clerk/Agency Secretary**

**FIRST AMENDMENT  
TO PROFESSIONAL SERVICES AGREEMENT WITH  
JJACPA, INC.  
FOR FINANCIAL AUDITING SERVICES**

**THIS FIRST AMENDMENT** is made and entered into this 14th day of July, 2020, by and between the CITY OF FORT BRAGG (“City”) and JJACPA, INC. (“Consultant”).

**WHEREAS**, the City and Consultant entered into a Professional Services Agreement (“Contract”) on June 8, 2020; and

**WHEREAS**, the Contract states that Consultant will provide financial auditing services for the City of Fort Bragg, Fort Bragg Redevelopment Successor Agency, Fort Bragg Municipal Improvement District No. 1 and C.V. Starr Community and Aquatic Center; and

**WHEREAS**, the parties desire to add to the Contract’s scope of work to include new activities as described in Exhibit A to this First Amendment; and

**WHEREAS**, the cost of providing these additional services is **Five Thousand Four Hundred Dollars (\$5,400.00)**, which sum is 12.7% above the contracted amount of \$42,550, for a total Not To Exceed amount of \$47,950; and

**WHEREAS**, the City Council on July 13, 2020, adopted Resolution \_\_\_\_-2020 authorizing this Contract Amendment; and

**WHEREAS**, there are still sufficient funds budgeted for these activities; and

**WHEREAS**, City and Consultant desire to amend the Contract to augment the Scope of Services, and increase the Not to Exceed Amount;

**NOW, THEREFORE**, for the aforementioned reasons and other valuable consideration, the receipt and sufficiency of which is acknowledged, City and Consultant hereby agree that the Professional Services Agreement for financial auditing services between the City and Consultant dated June 8, 2020, is hereby amended as follows:

1. **Scope of Work:**

Paragraph 1.1 (Scope of Work) is hereby amended to include the additional work described in Exhibit A attached hereto and incorporated herein by reference.

2. **Compensation:**

Paragraph 2.1 (Compensation), is hereby amended to state, “Consultant’s total compensation shall not exceed **Forty-seven Thousand Nine Hundred Fifty Dollars (\$47,950.00)**.”

3. Except as expressly amended herein, the Professional Services Agreement between the City and Consultant dated June 8, 2020, is hereby reaffirmed.

**IN WITNESS WHEREOF**, the parties have executed this Amendment the day and year first above written.

CITY

CONSULTANT

By: \_\_\_\_\_

Tabatha Miller

Its: City Manager

By: \_\_\_\_\_

Joseph Arch, CPA

Its: President

ATTEST:

By: \_\_\_\_\_

June Lemos, CMC

City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_

Keith F. Collins

City Attorney

# EXHIBIT A

## City of Fort Bragg

### Dollar Cost Bid

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES - TOTAL HOURS BY POSITION**  
**FOR THE AUDIT OF THE FISCAL YEARS 2020 FINANCIAL STATEMENTS - Amended to include CAFR**  
**Preparation**

	Hours	Standard Hourly Rates	Quoted Hourly Rates	2020 Total Cost
Principal	40	\$ 200	\$ 175	\$ 7,000
Manager	40	\$ 175	\$ 150	6,000
Staff	160	\$ 150	\$ 125	20,000
Administrative	4	\$ 100	\$ 75	300
<b>Total for audit services</b>	<b>244</b>			<b>33,300</b>
Single Audit	60			7,500
Gann Limit Report	4		included	-
CAFR Preparation*	37			5,400
<b>Total all-inclusive maximum price for this audit</b>	<b>308</b>			<b>46,200</b>
Consulting or assistance regarding accounting or bookkeeping matters			included	-
Out of Pocket Costs				1,750
<b>Total all-inclusive maximum price</b>				<b>\$ 47,950</b>

\*Includes preparation of the City's basic financial statements, including the notes, combining and individual fund financial statements and schedules, and required supplementary information over the net OPEB and net pension liabilities. Also included is the preparation of the statistical section based on supporting schedules provided by the City. Management of the City is responsible for preparing the transmittal letter, management's discussion and analysis, and reviewing the completed CAFR and taking responsibility for its presentation. The City will also provide all covers and dividers for binding.



# City of Fort Bragg

416 N Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

## Text File

File Number: 20-791

**Agenda Date:** 7/13/2020

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5F.

Adopt City Council Resolution Approving Program Guidelines for HOME COVID Tenant Based Rental Assistance Program

The City was awarded \$500,000 from the 2016 HOME Investment Partnerships (HOME) grant to provide an Owner Occupied Rehabilitation (OOR) loan program. On May 26, 2020 City Council approved the addition of a Tenant Based Rental Assistance (TBRA) to the grant in response to the COVID-19 pandemic.

Per State Housing and Community Development (HCD) regulations, the HOME TBRA program must be administered pursuant to Program Guidelines that have been approved by HOME and then by the local jurisdiction. City Council adoption of a Resolution adopting the Program Guidelines is requested so the final guidelines may be released for launch of the program. The Program Guidelines provide information for applicants and program operators about program specifics including application process, applicant qualifications, property eligibility, allowable payments, contract terms, exceptions and special circumstances and dispute resolution/appeals procedures. The Program Guidelines also include several attachments to further clarify program requirements. The HOME program provides jurisdictions with a template for TBRA Program Guidelines, and there are few opportunities for local discretion. The Draft Program Guidelines were approved by HCD. Options recommended by staff and approved by HCD include:

- The use of Self-Certification of Income;
- Property inspection upon program approval is not required;
- Tenant contribution to housing costs from 0-30% of household income;
- Rent Reasonableness analysis is not required;
- Lease addendum is not required.

**RESOLUTION NO. -2020**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL ADOPTING PROGRAM GUIDELINES FOR HOME COVID TENANT BASED RENTAL ASSISTANCE PROGRAM**

**WHEREAS**, the City of Fort Bragg received funding from a 2016 HOME Investment Partnerships (HOME) grant award; and

**WHEREAS**, on May 13, 2020 the State Department of Housing and Community Development (HCD) notified the City of the opportunity to add Tenant Based Rental Assistance (TBRA) to grant #16-HOME-11373 due to COVID-19 pandemic; and

**WHEREAS**, on May 26, 2020 City Council adopted Resolution 4260-2020 approving the addition of the TBRA program to HOME grant #16-HOME-11373; and

**WHEREAS**, HOME requires that in order to operate a TBRA Program, jurisdictions must adopt Program Guidelines that are approved by HOME and compliant with HOME and State Department of Housing and Community Development (HCD) regulations; and

**WHEREAS**, HOME has provided a template format for the Program Guidelines, and the template has been revised as allowable to reflect local program particulars while retaining language that reflects state and Federal requirements; and

**WHEREAS**, the HOME TBRA Program Guidelines contain the following sections as required by HOME: application process, applicant qualifications, property eligibility, allowable payments, contract terms, exceptions and special circumstances, dispute resolution/appeals procedures, and various required appendices; and

**WHEREAS**, options selected to reflect local preferences and needs as allowable and to reflect HUD waivers related to COVID-19 include the following:

- The use of Self-Certification of Income;
- Property inspection upon program approval is not required;
- Tenant contribution to housing costs from 0-30% of household income;
- Rent Reasonableness analysis is not required;
- Lease addendum is not required.

**WHEREAS**, based on all the evidence presented, the City Council finds as follows:

1. The HOME Tenant Based Rental Assistance Program Guidelines reflect required HOME formats and elements and also include selection of optional language where allowed to reflect local needs and preferences especially as relates to the COVID-19 pandemic.
2. The HOME Owner Occupied Rehabilitation Loan Program Guidelines were approved by HOME.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby adopt Program Guidelines for the HOME Tenant Based Rental Assistance Program, a copy of which is attached here to as Exhibit "A."



The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 13th day of July, 2020, by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**  
**RECUSED:**

---

**WILL LEE**  
**Mayor**

**ATTEST:**

---

**June Lemos, CMC**  
**City Clerk**



# City of Fort Bragg

HOME Investment Partnerships Program  
California Department of Housing & Community Development

Serving the Area  
Inside the City Limits of the  
City of Fort Bragg

# COVID HOME TENANT- BASED RENTAL ASSISTANCE PROGRAM ("COVID TBRA") PROGRAM GUIDELINES



June 2020

## TABLE OF CONTENTS

<b>I.</b>	<b>Introduction</b>	<b>3</b>
<b>II.</b>	<b>Eligibility</b>	<b>4</b>
<b>III.</b>	<b>Applying for Admission</b>	<b>7</b>
<b>IV.</b>	<b>Occupancy Standards</b>	<b>8</b>
<b>V.</b>	<b>TBRA Eligibility Agreement Issuance and Briefings</b>	<b>10</b>
<b>VI.</b>	<b>Lease Addendum and Home Rental Assistance (HRA) Contract Execution</b>	<b>13</b>
<b>VII.</b>	<b>Housing Quality Standards</b>	<b>13</b>
<b>VIII.</b>	<b>Denial or Termination of Assistance</b>	<b>13</b>
	<b>ATTACHMENTS</b>	
<b>A.</b>	<b>24 CFR Part 5 Annual Income Inclusions and Exclusions</b>	<b>15</b>
<b>B.</b>	<b>24 CFR Part 5 Asset Inclusions and Exclusions</b>	<b>19</b>
<b>C.</b>	<b>Current Program Income Limits</b>	<b>20</b>
<b>D.</b>	<b>Current Program Rent Standards</b>	<b>21</b>
<b>E.</b>	<b>TBRA Eligibility Agreement</b>	<b>22</b>
<b>F.</b>	<b>Lease Addendum</b>	<b>25</b>
<b>G.</b>	<b>Additional Lease Addendum (Violence Against Women Act)</b>	<b>28</b>
<b>H.</b>	<b>HOME Rental Assistance Contract</b>	<b>29</b>
<b>I.</b>	<b>24 CFR § 982.401 Housing Quality Standards (HQS)</b>	<b>34</b>
<b>J.</b>	<b>Housing Quality Standards (HQS) Inspection Form</b>	<b>38</b>
<b>K.</b>	<b>Tenant Selection Plan</b>	<b>39</b>



## City of Fort Bragg HOME TENANT-BASED RENTAL ASSISTANCE (“TBRA”) PROGRAM GUIDELINES

### I. INTRODUCTION

These Program Guidelines have been developed by the California Department of Housing and Community Development (HCD) based on the Section 8 Housing Assistance Program (HAP) operated by the U.S. Department of Housing and Urban Development (HUD), and have been adopted for the implementation of the City of Fort Bragg HOME Tenant-Based Rental Assistance Program (hereinafter referred to as “TBRA Program”).

#### **Conflict of Interest Requirements**

In accordance with 24 CFR Section 92.356 of the HOME Investment Partnerships (HOME) Final Rule, the following will apply:

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

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

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

#### **Participating Agencies**

The City of Fort Bragg TBRA Program will be administered by the City of Fort Bragg (hereinafter referred to as “Program Operator”). Note: The term “Program Operator” used throughout this document refers to the Program Administrator named above.

## **Fair Housing**

The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. The Program Operator will follow affirmative marketing procedures that provide information, through the implementation of an outreach marketing program to attract all eligible persons without regard to race, color, national origin, sex, sexual orientation, gender identity, age, religion, disability, and familial status. Affirmative marketing plans and procedures shall be approved by HCD. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the TBRA Program's eligible area compared to the ethnicity of the population served by the TBRA Program (includes, separately, all applications received and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the TBRA Program. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the TBRA Program-eligible area.

## **II. ELIGIBILITY**

The TBRA Program will be available in areas located within the city limits of the City of Fort Bragg.

Each household may choose to remain in their eligible unit, or may choose to rent any other eligible unit in the service area identified above.

### **Income Qualification Criteria**

Projected gross annual income of the applicant household through self-certification will be used to determine whether it is above or below the published HCD income limits.

#### **A. HOUSEHOLD INCOME DEFINITION:**

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

The link to HUD's Annual Income and Exclusions chart is:

[http://www.hcd.ca.gov/grants-funding/income-limits/income-calculation-and-determination-guide/docs/AppendixB\\_AnnualIncomeInclusionsExclusions.doc](http://www.hcd.ca.gov/grants-funding/income-limits/income-calculation-and-determination-guide/docs/AppendixB_AnnualIncomeInclusionsExclusions.doc)

## B. ASSETS:

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

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including penalties or fees for converting financial holdings and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset. Part 5 Asset Inclusions and Exclusions is attached to these guidelines as **ATTACHMENT B**.

### **Eligible Families – Income and Assets**

Most applicants must have household incomes at or below sixty percent (60%) of the applicable County's area median income (AMI), adjusted by household size, as published by HCD each year (see **ATTACHMENT C**). The link to current HOME income limits adjusted by household size is: <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>

However, the TBRA Program may provide assistance to up to ten percent (10%) of its assisted households with incomes at or below eighty percent (80%) of County's AMI, under each HOME contract.

"Household" means one or more persons who occupy a housing unit. Subject to the exemptions allowed in the "**Income Determination Guide**", all persons, including unborn children, and including non-related individuals, will be considered household members for purposes of determining income eligibility.

All adult applicants must certify that they meet the household income eligibility requirements for the TBRA Program and have their household income documented. The income limits in place at the time the applicant(s) eligibility is certified will apply when determining applicant income eligibility.

### **General TBRA Program Design**

The TBRA Program is a rental subsidy program that is designed to assist eligible tenants with the payment of monthly rent. TBRA assistance will make up the difference between the amount the household can afford to pay for monthly rent and the actual cost of the housing occupied by the household. All TBRA assistance will be made in the form of a grant, and will not have to be repaid.

NOTE: Assistance under the TBRA Program will consist of a one- to three-month term and is not subject to renewal if funding is available. The minimum term of assistance will be one month.

### **Rent Standards**

SECTION REMOVED – Exempt per HCD Memorandum dated, May 11, 2020, to align with HUD Memorandum dated, April 10, 2020, in response to COVID-19 pandemic.

### **Rental Assistance Subsidy Amounts<sup>1</sup>**

The monthly rental subsidy for each household will be between zero and thirty percent (0-30%) of the household’s adjusted monthly income or 10% of the household’s gross monthly income. The amount the tenant may pay monthly is known as the Total Tenant Payment (“TTP”).

### **Examples for Calculating Tenant and Program Payment**

The Smith household has been income certified and is eligible for assistance. Based on their household composition they are eligible for a two-bedroom unit. Their Gross Annual Income is \$22,500 and their Adjusted Gross Annual Income is \$18,300. Thirty percent (30%) of their adjusted Gross Monthly Income is \$458. The current TBRA Payment Standard for a two-bedroom unit is \$775. The current utility allowance is \$100. Since 10% of their Gross Annual Income is less than 30% of their Adjusted Gross Annual Income, the adjusted income is used in these examples.

#### **EXAMPLE 1: Unit Rents for \$725 with *all* utilities included**

The Smiths must pay \$458 monthly TTP	Approved Rent:	\$725
(30% of adjusted gross monthly	Less TTP (all for rent)	( 458)
Income, so $\$18,300/12 \times 0.30 = \$458$ )	Program payment for rent	<u>\$267</u>

Note: In this first example, since all utilities are included, there is no Utility Allowance, so the whole TTP goes toward rent.

#### **EXAMPLE 2: Unit Rents for \$625 with *some or no* utilities included**

The Smiths must pay \$458 monthly TTP	Approved Rent:	\$625
(30% of adjusted gross monthly	Plus Utility Allowance	<u>100</u>
Income, so $\$18,300/12 \times 0.30 = \$458$ )	Equals Total rent/utilities	\$725
	Less TTP (\$100 for utilities	
	and \$358 for rent)	( 458)
	Program Payment for rent	<u>\$267</u>

Note: In this second example, the Total Tenant Payment of \$458 is split between the utility allowance amount (for non-included utilities, using the applicable Utility Allowance Schedule) and the tenant’s share of the rent.

Utilizing the same rents and utility allowances as in the previous two examples, there are occasionally circumstances in which the Total Tenant Payment is so low that it will not even cover the estimated cost of utilities. Performing the analysis assuming

---

<sup>1</sup> The examples listed are from HUD guidelines; the City of Fort Bragg will not be including a utility allowance in the program. This program is for rental assistance only.

the Smith household's Gross Annual Income and Adjusted Gross Annual Income are both \$3,000 results in the following:

**EXAMPLE 3: Unit Rents for \$625 with no utilities included (less income)**

The Smiths must pay \$75 monthly TTP (30% of adjusted gross monthly Income, so $\$3,000/12 \times 0.30 = \$75$ )	Approved Rent:	\$625
	Plus Utility Allowance	<u>100</u>
	Equals Total rent/utilities	\$725
	Less TTP (\$75 for utilities and \$0 for rent)	<u>( 75)</u>
	Equals monthly subsidy	\$650
	Less Program rent pmt.	<u>(625)</u>
	Equals Program payment to tenant for utilities	<u>\$ 25</u>
(\$100 Utility Allowance less \$75 paid by tenant)		

Note: In this third example, the Total Tenant Payment of \$75 isn't enough to cover the estimated utility expenses. The TBRA Program therefore pays all of the rent for the unit and a Utility Reimbursement to the tenant to cover the portion of the estimated utilities that exceed 30% of their adjusted income.

**Rental Security Deposits**

The TBRA Program may approve the payment of a rental security deposit to the landlord for new rentals where the program recipient has less than six months of gross income in their checking/savings accounts, and where the lease between the landlord and tenant is for at least one year. The amount of the security deposit may not exceed the equivalent of two month's rent for the unit. Rental security deposit, if any, are grants and not loans, and shall therefore be returned to the tenant at the end of the rental agreement.

**III. APPLYING FOR ADMISSION**

**How to Apply**

Families may apply for assistance by completing and submitting an application package to Natalie McLaughlin, Special Projects Assistant, City of Fort Bragg, 416 N. Franklin Street, Fort Bragg, CA 95437.

**Completion of an Application**

Upon completion of the application, an interview appointment will be scheduled. The interview appointment may be conducted in person or by telephone.

Applicants are responsible for rescheduling interview appointments when the original appointment is missed. If the Applicant does not reschedule and misses two consecutive interview appointments, the application may be rejected.

- Self-Certification of income must be complete, with all information provided and signatures provided.



- At a minimum, the head of household will be required to attend the interview appointment. All adult household members must sign the Applicant/Tenant Certification Form in order for the application to be considered complete.
- Information provided by the Applicant to be verified includes information on household composition, income, allowances and deductions, preference status, full-time student status, and other factors relating to eligibility before being issued a TBRA Eligibility Agreement.

If additional information is needed to determine eligibility, a request will be sent to the Applicant, detailing the necessary additional information, which must be submitted within 10 working days. If no response is received within 10 days, a second request will be sent, allowing an additional 10 days to respond. If no response is received to the second request for additional information, an ineligibility letter will be sent. After the verification process is completed, the Program Operator will make a final determination of eligibility based on verified data.

#### **IV. OCCUPANCY STANDARDS**

All units occupied by households receiving TBRA assistance must meet the Housing Quality Standards found at 24 CFR 982.401 at the time of initial occupancy and throughout assisted tenancy.

##### **Size of Units**

Households meeting the preference criteria may remain in their units and be assisted in place; however if they elect to select a different unit, the following occupancy standards shall apply.

The occupancy standard for the TBRA Program is two persons per sleeping area. The standards prescribed will apply to the majority of families. However, in some cases the relationship, age, sex, health, or disability of a household member may warrant the assignment of a larger unit. Exceptions for larger units may be granted within the following guidelines:

- Unborn children shall be included in the size of the household;
- Persons with verifiable medical needs;
- Other extenuating circumstances;
- Foster children are included when determining unit size (but not for household size for income limits evaluation);
- Space will not be provided for a household member who is absent more than 90 consecutive days (e.g., member of the military);

The following provides guidance on over-crowding and under-crowding:

<u>Unit Size</u>	<u>Min. # of Persons</u>	<u>Max. # of Persons</u>

1-BDR.	1	2
2-BDR.	2	4
3-BDR.	3	6
4-BDR.	4	8

**Permanently Absent**

If any adult member of a household leaves the unit for more than ninety (90) days, that adult member will be considered permanently absent from the unit. A remaining adult member of the household must report, in writing within ten (10) days, the change in household composition to the property manager and the Program Operator, who will then remove the absent adult as a household member.

**Visitors**

Any adult not included on the application that is in the unit for thirty (30) consecutive days without the written approval of the Program Operator will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of a verifiable address will be considered verification that the visitor is a member of the household.

Statements from neighbors and/or the landlord will be considered in making a determination.

The burden of proof that an individual is a visitor rests on the household. In the absence of such proof, an individual will be considered an unauthorized member of the household and the Program Operator may terminate assistance if prior approval was not requested for the addition.

In a joint physical custody arrangement, if a minor is in the household less than 183 days per year (50% of the year), the minor will be considered to be an eligible visitor and not a household member.

**Change in Household Composition**

The Program Operator will verify changes in household composition (either reported or unreported). However, the burden of proof that an individual has moved ultimately rests on the household.

**Change in Ownership**

A change of ownership will be processed upon receipt of evidence of ownership, and a Letter of Authority Transfer, if applicable. Prior to the change of ownership taking effect, any payments made to the previous owner will be the responsibility of the new owner to recover.

**Participant Relocation**

Household relocation shall be limited. A household may move to a new unit during the lease only:

- When a mutual agreement between the owner and the tenant has been signed; or
- For good cause (the recipient must provide documentation such as police reports, court order, etc.)

In either case, the recipient must provide proper notice (30-day written notice) to the Program Operator and the Property Manager prior to initiating a move.

## **V. TBRA ELIGIBILITY AGREEMENT ISSUANCE AND BRIEFINGS**

### **Purpose of Briefings**

The purpose of the briefing is to provide new participants with the information found in the TBRA Eligibility Agreement (**ATTACHMENT E**). This will ensure that all Participants are aware of their responsibilities and the ramifications if they fail to comply.

### **Attendance Requirement**

The head of household is required to attend a briefing to receive TBRA assistance.

### **Format**

Briefings can either be in a group (in person or via online platform) or held individually.

The TBRA Eligibility Information briefing shall cover the following:

- Procedures for notifying the Program Operator of abuses such as side payments or other overcharges and Housing Quality Standard violations in the unit;
- The HUD brochure on lead-based paint (Protect Your Family From Lead in Your Home) and information about where blood level testing is available, for units built prior to 1978.
- Conditions and procedures for notifying the Program Operator of changes which may occur between annual re-examinations;
- Conditions in the lease addendum under which tenancy may be terminated; and
- Conditions under which TBRA Housing Program assistance may be terminated.

### **Household Obligations**

While the relationship between the tenant and landlord is the same as in the private housing market, the TBRA Housing Program participants have the following additional obligations:

1. The household must supply any information that is determined to be necessary in the administration of the TBRA Program, which may include rental history including any evictions, credit history, and criminal background information. The Program Operator may reject an applicant based on the information provided.
2. Any guest or household member who causes damages beyond normal wear and tear will be the responsibility of the household. If Housing Quality Standards

(HQS) failures are determined to be caused by a tenant or guest, it will be the tenant's responsibility to correct. If the failure is life-threatening, the tenant must correct the defect within 24 hours. For other tenant-caused failures/defects, the tenant must correct the defect within 30 calendar days (or by a Program-approved extension).

3. The members of the household must not commit fraud, bribery or any other corrupt or criminal act in connection with the TBRA Program.

NOTE: Some HQS are Exempt per HCD Memorandum dated, May 11, 2020, to align with HUD Memorandum dated, April 10, 2020, in response to COVID-19 pandemic.

### **Discretion to Deny or Terminate Assistance**

In deciding whether to deny or terminate assistance because of action or failure to act by members of a household, the Program Operator has the discretion to consider all of the circumstances in each case, including the seriousness of the case and the extent of participation or culpability of individual household members. The Program Operator may also review the household's more recent history and record of compliance, and the effects of denial or termination of assistance on other household members who were not involved in the action or failure to act.

The Program Operator may impose, as a condition of continued assistance for other household members, a requirement that household members who participated in or were culpable for the action or failure to act will not reside in the unit. The Program Operator may permit the other members of the household to continue in the TBRA Program.

### **Term of the TBRA Eligibility Agreement**

A newly-issued TBRA Eligibility Agreement will be valid for a period of sixty (60) days from the date of issuance.

### **Joint Custody of Children**

Children who are subject to a joint custody agreement will be considered members of the household if the applicant has at least 50% legal and physical custody of the minor as evidenced by legal documentation.

### **Alimony and Child Support**

Regular alimony and child support payments are counted as income. If the amount of child support or alimony received is less than the amount awarded by the court, the Program Operator will use the amount awarded by the court unless the household can document non-receipt or receipt of a lower amount.

### **TBRA Housing Authorization Determination for Split Households**

In cases where a household assisted by the TBRA Program becomes divided into two households due to divorce, legal separation, or the division of the household, the TBRA Program will recertify the household members remaining in the assisted unit to determine eligibility and the level of assistance.

### **Initial, Annual and Interim Examinations**

The Program Operator will perform initial, annual and interim examinations, as required.

### **Annual Re-examinations**

Households will be notified in writing 120 days in advance of the scheduled effective date of the re-examination. The Program Operator will use the same procedures for obtaining and verifying information that were used at admission. The Program Operator will compare the information the household reports against the household's most recent re-examination to identify any discrepancies and ask the household to explain them.

The following procedures will be followed for each re-examination:

- Re-verification of household income and composition;
- Unit inspection;
- Rent reasonableness verified, if the landlord is requesting a rent increase;
- The owner and household are notified of tenant contribution increase at least 30 days prior to the effective date.

The head of household, and any additional adult living in the unit must have a current Form HUD-9886, *Authorization for Release of Information/Privacy Act Notice*, on file any time verification of income is to be determined.

Households and owners will be notified of the results of the re-examination and effective date of any changes.

NOTE: The City of Fort Bragg COVID TBRA Program will not be offered after December 31, 2020.

### **Reporting Changes Between Regularly-Scheduled Recertifications:**

If any of the following changes occur, the Resident agrees to advise management and the Program Operator within ten (10) days:

- Any household member moves out of the unit;
- The household proposes to move a new member into the unit;
- An adult member of the household who was reported as unemployed on the most recent certification (or recertification) obtains employment;
- The household's income cumulatively changes by ten percent (10%) or more a month.

### **Interim Examinations**

If an interim re-examination indicates that the tenant rent will be reduced or increased by ten percent (10%) or more, changes may take effect the first of the month following the determination, allowing for a 30-day notification to the tenant. If the change is less than ten percent (10%), no interim recertification will be processed, but the documentation will become part of the tenant file.

Households and owners will be notified of the results of the re-examination and effective date of any changes.

## **VI. LEASE ADDENDUM AND HOME RENTAL ASSISTANCE CONTRACT (HRA CONTRACT) EXECUTION**

### **Lease Addendum**

Prior to commencement of the TBRA Program assistance, the Program Operator requires that the Program's Lease Addendum (**ATTACHMENT F**) and its Additional Lease Addendum (**ATTACHMENT G**) be executed by the landlord and tenant.

### **HOME Rental Assistance Contract (HRA Contract)**

The HRA Contract is a contract between the Program Operator and an owner. In the HRA Contract for the TBRA Program, the owner agrees to lease a specified dwelling unit to a specified eligible household, and the TBRA Program agrees to make monthly housing assistance payments to the owner for the household. The TBRA Program HRA Contract is based on the HAP Contract used for the Section 8 Housing Assistance Program. A copy of the TBRA Program's HRA Contract is attached as "**ATTACHMENT H.**" The term of the lease between the owner and the tenant may not expire before the term of the TBRA assistance.

Prior to HRA Contract execution, the Program Operator will ensure:

- That the income Self-Certification is not more than 180 days old for participants;
- That owners provide their current address of residence or business, and proof of ownership of the property;
- That if there is not an existing lease, the landlord offer the tenant a one-year lease per HOME requirements, or provide evidence of a rejection of that offer in favor of a shorter lease for at least the HOME assistance term;
- That a Letter of Transfer of Authority is available if a management agent manages the property; and

### **Rent Reasonableness**

Exempt per HCD Memorandum dated, May 11, 2020, to align with HUD Memorandum dated, April 10, 2020, in response to COVID-19 pandemic.

## **VII. HOUSING QUALITY STANDARDS**

SECTION REMOVED: Exempt per HCD Memorandum dated, May 11, 2020, to align with HUD Memorandum dated, April 10, 2020, in response to COVID-19 pandemic.

NOTE: The Program Operator will provide COVID-TBRA applicants opportunities to receive assistance regarding the health and safety of the unit throughout the assistance term.

## **VIII. DENIAL OR TERMINATION OF ASSISTANCE**

### **Tenant Fraud**

If the household has knowingly committed fraud in connection with the TBRA Program, the Program Operator may terminate assistance and cancel the HRA contract.

If the household has misrepresented income, assets, or allowances, which would have caused an increase in the tenant portion of the rent, the Program Operator will make every effort to recover any overpayment made as a result of tenant fraud or abuse.

If the household intentionally, willingly, and knowingly commits fraud or is involved in any other illegal scheme with the owner, the Program Operator may deny or terminate assistance.

### **Landlord Fraud**

If a landlord has committed fraud or misrepresentation in connection with the TBRA Program, the Program Operator will terminate the HOME Rental Assistance (HRA) Contract and review the circumstances and household's involvement to determine if the household is eligible to relocate to another unit with continuation of assistance.

The Program Operator may bar the landlord from participation in the TBRA Program for breach of the HRA Contract.

The Program Operator will make every effort to recover any overpayments made as a result of landlord fraud or abuse.

### **Lease Violations**

Termination of tenancy will be permitted only if a tenant has serious or repeated violations of the terms and conditions of the lease.

The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:

- If the owner terminates tenancy through court action for serious or repeated violation of the lease;
- If the owner notifies the household of termination of tenancy for serious or repeated lease violations, and the household moves from the unit prior to the completion of court action;
- If there are police reports, neighborhood complaints or other third party information, that has been verified by the Program Operator; or
- Other "good cause" exists for termination of the tenancy.
- information, that has been verified by the Program Operator; or
- Other "good cause" exists for termination of the tenancy.

### **Dispute Resolution and Appeals Procedure**

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

be filed with the Sponsor's governing body. Final appeal must be filed in writing with HCD within one year after denial.



## ATTACHMENT A

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

#### 24 CFR Part 5 Annual Income Inclusions

##### §5.609 Annual income.

(a) *Annual income* means all amounts, monetary or not, which:

- (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
- (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- (3) Which are not specifically excluded in paragraph (c) of this section.
- (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

(b) Annual income includes, but is not limited to:

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

(6) *Welfare assistance payments.*

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

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

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

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

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

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

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

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

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

## **24 CFR Part 5 Annual Income Exclusions**

(c) Annual income does not include the following:

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

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

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

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

(15) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

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

(17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the FEDERAL REGISTER and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

(18) Unemployment benefits related to the CARES Act that was an irregular or added benefit.

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

## ATTACHMENT B

### Asset Inclusions and Exclusions January, 2005

#### **ASSET INCLUSIONS:**

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

#### **ASSET EXCLUSIONS:**

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

**ATTACHMENT C**

**CURRENT INCOME LIMITS FOR MENDOCINO COUNTY**

**As of April 30, 2020**

**Household Size:**

**Section 6932. 2020 Income Limits**

<b>Number of Persons in Household:</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
Mendocino County Area Median Income: \$70,700	Extremely Low	14700	17240	21720	26200	30680	35160	39640	44120
	Very Low Income	24500	28000	31500	34950	37750	40550	43350	46150
	Low Income	39150	44750	50350	55900	60400	64850	69350	73800
	<b>Median Income</b>	49500	56550	63650	<b>70700</b>	76350	82000	87650	93300
	Moderate Income	59400	67900	76350	84850	91650	98450	105200	112000

The link to the official, HCD-maintained HOME Income Limits is:

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

**ATTACHMENT D**

**CURRENT RENT STANDARDS FOR CITY OF FORT BRAGG TBRA PROGRAM,  
BASED ON 90% (\*) - 110% (\*\*) OF HUD FMRs BELOW:**

**ATTACHMENT REMOVED**

**Exempt per HCD Memorandum dated, May 11, 2020, to align with HUD  
Memorandum dated, April 10, 2020, in response to COVID-19 pandemic.**



**ATTACHMENT E**

**HOME TBRA Eligibility Agreement**



TENANT NAME:	Unit Size:	Issued On:
Number of Household Members:		

**1. HOME TBRA Rental Assistance Program**

This Agreement by the City of Fort Bragg and the Tenant identified above who is eligible to participate in the HOME TBRA Rental Assistance Program (Program) operated by the City of Fort Bragg makes monthly payments to the Landlord on behalf of the eligible Tenant pursuant to a separate agreement between the City of Fort Bragg and the landlord (HOME TBRA Contract) with HOME funds received from HCD pursuant to the Standard Agreement.

By executing this Agreement, the City of Fort Bragg fully expects to have HOME funds available to provide financial assistance to the Tenant. The City of Fort Bragg is under no obligation to the Tenant or the Landlord or any other party until the City of Fort Bragg has approved the unit and a lease addendum has been entered into between the Landlord and the Tenant.

The City of Fort Bragg will work with the Landlord and the Tenant to execute all of the necessary documents as follows:

- The Landlord and the Tenant must sign a Lease Addendum and an Additional Lease Addendum regarding domestic violence tenant protections (Attachments F and G).
- The Landlord and the City of Fort Bragg must sign a HOME Rental Assistance Contract (Attachment H).
- Once all necessary documents have been signed, payments to the Landlord can be processed.

**2. Tenant and Program Share of the Rent**

- A. The portion of the rent payable by the Tenant to the Landlord ("Tenant's Share") is calculated based upon the Tenant's ability to pay (0-30% of income). The Tenant must provide the Program Operator with information about income, assets and other household circumstances that affect the amount the Tenant will be required to pay. The Tenant's Share may change as a result of changes in income or other household circumstances. The Tenant is also responsible for payment of all utilities not included in the rent.
- B. Each month, the TBRA Program will make a rental subsidy payment to the Landlord on behalf of the Tenant. The monthly payment will be equal to the difference between the approved rent the Landlord is charging and the Tenant's Share of the rent; or



- C. If applicable, each month, the TBRA Program will make the full rent payment to the Landlord.

### 3. Requirements for Participating Tenants

The Household must:

- supply true and complete information about the household's income, assets, and other household circumstances that affect eligibility and the amount of the Tenant's Share, and cooperate fully with initial, annual and interim re-examinations;
- sign and submit consent forms for obtaining information, as applicable;
- allow the Program Operator or its designee to inspect the unit at acceptable times, after giving reasonable notice (24 hours);
- use the dwelling unit as the household's principal place of residence and solely as a residence for the household;
- notify the Program Operator and property manager when there is a change in household composition;
- not sublease or sublet the unit;
- not own or have any interest in the unit;
- not commit any serious or repeated violation of the Lease;
- not commit fraud, bribery or any other corrupt or criminal act in connection with the HOME Rental Assistance Program;
- not engage in drug-related criminal activity or violent criminal activity;
- notify the owner and the Program Operator no less than 30-days prior to when the household intends to move out of the unit or terminate the assistance;
- notify the Program Operator of abuses such as side payments or other overcharges and Section 8 Housing Quality Standards (see **ATTACHMENT I**) violations in the unit; and
- provide the Program Operator with a copy of any owner eviction notice within three (3) business days;

### 4. Period of Rental Assistance

Assistance under the HOME TBRA Program is not guaranteed. The assistance is currently anticipated to be available for a period of six (6) months.

Assistance may be terminated if:

- the household's monthly cost of housing does not exceed 30% of the household's adjusted income;
- at any re-examination, the Tenant's income is greater than the published income limit for the program;
- the Tenant is evicted from the assisted unit, for other good cause;

- the Tenant provides false information or commits any fraud in connection with the TBRA program, or fails to cooperate with required re-examinations; or
- funding for the TBRA Rental Assistance Program is terminated or becomes otherwise unavailable.

The Program Operator will give the Tenant at least 30 days' notice of termination of assistance.

**5. Location of Rental Assistance**

An applicant may choose to remain in their current unit, or may choose to rent an eligible unit within the service area identified in the Eligibility section on page 5.

**6. Equal Housing Opportunity**

If a Tenant has reason to believe that he/she has been discriminated against on the basis of age, race, color, creed, religion, sex, sexual orientation, gender identity, religion, disability, national origin, or familial status, the Tenant may file a complaint with HUD. HUD has set up a "hot line" to answer questions and take complaints about Fair Housing and Equal Opportunity. The toll-free number is (800) 669-9777.

THE CITY OF FORT BRAGG:	
Name:	Signature:
Date:	Telephone:
ELIGIBLE TENANT:	
Name:	Signature:
Date:	Telephone:



**ATTACHMENT F  
LEASE ADDENDUM**



TENANT	LANDLORD	UNIT NO. & ADDRESS

This Lease Addendum (“Addendum”) adds the following paragraphs to the Lease between the Tenant and Landlord referred to above.

- A. Purpose of the Addendum.** The Tenant Lease for the above-referenced unit is being amended to include the provisions of this Addendum because the Tenant has been approved to receive rental assistance under the City of Fort Bragg’s HOME Tenant-Based Rental Assistance Program operated by the Program Operator. Under the HOME Rental Assistance Program, the City of Fort Bragg will make monthly payments to the Landlord on behalf of the Tenant pursuant to the HOME TBRA Contract (Attachment H).
- B. Conflict with Other Provisions of the Lease.** In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.
- C. Terms of the Lease.** The tenant lease shall continue until: (1) the Lease is terminated by the Landlord in accordance with applicable state and local Tenant/Landlord laws; or (2) the Lease is terminated by the Tenant in accordance with the Lease or by mutual agreement during the term of the Lease.
- D. Rental Assistance Payment.** For the term of \_\_\_\_\_ the City of Fort Bragg will make a rental assistance payment to the Landlord on behalf of the Tenant. This payment shall be credited by the Landlord toward the monthly rent payable by the Tenant. The balance of the monthly rent shall be paid by the Tenant.
- E. Utilities and Appliances.** The utilities and appliances listed in Column 1 are provided by the Landlord and included in the rent. The utilities and appliances listed in Column 2 below are not included in the rent and are paid separately by the Tenant.

UTILITY/APPLIANCE	Included in Rent	Tenant-Paid
Garbage Collection		
Water/Sewer		
Heating Fuel (specify)		
Lights, electric		
Cooking Fuel (specify)		
Other (specify)		
Refrigerator		
Stove/Range		

**F. Household Members.** Household members authorized to live in this unit are listed below. The Tenant may not permit other persons to join the Household without notifying the City of Fort Bragg and obtaining the Landlord's permission. Household members:

- 
- 
- 
- 
- 

**G. Housing Quality Standards.** The Landlord shall maintain the dwelling unit, common areas, equipment, facilities and appliances in decent, safe, and sanitary condition (as determined by Section 8 Housing Quality Standards).

**H. Termination of Tenancy.** The Landlord may evict the Tenant following applicable state and local laws. The landlord must provide the Tenant with at least 30 days' written notice of the termination. The Landlord must notify the City of Fort Bragg in writing when eviction proceedings have begun. This may be done by providing the City of Fort Bragg with a copy of the required notice to the Tenant.

**I. Prohibited Lease Provision.** Any provision of the Lease which falls within the classifications below shall not apply and not be enforced by the Landlord.

(1) *Confession of Judgment.* Consent by the Tenant to be sued, to admit guilt, or to a judgment in favor of the Landlord in a lawsuit brought in connection with the Lease.

(2) *Treatment of Property.* Agreement by the Tenant that the Landlord may take or hold the Tenant's property, or may sell such property without notice to the Tenant and a court decision on the rights of the parties.

(3) *Excusing the Landlord from Responsibility.* Agreement by the Tenant not to hold the Landlord or Landlord's agent legally responsible for any action or failure to act, whether intentional or negligent.

(4) *Waiver of Legal Notice.* Agreement by the Tenant that the Landlord may institute a lawsuit without notice to the Tenant.

(5) *Waiver of Court Proceedings for Eviction.* Agreement by the Tenant that the Landlord may evict the Tenant Family (i) without instituting a civil court proceedings in which the Family has the opportunity to present a defense, or (ii) before a decision by the court on the rights of the parties.

(6) *Waiver of Jury Trial.* Authorization to the Landlord to waive the Tenant's right to a trial by jury.

(7) *Waiver of Right to Appeal Court Decision.* Authorization to the Landlord to waive the Tenant's right to appeal a court decision or waive the Tenant's right to sue to prevent a judgment from being put into effect.

(8) *Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of the Lawsuit.* Agreement by the Tenant to pay lawyer's fees or other legal costs whenever the Landlord decides to sue, whether or not the Tenant wins.

**J. Nondiscrimination.** The Landlord shall not discriminate against the Tenant in the provision of services, or in any other manner, on the grounds of age, race, color, creed, religion, sex, sexual orientation, gender identity disability, national origin, or familial status.

TENANT SIGNATURES	LANDLORD SIGNATURES
By: (Type or Print Name of Tenant Representative)	LANDLORD NAME:
(Signature/Date)	By: (Type or Print Name of Landlord Representative)
By: (Type or Print Name of Tenant Representative)	(Signature/Date)
(Signature/Date)	



# ATTACHMENT G

## ADDITIONAL LEASE ADDENDUM



### VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS
--------	----------	--------------------

This lease addendum adds the following paragraphs to the Lease between the above-referenced Tenant and Landlord.

#### **Purpose of the Addendum**

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

#### **Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

#### **Term of the Lease Addendum**

The effective date of this Lease Addendum is \_\_\_\_\_. This Lease Addendum shall continue to be in effect until the Lease is terminated.

#### **VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date



ATTACHMENT H



HOME TENANT-BASED RENTAL ASSISTANCE (TBRA) CONTRACT

Table with 3 columns: LANDLORD NAME & ADDRESS, UNIT NO. & ADDRESS, TENANT NAME(S). Includes lines for address and telephone number.

This HOME TBRA Contract ("Contract") is entered into between the City of Fort Bragg and the Landlord identified above. This Contract applies only to the Tenant family and the dwelling unit identified above.

1. TERM OF THE CONTRACT

The term of this Contract shall begin on<sup>2</sup> \_\_\_\_\_ and end no later than \_\_\_\_\_.<sup>3</sup> The Contract automatically terminates on the last day of the term of the Lease.

2. RENT AND AMOUNTS PAYABLE BY TENANT AND THE CITY OF FORT BRAGG

- A. Initial Rent. The initial total monthly rent payable to the Landlord for the \_\_\_\_\_ months of this Contract is \$ \_\_\_\_\_.
B. Rent Adjustments. With no less than 60 days' notice to the Tenant and the City of Fort Bragg, the owner may propose a reasonable adjustment to be effective no earlier than 60 days from the date of notice.
C. Tenant Share of the Rent. Initially, and until such time as both the Landlord and the Tenant are notified by the City of Fort Bragg, the Tenant's share of the rent shall be \$ \_\_\_\_\_.
D. The City of Fort Bragg's Share of the Rent. Initially, and until such time as both the Landlord and Tenant are notified by the City of Fort Bragg, the City of Fort Bragg's share of the rent shall be \$ \_\_\_\_\_. Neither the City of Fort Bragg nor HUD assumes any obligation for the Tenant's rent, or for payment of any claim by the

2 Insert the date assistance starts.

3 The maximum allowable length of a HOME TBRA contract is twenty-four (24) months.

Landlord against the Tenant. The City of Fort Bragg's obligation is limited to making rental payments on behalf of the Tenant in accordance with this Contract.

- E. *Payment Conditions.* The right of the owner to receive payments under this Contract shall be subject to compliance with all of the provisions of the Contract. The Landlord shall be paid under this Contract on or about the first day of the month for which the payment is due. The Landlord agrees that the endorsement on the check shall be conclusive evidence that the Landlord received the full amount due for the month, and shall be a certification that:
1. the Contract unit is in decent, safe and sanitary condition, and that the Landlord is providing the services, maintenance and utilities agreed to in the Lease.
  2. the Contract unit is leased to and occupied by the Tenant named above in this Contract.
  3. the Landlord has not received and will not receive any payments as rent for the Contract unit other than those identified in this Contract.
  4. to the best of the Landlord's knowledge, the unit is used solely as the Tenant's principal place of residence.
- F. *Overpayments.* If the City of Fort Bragg determines that the Landlord is not entitled to any payments received, in addition to other remedies, the City of Fort Bragg may deduct the amount of the overpayment from any amounts due the Landlord, including the amounts due under any other HOME TBRA Contract.

### **3. HOUSING QUALITY STANDARDS AND LANDLORD-PROVIDED SERVICES**

- A. The Landlord agrees to maintain and operate the Contract unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR Section 982.401, including all of the services, maintenance and utilities agreed to in the Lease.
- B. The City of Fort Bragg and HCD shall have the right to inspect the Contract unit and related facilities at least annually, and at such other times as may be necessary to assure that the unit is in decent, safe, and sanitary condition, and that required maintenance, services and utilities are provided.
- C. If the City of Fort Bragg determines that the Landlord is not meeting these obligations, the City of Fort Bragg shall have the right, even if the Tenant continues in occupancy, to terminate payment of the City of Fort Bragg's share of the rent and/or terminate the Contract.

### **4. TERMINATION OF TENANCY**

The Landlord may evict the Tenant following applicable state and local laws. The Landlord must give the Tenant at least 30 days' written notice of the termination and notify the Program Operator in writing when eviction proceedings are begun. This may be done by providing the Program Operator with a copy of the required notice to the tenant.

### **5. FAIR HOUSING REQUIREMENTS**

- A. *Nondiscrimination.* The Landlord shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, sexual orientation, gender identity, disability, national origin, or familial



status. The obligation of the Landlord to comply with Fair Housing Requirements insures to the benefit of the United States of America, the Department of Housing and Urban Development, and the City of Fort Bragg, any of which shall be entitled to involve any of the remedies available by law to redress any breach or to compel compliance by the Landlord.

- B. *Cooperation in Quality Opportunity Compliance Reviews.* The Landlord shall comply with the City of Fort Bragg and with The California Department of Housing and Community Development (HCD) in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders and all related rules and regulations.

## **6. THE CITY OF FORT BRAGG AND HCD/HUD ACCESS TO LANDLORD RECORDS**

- A. The Landlord shall provide any information pertinent to this Contract which the City of Fort Bragg, HCD or HUD may reasonably require.
- B. The Landlord shall permit the City of Fort Bragg, HCD or HUD, or any of their authorized representatives, to have access to the premises and, for the purposes of audit and examination, to have access to any books, documents, papers, and records of the Landlord to the extent necessary to determine compliance with this Contract.

## **7. RIGHTS OF THE CITY OF FORT BRAGG IF LANDLORD BREACHES THE CONTRACT**

- A. Any of the following shall constitute a breach of the Contract:
  - (1) If the Landlord has violated any obligation under this Contract; or
  - (2) If the Landlord has demonstrated any intention to violate any obligation under this Contract; or
  - (3) If the Landlord has committed any fraud or made any false statement in connection with the Contract, or has committed fraud or made any false statement in connection with any Federal housing assistance program.
- B. the City of Fort Bragg's rights and remedies under the Contract include recovery of overpayments, termination or reduction of payments, and termination of the Contract. If the City of Fort Bragg determines that a breach has occurred, the City of Fort Bragg may exercise any of its rights or remedies under the Contract. The City of Fort Bragg shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by the City of Fort Bragg to the landlord may require the Landlord to take corrective action by a time prescribed in the notice.
- C. Any remedies employed by the City of Fort Bragg in accordance with this Contract shall be effective as provided in a written notice by the City of Fort Bragg to the Landlord. The City of Fort Bragg's exercise or non-exercise of any remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

## **8. THE CITY OF FORT BRAGG'S RELATION TO THIRD PARTIES**

- A. The City of Fort Bragg does not assume any responsibility for, or liability to, any person injured as a result of the Landlord's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Landlord.
- B. The Landlord is not the agent of the City of Fort Bragg and this Contract does not create or affect any relationship between the City of Fort Bragg and any lender to the Landlord, or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with this Contract.
- C. Nothing in this Contract shall be construed as creating any right of the Tenant or a third party (other than HCD and HUD) to enforce any provision of this Contract or to assess any claim against HUD, HCD, the City of Fort Bragg or the Landlord under this Contract.

## **9. CONFLICT OF INTEREST PROVISIONS**

No employee of the City of Fort Bragg, the Program Operator, or HCD who formulates policy or influences decisions with respect to the Rental Assistance Program, and no public official or member of a governing body or state or local legislator who exercise his functions or responsibilities with respect to the program shall have any direct or indirect interest during this person's tenure, or for one year thereafter, in this contract or in any proceeds or benefits arising from the Contract or to any benefits which may arise from it.

## **10. TRANSFER OF THE CONTRACT**

The Landlord shall not transfer in any form this Contract without the prior written consent of the City of Fort Bragg. The City of Fort Bragg shall give its consent to a transfer if the transferee agrees in writing (in a form acceptable to the City of Fort Bragg) to comply with all terms and conditions of this Contract.

## **11. ENTIRE AGREEMENT: INTERPRETATION**

- A. This Contract contains the entire agreement between the Landlord and the City of Fort Bragg. No changes in this Contract shall be made except in writing signed by both the Landlord and the City of Fort Bragg.
- B. The Contract shall be interpreted and implemented in accordance with HUD requirements.

## **12. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT**

- A. The Landlord warrants the unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 982.401, and that the Landlord has the legal right to lease the dwelling unit covered by this Contract during the Contract term.
- B. The party, if any, executing this Contract on behalf of the Landlord hereby warrants that authorization has been given by the Landlord to execute it on behalf of the Landlord.

Landlord Name (Type or Print):	The City of Fort Bragg's Representative:
(Signature/Date)	(Signature/Date)

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statements or entries, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000, or imprisoned for not more than five years, or both.

LANDLORD'S CHECK TO BE ACH CREDIT SERVICE or MAILED TO:

SS NO. \_\_\_\_\_

NAME(S)\_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_ SIGNATURE OF OWNER DATE

\_\_\_\_\_ SIGNATURE OF OWNER DATE

## ATTACHMENT I

### 24 CFR § 982.401 Housing Quality Standards (HQS)

**NOTE: Exempt per HCD Memorandum dated, May 11, 2020, to align with HUD Memorandum dated, April 10, 2020, in response to COVID-19 pandemic.**

#### **(a) Performance and acceptability requirements.**

(1) This section states the housing quality standards (HQS) for housing assisted in the programs.

(2)

(i) The HQS consist of:

(A) Performance requirements; and

(B) Acceptability criteria or HUD approved variations in the acceptability criteria.

(ii) This section states performance and acceptability criteria for these key aspects of housing quality:

(A) Sanitary facilities;

(B) Food preparation and refuse disposal;

(C) Space and security;

(D) Thermal environment;

(E) Illumination and electricity;

(F) Structure and materials;

(G) Interior air quality;

(H) Water supply;

(I) Lead-based paint;

(J) Access;

(K) Site and neighborhood;

(L) Sanitary condition; and

(M) Smoke detectors.

(3) All program housing must meet the HQS performance requirements both at commencement of assisted occupancy, and throughout the assisted tenancy.

(4)

(i) In addition to meeting HQS performance requirements, the housing must meet the acceptability criteria stated in this section, unless variations are approved by HUD.

(ii) HUD may approve acceptability criteria variations for the following purposes:

(A) Variations which apply standards in local housing codes or other codes adopted by the PHA; or

(B) Variations because of local climatic or geographic conditions.

(iii) Acceptability criteria variations may only be approved by HUD pursuant to paragraph (a)(4)(ii) of this section if such variations either:

(A) Meet or exceed the performance requirements; or

(B) Significantly expand affordable housing opportunities for families assisted under the program.

(iv) HUD will not approve any acceptability criteria variation if HUD believes that such variation is likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

#### **(b) Sanitary facilities—**

(1) **Performance requirements.** The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition, and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

**(2) Acceptability criteria.**

(i) The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.

(ii) The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.

(iii) The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.

(iv) The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

**(c) Food preparation and refuse disposal—**

**(1) Performance requirement.**

(i) The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.

(ii) There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

**(2) Acceptability criteria.**

(i) The dwelling unit must have an oven, and a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. The equipment may be supplied by either the owner or the family. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

(ii) The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.

(iii) The dwelling unit must have space for the storage, preparation, and serving of food.

(iv) There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

**(d) Space and security—**

**(1) Performance requirement.** The dwelling unit must provide adequate space and security for the family.

**(2) Acceptability criteria.**

(i) At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.

(ii) The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

(iii) Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

(iv) The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

**(e) Thermal environment—**

**(1) Performance requirement.** The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

**(2) Acceptability criteria.**

**(i)** There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.

**(ii)** The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

**(f) Illumination and electricity—**

**(1) Performance requirement.** Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

**(2) Acceptability criteria.**

**(i)** There must be at least one window in the living room and in each sleeping room.

**(ii)** The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.

**(iii)** The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

**(g) Structure and materials—**

**(1) Performance requirement.** The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

**(2) Acceptability criteria.**

**(i)** Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.

**(ii)** The roof must be structurally sound and weathertight.

**(iii)** The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.

**(iv)** The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.

**(v)** Elevators must be working and safe.

**(h) Interior air quality—**

**(1) Performance requirement.** The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

**(2) Acceptability criteria.**

**(i)** The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.

**(ii)** There must be adequate air circulation in the dwelling unit.

- (iii) Bathroom areas must have one openable window or other adequate exhaust ventilation.
- (iv) Any room used for sleeping must have at least one window. If the window is designed to be openable, the window must work.

(i) **Water supply—**

(1) **Performance requirement.** The water supply must be free from contamination.

(2) **Acceptability criteria.** The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

(j) **Lead-based paint performance requirement.** The Lead-Based Paint Poisoning Prevention Act ([42 S.C. 4821-4846](#)), the Residential Lead-Based Paint Hazard Reduction Act of 1992 ([42 U.S.C. 4851-4856](#)), and implementing regulations at part [35](#), subparts A, B, M, and R of this title apply to units assisted under this part.

(k) **Access performance requirement.** The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

(l) **Site and Neighborhood—**

(1) **Performance requirement.** The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

(2) **Acceptability criteria.** The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

(m) **Sanitary condition—**

(1) **Performance requirement.** The dwelling unit and its equipment must be in sanitary condition.

(2) **Acceptability criteria.** The dwelling unit and its equipment must be free of vermin and rodent infestation.

(n) **Smoke detectors performance requirement—**

(1) Except as provided in paragraph (n)(2) of this section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, - smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

(2) For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993 in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

## ATTACHMENT J

### HOUSING QUALITY STANDARDS (HQS) INSPECTION FORMS

**NOTE: Exempt per HCD Memorandum dated, May 11, 2020, to align with HUD Memorandum dated, April 10, 2020, in response to COVID-19 pandemic.**

The TBRA Program will use the following HQS Inspection Form, which may be printed and attached below:

**<http://portal.hud.gov/hudportal/documents/huddoc?id=52580.pdf>**



## ATTACHMENT K



### HOME Tenant-Based Rental Assistance (TBRA) Program Tenant Selection Plan



The Tenant Selection Plan and Outreach Strategy is part of the City of Fort Bragg's HOME Tenant-Based Rental Assistance (TBRA) Program administered by the City of Fort Bragg.

#### **TBRA Policies Affecting Marketing and Tenant Selection**

##### **Target Population**

HOME TBRA will be targeted to individuals and their household members with income at or below 60% of the Area Median Income (AMI) at the time the TBRA rental assistance is provided to the participant.

##### **Program Eligibility Requirements**

This program is designed for households whose monthly rent and utility costs exceed 30% of their adjusted household income. Prior to occupancy, an applicant must qualify under all HOME eligibility criteria.

##### **Income Limits are established by HUD and adjusted annually**

The household's annual income may not exceed the applicable HOME income limit for the household size. Current income limits can be viewed at <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>. To be eligible for TBRA rental assistance, the applicant's household gross annual income must be at or below 80% of the area median household income (AMI) adjusted for household size. However, at least 90% of households served under this Program must be at or below 60% AMI.

##### **Preferences**

Preferences affect only the order of applicants on the wait list. They do not make anyone eligible who was not otherwise eligible, and they do not change the City of Fort Bragg's screening criteria. Applicants shall live within Fort Bragg city limits.

##### **Applying the Preferences**

At the time of application, the applicant household certifies whether or not it is eligible for a preference. All information supplied in support of the applicant's eligibility for a preference must be verified. This information will be verified at the time of application.

##### **Wait List**

For placement on the City of Fort Bragg's wait list, applicants must complete an application and relevant consent forms. Placement on the wait list does not constitute acceptance. Further eligibility acceptance and screening is required prior to approval of assistance. Applicants will be placed on the wait list in chronological order by the date the complete application is received.

The City of Fort Bragg will maintain one wait list. All applications will be date and time stamped when they are received.

Applicants under the age of 18 will be processed only if they are emancipated in accordance with State law or if State law requires housing be made available to minors.

If an applicant claims a preference, it will be noted on the wait list. The preference will be verified when the applicant is being processed for assistance. Applicants who apply and do not meet the preference criteria will be informed that they will be assisted on a first-come, first-served basis after all preferences have been assisted.

Applicants claiming a preference which cannot be verified will be considered a non-preference applicant, and reflected as such on the wait list.

### **Announcement and Marketing**

Public announcement will be made per the Affirmative Fair Housing Marketing Plan.

### **Application Process**

Application packets can be obtained from the City of Fort Bragg. Application packets can be mailed or emailed to anyone interested in receiving one. Detailed instructions will be included with the application packet on how to deliver the completed application.

Applications will be accepted online, by mail to the City of Fort Bragg or in person from the office where they were obtained. Funding will be available on or after Meetings with applicants will take place at a pre-arranged location convenient to the applicant.

### **Rejecting Ineligible or Unqualified Applicants**

Each rejected applicant will be promptly notified in writing of the reason(s) for rejection. This notice will advise the applicant that he/she may within fourteen (14) calendar days of the date of the notice, request in writing a meeting by telephone to discuss the reasons for rejection.

Should the applicant request a meeting to discuss the rejection, it will be conducted by the City of Fort Bragg. The applicant will be advised in writing of the results of this meeting within five (5) business days.

### **Process for Opening and Closing the Wait List**

#### **Opening the Wait List:**

A classified ad will be placed in the local newspaper. Advertisements will include how, where and when to apply and will conform to the advertising and outreach activities described in the Affirmative Fair Housing Marketing Plan.

#### **Closing the Wait List:**

The wait list will be closed when the available Program funds have been fully committed. At that time, the City of Fort Bragg will no longer accept additional applications.

### **Occupancy Standards**

Occupancy standards are based on the following:

<b><u>Rental-Assisted Unit</u></b>	<b><u>Number of Persons</u></b>	
<b><u>Bedroom Size</u></b>	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>
One Bedroom	1	2
Two Bedroom	2	4
Three Bedroom	3	6
Four Bedroom	4	8

In addition, household composition is taken into account and unit size is also based on the following:

- a) Will count all full-time members of the household;
- b) Will count all persons under the age of 18 anticipated to reside in a unit (**Examples** include children expected to be born to pregnant women, children who are in the process of being adopted by an adult, children whose custody is being obtained by an adult, children who are subject to a joint custody agreement but who live in the apartment at least 50% of the time, foster children who will reside in the apartment, children who are temporarily absent due to placement in a foster home);
- c) Will count live-in attendants; and
- d) Will count children who are away at school, but live with the family during school recesses.

NOTE: Exempt per HCD Memorandum dated, May 11, 2020, to align with HUD Memorandum dated, April 10, 2020, in response to COVID-19 pandemic.

### **Participant Relocation**

A recipient household may move to a new unit during the lease term only:

- When a mutual agreement between the City of Fort Bragg and the recipient has been signed; or
- For good cause (the recipient must provide documentation such as police reports, court orders, etc.); and
- Within the Program service area as described on the cover page of these Program Guidelines

In either case, the recipient must provide proper notice (30-day written notice) to the City of Fort Bragg and the Property Manager prior to initiating a move.

### **Unit Inspections**

SECTION REMOVED: Exempt per HCD Memorandum dated, May 11, 2020, to align with HUD Memorandum dated, April 10, 2020, in response to COVID-19 pandemic.

### **Annual Recertification**

Recertification is the process by which all information, income, assets and certain expenses regarding the applicant(s) eligibility for TBRA assistance is reviewed and the amount of that assistance is re-computed. The City of Fort Bragg shall provide reminder notices to residents informing them of their responsibility to provide information about changes in family income or composition that are necessary to properly complete an annual recertification. The notification shall be in writing and shall include a list of information that residents are required to bring with them to their recertification interview. This list shall include documentation needed to support the recipients' household income as well as documentation to support any deductions they may be eligible to receive.

All recipient households are subject to annual recertification. The City of Fort Bragg shall annually recertify all tenants that receive TBRA assistance. This is not an option but a requirement to receive assistance.

The annual recertification process begins 120 days prior to the recipient household's effective assistance/move-in date. Recipients will interview with the City of Fort Bragg or its designee to determine continued eligibility on the project. Information reported in the interview will be verified by sending out third-party verification forms. The recertification process is a time-sensitive process. Timely completion includes the issuance of the required 30-day notice of a rent change.

The annual recertification must be completed by the 10<sup>th</sup> day of the eleventh month following the recipients' last annual recertification or assistance/move-in certification.

### **Interim Recertification**

To ensure that recipients pay rents commensurate with their ability to pay, recipients must supply information requested by the City of Fort Bragg for use in an interim recertification of family income and composition in accordance with HOME TBRA requirements.

1. Recipients must notify management when:
  - a. A household member moves out of the unit;
  - b. The household proposes to move a new member into the unit;
  - c. The household's income cumulatively increases by ten percent (10%) or more per month.
  - d. An adult member of the household who becomes unemployed or employed.
  
2. Recipients may request an interim recertification if circumstances occur since the last recertification that may affect their TBRA assistance payment. Changes a recipient may report include the following:
  - a. Decreases in income including, but not limited to, loss of employment, reduction in number of hours worked by an employed household member, and loss or reduction of welfare income;
  - b. Increases in allowances including, but not limited to, increased medical expenses, and higher child care costs; and
  - c. Other changes affecting the calculation of a household's annual or adjusted income including, but not limited to, a household member turning 62 years old, becoming a full-time student, or becoming a person with a disability.

If the City of Fort Bragg learns that a recipient household has failed to report a change in income or family composition, the following steps will be taken:

- a. Refer the recipient to the lease and/or TBRA Eligibility Agreement clauses that require the interim recertification;
- b. Give the recipient ten (10) calendar days to respond to the notice; and
- c. Inform the recipient that his or her assistance may change.

Once the recipient household responds to the notice and supplies the required information, or if a recipient household reports a change and initiates an interim recertification, the City of Fort Bragg will process the recertification and will implement changes as follows:

- a. TBRA Assistance Increases (tenant share decreases): the City of Fort Bragg will implement any resulting TBRA assistance increase effective the first of the month following the date that the change/action occurred.
- b. TBRA Assistance Decreases (tenant share increases): Any resulting TBRA assistance decrease will be implemented effective the first day of the month following a 30-day notice.

**If the recipient household fails to respond within ten (10) calendar days, the City of Fort Bragg may terminate assistance with a written 30-day notice.**

**Violence Against Women Act (VAWA)**

Domestic Violence includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.

Dating Violence means violence committed by a person:

- A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- B) where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - (i) the length of the relationship;
  - (ii) the type of relationship; and
  - (iii) the frequency of interaction between the persons involved in the relationship.

Stalking means:

- A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass or intimidate; or (ii) to place under surveillance with the intent to kill, injure, or intimidate another person; and
- B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

Immediate Family Member means, with respect to a person:

- A) a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or
- B) any other person living in the household of that person and related to that person by blood or marriage.

The VAWA protections apply to families applying for or receiving rental assistance payments under the HOME TBRA Program. An applicant cannot be denied admission because he/she has been a victim of domestic violence, dating violence or stalking. Domestic violence, dating violence or stalking is not good cause for the eviction of the victim of that violence. An incident of actual or threatened domestic violence, dating violence, or stalking does not qualify as a serious or repeated violation of the lease nor does it constitute good cause for terminating the assistance, tenancy or occupancy rights of the victim. Furthermore, criminal activity directly relating to domestic violence, dating violence or stalking is not grounds for terminating the victim’s tenancy. The Lease Addendum must contain language that makes it clear that domestic violence, dating

violence or stalking is not good cause for evicting the victim of that violence. Applicants who are or have been victims of domestic violence or stalking or encouraged to complete the HUD approved Certification of Domestic Violence, Dating Violence or Stalking (Form HUD-91066). The Program Operator will allow the landlord to bifurcate or divide the lease as a matter of law so that certain offending tenants can be evicted or removed while the remaining household member's lease and occupancy rights are allowed to remain intact.

**Eligibility Agreement**

The City of Fort Bragg will issue an Eligibility Agreement to the recipient which will allow the recipient to remain in their unit and/or locate an acceptable unit, when a recipient's current unit is not eligible, based on its condition.

**Special Accommodations and Compliance with Section 504 Requirements**

The City of Fort Bragg is committed to providing all persons with equal access to its services, activities, education, and employment regardless of race, color, sex, sexual orientation, ethnic origin, gender identity, religion, disability, or age of any member of an applicant family. For a reasonable accommodation, please contact the City of Fort Bragg.

**CITY OF FORT BRAGG  
COVID HOME TENANT-BASED RENTAL ASSISTANCE PROGRAM**



**APPLICATION FOR RENTAL ASSISTANCE**



APPLICANT NAME: \_\_\_\_\_  
 Current Address: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_  
 Home Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

**HOUSEHOLD COMPOSITION**

(List the Head of Household and all other members who will be living in the unit. Give the relationship of each family member to the head.)

Member's Full Name	Relationship	Birthdate	Age	Sex	Social Security No.

**DISABLED:** ANYONE IN HOUSEHOLD  YES  NO



**Head of Household (Check One) - Optional**

(This information is being collected to assure compliance with fair housing and equal opportunity rules.)

**INFORMATION FOR FEDERAL REPORTING ONLY**

**RACE**

- |  |   |
|--|---|
| <input type="checkbox"/> WHITE                                     | <input type="checkbox"/> AMERICAN INDIAN OR ALASKA NATIVE AND WHITE                     |
| <input type="checkbox"/> BLACK/ OR AFRICAN AMERICAN                | <input type="checkbox"/> ASIAN AND WHITE  |
| <input type="checkbox"/> ASIAN                                     | <input type="checkbox"/> BLACK OR AFRICAN AMERICAN AND WHITE                            |
| <input type="checkbox"/> AMERICAN INDIAN OR ALASKA NATIVE          | <input type="checkbox"/> AMERICAN INDIAN OR ALASKA NATIVE AND BLACK OR AFRICAN AMERICAN |
| <input type="checkbox"/> NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER | <input type="checkbox"/> OTHER MULTI RACIAL   |

**HISPANIC/LATINO ETHNICITY**  YES, PLEASE SPECIFY BELOW  No

- |   |                                |                                       |
|---|--------------------------------|---------------------------------------|
| <input type="checkbox"/> MEXICAN OR MEXICAN AMERICAN  | <input type="checkbox"/> CUBAN | <input type="checkbox"/> PUERTO RICAN |
| <input type="checkbox"/> OTHER HISPANIC/LATINO: _____ |                                |                                       |

**INCOME INFORMATION**

What is the total annual income of all household members? (Include wages, salaries and tips; other income such as alimony, child support; and Social Security, AFDC or other benefits)

Member's Full Name	Source of Income	Annual Amount	Payment Basis (weekly, monthly, etc.)

**ASSET INFORMATION**

List the type and source of any family assets. Provide both the current cash value and the estimated annual income from the asset.

Member's Full Name	Type and Source of Asset (bank accounts, investments)	Cash Value of Asset	Annual Income from Asset

<p>Are any residents of the household employed by the Jurisdiction or its Program Operator? Yes _____ No _____</p>	<p>Have any of the applicants held ownership or interest in a property in the last three years? Yes _____ No _____ If yes, explain: _____ _____</p>
<p>Do any residents of the household exercise any functions or responsibilities (or are they in a position to gain inside information) with respect to this housing program, including being a member of a governing body or agency of government that exercises housing policy, or have immediate family ties (by blood, marriage or adoption, including spouse, parent/step-parent, sibling, step-sibling, grandparent, grandchild and in-laws) to someone who does? Yes _____ No _____ If Yes to either, explain in box to the right.</p>	<p>(explanation) _____ _____ _____ _____ _____ _____</p>



EXPENSE INFORMATION

- Yes  No Does your household have un-reimbursed medical expenses in excess of 3 percent of annual income?
- Yes  No Does your household pay child care expenses for children under the age of 13 that enable a family member to work or go to school?
- Yes  No Does your household pay care expenses for the care of a family member with disabilities that enable a family member to work?

**APPLICATION CERTIFICATION:** I/we understand that the above information is being collected to determine if I/we are eligible to receive rental assistance. I/we authorize the City of Fort Bragg to verify all information provided on this application.

_____ Head of Household Signature      _____ Date	_____ Spouse Signature      _____ Date
---	--



# City of Fort Bragg

416 N Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

## Text File

File Number: 20-796

---

**Agenda Date:** 7/13/2020

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5G.

Adopt Joint City Council/Municipal Improvement District Resolution Approving Budget Adjustment No. 2021-01 Amending the FY 2020-21 Adopted Budget

The budget amendments presented here for adoption were discussed as necessary during the June 29, 2020 Special City Council meeting in which the Council adopted the FY 2020-21 budget with the explanation by staff that there were corrections and updates already identified.

One change, staff was able to secure a lower price for COVID-19 sewage testing. Instead of a commitment of six months at \$1,020 per test, we secured a different lab for \$317.50 per test without the longer term commitment. Total cost for a six-month testing period is \$8,500, approximately a third of the prior \$26,520 price with Biobot. In total, the amendments result in a net decrease in spending of \$403,493 and an increase in revenue of \$91,702. The adjustments provided in the resolution reduce the projected General Fund deficit from \$348,827 to \$168,717.

**RESOLUTION NO. \_\_\_\_-2020**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL**

**and**

**RESOLUTION NO. ID \_\_\_\_-2020**

**RESOLUTION OF THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT BOARD APPROVING BUDGET ADJUSTMENT NO. 2021-01 AMENDING FY 2020-21 BUDGET**

**WHEREAS**, on June 29, 2020, the Fort Bragg City Council and the Fort Bragg Municipal Improvement District No. 1 District Board adopted the Fiscal Year (FY) 2020-21 Budget; and

**WHEREAS**, the impacts of the COVID-19 pandemic, including reduced staffing costs and levels as a result of furloughs and layoffs have interrupted the normal annual budget process; and

**WHEREAS**, the City Manager anticipates reviewing and revising the budget as the impacts from the COVID-19 pandemic and economic downturn are better understood; and

**WHEREAS**, the City Manager has identified updates and corrections to the FY 2020-21 budget as adopted by the City Council on June 29, 2020; and

**WHEREAS**, the adjustments are identified in Exhibit A attached hereto; and

**WHEREAS**, there is sufficient revenue and adequate fund balance to fund the allocations; and

**WHEREAS**, based on all the evidence presented, the City Council/District Board finds as follows:

1. Certain adjustments to the FY 2020-21 Budget are necessary as shown in Exhibit A.
2. There are sufficient funds to fund the allocations.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg/District Board of the Fort Bragg Municipal Improvement District No. 1 does hereby approve Budget Adjustment No. 2021-01 amending the previously adopted FY 2020-21 Budget to incorporate the changes enumerated in Exhibit A.

**The above and foregoing Resolution was introduced by Council/Board Member \_\_\_\_\_, seconded by Council/Board Member \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg/District Board of the Fort Bragg Municipal Improvement District No. 1 held on the 13th day of July 2020, by the following vote:**

**AYES:**

**NOES:  
ABSENT:  
ABSTAIN:  
RECUSED:**

---

**WILLIAM V. LEE,  
Mayor**

**ATTEST:**

---

**June Lemos, CMC  
City/District Clerk**

**Exhibit A**

FY 2020-21 Budget Adjustment No. 2021-01							
Account Number	Account Description	Department	Current Budget	Increase/ (decrease)	Adjusted Budget	Justification	Funding Source
110-0000-3998	CARES Act Allocation	Nondepartmental	\$ -	\$ (91,702)	\$ (91,702)	To account for State Budget Allocation to Cities of CARES Act funding	Operating Revenue
110-4110-0231	Worker's Comp Premium	Council	466	(107)	359	Adjust WC Premium from preliminary estimate	General Fund
110-4130-0231	Worker's Comp Premium	Admin	12,356	(2,842)	9,514	same as above	General Fund
110-4150-0231	Worker's Comp Premium	Finance	5,913	(1,360)	4,553	same as above	General Fund
110-4200-0231	Worker's Comp Premium	Police	141,152	(32,473)	108,679	same as above	General Fund
110-4320-0231	Worker's Comp Premium	Community Development	5,896	(1,356)	4,540	same as above	General Fund
110-4330-0231	Worker's Comp Premium	PW Admin/Engineering	7,312	(1,298)	6,014	same as above	General Fund
110-4570-0231	Worker's Comp Premium	Corporation Yard	19,783	(4,936)	14,847	same as above	General Fund
110-4150-0312	Auditing Services	Finance	36,666	(15,238)	21,428	Revise Audit Fees	General Fund
110-4190-0358	Liability Premium	Nondepartmental	188,694	(38,798)	149,896	Adjust Liability Premium from preliminary estimate	General Fund
110-4321-0319	Professional Services	VFB Promotions	-	10,000	10,000	Adjust for 4-month Contract with Ideal Cooperative	General Fund
General Fund; Total Requested Budget Amendments			\$ 418,238	\$ (180,110)	\$ 238,128		
520-4393-0353	Facilities & Maintenance	Facilities	\$ 265,125	\$ (239,500)	\$ 25,625	Correct Entry Error	Allocation of ISF
521-4394-0231	Worker's Comp Premium	Technology & Maint	5,801	(1,335)	4,466	Adjust WC Premium from Preliminary estimate	Allocation of ISF
522-4550-0231	Worker's Comp Premium	Fleet	11,973	(2,755)	9,218	same as above	Allocation of ISF
Internal Service Funds; Total Requested Budget Amendments			\$ 282,899	\$ (243,590)	\$ 39,309		
610-4610-0312	Auditing Services	O&M	\$ -	8,873	\$ 8,873	Revise Audit Fees	Rates
651-6003-0731	CIP - Water Tank Installation	Water Capital Projects	1,900,000	(100,000)	1,800,000	Correct error in Adopted Budget	Capital reserve from rates
Water Enterprise; Total Requested Budget Amendments			1,900,000	(91,127)	1,808,873		
710-4710-0312	Auditing Services	O&M	2,538	11,663	14,201	Revise Audit Fees	Rates
710-4712-0313	Laboratory	O&M	24,000	8,500	32,500		
710-4712-0231	Worker's Comp Premium	Wastewater	17,301	(3,980)	13,321	Adjust WC Premium from Preliminary estimate	Wastewater Rates
Wastewater Enterprise; Total Requested Budget Amendments			43,839	16,183	60,022		
810-4812-0312	Auditing Services	CV Starr	-	3,449	\$ 3,449	Revise Audit Fees	Sales Tax
C.V. Starr Enterprise: Total Request Budget Amendment			-	3,449	3,449		
Total Requested Budget Amendments			\$ 2,644,976	\$ (495,195)	\$ 2,149,781		

**Lemos, June**

---

**From:** noreply@granicusideas.com  
**Sent:** Thursday, July 9, 2020 11:37 AM  
**To:** Lemos, June  
**Subject:** New eComment for City Council - Via Video Conference



---

## New eComment for City Council - Via Video Conference

Jacob Patterson submitted a new eComment.

Meeting: City Council - Via Video Conference

Item: 5G. 20-796 Adopt Joint City Council/Municipal Improvement District Resolution Approving Budget Adjustment No. 2021-01 Amending the FY 2020-21 Adopted Budget

eComment: What is the new projected budget deficit for the City's General Fund after these budget amendments are approved? The adopted budget has a \$349K operating deficit and the adjustments reduce General Fund expenses by \$180K so the new projected operating deficit would presumably be \$169K but the changes to the Internal Service Funds may also impact the General Fund. Regardless, these proposed adjustments are favorable. I look forward to see what modifying the Cost Allocation Plan will do as well.

[View and Analyze eComments](#)

This email was sent from <https://granicusideas.com>.

[Unsubscribe](#) from future mailings



# City of Fort Bragg

416 N Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

## Text File

File Number: 20-797

---

**Agenda Date:** 7/13/2020

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5H.

Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg

At a special meeting on March 24, 2020, the Fort Bragg City Council ratified the City Manager's Proclamation declaring a local emergency due to COVID-19 in its Resolution No. 4242-2020. On April 6, 2020, the City Council adopted Resolution No. 4245-2020 by which it continued the local emergency. On April 20, 2020, the City Council adopted Resolution No. 4247-2020 again confirming the continued local emergency. The local emergency was again reconfirmed on May 11, 2020 by City Council Resolution No. 4250-2020, on May 26, 2020 by City Council Resolution No. 4253-2020, on June 8, 2020 by City Council Resolution No. 4266-2020, and on June 22, 2020 by City Council Resolution No. 4270-2020. The City is required to reconfirm the existence of a local emergency every 21 days pursuant to Fort Bragg Municipal Code Section 2.24.040.

**RESOLUTION NO. \_\_\_\_\_-2020**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL  
CONFIRMING THE CONTINUED EXISTENCE OF A LOCAL EMERGENCY  
IN THE CITY OF FORT BRAGG**

**WHEREAS**, California Government Code section 8630 empowers the Fort Bragg City Council to proclaim the existence of a local emergency when the City is threatened or likely to be threatened by the conditions of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this City; and

**WHEREAS**, California Government Code section 8558(c) states that a “local emergency” means the duly proclaimed existence of conditions of disaster or extreme peril to the safety of persons and property within the territorial limits of a city; and

**WHEREAS**, COVID-19, a novel coronavirus causing infectious disease, was first detected in China in December 2019 and has spread across the world and to the United States. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a tremendous public health threat; and

**WHEREAS**, on March 13, 2020, the President of the United States issued a proclamation declaring the COVID-19 outbreak in the United States as a national emergency, beginning March 1, 2020; and

**WHEREAS**, the Governor of the State of California and the Public Health Officer of the County of Mendocino have both issued Shelter-in-Place orders to combat the spread of COVID-19; and

**WHEREAS**, on March 17, 2020 the City Manager, as the City’s Director of Emergency Services, issued Proclamation No. CM-2020-01 declaring a local emergency as authorized by Government Code section 8630 and Fort Bragg Municipal Code section 2.24.040(B); and

**WHEREAS**, at a special meeting on March 24, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4242-2020, ratifying the City Manager’s Proclamation declaring the existence of a local emergency;

**WHEREAS**, at a special meeting on April 6, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4245-2020 by which it continued the local emergency;

**WHEREAS**, at a special meeting on April 20, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4247-2020 by which it continued the local emergency;



**WHEREAS**, at a regular meeting on May 11, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4250-2020 by which it continued the local emergency;

**WHEREAS**, at a regular meeting on May 26, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4253-2020 by which it continued the local emergency;

**WHEREAS**, at a regular meeting on June 8, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4266-2020 by which it continued the local emergency;

**WHEREAS**, at a regular meeting on June 22, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4270-2020 by which it continued the local emergency

**NOW, THEREFORE, BE IT RESOLVED AND PROCLAIMED** by the City Council of the City of Fort Bragg that for reasons set forth herein, said local emergency shall be deemed to continue to exist until the City Council of the City of Fort Bragg, State of California, proclaims its termination; and

**BE IT FURTHER RESOLVED** that the City Council of the City of Fort Bragg will review the need for continuing the local emergency at least once every 21 days until the City Council terminates the local emergency; and

**BE IT FURTHER RESOLVED** that this resolution confirming the continued existence of a local emergency shall be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California, as well as the Mendocino County Office of Emergency Services.

**The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 13<sup>th</sup> day of July, 2020, by the following vote:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**RECUSED:**

---

**WILLIAM V. LEE**  
**Mayor**

**ATTEST:**

---

**June Lemos, CMC**  
**City Clerk**



# City of Fort Bragg

416 N Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

## Text File

File Number: 20-798

---

**Agenda Date:** 7/13/2020

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5I.

Adopt City Council Resolution Appointing Representatives to Represent and Vote on Behalf of the City at the League of California Cities Redwood Empire Division Business Meeting and Legislative Committee Meetings

The City of Fort Bragg is an active member of the Redwood Empire Division of the League of California Cities. The Division's bylaws state that representatives of each member city shall cast one vote by city. The League has requested that each city designate by resolution its representative to the Division Business meetings and the Division Legislative Committee meetings.

The attached resolution reflects appointment of the City's representatives with Vice Mayor Bernie Norvell serving as the primary voting representative and Mayor Will Lee serving as the alternate voting representative.

**RESOLUTION NO. \_\_\_\_-2020**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPOINTING REPRESENTATIVES TO REPRESENT AND VOTE ON BEHALF OF THE CITY AT THE LEAGUE OF CALIFORNIA CITIES REDWOOD EMPIRE DIVISION BUSINESS MEETINGS AND LEGISLATIVE COMMITTEE MEETINGS**

**WHEREAS**, the City of Fort Bragg is a member of the League of California Cities, an association of California city officials who work together to enhance their knowledge and skills, exchange information, and combine resources so that they may influence policy decisions that affect cities; and

**WHEREAS**, mayors, councilmembers and other officials set League policies and priorities from member cities who serve on the League Board of Directors, League policy committees, regional division boards, departments, caucuses, and task forces where League policies and priorities are formulated and set; and

**WHEREAS**, the City of Fort Bragg is an active member of the Redwood Empire Division, League of California Cities; and

**WHEREAS**, the Redwood Empire Division Bylaws, Article III, Section 3, states representatives of each member city shall cast one vote by city; and

**WHEREAS**, the Redwood Empire Division Bylaws, Article VIII, creates a Redwood Empire Division Legislative Committee to review and respond to bills that impact Redwood Empire Cities; and

**WHEREAS**, the City Council must appoint one elected official to attend and represent the City at Division Business meetings who can vote on behalf of the City; and

**WHEREAS**, the City Council must appoint one elected official to attend and represent the City at Legislative Committee meetings who can vote on behalf of the City; and

**WHEREAS**, an alternate elected official should be appointed to represent the City in the event the regular member is not available to attend; and

**WHEREAS**, appointments will be reviewed and updated annually;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby make the following 2020 appointments for the Redwood Empire Division:

**Division Business Meeting Primary:**     **Vice Mayor Bernie Norvell**    

**Division Business Meeting Alternate:**     **Mayor William V. Lee**    

**Legislative Committee Primary:**     **Vice Mayor Bernie Norvell**    

**Legislative Committee Alternate:**     **Mayor William V. Lee**    

The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 13<sup>th</sup> day of July, 2020, by the

following vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**  
**RECUSED:**

---

**William V. Lee**  
**Mayor**

**ATTEST:**

---

**June Lemos, CMC**  
**City Clerk**



# City of Fort Bragg

416 N Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

## Text File

File Number: 20-799

---

**Agenda Date:** 7/13/2020

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5J.

Adopt Amended City Council Resolution No. 4264-2020 Amending the City of Fort Bragg  
Conflict of Interest Code

On June 8, 2020, the City Council adopted Resolution No. 4264-2020 amending the City's Conflict of Interest Code pursuant to Title 2, Division 6 of the California Code of Regulations and the Fair Political Practices Commission (FPPC) requirements. Thereafter, on July 6, 2020, the City added a new mid-management position to the Public Works Department, the Assistant Director - Engineering. One of the determining factors for updating a municipality's Conflict of Interest Code is whether any new positions have been added since the current code was adopted. The attached Amended Resolution No. 4264-2020 updates Exhibit B which sets forth the titles of all designated employees with FPPC disclosure obligations, including the newly established position of Assistant Director - Engineering.

**AMENDED  
RESOLUTION NO. 4264-2020**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL  
AMENDING THE CITY OF FORT BRAGG CONFLICT OF INTEREST CODE**

**WHEREAS**, the City Council of the City of Fort Bragg adopted a Conflict of Interest Code on August 23, 1976 (Resolution 663-76) in accordance with the requirements of State Law, Title 2, Division 6, California Code of Regulations, Regulations of the Fair Political Practices Commission (FPPC); and

**WHEREAS**, the City Council is charged with reviewing the Conflict of Interest Code, adopting amendments and verifying the List of Designated Positions to which the Code applies; and

**WHEREAS**, the City Council has amended said Conflict of Interest Code from time to time since that date, most recently by Resolution 4264-2020 on June 8, 2020; and

**WHEREAS**, consistent with FPPC regulations, it is the desire of the City Council to incorporate by reference the terms of Title 2, Section 18730 of the California Code of Regulations (Exhibit "A"), in substitution for the terms of the Conflict of Interest Code already in effect; and

**WHEREAS**, further consistent with FPPC regulations, it is the desire of the City Council to replace the City's existing Conflict of Interest Code Exhibit "B" (Designated Employees and Disclosure Obligations for the City of Fort Bragg) with a new Exhibit "B;" and

**WHEREAS**, effective July 6, 2020, the City of Fort Bragg has added a new mid-management position, Assistant Director – Engineering, which requires Exhibit "B" to be updated to include the position in the Conflict of Interest Code;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby AMEND Resolution 4264-2020 to incorporate by this reference the terms of Title 2, Section 18730 of the California Code of Regulations as set forth in Exhibit "A" and hereby replaces the existing Exhibit "B" (Designated Employees and Disclosure Obligations for the City of Fort Bragg) with a new Exhibit "B."

**The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 13th day of July, 2020.**

**AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSED:**

\_\_\_\_\_  
**WILLIAM V. LEE**  
Mayor

**ATTEST:**

---

**June Lemos, CMC**  
**City Clerk**

## EXHIBIT "A"

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

### § 18730. Provisions of Conflict of Interest Codes.

- (a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.
- (b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix (Exhibit "B") are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

- (A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;
- (B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and



(C) The filing officer is the same for both agencies.<sup>1</sup>

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.<sup>2</sup>

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

---

<sup>1</sup> Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

<sup>2</sup> See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements.

Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure. When an investment or an interest in real property<sup>3</sup> is required to be reported,<sup>4</sup> the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,<sup>5</sup> the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,<sup>6</sup> the statement shall contain:

---

<sup>3</sup> For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

<sup>4</sup> Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

<sup>5</sup> A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

<sup>6</sup> Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

1. The name, address, and a general description of the business activity of the business entity;
2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$500.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$500 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan

from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

- (B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.
- (C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.
- (D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.
- (E) This section shall not apply to the following:
  - 1. Loans made to the campaign committee of an elected officer or candidate for elective office.
  - 2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
  - 3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.
  - 4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

- (A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan

agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.
2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:
  - a. The date the loan was made.
  - b. The date the last payment of \$100 or more was made on the loan.
  - c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

- (A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;
- (B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;
- (C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;
- (D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or
- (E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$500 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

- (A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or
- (B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

- (10) Section 10. Disclosure of Disqualifying Interest.  
When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.
- (11) Section 11. Assistance of the Commission and Counsel.  
Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.
- (12) Section 12. Violations.  
This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.



**EXHIBIT “B”**

**DESIGNATED EMPLOYEES AND DISCLOSURE OBLIGATIONS  
FOR THE CITY OF FORT BRAGG**

Designated Employees Listed in Government Code Section 87200:

- City Attorney
- City Councilmembers
- City Manager
- Finance Director/City Treasurer
- Planning Commissioners

Other Designated Employees:

- Assistant City Attorney
- Assistant Director - Engineering
- Assistant Director of Public Works
- Associate City Engineer
- Chief of Police
- City Clerk
- Community Development Director
- Consultants<sup>1</sup>
- Public Works Director
- Senior Government Accountant
- Senior Planner

Obligations:

All designated employees listed above must disclose:

- Investments
- Interests in real property
- Interests in real property held by a trust or business entity
- Investments held by a trust or business entity
- Income, including loans received, gifts, and honoraria
- Commission income received by brokers, agents and salespersons
- Income and loans to business entities or trusts
- Income from rental property
- Interest in business property
- Business positions

---

<sup>1</sup> New positions and consultants, pursuant to FPPC Reg. § 18734, must be included in the list of designated employees upon determination of the City Manager that the new position or consultant effectively is acting as a designated employee. Such new positions and consultants must disclose pursuant to the broadest disclosure in the Code unless the City Manager determines that the broadest disclosure is not necessary and sets disclosure that is more tailored to positions with a limited range of duties. The City Manager's determination must be in writing, and must show that a particular new position or consultant hired for a “designated position” is performing a range of duties sufficient in scope that the consultant or new employee effectively is acting as a designated employee, and therefore must fully comply with the disclosure requirements described in this Section. This determination shall include a description of the position's duties and, based upon that description, a statement of the extent of disclosure requirements. Broadest disclosure shall be defined as Disclosure Categories 1 and 2. The City Manager's determination is a public record and must be retained for public inspection by the City Clerk in the same manner and location as this Conflict of Interest Code.



# City of Fort Bragg

416 N Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

## Text File

File Number: 20-795

---

**Agenda Date:** 7/13/2020

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Minutes

**Agenda Number:** 5K.

Approve Minutes of June 22, 2020



# City of Fort Bragg

416 N Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

## Meeting Minutes City Council

*THE FORT BRAGG CITY COUNCIL MEETS CONCURRENTLY AS  
THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1  
AND THE FORT BRAGG REDEVELOPMENT SUCCESSOR  
AGENCY*

---

Monday, June 22, 2020

6:00 PM

Town Hall, 363 N. Main Street

---

### CALL TO ORDER

Mayor Lee opened the meeting at 6:00 PM.

### ROLL CALL

**Present:** 5 - Mayor Will Lee, Vice Mayor Bernie Norvell, Councilmember Tess Albin-Smith, Councilmember Jessica Morsell-Haye and Councilmember Lindy Peters

### AGENDA REVIEW

Mayor Lee moved Item 8B to the top of the agenda order.

**8B. [20-777](#)** Receive Report and Consider Adoption of City Council Resolution Adopting a Hiring Policy for Police Officers to Disqualify Any Applicant Based on Prior Acts of Misconduct

City Manager Miller introduced the staff report and turned the item over to Vice Mayor Norvell, who explained the language in the resolution and stated that it assures the community that the City will only hire people of integrity. Chief Naulty said that this resolution encompasses the practices already in place at the Police Department. Officers go through a strict background check, but this puts in writing the City's rules for hiring police officers.

Public Comment was received from:

- Jeff Wright spoke in support of the hiring policy and recommended it be called the Ricky del Fiorentino Resolution.
- Amy Wynn gave comments in support of the resolution.

**A motion was made by Councilmember Peters, seconded by Vice Mayor Norvell, that this Resolution be adopted. The motion carried by the following vote:**

**Aye:** 5 - Mayor Lee, Vice Mayor Norvell, Councilmember Albin-Smith, Councilmember Morsell-Haye and Councilmember Peters

Enactment No: RES 4272-2020

### 1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

Mayor Lee announced that the COVID-19 ad hoc committee's term has expired and will not be renewed.

### 2. PUBLIC COMMENTS ON: (1) NON-AGENDA, (2) CONSENT CALENDAR & (3) CLOSED SESSION ITEMS

(1) Non-Agenda Items:

- Jay McMartin Rosenquist submitted public comments regarding use of the Fort Building for City staff offices when the leases with the County and Congressman Huffman expire.

(2) Consent Calendar Items: None.(3) Closed Session Items: None.**3. STAFF COMMENTS**

City Manager Miller reported on Biobot testing of the sewer system for COVID-19. Finance Director Victor Damiani announced his resignation effective July 3. City Clerk Lemos gave information on the City Council election.

**4. MATTERS FROM COUNCILMEMBERS**

Councilmember Peters noted that this is Pollinator Week and invited people to view the Bee Garden at the Guest House. Councilmember Albin-Smith commented on the Mendocino County Fire Vulnerability Assessment documents, and asked members of the public to submit comments via the Mendocino Council of Governments (MCOG) website.

**5. CONSENT CALENDAR****Approval of the Consent Calendar**

**A motion was made by Vice Mayor Norvell, seconded by Councilmember Peters, to approve the Consent Calendar. The motion carried by the following vote:**

**Aye:** 5 - Mayor Lee, Vice Mayor Norvell, Councilmember Albin-Smith, Councilmember Morsell-Haye and Councilmember Peters

- 5A.** [20-763](#) Adopt City Council Resolution Approving a Memorandum of Understanding and Support Letter for a Storm Water Trash Capture Grant Application for the Greater Fort Bragg Area with the County of Mendocino and Authorizing City Manager to Execute Same

**This Resolution was adopted on the Consent Calendar.**

Enactment No: RES 4269-2020

- 5B.** [20-775](#) Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg

**This Resolution was adopted on the Consent Calendar.**

Enactment No: RES 4270-2020

- 5C.** [20-776](#) Adopt City Council Resolution Approving a Funding Increase to Grant #17-CDBG-12020 of the State Community Development Block Grant Program

**This Resolution was adopted on the Consent Calendar.**

Enactment No: RES 4271-2020

- 5D. [20-772](#) Approve Minutes of Joint City Council/Mendocino Coast Recreation and Parks District Special Meeting of June 4, 2020

These Minutes were approved on the Consent Calendar.

- 5E. [20-773](#) Approve Minutes of June 8, 2020

These Minutes were approved on the Consent Calendar.

## **6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS**

None.

## **7. PUBLIC HEARING**

## **8. CONDUCT OF BUSINESS**

- 8A. [20-774](#) Conduct City Council Discussion and Provide Direction to Staff Regarding Submitting to the Voters a Local Ballot Measure Changing the Name of the City of Fort Bragg

City Clerk Lemos presented the staff report on this agenda item. She and City Manager Miller responded to questions from Councilmembers on the matter.

Public Comment was received from: Javier Silva, Misty Dawn Cook, Jenny Shattuck, Bernadette Rafanan, Marsha Rafanan, Rex Gressett, Scott Taubold, Merlin Larson, Davion Johnson, Susan Collins, Ryan Bushnell.

**Mayor Lee recessed the meeting at 7:17 PM; the meeting reconvened at 7:24 PM.**

Further Public Comment was received from: John Burns, Heather Drum Baxman, Tammy Lowe, Jeff Wright, David Giesen, Elias Henderson, Judy Valadao, Paula Goodwin, Joe Luhan, Love Moon, Travis Squires, Jude Tillman, Marcello Graciani, Steve Roberts, Amy Wynn, Greg Lambert, Che Wachtel, Tara Jackson, Megan Smitheman, Scott Menzies, Caleb Hawk.

**Mayor Lee recessed the meeting at 8:22 PM; the meeting reconvened at 8:31 PM.**

Further Public Comment was received from Elise Decuba, Jay McMartin Rosenquist, Jacob Patterson, Hope Najjar, Gabriel Quinn Maroney, Jerry Stavely, Ben Stevenson, Lavender Cinnamon, Junice Gleason, Andy Wellspring, Kim Bratton, Kyra Rice, John Gallo, Anna Marie Stenberg, Katie Turner Carr, Diane Dodge, Samuel Fowler, and several other citizens who did not give a full name.

Discussion: The City Council consensus was to: (1) prepare a proclamation reiterating the substance of Council Resolution 3972-2017 which confirms the City's commitment to non-discrimination; (2) not sponsor a ballot measure for the November 3, 2020 election; and (3) appoint an ad hoc committee to bring forward recommendations to Council regarding a Citizen Commission concerning changing of the City's name.

**A motion was made by Vice Mayor Norvell, seconded by Councilmember Morsell-Haye, to continue the meeting past 10:00 PM; the motion carried by a unanimous vote.**

After much discussion, the City Council directed as follows:

1. Draft a proclamation denouncing any tie between the City of Fort Bragg, California,

Confederate General Braxton Bragg, and racism. Include in the proclamation a reminder of the City's commitment to embrace a diversity of backgrounds, as set forth in Resolution 3972-2017.

2. So that more comprehensive conversations can take place on this matter, a name change question will not be placed on the November 3, 2020 ballot.

3. Mayor Lee appointed Vice Mayor Norvell and Councilmember Morsell-Haye to an ad hoc committee whose purpose is to determine the best model for creating a Citizen Commission that would provide a recommendation on the best path forward for the name change matter and address the deeper systemic issue of racism. The ad hoc committee will define the scope of work for the Citizen Commission, how participants should be selected and the protocol for how the working group would function. The ad hoc committee is to report back to the full Council at a future meeting.

**This Staff Report was referred to staff and to the Fort Bragg Name Change Ad Hoc Committee.**

**9. CLOSED SESSION**

**ADJOURNMENT**

**Mayor Lee adjourned the meeting at 10:12 PM.**

\_\_\_\_\_  
WILLIAM V. LEE, MAYOR

\_\_\_\_\_  
June Lemos, CMC, City Clerk

IMAGED (\_\_\_\_\_)



# City of Fort Bragg

416 N Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

## Text File

File Number: 20-794

---

**Agenda Date:** 7/13/2020

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Minutes

**Agenda Number:** 5L.

Approve Minutes of Special Meeting of June 29, 2020



# City of Fort Bragg

416 N Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

## Meeting Minutes Special City Council

*THE FORT BRAGG CITY COUNCIL MEETS CONCURRENTLY AS  
THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1  
AND THE FORT BRAGG REDEVELOPMENT SUCCESSOR  
AGENCY*

---

Monday, June 29, 2020

6:00 PM

Town Hall, 363 N Main Street

---

### Special Meeting

#### CALL TO ORDER

Mayor Lee called the meeting to order at 6:04 PM. Councilmembers Morsell-Haye and Peters appeared via video conference.

#### ROLL CALL

**Present:** 5 - Mayor Will Lee, Vice Mayor Bernie Norvell, Councilmember Lindy Peters, Councilmember Jessica Morsell-Haye and Councilmember Tess Albin-Smith

#### 1. PUBLIC COMMENTS ON CONSENT CALENDAR ITEMS

None.

#### 2. STAFF COMMENTS

City Manager Miller announced a special City Council meeting for June 30 regarding extending the urgency ordinance on tenant evictions to July 31, 2020. She said the forbearance on lodging transient occupancy tax will expire on July 1st. The no penalty for nonpayment of water and sewer bills will expire on July 1st.

#### 3. MATTERS FROM COUNCILMEMBERS

Councilmember Morsell-Haye asked that the Council consider postponing water and sewer rate increases until the end of the year. Mayor Lee reported that there are zero cases of COVID on the Coast as of today.

#### 4. CONSENT CALENDAR

##### Approval of the Consent Calendar

A motion was made by Vice Mayor Norvell, seconded by Councilmember Albin-Smith, to approve the Consent Calendar. The motion carried by the following vote:

**Aye:** 5 - Mayor Lee, Vice Mayor Norvell, Councilmember Peters, Councilmember Morsell-Haye and Councilmember Albin-Smith

##### 4A. [20-757](#)

Approve Parcel Map for Minor Division #1-19 (DIV 1-19); Minor Subdivision Dividing 437 S. Harold into Two Parcels



This Subdivision Parcel Map was approved on the Consent Calendar.

- 4B. [20-779](#) Adopt Municipal Improvement District Resolution Approving the Purchase of a Septage Receiving Station

This ID Resolution was adopted on the Consent Calendar.

Enactment No: RES ID 428-2020

- 4C. [20-780](#) Adopt City Council Resolution Modifying the City's Compensation Plan and Confirming the Pay/Rates/Ranges for All City of Fort Bragg Established Classifications Effective July 1, 2020

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4274-2020

- 4D. [20-781](#) Adopt City Council Resolution Appointing City Manager Tabatha Miller as City Treasurer

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4275-2020

## **5. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS**

None.

## **6. CONDUCT OF BUSINESS**

- 6A. [20-765](#) Receive Report and Consider Adoption of City Council Resolution Authorizing City Manager to Execute Contract Amendment for the Design of the Maple Street Storm Drain and Alleys Rehabilitation Project, Project No. PWP-00116, Increasing the Amount of the Design Contract with R.E.Y. Engineers, Inc., by a Not to Exceed Amount of \$41,280.88

Public Works Director Varga gave the staff report on this agenda item.

Public Comment was received from Jacob Patterson.

Discussion: After a brief discussion, Council consensus was in support of this resolution.

**A motion was made by Vice Mayor Norvell, seconded by Councilmember Peters, that this Resolution be adopted. The motion carried by the following vote:**

**Aye:** 5 - Mayor Lee, Vice Mayor Norvell, Councilmember Peters, Councilmember Morsell-Haye and Councilmember Albin-Smith

Enactment No: RES 4273-2020

- 6B. [20-771](#) Receive Report and Consider Adoption of City Council Resolution Waiving Business License Renewals for Businesses that Operated in the First Quarter of 2020 but Subsequently Ceased Operations as a Direct Result of the COVID-19 Shelter-In-Place Order

Finance Director Damiani summarized the staff report on this agenda item and responded to

questions from Councilmembers.

Public Comment: None.

Discussion: After discussing the matter, the Council agreed this would be a good policy for the business community and suggested amending the resolution to allow for a cutoff date of July 31, 2020 instead of July 15, 2020.

**A motion was made by Mayor Lee, seconded by Councilmember Morsell-Haye, that this Resolution be adopted as amended. The motion carried by the following vote:**

**Aye:** 5 - Mayor Lee, Vice Mayor Norvell, Councilmember Peters, Councilmember Morsell-Haye and Councilmember Albin-Smith

Enactment No: RES 4276-2020

**6C. [20-778](#)** Receive Report and Consider Adoption of Resolutions Approving FY 2020-21 City of Fort Bragg and Fort Bragg Municipal Improvement District No.1 Budgets, Establishing FY 2020-21 Appropriations Limit, and Approving FY 2020-21 Capital Projects Budget

City Manager Miller presented the staff report on this agenda item, noting that the current budget is a placeholder until more information can be obtained regarding revenues, which have suffered a severe drop due to COVID-19 shelter-in-place orders. She stated that it is anticipated such further information may be available in the fall, and that amended budget documents can be provided to Council at that time.

Public Comment was received from Gabriel Quinn Maroney and Jacob Patterson.

Discussion: Councilmembers discussed vehicle expenditures, having a budget report as a standard item on future agendas, holding a budget workshop in September or October, and having the Cost Allocation Plan be reviewed and refined by the Finance and Administration Committee. Council generally supported postponing any increases in water and sewer rates until January 1, 2021. Council further discussed the Visit Fort Bragg promotional budget, using wastewater funds to test for COVID in the sewer system, and the feasibility of performing more surveillance testing for COVID-19 in the community.

**Mayor Lee recessed the meeting at 8:14 PM; the meeting reconvened at 8:19 PM.**

**A motion was made by Councilmember Peters, seconded by Vice Mayor Norvell, that this Resolution (Annual Appropriations Limit) be adopted [RES 4277-2020]. The motion carried by the following vote:**

**Aye:** 5 - Mayor Lee, Vice Mayor Norvell, Councilmember Peters, Councilmember Morsell-Haye and Councilmember Albin-Smith

Enactment No: RES 4277-2020 / RES 4278-2020 / RES ID 429-2020 / RES 4279-2020 / RES ID 430-2020

**A motion was made by Councilmember Peters, seconded by Vice Mayor Norvell, that this Resolution (City of Fort Bragg FY 2020/21 Budget) be adopted [RES 4278-2020]. The motion carried by the following vote:**

**Aye:** 5 - Mayor Lee, Vice Mayor Norvell, Councilmember Peters, Councilmember Morsell-Haye and Councilmember Albin-Smith

Enactment No: RES 4277-2020 / RES 4278-2020 / RES ID 429-2020 / RES 4279-2020 / RES ID 430-2020

**A motion was made by Vice Mayor Norvell, seconded by Councilmember Morsell-Haye, that this Resolution (Municipal Improvement District FY 2020/21 Budget) be adopted [RES ID 429-2020]. The motion carried by the following vote:**

**Aye:** 5 - Mayor Lee, Vice Mayor Norvell, Councilmember Peters, Councilmember Morsell-Haye and Councilmember Albin-Smith

Enactment No: RES 4277-2020 / RES 4278-2020 / RES ID 429-2020 / RES 4279-2020 / RES ID 430-2020

**A motion was made by Councilmember Morsell-Haye, seconded by Councilmember Albin-Smith, that this Resolution (Capital Projects Budget) be adopted [RES 4279-2020 / RES ID 430-2020]. The motion carried by the following vote:**

**Aye:** 5 - Mayor Lee, Vice Mayor Norvell, Councilmember Peters, Councilmember Morsell-Haye and Councilmember Albin-Smith

Enactment No: RES 4277-2020 / RES 4278-2020 / RES ID 429-2020 / RES 4279-2020 / RES ID 430-2020

**ADJOURNMENT**

**Mayor Lee adjourned the meeting at 8:30 PM.**

\_\_\_\_\_  
WILLIAM V. LEE, MAYOR

\_\_\_\_\_  
June Lemos, CMC, City Clerk

IMAGED (\_\_\_\_\_)



# City of Fort Bragg

416 N Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

## Text File

File Number: 20-793

---

**Agenda Date:** 7/13/2020

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Minutes

**Agenda Number:** 5M.

Approve Minutes of Special Meeting of June 30, 2020



# City of Fort Bragg

416 N Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

## Meeting Minutes Special City Council

**THE FORT BRAGG CITY COUNCIL MEETS CONCURRENTLY AS  
THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1  
AND THE FORT BRAGG REDEVELOPMENT SUCCESSOR  
AGENCY**

Tuesday, June 30, 2020

4:00 PM

Via Video Conference

### Special Meeting

#### CALL TO ORDER

Mayor Lee called the meeting to order at 4:00 PM, all Councilmembers appearing via video conference.

#### ROLL CALL

**Present:** 5 - Mayor Will Lee, Vice Mayor Bernie Norvell, Councilmember Lindy Peters, Councilmember Jessica Morsell-Haye and Councilmember Tess Albin-Smith

#### 1. CONDUCT OF BUSINESS

[20-783](#)

Receive Report and Consider Extension of Urgency Ordinance No. 960-2020 Providing a Temporary Moratorium on Evictions Due to COVID-19

City Manager Miller presented the staff report on this agenda item.

Public Comment: None.

Discussion: Council briefly discussed extending the urgency ordinance for one additional month.

**A motion was made by Councilmember Morsell-Haye, seconded by Councilmember Albin-Smith, that this Second Amended Urgency Ordinance be adopted. The motion carried by the following vote:**

**Aye:** 4 - Mayor Lee, Councilmember Peters, Councilmember Morsell-Haye and Councilmember Albin-Smith

**No:** 1 - Vice Mayor Norvell

Enactment No: ORD 960-2020 2ND AMENDMENT

#### ADJOURNMENT

Prior to adjourning the meeting, Mayor Lee announced that the hospital's Chief of Staff, Dr. William Miller, would speak to the Council regarding COVID-19. The doctor gave a medical perspective of testing the sewer system for COVID. He spoke about having The Miller Report "hit the road," meaning that he and City Manager Miller would meet with store owners, small business owners, the chamber of commerce and others to answer questions regarding COVID-19 and its impacts on the City. Dr. Miller and City Manager Miller will meet separately

and get back to Council with a plan for such a program.

**Mayor Lee adjourned the meeting at 4:32 PM.**

---

WILLIAM V. LEE, MAYOR

---

June Lemos, CMC, City Clerk

IMAGED (\_\_\_\_\_)



# City of Fort Bragg

416 N Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

## Text File

File Number: 20-792

---

**Agenda Date:** 7/13/2020

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Staff Report

**Agenda Number:** 8A.

Receive Report and Provide Direction to Staff Regarding Community Development Block Grant  
Coronavirus Response Round 1 (CDBG-CV1) Program Applications



**AGENCY:** City Council  
**MEETING DATE:** July 13, 2020  
**DEPARTMENT:** Community Development  
**PRESENTED BY:** N. McLaughlin  
**EMAIL ADDRESS:** nmclaughlin@fortbragg.com

## AGENDA ITEM SUMMARY

**TITLE:**

**Receive Report and Provide Direction to Staff Regarding Community Development Block Grant Coronavirus Response Round 1 (CDBG-CV1) Program Applications**

**ISSUE:**

In response to the federal CARES Act the California Housing and Community Development Department (HCD) received an allocation of approximately \$18.7M from the federal Department of Housing and Urban Development (HUD) for the state Community Development Block Grant Coronavirus Response Round 1 (CDBG-CV1) program. HCD has made these funds available through a CDBG Notice of Funding Availability (NOFA), which was released on June 5, 2020. The CDBG-CV1 applications are due August 31, 2020. The City of Fort Bragg is eligible to apply for three activities during the CDBG-CV1 NOFA cycle.

As required by the CDBG program, staff conducted a Design Phase hearing on June 30, 2020, to solicit community input and to assess needs for CDBG-CV1 applications. Staff also requested and reviewed City priorities for CDBG funding. Based on the Design Phase hearing and activities proposed by City departments, a list has been prepared identifying potential activities for the CDBG-CV1 NOFA applications. Staff has analyzed the potential grant activities to estimate likelihood of award and to assist City Council in determining the best strategy for applying for funding under this and future NOFAs.

At this time, staff seeks Council's direction on priority activities for the CDBG-CV1 grant cycle under the NOFA. Three activities may be applied for in the NOFA for a maximum application amount of \$89,492.

After the applications are prepared and before they are submitted to CDBG, City Council must approve an application resolution.

**ANALYSIS:**

The State CDBG program will be providing funding through an allocation set by HCD for the CDBG-CV1 NOFA for a variety of housing, community development, and economic development activities. State CDBG funding is available for "non-entitlement" cities with fewer than 50,000 residents and counties with fewer than 200,000 residents. The City of Fort Bragg is a non-entitlement city and is eligible to apply for CDBG-CV1 funding under the CDBG-CV1 NOFA.

To award CARES Act funding, HUD requires HCD to release these funds under a Notice of Funding Availability (NOFA) to state the terms under which non-entitlement communities may apply for the funding. The NOFAs describe total available funding, eligible activities, eligibility requirements, and application procedures. Each eligible jurisdiction may apply for

AGENDA ITEM NO. 8A



a range of activities depending upon limits imposed by the NOFA. For the CDBG-CV1 NOFA, HCD has published that \$18.7 million is available for State CDBG applications.

### **CDBG-CV1 NOFA**

The CDBG-CV1 NOFA is different from any previous CDBG NOFA as these funds are a direct response to the COVID-19 pandemic. HCD has made significant changes to the application parameters. Major changes in the NOFA include:

- Set allocation for each eligible jurisdiction;
- 12-month expenditure period;
- Ability to apply for three activities;
- Activities must be a direct response to COVID-19; and
- No duplication of benefits.

### **Application Elements and Agreements**

Each jurisdiction may submit up to three applications with one activity per application. Each application will have its own budget, National Objective, scope of work and timeline (not to exceed a 12 months' activity term). All CDBG activities must meet one of three National Objectives, including (1) benefit to low- and moderate-income persons; or (2) prevention or elimination of slums and blight; or (3) urgent need. The most commonly used National Objective is benefit to low- and moderate-income persons or households (LMI). The LMI household income thresholds are calculated and published by the U.S. Department of Housing and Urban Development (HUD) annually. Additionally, HUD created a mapping tool using the 2011-2015 American Community Survey data to assist jurisdictions when calculating LMI for application purposes.

For each potential activity, the following threshold requirements must be met before application:

1. Non-entitlement City or County;
2. Submission of eligible activity in accordance with the CARES Act;
3. Activity must meet a National Objective;
4. Demonstrate compliance with federal financial management (single audit, etc.);
5. Federal Citizen Participation Requirements;
6. Housing Element Certification;
7. Good Standing with the Department of Housing and Community Development;

The City meets these requirements for the outlined potential activities.

Each application or activity will have its own award and Standard Agreement (up to three for the CDBG-CV1 NOFA cycle).

**Scoring**

There is no scoring criteria for this NOFA as each eligible jurisdiction has a set allocation.

**Eligible Activities**

The following chart “Appendix E” outlines the eligible activities:

<b>APPENDIX E - CDBG-CV1 NOFA</b>						
<b>IDIS Matrix- CDBG Eligibility Activity Codes and National Objectives</b>						
Matrix Code Key - National Objective Codes (N = Not Allowed)						
Code	Eligible Activity	LMA	LMC	LMH	LMJ	URG
01	Acquisition of Property - 570.201(a)					
03B	Facility for Persons with Disabilities	N		N		
03C	Homeless Facilities (not operating costs)	N		N		
03P	Health Facilities			N		
03T	Operating Costs Homeless/AIDS Patients	N		N	N	
05A	Senior Services	N		N	N	
05B	Services for Persons with Disabilities	N		N	N	
05C	Legal Services			N	N	
05D	Youth Services	N		N	N	
05F	Substance Abuse Services			N	N	
05G	Services for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking	N		N	N	
05H	Employment Training			N	N	
05J	Fair Housing Activities-Subj.to Pub.Serv.Cap			N	N	
05K	Tenant/Landlord Counseling	N		N	N	
05L	Child Care Services	N		N	N	
05M	Health Services			N	N	
05N	Abused and Neglected Children	N		N	N	
05O	Mental Health Services			N	N	
05Q	Subsistence Payments	N		N	N	
05S	Rental Housing Subsidies	N	N		N	
05T	Security Deposits	N	N		N	
05U	Housing Counseling Only, under 24 CFR 5.100	N	N		N	N
05W	Food Banks			N	N	
05X	Housing information and referral services	N			N	N
06	Interim Assistance		N	N	N	
08	Relocation					
09	Rental Income Loss					
14B	Rehab; Multi-Unit Residential	N	N		N	
14G	Acquisition for Rehabilitation	N	N		N	
14H	Rehabilitation Administration					
14I	Lead-Based Paint Abatement	N	N		N	
18A	ED Assistance to For-Profits		N	N		
18B	Economic Development: Technical Assistance		N	N		
18C	Micro-Enterprise Assist.			N		
21A	General Program Admin. - 570.206	N	N	N	N	N
21H	CDBG Funding of HOME Admin.	N	N	N	N	N

NOTE: The City’s allocation is \$89,492. The proposed activity budget cannot exceed available funds.

**Potential Application Activities**

On June 30, 2020, staff held a Design Phase public hearing to discuss the CARES Act CDBG funding opportunities. The meeting notice was published in the Fort Bragg Advocate News, posted in English and Spanish at various locations, emailed to the interested parties listed on the City’s website notifications groups, and emailed to many local non-profit organizations. Four individuals attended the June 30, 2020, Design Phase public hearing that was held via Zoom. At the meeting, staff discussed many potential ideas proposed by attendees. None of the COVID-19 specific eligible activity ideas proposed at the Design meeting have identified Program Operators, making the activities ineligible for application at this time. Staff will work with community members and non-profits to develop the proposed ideas further to prepare for the next CDBG-CV round.

City staff have identified one potential eligible activity for the CDBG-CV1 allocation.

- Water/Wastewater Bill Assistance Program

<b>Activity</b>	<b>Expense</b>
Direct Water/Wastewater Assistance	\$74,278
Program Administration	\$15,214
Total Program Cost	\$89, 492

The Water/Wastewater Bill Assistant Program would provide payment assistance to low- to moderate-income households that live in city limits. Since the COVID-19 pandemic and the Shelter-in-Place Orders, there has been a significant increase in past-due bills. This program would provide relief to eligible households, meets the CDBG national objective of benefiting Low-Moderate Clientele and would be administered and operated through the City.

**Update of 2020 Application Activities**

- **Business Assistance Loan Program** – Application submitted, pending notification of award.
- **Microenterprise Financial Assistance Program** – Application submitted, pending notification of award.
- **Code Enforcement Program** – Application submitted, pending notification of award. Public Services were under subscribed through application NOFA round. Staff will work with HCD to obtain activity award.
- **Mill Site Planning** – Application submitted, pending notification of award. Public Services were under subscribed through application NOFA round. Staff will work with HCD to obtain activity award.
- **Fire Station Rehabilitation Planning** – Application submitted, pending notification of award. Public Services were under subscribed through application NOFA round. Staff will work with HCD to obtain activity award.

**RECOMMENDED ACTION:**

Provide direction to staff regarding City Council’s priorities for activities to be included in the CDBG-CV1 applications.

**ALTERNATIVE ACTION(S):**

No action. Under this alternative, the City would not submit competitive applications at the August 31, 2020 deadline.

**FISCAL IMPACT:**

CDBG funds allow the City to conduct activities and complete projects to benefit the community, and in particular the City’s low- and moderate-income residents, for which funding would otherwise be unavailable. CDBG activities also create job opportunities in the community. CDBG grant administration requires significant commitment of staff time, but CDBG provides funding for administrative activities (up to 17% of activity funds in CDBG-CV1) that is generally adequate to service the program.

**GREENHOUSE GAS:**

Payment assistance programs or other public services are not expected to have any direct impact on greenhouse gas emissions.

**CONSISTENCY:**

The State CDBG mission is to improve the lives of low- and moderate-income residents through the creation and expansion of community and economic development opportunities, which supports livable communities for all residents. This mission is consistent with City Priority Areas.

**IMPLEMENTATION/TIMEFRAMES:**

If City Council provides direction to submit CDBG-CV1 applications, a Resolution of application must be approved prior to application submittal. The application due date is August 31, 2020.

**ATTACHMENTS:**

None.

**NOTIFICATION:**

1. CDBG Activities Notify Me Subscribers

## Lemos, June

---

**From:** noreply@granicusideas.com  
**Sent:** Thursday, July 9, 2020 11:25 AM  
**To:** Lemos, June  
**Subject:** New eComment for City Council - Via Video Conference



---

# New eComment for City Council - Via Video Conference

Jacob Patterson submitted a new eComment.

Meeting: City Council - Via Video Conference

Item: 8A. 20-792 Receive Report and Provide Direction to Staff Regarding Community Development Block Grant Coronavirus Response Round 1 (CDBG-CV1) Program Applications

eComment: This is a great staff recommendation that I endorse. Not only will it help residents who are struggling with the financial impacts of the SIP orders and economic downturn but it will reduce the City's exposure to the risk of having to write off bad debts due to unpaid utility bills that would eventually impact the other rate-payers. It also retains the bulk of CDBG funding for the City's water and wastewater enterprises. Please approve pursuing this thoughtful program to help our community.

[View and Analyze eComments](#)

This email was sent from <https://granicusideas.com>.

[Unsubscribe](#) from future mailings