



**AGENDA**  
**NEWMAN CITY COUNCIL/REDEVELOPMENT AGENCY**  
**REGULAR MEETING JANUARY 26, 2010**  
**CITY COUNCIL CHAMBERS, 7:00 P.M., 1200 MAIN STREET**

1. Call To Order.
2. Pledge Of Allegiance.
3. Invocation.
4. Roll Call.
5. Declaration Of Conflicts Of Interest.
6. Ceremonial Matters.
7. Items from the Public - Non-Agenda Items.
8. Consent Calendar
  - a. Waive All Readings Of Ordinances And Resolutions Except By Title.
  - b. Approval Of Warrants.
  - c. Approval Of Minutes Of The January 12, 2010 Regular Meeting.
9. Public Hearings
  - a. Second Reading And Adoption Of Ordinance No. 2010- , Amending Title 9 Police Regulations Adding Chapter 9.16 Police Towing Services.
10. Regular Business
  - a. First Reading And Introduction Of Ordinance No. 2010- , Amending Titles 5 Zoning And 8 Health And Sanitation Adding Chapter 5.23.160 Residential Resale Inspection Program.
  - b. Approve First Time Home Buyers Program And Authorize Staff To Administer Program Activities.
11. Items From District Five Stanislaus County Supervisor.
12. Items From The City Manager And Staff.
13. Items From City Council Members.
14. Adjournment.

## Calendar of Events

January 26 - City Council - 7:00 P.M..

February 8 - Baseball Board Meeting - 6:00 P.M.

February 9 - City Council - 7:00 P.M.

February 11 - NIMS Executive Course - 1:00 P.M. To 5:00 P.M. - Modesto (3705 Oakdale Road)

February 11 - Recreation Commission - 7:00 P.M.

February 12 - City Furlough Day - City Offices Closed

February 15 - Presidents' Day - City Offices Closed

February 15 - Two-On-Two Meeting With The School Board - Canceled

February 18 - Planning Commission - 7:00 P.M.

February 23 - City Council - 7:00 P.M.

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Ck #	Check Date	CK Amount	Vendor Name	Description
036983	01/11/10	88.00	UNITED STATES POSTMASTER	2 ROLLS STAMPS/PD
036984	01/11/10	713.00	ANTHEM BLUE CROSS	HEALTH INS/BALLANCE ON DEC 2009
036985	01/14/10	5850.00	ADAM MCGILL	CONTRACT SERVICES/CHIEF OF POLICE/JAN 1-15-2010
036986	01/19/10	129.20	GRAPHIC PRINT SHOP	HILL PARK SIGN
036987	01/19/10	250.00	ADAM TURNER	ELECTRICAL WORK DONE @ IT SERVER ROOM/PD
036988	01/22/10	41.69	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING/MOP HEADS/PW
036988	01/22/10	20.98	ARAMARK UNIFORM SERVICES	LAUNDRY BAGS/TOWELS/MOP HEAD/MAT/FD
036988	01/22/10	19.62	ARAMARK UNIFORM SERVICES	MATS/WET MOP/CITY HALL
036988	01/22/10	33.14	ARAMARK UNIFORM SERVICES	TOWELS/MAT RENTAL/LAUNDRY BAG/PD
036989	01/22/10	166.71	ARROWHEAD MOUNTAIN SPRING	DELIVERED BOTTLED WATER/DEC 2009
036990	01/22/10	322.86	AT&T MOBILITY	WIRELESS ACCESS 12/3/09 TO 01/02/10/PD
036991	01/22/10	62.16	AT&T	MONTHLY CHARGES FOR 668-3946/01/01/10 TO 01/31/10
036992	01/22/10	488.80	JAMES J. BELL	CONTRACT SERVICES/EVIDENCE CLERK/JAN 1-15-10
036993	01/22/10	14.52	B G AUTO	KWIK CONNECT BLADE
036993	01/22/10	39.39	B G AUTO	#8 EXTRACTOR/DELIVERED
036994	01/22/10	10406.00	BLUE SHIELD OF CALIFORNIA	HEALTH INSURANCE PREMIUM/FEB 2010
036994	01/22/10	548.00	BLUE SHIELD OF CALIFORNIA	COBRA HEALTH INS PREMIUM/LEPRE
036995	01/22/10	7875.00	BUSH,ACKLEY,MILICH,HALLIN	LEGAL RETAINER SEPT THRU JAN 2010/HALLINAN
036996	01/22/10	399.00	BUSINESS CARD	REGISTRATION FOR LABOR RELATIONS ACADEMY/HOLLAND
036996	01/22/10	58.14	BUSINESS CARD	WATER DISTRIBUTION MANUAL/POSTAGE
036996	01/22/10	190.49	BUSINESS CARD	ROOF SEAL/MEALS/PORPERTY SHIPMENT
036997	01/22/10	82.80	CALIF BUILDING STANDARDS COMMI	SB1473 FEES COLLECTED OCT - DEC 2009
036998	01/22/10	8500.00	CBA (CALIFORNIA BENEFITS)	PRE-PAID DENTAL-VISION DEPOSIT
036999	01/22/10	406.41	CDW GOVERNMENT, INC	BARRACUDA SPAM FILTER/1 YEAR ENERGIZE UPDATES

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Ck #	Check Date	CK Amount	Vendor Name	Description
037000	01/22/10	1173.00	CENTRAL CALIFORNIA	2008/2009 PETE MILLER DITCH
037001	01/22/10	162.87	CIT TECHNOLOGY FIN SERV, INC	MS GSA OFFICE PRO PLUS/JAN 2010
037002	01/22/10	239.00	COFFEE ROAD VETERINARY CLINIC	OFFICE EXAM/VET TEST/K-9 DOG ODIN
037003	01/22/10	94.90	COMCAST CABLE	HIGH SPEED INTERNET SERVICE/1/22/10-2/21/10
037004	01/22/10	778.38	CORBIN WILLITS SYS, INC.	SERVICE & ENHANCEMENT/JAN 2010
037005	01/22/10	70.00	DEPART OF HEALTH SERVICES	GRADE 1 WATER TREATMENT OP CERT/CANTU
037006	01/22/10	8214.50	ECO:LOGIC, INC	WASTEWATER ON-CALL 09/10
037007	01/22/10	393.59	EMPLOYMENT DEV DEPT - SDI	PENALTY & INT/NONCOMPLIANCE FORM DE7/2008/SDI
037008	01/22/10	4699.00	FGL ENVIRONMENTAL, INC	BACTI ANALYSIS/INORGANIC ANALYSIS/WWTP
037008	01/22/10	590.00	FGL ENVIRONMENTAL, INC	INFLUENT/INORGANIC/ORGANIC TESTING/WWTP
037008	01/22/10	618.00	FGL ENVIRONMENTAL, INC	CITY WATER SUPPLY/BACTI & INORGANIC ANALYSIS
037009	01/22/10	222.05	GCS ENVIRONMENTAL EQUIPMENT SE	GUTTER BROOM/SPRING/STREET SWEEPER
037010	01/22/10	17.33	GOLDEN STATE IRRIGATION	KNEE BOOTS
037010	01/22/10	4.31	GOLDEN STATE IRRIGATION	NITRILE GLOVES
037010	01/22/10	84.32	GOLDEN STATE IRRIGATION	2" PVC SUCTION HOSE/POLY C W/SS
037010	01/22/10	8.62	GOLDEN STATE IRRIGATION	GOATSKIN GLOVES
037011	01/22/10	31415.76	GROVER LANDSCAPE, INC.	PROGRESS BILLING WORK THRU DEC 2009/HILL PARK
037012	01/22/10	3400.00	CITY OF GUSTINE	ANIMAL CONTROL SERVICES/DEC 2009
037013	01/22/10	162.56	HARD DRIVE GRAPHICS	1 DUI & DRIVER'S LICENSE VINYL CUT SIGN/PD
037014	01/22/10	590.86	HEWLETT-PACKARD FINANCIAL SERV	HARDWARE LEASE 1/18/10 TO 2/17/10/PD
037015	01/22/10	931.87	HI-TECH EVS, INC/CRIMSON FIRE	SERVICED 2 HURST SYSTEMS/FD
037016	01/22/10	200.00	PATTY HOLLANDER	REFUND MEMORIAL BLDG DEPOSIT/HOLLANDER
037017	01/22/10	328.38	IKON OFFICE SOLUTIONS	COPIER LEASE/PD/12/25/09 TO 01824/10
037018	01/22/10	1572.93	INFOSEND, INC	UTILITY & LATE STATEMENTS MAILED/DEC 2009
037019	01/22/10	9305.00	JOE'S LANDSCAPING &	LIGHTING & LANDSCAPE DIST SERVICES/DEC 2009

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037019	01/22/10	425.45	JOE'S LANDSCAPING &	CLEAN-UP AND TRASH REMOVAL/1336 BASIL
037020	01/22/10	40.00	MALLARD EXPRESS AUTO	SERVICE ENGINE LIGHT ON/UNIT 595
037020	01/22/10	48.82	MALLARD EXPRESS AUTO	CHANGED OIL & FILTER/TIRE ROTATION/UNIT 596
037020	01/22/10	711.60	MALLARD EXPRESS AUTO	OIL & FILTER CHANGE/REPLACED FRONT BRAKES/UNIT 502
037021	01/22/10	518.44	MCDONOUGH, HOLLAND, ALLEN	PROFESSIONAL SERVICES/RDA PLAN AMENDMENT/DEC 2009
037022	01/22/10	1534.34	MID VALLEY IT, INC	MONTHLY IT CONTRACT SERVICES/FEB 2010
037023	01/22/10	35.69	NEWMAN S & S AUTO SUPPLY	RCL CLAMP
037024	01/22/10	169.57	NEWMAN MINI MART	GAS PURCHASES
037025	01/22/10	1509.85	NEXTEL COMMUNICATIONS	CELL PHONE USAGE/DEC 2009
037026	01/22/10	250.55	NTDSTICHLER ARCHITECTURE	PROFESSIONAL SERVICES/HILL PARK/THRU 12/31/09
037027	01/22/10	1270.50	OTTMAN FARMS, INC	SPRAYING OF ALFALFA WITH GRAMOXONE/WWTP
037028	01/22/10	660.00	CITY OF PATTERSON	CC MTG VIDEO REIMBURSEMENT/DEC 2009
037029	01/22/10	38870.23	P G & E	GAS AND ELECTRIC 7/17/09 TO 12/16/09
037030	01/22/10	10863.41	PRECISION INSPECTION, INC	Bldg Reg Inspec BLDG REGU
037031	01/22/10	90.00	GARNER REYNOLDS (NT)	REIMBURSE WATER DISTRIBUTE CERTIFICATION/REYNOLDS
037032	01/22/10	97.50	ROPER, MAJESKI, KOHN & BENTLEY	PROFESSIONAL SERVICES THRU 12/31/09
037033	01/22/10	691.54	SAFE-T-LITE	2 SAFETY LIGHT BARS/PW VEHICLES
037034	01/22/10	1056.00	SELF HELP ENTERPRISES	LOAN SERVICING/DEC 2009
037035	01/22/10	5620.99	SHELL FLEET PLUS	GAS AND DIESEL PURCHASES/DEC 2009
037036	01/22/10	1115.75	SIERRA INSTALLATIONS, INC	INSTALLATION SERVICES FOR 2009 HOLIDAY/LIGHTING
037037	01/22/10	347.00	STATE OF CALIFORNIA	FINGERPRINT APPS/FBI FINGERPRINTS/CHILD ABUSE INDE
037038	01/22/10	47064.00	STANISLAUS COUNTY	EMERGENCY DISPATCH SERVICES/OCT-DEC 2009
037038	01/22/10	12840.30	STANISLAUS COUNTY	COUNTY IMPACT FEES/OCT0DEC 2009
037039	01/22/10	169.80	STAPLES CREDIT PLAN	DICTATION MACHINE/MOUSE/TYPEWRITER RIBBON
037040	01/22/10	20.62	STAPLES BUSINESS ADVANTAGE	CLASP ENVELOPES/CALC ROLLS/RUBBERBANDS

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037040	01/22/10	4.84	STAPLES BUSINESS ADVANTAGE	MONO ADHESIVE
037040	01/22/10	33.61	STAPLES BUSINESS ADVANTAGE	CALCULATOR TAPE/PEN REFILLS
037040	01/22/10	12.42	STAPLES BUSINESS ADVANTAGE	THERMAL CALCULATOR TAPE
037040	01/22/10	27.20	STAPLES BUSINESS ADVANTAGE	INDEX CARDS/MEMO BOOKS/LABELS/FILE FOLDERS
037041	01/22/10	155.83	TRAVIS BORRELLI	PORTABLE RESTROOM RENT & SERVICE/LIBRARY
037042	01/22/10	1008.00	SWRCB ACCOUNTING OFFICE	ANNUAL STORM WATER PERMIT/1/1/10 TO 12/31/10
037043	01/22/10	531.35	UNIFIRST CORPORATION	UNIFORM CLEANING/MAT RENTALS/TOWELS/DEC 2009
037044	01/22/10	21.78	VALLEY PARTS SERVICE	WINDSHIELD FLUID/PD
037044	01/22/10	94.66	VALLEY PARTS SERVICE	WINDSHIELD FLUID/GREASE/ANTIFREEZE/WD40/WPR BLADES
037045	01/22/10	34.00	WECO INDUSTRIES	FASTNER HOOD RUBBER/SEWER MACHINE
037045	01/22/10	1361.75	WECO INDUSTRIES	NOZZLE WARTHOG SWIVEL ASSEMBLY/SEWER MACHINE
037046	01/22/10	80916.27	WELLS FARGO BANK, N.A./AC# 159	LOAN INTEREST PAYMENT/WWTP EXPANSION/I-BANK
037047	01/22/10	25.00	MATTOS NEWSPAPERS, INC.	NEWSPAPER SUBSCRIPTION RENEWAL/PW
037047	01/22/10	1069.20	MATTOS NEWSPAPERS, INC.	BUS CARDS/ADS/PUBLIC NOTICES/LETTERHEAD/ENVELOPES
037048	01/22/10	184.00	WESTSIDE WELDING&RADIATOR	ROD AND REPAIR RADIATOR
037049	01/22/10	2465.34	YANCEY LUMBER COMPANY	CORP YARD SUPPLIES/LUMBER/PROPANE/BROOM/NAILS/
Sub-Total:		316025.57		
Grn-Total:		316025.57		
Count:	91			

REPORT.: Dec 01 09 Tuesday  
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 Cash Disbursement Detail Report  
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Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	-----Payment Information----- Invoice #	Description
036763	11/20/09	DEP07	CASHIER,DEPT OF PESTICIDE	60.00	.00	60.00	11/19/09P	PESTICIDE CERTIFICATION R
036764	11/20/09	DEP07	CASHIER,DEPT OF PESTICIDE	60.00	.00	60.00	11/20/09P	PESTICIDE CERTIFICATION/D
036765	11/20/09	STAA2	STATE WATER RESOURCES CON	346.00	.00	346.00	11/20/09P	HILL PARK NPDES/NOI
Cash Account Total.....:				466.00	.00	466.00		
Total Disbursements.....:				466.00	.00	466.00		
Cash Account Total.....:				.00	.00	.00		

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Ck #	Check Date	CK Amount	Vendor Name	Description
31466	11/30/09	-9269.05	NOT USED DO NOT DELETE	Ck# 031466 Reversed
31466	11/30/09	-41043.83	NOT USED DO NOT DELETE	Ck# 031466 Reversed
31466	11/30/09	-35.36	NOT USED DO NOT DELETE	Ck# 031466 Reversed
036822	12/14/09	-5250.77	SHAPE INCORPORATED	Ck# 036822 Reversed
036823	12/07/09	235891.03	McELVANY, INC	FRESNO STREET SIDEWALK & STORN DRAIN
036824	12/09/09	50.00	DEPART OF HEALTH SERVICES	APP FOR WATER DISTRIBUTION EXAM/CANTU
036825	12/14/09	.00	VOIDED CHECK	
036826	12/14/09	14851.43	PG&E CFM/PPC DEPARTMENT	HILL PK ELECTRIC DIST & SERVICE EXTENSION
036827	12/14/09	5250.77	SHAPE INCORPORATED	REPLACE STORM LIFT PUMP @ CREEK CANYON LIFT STA
036828	12/21/09	1050.00	APPLEGATE TEEPLES DRILLING CO,	CLEANING OF SUMP PUMPS
036829	12/21/09	933.00	ARMCO ROOFING	ROOF REPAIRS AND MAINTENANCE/THEATER
036830	12/21/09	7.58	ARROWHEAD MOUNTAIN SPRING	WATER COOLER RENT/TEEN CENTER
036831	12/21/09	332.31	AT&T MOBILITY	WIRELESS ACCESS/11/03/09 TO 12/02/09/PD
036832	12/21/09	62.21	AT&T	MONTHLY CHARGE FOR 668-394612/1/09 TO 12/31/09/CH
036833	12/21/09	146.58	AT&T	EMERGENCY DISPATCH LINE/P/10/20/09 TO 11/19/09
036833	12/21/09	427.27	AT&T	T1 LINE @ PD/10/20/09 TO 11/19/09
036834	12/21/09	549.90	JAMES J. BELL	CONTRACT SERVICE/EVIDENCE CLERK THRU 12/15/BELL
036835	12/21/09	428.56	BERTOLOTTI DISPOSAL	LANDFILL FEES/NOV 2009
036836	12/21/09	82.45	B G AUTO	DEX-COOL ANTIFREEZE
036836	12/21/09	21.57	B G AUTO	14.5 NYLON WIRE TIE
036837	12/21/09	1037.96	W.H. BRESHEARS, INC.	400 GALLONS UNLEADED GAS/WWTP
036838	12/21/09	4892.48	BRUCE BUDMAN	INTERIM FIN DIRECTOR/12/7/09-12/17/09/BUDMAN
036839	12/21/09	84.89	BUSINESS CARD	MEALS/FIRE DEPT
036839	12/21/09	67.67	BUSINESS CARD	BROOMS/PARKING

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036841	12/21/09	75.00	CAROL CASTANEDA	REFUND MEMORIAL BLDG DEPOSIT/YOUTH SPRTS ALL/CASTE
036842	12/21/09	162.87	CIT TECHNOLOGY FIN SERV, INC	MS GSA OFFICE PRO PLUS/DEC 2009
036843	12/21/09	2025.00	CONTRACT SWEEPING SERVICES, IN	STREET SWEEPING SERVICES/NOV 2009
036844	12/21/09	3268.76	CROP PRODUCTION SERVICES	10500 LBS #1 FORAGE MIX/WWTP/PALLET CHARGE
036844	12/21/09	967.25	CROP PRODUCTION SERVICES	10 GALLONS OXYSTAR/WWTP
036845	12/21/09	499.90	CRUZER AIR	BAD IGNITION MODULE/REPLACED AT CORP YARD
036845	12/21/09	154.90	CRUZER AIR	BAD ELECTRICAL DISCONNECT & BAD FUSES/THEATER
036845	12/21/09	367.80	CRUZER AIR	SERVICED 2 CONDENSERS AND 2 FURNACES/FIRE DEPT
036845	12/21/09	149.95	CRUZER AIR	INSTALLED T-STAT COVER WITH LOCK/CITY HALL
036846	12/21/09	1901.80	DAVE PIRES	BACKFLOW TESTING/REPAIRS & SERVICE
036847	12/21/09	200.00	URMILA DEVI	CANCELLED USE OF MEMORIAL BLDG/MAXINE MORENO
036848	12/21/09	307.56	D J ROCHA TRUCKING, INC	TRUCKING OF BASE ROCK @ WWTP
036848	12/21/09	3166.25	D J ROCHA TRUCKING, INC	SPREAD ASPHALT GRINDINGS IN ALLEY WAYS
036849	12/21/09	188.50	E&M ELECTRIC, INC.	PULLED SUMP PUMP/BAD AMP/INSTALLED
036849	12/21/09	188.50	E&M ELECTRIC, INC.	MOVED TREE FROM YARD TO STREET/UPPER RD LANDSCAPE
036849	12/21/09	184.60	E&M ELECTRIC, INC.	REPAIRED 2 CHRISTMAS TREE OUTLETS
036850	12/21/09	1696.84	ECO:LOGIC, INC	GROUNDWATER MONITORING SERVICES/PROGRESS #6
036850	12/21/09	15137.21	ECO:LOGIC, INC	PROFESSIONAL SERVS/STORAGE BASIN 9/1 TO 11/30/09
036851	12/21/09	24.00	ENERPOWER	ELECTRIC ENERGY CHARGE/ACCT #6673
036851	12/21/09	20.00	ENERPOWER	ELECTRIC ENERGY SERVICES/ACCT # 6673
036851	12/21/09	42.00	ENERPOWER	ELECTRIC ENERGY SERVICES/ACCT #6693
036851	12/21/09	42.00	ENERPOWER	ELECTRIC ENERGY SERVICES/8/17-9/15
036851	12/21/09	32.00	ENERPOWER	ELECTRIC ENERGY SERVICES/ACCT #6239
036851	12/21/09	34.00	ENERPOWER	ELECTRIC ENERGY SERVICES/8/17-9/15/09
036851	12/21/09	821.00	ENERPOWER	ELECTRIC ENERGY SERVICES/ACCT #6852

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036851	12/21/09	26.00	ENERPOWER	ELECTRIC ENERGY SERVICES/ACCT #6000
036851	12/21/09	756.00	ENERPOWER	ELECTRIC ENERGY SERVICES/ACCT #6657
036852	12/21/09	1360.00	GDR ENGINEERING, INC.	PROFESSIONAL SERVICES/FRESNO ST/NOV 2009
036853	12/21/09	549.17	GOLDEN STATE IRRIGATION	SPRAY COVERALLS/SAFETY GLASSES/GLOVES/SHOVEL/BOOTS
036854	12/21/09	200.00	CELIA GONZALEZ	REFUND MEMORIAL BLDG DEPOSIT/GONZALEZ
036855	12/21/09	2825.00	CITY OF GUSTINE	ANIMAL CONTROL SERVICES/OCT & NOV 09
036856	12/21/09	82.47	HARD DRIVE GRAPHICS	DEPOSIT ON YOUTH BASKETBALL COACH SHIRTS
036857	12/21/09	170.10	HOGUE, FENTON, JONES & APPEL, I	EMPLOYMENT ADVICE AND COUNSEL
036858	12/21/09	807.34	IKON OFFICE SOLUTIONS	COPIER LEASE/PD/11/25 TO 12/24/09/ADDITIONAL COPIE
036859	12/21/09	1581.12	INFOSEND, INC	UTILITY BILL & LATE NOTICE MAILING/NOV 2009
036859	12/21/09	471.98	INFOSEND, INC	INSERTS "NOTICE & RATES" 3100 COPIES
036860	12/21/09	8835.00	JOE'S LANDSCAPING &	LIGHT & LANDSCAPING SERVICES/NOV 2009
036861	12/21/09	200.42	JORGENSEN & COMPANY	ANNUAL FIRE EXTINGUISHER SERVICES/REPAIRS/PD
036861	12/21/09	267.58	JORGENSEN & COMPANY	FIRE EXTINGUISHER ANNUAL MAINTENANCE/FD
036862	12/21/09	722.00	KAISER PERMANENTE	HEALTH INSURANCE PREMIUM/JAN 2010
036863	12/21/09	286.90	FRANK B. MARKS & SON, INC	7.62 TONS ROAD BASE
036863	12/21/09	105.05	FRANK B. MARKS & SON, INC	8.18 TONS ROAD BASE
036864	12/21/09	667.34	MELLO TRUCK REPAIR CO, INC	FIXED AIR LEAKS ON AXLE #2 & #12/RPLCD OUTPUT SEAL
036865	12/21/09	170.00	MENEZES SALES	STEEL-TOED WORK BOOTS/LEA EMMONS
036865	12/21/09	170.00	MENEZES SALES	STEEL-TOED BOOTS/GREG SOUTHARD
036866	12/21/09	1534.34	MID VALLEY IT, INC	MONTHLY IT CONTRACT SERVICES/JAN 2010
036867	12/21/09	17.84	NEWMAN S & S AUTO SUPPLY	RCL 50072 CLAMP
036867	12/21/09	65.01	NEWMAN S & S AUTO SUPPLY	FUEL PUMP
036867	12/21/09	5.40	NEWMAN S & S AUTO SUPPLY	CHEVRON DEXRON ATF
036867	12/21/09	2.71	NEWMAN S & S AUTO SUPPLY	7177 5W30 OIL

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036868	12/21/09	53.20	CRYSTAL GARCIA	SMOG 1997 FORD RANGER
036869	12/21/09	1470.18	NEXTEL COMMUNICATIONS	CELL PHONE USAGE/NOV 2009
036870	12/21/09	461.18	NTDSTICHLER ARCHITECTURE	PROFESSIONAL SERV/HILL PK THRU FEB 2009
036870	12/21/09	287.60	NTDSTICHLER ARCHITECTURE	PROFESSIONAL SERV/HILL PARK THRU 5/31/09
036870	12/21/09	250.55	NTDSTICHLER ARCHITECTURE	PROFESSIONAL SERV/HILL PARK/THRU 11/30/09
036870	12/21/09	9.86	NTDSTICHLER ARCHITECTURE	PROFESSIONAL SERV/HILL PARK/REIMBURSE THRU 11/30
036871	12/21/09	2681.00	OPERATING ENGINEERS/	HEALTH INSURANCE PREMIUM/JAN 2010
036872	12/21/09	1948.40	PACIFIC MUNICIPAL CONSULTANTS	CAPITAL FACILITIES FEE UPDATE SERVICES
036873	12/21/09	660.00	CITY OF PATTERSON	VIDEO REIMBURSEMENT/NOV 2009
036873	12/21/09	250.00	CITY OF PATTERSON	FIRE DATA INPUT/OCT 2009
036874	12/21/09	145.44	PATTERSON IRRIGATOR	EMPLOYMENT AD/FINANCE DIRECTOR
036875	12/21/09	44583.57	P G & E	GAS & ELECTRIC 10/13/09 TO 11/17/09
036876	12/21/09	10766.69	PRECISION INSPECTION, INC	Bldg Reg Inspec BLDG REGU
036877	12/21/09	1564.00	RANDHAWA MEDICAL GRP, IN	HEPATITIS SHOTS FOR POLICE OFFICERS
036878	12/21/09	92.31	RANDIK PAPER	CAN LINERS/LATEX GLOVES
036879	12/21/09	42.97	RELIABLE OFFICE SUPPLIES	4GB FLASH DRIVE/2010 DESK CALENDAR/WWTP
036880	12/21/09	1009.10	RRM DESIGN GROUP, INC.	PROFESSIONAL SERV/DOWNTOWN PLAZA
036881	12/21/09	29.26	SAFE-T-LITE	GLOPLUGZ EARPLUGS
036882	12/21/09	200.00	SAPUTO CHEESE	REFUND MEMORIAL BLDG DEPOSIT/SAPUTO CHEESE
036883	12/21/09	1056.00	SELF HELP ENTERPRISES	LOAN SERVICING/JULY 2009
036884	12/21/09	263.27	SIRCHIE	SUPPLIES FOR FINGERPRINTING
036885	12/21/09	75.00	KARLING SKOGLUND	REFUND MEMORIAL BLDG DEPOSIT/NEWMAN FFA
036886	12/21/09	245.00	STATE OF CALIFORNIA	FINGERPRINT APPS & FBI
036887	12/21/09	247.48	STAPLES BUSINESS ADVANTAGE	PAPER/INK CART/BATTERIES/PENS/RULED PADS/ENVELOPES
036887	12/21/09	8.55	STAPLES BUSINESS ADVANTAGE	WHITE COVER STOCK

Date.: Dec 21, 2009  
Time.: 4:56 pm  
Run by: EMILY M. FARIA

CITY OF NEWMAN  
CASH DISBURSEMENTS REPORT

Page.: 5  
List.: NEW1  
Group: PYCPDP

Ck #	Check Date	CK Amount	Vendor Name	Description
036888	12/21/09	155.83	TRAVIS BORRELLI	PORTABLE RESTROOM RENTAL/SERVICE
036889	12/21/09	4.30	T.H.E. OFFICE CITY	AVERY REINFORCEMENTS
036890	12/21/09	200.00	SARAH TUCKER	REFUND MEMORIAL BLDG DEPOSIT/S. TUCKER
036891	12/21/09	113.40	TURLOCK JOURNAL	EMPLOYMENT AD/FINANCE DIRECTOR
036892	12/21/09	1299.68	UNITED RENTALS NORTHWEST, INC	RENTAL 40FT BOOM TRUCK/DOWNTOWN LIGHTING 2009
036893	12/21/09	628.72	UNIFIRST CORPORATION	UNIFORM CLEANING/MAT RENTAL/TOWELS
036894	12/21/09	9952.50	URBAN FUTURES, INC	RDA PLAN AMENDMENT/NOV 2009
036895	12/21/09	113550.00	US BANK	HSA DEPOSITS FOR 2010
036896	12/21/09	82.14	VALLEY PARTS SERVICE	WIPER BLADE/FLOOR MAT/FILTERS/HOSE CLAMP
036896	12/21/09	5.67	VALLEY PARTS SERVICE	S BUS Y
036896	12/21/09	25.79	VALLEY PARTS SERVICE	HANDLE
036896	12/21/09	5.75	VALLEY PARTS SERVICE	HOSE CLAMP
036896	12/21/09	6.54	VALLEY PARTS SERVICE	BRUSH
036897	12/21/09	213.49	MATTOS NEWSPAPERS, INC.	250 BUSINESS CARDS/1000 ENVELOPES/UPS SERVICE
036898	12/21/09	196.33	WESTSIDE ANIMAL CLINIC	EUTHANASIA/COMMUNAL CREMATION/SEDATION
036899	12/21/09	16.00	WEST SIDE PUBLIC SCALE	WEIGHT TAGS FOR NOV 2009
036900	12/21/09	478.84	YANCEY LUMBER COMPANY	GLUE/STRIPPER/EDGER BLADE/PAINT/SHOVEL/PLYWOOD
Sub-Total:		459485.70		
Grn-Total:		459485.70		
Count:	117			

**MINUTES**  
**NEWMAN CITY COUNCIL/REDEVELOPMENT AGENCY**  
**REGULAR MEETING JANUARY 12, 2010**  
**CITY COUNCIL CHAMBERS, 7:00 P.M., 1200 MAIN STREET**

1. **Call To Order** - Mayor Katen 7:02 P.M.
2. **Pledge Of Allegiance.**
3. **Invocation** - Council Member Martina.
4. **Roll Call PRESENT:** Kelly, Davis, Candea, Martina And Mayor Katen.  
**ABSENT:** None
5. **Declaration Of Conflicts Of Interest.**

Council Member Candea Declared That He Might Have A Conflict With Item 9.c. And Would Be Excusing Himself From Those Proceedings.

**6. Ceremonial Matters**

- a. Presentation Of The West Side Healthcare Taskforce Calendar (Supervisor DeMartini).

Supervisor DeMartini Presented The Council With A Framed Copy Of The West Side Healthcare Taskforce Calendar. DeMartini Thanked The City For Its Support Of The Taskforce And Its Calendar Project. He Reviewed Recent Accomplishments Of The West Side Healthcare Taskforce And Mentioned Some Of Its Goals And Aspirations.

**7. Items from the Public - Non-Agenda Items - None.**

**8. Consent Calendar**

- a. Waive All Readings Of Ordinances And Resolutions Except By Title.
- b. Approval Of Warrants.
- c. Approval Of Minutes Of The December 8, 2009 Regular Meeting.
- d. Adopt Resolution No. 2010- , Rejecting The Claim Of Nancy L. Gonsalves.

**ACTION:** On Motion By Candea Seconded By Martina And Unanimously Carried, The Consent Calendar Was Approved.

**9. Public Hearings - None.**

**10. Regular Business**

- a. Adopt Resolution No. 2010- , A Resolution Receiving And Accepting The General Purpose Financial Statements And The Newman Redevelopment Agency Audit For The Fiscal Year Ending June 30, 2009.

Lead Auditor Robert Kehl, Clendenin Bird & Company, Reviewed The Financial Documents And Explained That The City Had Received The Highest Possible Audit Grade.

**ACTION:** On Motion By Kelly Seconded By Davis And Unanimously Carried, Resolution No. 2010- , A Resolution Receiving And Accepting The General Purpose Financial Statements And The Newman Redevelopment Agency Audit For The Fiscal Year Ending June 30, 2009 Was Adopted

b. Presentation By The Newman Youth Sports Alliance – Sports Complex At Mariposa Park.

Stan Hansen, President Of The Newman Youth Sports Alliance And Russell Ramos Vice-President Of The Newman Youth Sports Alliance Presented The Council With Slides Depicting A Proposed Sports Complex At The Currently Undeveloped City-Owned Mariposa Park Site. Hansen Explained That His Non-Profit Group Would Like To Develop The 9 1/2 Acre Mariposa Park Site, Lease The Site From The City And Potentially Turn The Entire Project Over To The City In The Future. Ramos Explained To The Council That His Group Would Like To Partner With The City To Develop The Park Site Into A Self-Sufficient, Multi-Activity Complex With An Enclosed Playground And Snack Bar. Hansen Informed The Council That Both Designer Don DeGraff And Engineer Bill Morris Were In Attendance And Available To Answer Questions. Hansen Explained That His Group Has An Eight-Year Plan To Develop The Complex And Plans To Establish Funding Within Eighteen To Twenty-Four Months. Hansen Stated That His Group Needs A Location To Begin Securing Grants. Hansen Went On To Explain That One Of The Goals Of The Proposed Complex Is To Host Youth And Adult Sports Tournaments, Which Would In Turn Bring Many People To The Area. Hansen Maintained That Newman And Its Businesses Would Benefit From The Influx Of People Attending The Aforementioned Tournaments.

**ACTION:** The Council Directed Staff To Work With The Newman Youth Sports Alliance To Explore The Development Of A Sports Complex At Mariposa Park.

c. First Reading And Introduction Of Ordinance No. 2010- , Amending Title 9 Police Regulations Adding Chapter 9.16 Police Towing Services.

Council Member Candea Stepped Down From The Dais And Left The Chambers.

Chief McGill Reviewed And Presented The Proposed Police Towing Ordinance.

Jim Silva, 636 Balsam Ave, Stated That He Was Representing McAuley Ford. Silva Commented That He Thought That One Tow Company Might Not Be Enough To Handle Newman's Call Volume. Silva Declared That McAuley, Which Is Only Twelve Miles Away, Meets All Of The Requirements Except The One Requiring A Yard In Newman. Silva Reminded The Council That McAuley Has Been In The City's Tow Rotation For The Last Fifteen Years And That They Have Performed Well In That Capacity. Silva Expressed That McAuley Wants To Continue To Be A Part Of The Community, Has Several Staff Members That Reside In Town And That They Have Long-Term Plans To Expand To Newman. Silva Thanked The Council For Their Time And Encouraged Them To Allow McAuley To Be Included In The New Tow Rotation.

Mayor Katen Stated The He Was Concerned That Out Of Town Tow Companies Would Not Be Able To Meet The Required Twenty Minute Response Time And That It Would Be Unfair To Ask Residents

To Travel Out Of Town To Recover Their Vehicles. Katen Stated That He Liked The Current Ordinance As It Was Written.

Jason Madruga, Newman City Tow, Stated That His Tow Company Is Currently The Only Tow Company Within The City Limits. Madruga Stated That His Company Has Ample Equipment And Backup Equipment To Handle All Of Newman's Calls. He Reminded The Council That His Business Keeps Money Within The Community. Madruga Also Stated That His Company Would Not Have Any Issues Meeting Any Of The Requirements Of The Proposed Ordinance.

**ACTION:** Ordinance No. 2010- , Amending Title 9 Police Regulations Of The Newman City Code Adding Chapter 9.16 Police Towing Services Was Introduced By Council Member Kelly Ordinance Had Its First Reading By Title Only.

Council Member Candea Returned To The Dais.

- d. Authorize City Manager To Execute A Contract With George Osner, AICP For Planning Services.

**ACTION:** On Motion By Martina Seconded By Candea And Unanimously Carried, The Council Authorized The City Manager To Execute A Contract With George Osner, AICP For Planning Services.

- e. Appointment Of New Commissioner To Fill Vacancy On The Planning Commission.

The Council Interviewed Applicants: Lorna Sloan, Joel Andrews, Stevyn Bass And Jeff Vandervort.

**ACTION:** Following Interviews With Each Candidate, A Motion By Davis Seconded By Kelly To Appoint Lorna Sloan To Fill The Unexpired Term Of Paul Wallace Was Carried By The Following Vote: AYES: Davis, Kelly And Katen; NOES: Candea And Martina; ABSENT: None.

## **11. Items From District Five Stanislaus County Supervisor.**

Supervisor DeMartini Reminded Everyone That The Next West Side Healthcare Taskforce Meeting Would Be On February 4, 2010 In Patterson.

## **12. Items From The City Manager And Staff.**

City Manager Holland Reminded Everyone That Stanislaus County Would Be Hosting An H1N1 Flu Vaccination Clinic On January 26, 2010 At The F.D.E.S. Hall From 2:00 P.M. To 7:00 P.M. And That City Offices Would Be Closed On Monday January 18, 2010 In Observance Of The Martin Luther King Jr. Holiday. Holland Explained That The Next Two-On-Two Meeting With The School District Will Be Canceled As It Falls On The Holiday. Holland Informed The Council That The Next Orestimba Creek Flood Control Meeting Would Be Held On January 13, 2010 At 2:30 P.M. Holland Mentioned That As Part Of The Energy Efficiency Community Block Grant (EECBG) Process An Energy Audit Had Just Been Completed And City Will Soon Be Submitting Application For Funding. Holland

Notified The Council That The Baseball Board Would Be Making A Presentation To The Recreation Commission On January 14, 2010.

Chief McGill Gave The Council A Presentation That Included Information About The Police Department's Budget, 2009 Accomplishments, Significant Cases, Crime Statistical Data, Revenue Increases, 2010 Goals And Future Issues.

Public Works Director Reynolds Reported That His Department Had Abated Some Minor Graffiti During The Holiday Season And That That Hill Park Was Progressing Quickly Even With The Recent Rain Delays.

### **13. Items From City Council Members.**

Council Member Martina Stated That He Was Concerned That Caltrans Needed To Repair The Merced Street Near The South\East Corner Of Merced & Highway 33. Martina Also Asked Staff To Look Into Why Equipment Was Being Stored Near The South\East Corner Of Kern & Highway 33.

Council Member Kelly Mentioned That Some Communities He Had Visited Back East Provide Indoor Soccer Programs During The Winter Months And That He Thought That It Might Be A Good Idea For Newman To Offer The Same In The Future.

Mayor Katen Mentioned That The Intent Of His Letter To The Editor Was To Praise All Involved In Volunteering During The Holiday Season And To Share How Rewarding It Is To Help Someone Else, Especially During The Holiday Season. Katen Stated That By No Means Did He Intend His Letter To Be Construed As Self-Serving. Bob Novoa Stated That It Was Unthinkable For Some To Criticize Anyone Who Volunteers For The Holiday Programs And Questioned Whether Those Critics Were Volunteering.

### **14. Adjourn To Closed Session - 10:13 P.M.**

- a. Public Employment - Police Chief - G.C. 54957.
- b. Public Employment - Finance Director - G.C. 54957.
- c. Return To Open Session. - 10:32 P.M.

No reportable action was taken.

### **15. Adjournment.**

**ACTION:** On Motion By Martina Seconded By Candea And Unanimously Carried, The Meeting Was Adjourned At 10:33 P.M.

**ADOPTION OF ORDINANCE TO NEWMAN CITY CODE TITLE 9, CHAPTER 9.16 POLICE TOWING SERVICES AND APPROVE RELATED RESOLUTION**

**RECOMMENDATION:**

1. Open Public Hearing
2. Second Reading Ordinance No. 2010- , adding Title 9 Police Regulations, Chapter 9.16 (Police Towing Services) of the Newman City Code and publish same

**BACKGROUND:**

The Police Department is seeking to establish an ordinance regulating tow service providers and approval to establish a “per tow” franchise fee agreement with local tow services companies serving on the Police Department’s rotation tow list. The agreement will allow the Police Department to offset the costs of managing the Department’s rotational tow system. In addition, the Police Department is requesting authorization to establish tow fees to a range comparable to the rate other local cities and the county is allowing rotational tow companies to charge their patrons. These amendments and modifications are designed to enhance public safety and assist the Police Department in delivering better services.

**ANALYSIS:**

The City of Newman does not currently have any ordinances regulating the relationship between tow companies and the police department. The police department frequently utilizes the services of tow companies for various non-consensual tows.

A number of cities in California have adopted ordinances and/or resolutions establishing franchises with local tow services companies that provide towing services to their police department. Under the arrangement, tow operators on the police department’s rotation list enter into an agreement with the city to pay a “per tow franchise fee.” The per vehicle fee helps offset the city’s cost to maintain a rotation list, inspect tow truck equipment and storage facilities, verify licensing, and investigate complaints regarding tow service charges and/or operations. There is currently no provision in the Newman City Code, nor in a resolution, that allows the Newman Police Department to impose a fee on local tow operators in return for the privilege of participating in the City’s tow rotational list. The Police Department is seeking Council approval to add Chapter 9.16 (Police Towing Services). Should this ordinance be adopted, the Police Department will request that the Council adopt a resolution authorizing a franchise agreement between the City and local tow operators on the Police Department’s rotational list and establish related fees for said agreement. The term of the franchise agreement is three years. Staff is recommending that the franchise fee per tow be set at \$40 for the first year, \$45 in year two, and \$50 in year three. The City’s franchise fee is reasonable and comparable to other jurisdictions in our area.

The City of Newman has never established rates that tow operators are allowed to charge customers from police related tows. It is common practice in municipalities to do so. This provides protection and consistency to those that become involved with a police related tow. The police department is requesting these fees be established through resolution, with the ordinance authorizing this. The basic tow service rate is \$165 per vehicle with the daily storage fee rate at \$42. The Police Department recently undertook a study of the basic tow rates and daily storage fees in a four county region (Stanislaus, Tuolumne, San Joaquin, and Merced). It was discovered these fees are reasonable and comparable to other jurisdictions. The average basic tow rate of the jurisdictions surveyed is \$160, and the daily storage rate is \$35.

**FISCAL IMPACT:**

A positive fiscal impact will result from the per vehicle franchise fee, but will depend upon the number of vehicles impounded annually and any unforeseen costs that the Police Department will incur managing the rotation tow list. 158 vehicles were towed in 2009. Assuming the same number of vehicles is towed in 2010 that would equate to \$7,110 in new city revenue. This proposal does not impact the existing \$180 tow release fee already authorized by resolution.

**ATTACHMENTS:**

Exhibit A: Ordinance adding Chapter 9.16 Police Towing Services

**CONCLUSION:**

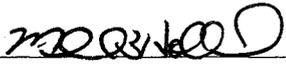
Staff recommends the City Council adopt the city-initiated amendments to Title 9, adding Chapter 9.16 to the Newman City Code, as proposed in Exhibit A.

Respectfully submitted,



Adam McGill, Chief of Police

**REVIEWED/CONCUR:**



Michael Holland, City Manager

ORDINANCE NO. 2010-

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWMAN  
AMENDING TITLE 9 POLICE REGULATIONS - OF THE NEWMAN CITY CODE**

The City Council of the City of Newman does ordain as follows:

Section 1.

That Title 9 of the Newman City Code be amended to add the following sections:

Chapter 9.16 Police Towing Services

GENERAL PROVISIONS

9.16.10. Purpose.

The city council finds that it is in the public interest that this article be enacted to prescribe basic regulations for the operation of those towing services in the city participating in a rotation system for the removal of and towing away of motor vehicles which are seized and impounded pursuant to a criminal investigation, which are parked illegally, which are abandoned, which are involved in an accident, or which constitute an obstruction to traffic because of mechanical failure. It is the purpose of the city council in enacting these regulations to provide a fair and impartial means for the Newman Police Department to distribute requests for towing services among qualified firms and to ensure that such service is prompt, reasonably priced, and in the best interests of the public health, safety and welfare.

9.16.20. Definitions.

The following words and phrases used in this article shall have the following meanings:

(a) "Abandoned vehicles rotation list" means a list maintained by the Newman Police Department of operators from which the police department will make calls for towing services for the purpose of removing abandoned vehicles as authorized by the California Vehicle Code, from public to private property.

(b) "Attendant" means an employee of an operator qualified by knowledge and experience to operate a tow car or tow truck.

(c) "Operator" means any person, firm, corporation or association engaged in the business of towing motor vehicles.

(d) "Rotation list" means a list maintained by the police department of operators from which the police department will make calls for towing services on a sequential basis.

(e) "Tow car" or "tow truck" means a motor vehicle as defined in Section 615 of the Vehicle Code of the State of California.

(f) "Towing service" means the business of operating tow cars and/or tow trucks in the city for the purpose of towing, moving or removing vehicles from, over, or on the public streets thereof.

9.16.30. Applicability.

Except as hereinafter provided, the provisions of this article shall be applicable to those towing service operators who are placed on the rotation list or abandoned vehicle rotation list for towing service authorized by this article.

9.16.40. Unlawful responses.

It is unlawful for any person, towing service operator or the agent, attendant or other employee of a towing service operator, whether or not on the rotation list, to respond to any police radio call for the purpose of removing from the public streets and towing away any vehicle subject to the provisions of

this article unless specifically requested to do so by an officer or representative of the Newman Police Department.

9.16.50. Unlawful solicitation.

It shall be unlawful for any person, towing service operator, or the agent, attendant or other employee of a towing service operator, whether or not on the rotation list, to solicit any towing service work which is regulated by this article without first having been requested by the owner or operator of the vehicle or by an officer or representative of the Newman Police Department to provide such towing service work.

9.16.16. Rotation list.

Within sixty days after the effective date of this article,\* the chief of police shall establish and thereafter maintain a rotation list of towing service operators. Such rotation service operators who make application and meet the requirements of this article shall be included on the list. Each operator of a towing service placed on the rotation list shall execute an agreement with the city to comply with all of the provisions of this article.

9.16.70. Abandoned vehicle rotation list.

Within sixty days after the effective date of this article, the chief of police shall establish and thereafter maintain an abandoned rotation list of towing service operators who have agreed to remove abandoned vehicles as authorized by the California Vehicle Code. Such list shall be compiled by the chief of police and consist of the towing service operators that meet the requirements of this article. Each operator of a towing service placed on the abandoned vehicle rotation list shall sign an agreement to comply with all of the provisions of this article.

9.16.80. Abandoned vehicles.

In the event that no towing service operator agrees to be placed on the abandoned vehicle rotation list, then all tow service operators that are on the rotation list will be required to provide towing services to remove abandoned vehicles as directed by the police department.

9.16.90. Towing service operator.

(a) Application: Each operator of a towing service desiring assignment to the rotation list or abandoned vehicle rotation list shall pay a fee as set by resolution of the city council. Applications shall be filed on forms supplied by the Newman Police Department, which shall be signed by the applicant under penalty of perjury and shall contain the following information:

- (1) The name, residence address and telephone number of the applicant. If the applicant is a partnership, the name, residence address and telephone number of each partner. If the applicant is a corporation, the name, residence address and telephone number of each director, each officer and the general manager;
- (2) The applicant's date of birth, weight, height, color of eyes and hair. If the applicant is a partnership, the date of birth, weight, height, color of eyes and hair of each partner. If the applicant is a corporation, the date of birth, weight, height, color of eyes and hair of each director, each officer and the general manager;
- (3) The name under which the towing service operates and the business address and telephone number of the towing service;
- (4) The make, year, model, color and license number of every tow truck that will be operated by the towing service;
- (5) The name of each city, county and state, including the specific addresses therein, in which the applicant has been engaged in or has conducted a towing service, or has been employed as a towing service operator or attendant within the last five years. If the applicant is a partnership, such

information shall be provided for each partner. If the applicant is a corporation, such information shall be provided for each director, each officer and the general manager;

(6) A statement of all felonies and misdemeanors (including moving traffic violations and excluding parking violations) for which the applicant has been convicted within the five years immediately preceding the date of the application. If the applicant is a partnership, such information shall be provided for each partner. If the applicant is a corporation, such information shall be provided for each director, each officer and the general manager;

(7) Such other information as the chief of police may deem relevant and necessary to investigate and evaluate the qualifications of the applicant.

(b) Application: investigation. The chief of police shall cause to be conducted an investigation of each application by a towing service and a report of such investigation shall be attached to the applicant.

(c) Approval or rejection of application.

(1) Findings. The chief of police, upon consideration of an application by a towing service operator and the investigative reports and documents attached thereto, shall approve or reject the application in accordance with the provisions of this article.

(2) The chief of police shall approve the application by a towing service operator for consideration for assignment to the rotation list if he/she finds:

a. That the vehicles described in the application and proposed to be operated by the towing service meet the minimum standards set forth in this section;

b. That the applicant meets all of the requirements of this article and all other applicable laws and regulations;

c. That the applicant has adequate experience in the operation of a towing service;

d. That the applicant has not yet been convicted within five years immediately preceding the application of crime involving honesty, or veracity, violence, dangerous or deadly weapons, or more than once during the five year period has been convicted of the use or possession of narcotics, or for operating a vehicle under the influence of intoxicating liquor.

#### 9.16.100. Equipment—Minimum standards.

Each tow car or tow truck shall meet the following standards:

(a) Truck chassis. Vehicles shall have at least one-ton capacity with rear dual wheels or equivalent.

(b) Company name. Vehicles shall be marked as required by the California Vehicle Code.

(c) Lights. Vehicles shall at all times be equipped with lighting equipment as required by the California Vehicle Code and may be equipped with such other lights as the operator may desire which are not forbidden by law.

(d) Radio. Each vehicle shall have in good operating condition a two-way communication system approved by the chief of police, capable of communicating with the parent company dispatcher. Citizen band radios do not meet this requirement.

(e) Additional equipment. Each vehicle shall have a flashlight in operating condition, a dustpan, crowbar, pry-bar, rope or strapping implement for securing steering wheels, hammer, screwdriver, wrenches, safety chain and other miscellaneous hand tools, and shall be equipped with at least two five gallon cans of absorbent material.

(f) All other equipment as required by the California Vehicle Code.

#### 9.16.110. Inspection of tow vehicle.

All tow service operators shall obtain a tow vehicle inspection certificate from the California Highway Patrol and submit to the Newman Police Department annually.

#### 9.16.120. Driver's license—Required.

No person shall drive or be permitted to drive upon the streets of the city a tow car or tow truck regulated by this chapter unless the person shall have a current valid driver's license issued by the State of California.

9.16.130. Permitted attendant--Required.

(a) Each tow car or tow truck shall be operated by an attendant with a valid current attendant's permit issued pursuant to this article.

(b) No person shall operate or be permitted to operate a tow car or tow truck regulated by this article without first obtaining an attendant's permit to do so from the chief of police.

9.16.140. Attendant--Permit.

(a) Application. An application for attendant's permit shall be made upon forms furnished by the city, signed by the applicant under penalty of perjury, and shall contain:

- (1) The applicant's full name, present residence address, and any other residence address during the past year;
- (2) Age, date of birth, weight, height, color of eyes and hair and drivers license number;
- (3) A statement of all felonies and misdemeanors (including moving traffic violations and excluding parking violations) for which the applicant has been convicted within the five years immediately preceding application for the permit; and
- (4) A statement of past experiences as a tow car or tow truck operator or attendant, including the name and address of each employment as a towing service operator or attendant within the five years immediately preceding applicant for the permit.

(b) Application fee; fingerprints. Applicants for attendant's permits shall pay to the city a fee as set by resolution of the city council. When the application is processed, fingerprints shall be submitted as required by the Bureau of Identification, State of California. The applicant shall pay the fingerprint fee in addition to the city fee.

(c) Investigation. The chief of police shall cause to be conducted an investigation of each application for an attendant's permit; and a report of such investigation, including a copy of the traffic and police record of the applicant, if any, shall be attached to the application.

(d) Approval or rejection of application; findings.

(1) The chief of police, upon consideration of an application for an attendant's permit, and the investigation reports and documents attached thereto, shall approve or reject the application in accordance with the provisions of this article.

(2) The chief of police shall issue an attendant's permit if he/she finds that the applicant:

- a. Is the age of eighteen years or over;
- b. Is able to speak, read and write the English language;
- c. Has a safe driving record. Applicant must possess a valid California Driver's License;
- d. Has met all of the requirements of this article and all other applicable laws and regulations;
- e. Has not been convicted within the five years immediately preceding application for a permit of a crime involving honesty or veracity, or more than once during the five year period has been convicted of the use or possession of narcotics, or for operating a vehicle under the influence of intoxicating liquor.

(3) Applicant shall be rejected if:

- a. Applicant has more than two convictions for hazardous traffic violations in the prior twelve months; or
- b. Applicant has been involved in more than two accidents in which the applicant was the primary cause of the accident or significantly contributed to the cause of the accident in the prior twelve months; or
- c. Applicant has more than one conviction for a hazardous misdemeanor traffic violation in the past twelve months; or

- d. Applicant has three or more convictions or accidents in any of the above listed categories.
- e. Applicant has been convicted at any time for a crime of violence, dangerous or deadly weapons, or moral turpitude.

9.16.150. Attendant permit requirements.

The attendant's permit shall be in the form of a card which shall bear the photograph of the applicant. The card shall be carried on the person of the permittee at all times while operating a tow car or tow truck. The permit, when issued, remains the property of the Newman Police Department. If an attendant changes employment from one towing service to another, he/she shall notify the Newman Police Department of that change. If an attendant leaves the towing service for other employment he/she shall turn in the permit to the Newman Police Department.

9.16.160. Attendant-Permit-Revocation.

The chief of police may suspend or revoke any attendant's permit for the same reasons that the chief of police can deny a permit, as set forth in this article. Attendant permit holders must report all arrests, citations and accidents to the chief of police within one week of incident. Failure to do so may result in permit revocation.

9.16.170. Service permit suspension or revocation.

The chief of police may suspend or revoke any towing service from either or both rotation list(s) on any one or more of the following grounds:

- (a) That the towing service operator fails to meet the requirements for the approval of an application by a towing service operator, as set forth in this article;
- (b) That the operator has failed to operate the towing service in accordance with the provisions and requirements of this article;
- (c) That the operator has ceased to operate the towing service for a period of ten consecutive days without having obtained permission for cessation of such operation from the chief of police, except for short term absences when prior notice has been given to the police department and provisions have been made for the release of vehicles during this time; short term absences is defined as a period of time less than seven days;
- (d) That any of the operator's insurance required by this article has been cancelled, not renewed or been materially changed in coverage, terms or conditions;
- (e) That the operator has failed to respond to a towing service request made by the police pursuant to the provisions of this article; and
- (f) Failure to comply with this article when towing service has been sold to a new owner. Written notice of the reasons for removal of an operator's service from the rotation list shall be given seventy-two hours prior to actual suspension or revocation.

9.16.180. Business and storage lot requirements.

(a) Vehicle storage. Each towing service operator shall have a storage lot located within the city limits of Newman which is adequate to store not less than five vehicles. A storage building must also be available to the operator capable of storing a minimum of two vehicles. Such storage lot and building shall be enclosed by a fence or wall which is of sufficient height and strength to be capable of protecting stored vehicles and their contents from pilfering or tampering and comply with all zoning and building requirements of the city. Such fence shall be at least six feet in height and shall be provided with at least one door or gate with the bottom edge of any fence to be not more than two inches above the parking surface of the storage lot and the top edge of the fence or wall enclosure, including all gates and doors thereto, to be equipped with not less than two barbed wires installed so as to discourage access over the top of the fence or wall. All gates or buildings shall be securely locked when not in use and storage lots shall be screened from public view.

(b) Hours. Each towing service operator shall have an attendant on call, capable of responding to requests from the Newman Police Department for towing service and to citizens' requests for release of vehicles, twenty-four hours each day, seven days per week, including holidays.

(c) Insurance. Towing service operators shall maintain in full force and effect policies of public liability insurance as protection against:

- (1) Garage liability coverage providing towing and wrecker liability;
- (2) Garage keeper's legal liability or equivalent protection affording fire, theft, vandalism and malicious mischief, covering the vehicles stored and/or impounded while in the care, custody and control of the towing service operator;
- (3) Contractual liability.

(d) Worker's compensation insurance shall be carried as required by state law.

(e) Certificates of insurance evidencing such insurance as required by this article shall be filed with the police chief of the city prior to assignment of a towing service operator to the rotation list. The certificate(s) shall provide that the city shall receive a thirty day written notice prior to any cancellation, nonrenewal or any material change in coverage, terms or conditions of the policy(s).

(f) Regardless of the provisions of any other ordinances or provisions of this Code, towing service operators who participate in the rotation list or abandoned vehicle rotation list shall obtain and maintain in full force the effect liability insurance in the amount of five hundred thousand dollars for each accident and five hundred thousand dollars for injuries in any one occurrence and property damage liability in the sum of one hundred thousand dollars, naming the city and its elected officials, employees and volunteers as additional insured, and which policy shall provide that the city shall be given thirty days written notice prior to the cancellation of any such policy. Towing service operators who are insured at the above listed limits shall not carry passengers in or on their tow car or tow truck, or in the vehicles being towed, at any time while engaged in towing service pursuant to the provisions of this article.

(g) If the towing service operator elects to provide transportation for passengers as part of the towing service, the requirement for liability insurance shall be one million dollars for each accident and one million dollars for injuries in any one occurrence. The other requirements for insurance and limits of liability remain the same.

#### 9.16.190. Fees and charges.

(a) The maximum fees and charges which may be charged by towing service operators for services rendered pursuant to this article shall be established by resolution of the city council. Such rates and charges shall be established after a review of rates and charges used in comparable communities and operating data supplied by towing service operators on the rotation list established pursuant to this article. The rates and charges shall provide for extra fees in case of unusual circumstances. Towing service operators on the rotation list established pursuant to this chapter may periodically, but not more frequently than annually, request such schedule of rates and charges by review for possible adjustment.

(b) No rates, charges or other fees shall be charged for towing services provided pursuant to this article other than those authorized by the schedule of rates and charges established pursuant to this section. Each towing service operator shall keep full and complete records of all such fees and charges charged for towing service provided pursuant to the provisions of this article.

(c) Any operator placed on the rotation list herein shall remove, or provide non-towing service, at a fifty percent reduced cost or expense to the city, any disabled or damaged vehicle owned or leased by the city and which is located within or in close proximity to the city.

#### 9.16.200. Response time requirements.

Tow service operators shall respond to all calls for towing service within twenty minutes or less. If a towing service operator is unable to respond within such time and notifies the police department of that fact at the time the call for service is received, the operator will be assigned an alternate turn.

#### 9.16.210. Vehicle protection.

(a) Vehicles impounded by the Newman Police Department shall be held by the operator until the vehicle is released in writing by the police department. Contents of vehicle impounded shall not be removed without the prior written approval of the police department. Impounded vehicles shall be deemed to be in the custody of the Newman Police Department until released in writing by the Newman Police Department, and in the interim shall be stored inside a locked building. Tow service operators shall have a storage building available to the Newman Police Department that will store no less than two vehicles.

(b) The storage building must be located within the city limits. If the storage building is already filled to capacity by police department impounds, then the next operator on the rotation list having such storage facilities available will be called, without loss of rotation turn to those passed over.

#### 9.16.220. Damage appraisals.

All vehicles, except impounded vehicles, stored pursuant to the provisions of this article, shall be made available for the purpose of estimating or appraising damages by the owner of the vehicle or his/her representative during normal business hours. All vehicles shall be accessible at all times to the Newman Police Department and other law enforcement personnel. The operator may be required to assist making vehicles accessible upon request of the Newman Police Department.

#### 9.16.230. Rotation.

(a) Turn determination. Requests for towing of vehicles, emergency road service, and other similar services will be considered to be a rotation turn except when an operator or attendant requests no compensation for the services rendered or when services of a specific operator are requested by a citizen.

(b) Deviation. The police department may deviate from the normal rotation schedule if the operator next on rotation is, in the judgment of the department, incapable of or not properly equipped for handling a specific task requiring special skills or equipment. If none of the operators on the rotation list have the necessary skills or equipment to handle a specific task, the police department may request service from any other person or company capable of handling the request. (A deviation from the normal rotation for such reason shall not cause a loss of rotation turn by either the operator who was determined to be incapable or not properly equipped for handling the request or by another rotation operator who does respond.) In the event that the chief of police or his/her authorized representative determines that there is an emergency, the provisions of this article shall not apply and the Newman Police Department may obtain towing service from any source deemed appropriate.

#### 9.16.240. Appeals.

(a) Any applicant for or holder of a permit whose application is rejected or whose permit is suspended or revoked, as provided in this article, may appeal such denial to the city manager or his/her designee. Any appeal must be in written form, and be received by the city manager within ten days of the effective date of the denial, suspension or revocation. The city manager shall set a date and time at which the applicant or permit holder will have the opportunity to be heard and present evidence to the city administrator relative to the rejection, suspension or revocation. The date shall be no later than fourteen days after receipt of the appeal. Within seven days after that hearing, the city manager shall affirm, modify or reverse the rejection, suspension or revocation. If the rejection, suspension or revocation is modified or reversed, the chief of police shall take action consistent therewith.

(b) If the city manager affirms the rejection, suspension or revocation, he/she shall notify the applicant or permit holder of his decision by mail within three days of his determination. The applicant or permit holder may appeal the city manager's determination to the city council. Any appeal must be in written form, and be received by the city clerk within ten days of the effective date of the mailing of the notice of the city manager's decision. The city clerk shall then set the appeal as a public hearing item on the council agenda at a regular or special meeting of the city council. The date the appeal is set for hearing shall be no sooner than fifteen or later than forty-five days following the receipt of the appeal. During the hearing of the appeal, any person shall be entitled to be heard relative to the

rejection, suspension or revocation. If the council reverses the rejection, suspension or revocation, the chief of police shall issue or reinstate the permit.

9.16.250. Supplemental regulations.

The provisions of this article shall be deemed as supplemental to the business license tax and any other pertinent laws and ordinances of the city. The city and the Newman Police Department shall not be responsible for costs incurred by the removal of abandoned vehicles either from public or private property.

Section 2.

All other sections and provisions of Title 9, shall remain in full force and effect.

Section 3.

That a duly noticed public hearing was held by the City Council on January 26, 2010

Section 4.

This Ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of 15 days from the passage thereof shall be published at least once in the West Side Index, a newspaper of general circulation, published and circulated in the City of Newman and thenceforth and thereafter the same shall be in full force and effect.

Introduced at a regular meeting of the City Council of the City of Newman held on the 12<sup>th</sup> day of January, 2010 by Council Member \_\_\_\_\_, and adopted at a regular meeting of said City Council held on the 26<sup>th</sup> day of January, 2010 by the following vote:

AYES:  
NOES:  
ABSENT:

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Deputy City Clerk

**REPORT ON PROPOSED ORDINANCE AMENDING TITLES 5 AND 8  
OF THE NEWMAN MUNICIPAL CODE**

**RECOMMENDATION:**

It is recommended that the City Council introduce by title and waive further reading of the attached ordinance amending Titles 5 Zoning and 8 Health And Sanitation; Sections 5.01 General Zoning Provisions, 5.23 General Regulations, Conditions And Exceptions, and 8.06 Administrative Remedies, of The Newman Municipal Code.

**BACKGROUND:**

With the current housing market and high foreclosure rate, many properties are being sold. In an effort to ensure that properties abide by code standards and that buyers are aware of any/all violations with their potential purchase; staff begun research on a Real Estate Purchase ordinance. In Fall 2009, staff met to discuss a potential ordinance that would require the inspection of residential properties at the time of sale or transfer, prior to close of escrow. On December 2, 2009, staff held a public meeting and met with local realtors to discuss ideas and obtain public input.

**ANALYSIS:**

Potential property buyers need information about properties listed for sale or transfer in order to protect their welfare and legal interest during the sale or transfer of said property. This proposed ordinance is intended to assist in, but not guarantee, the disclosure of information from City records about real property within the City. It is also the purpose of this ordinance to assist the City in abating public nuisances and enforcing established building and zoning ordinances by identifying properties in need of rehabilitation or in violation of City codes.

The proposed ordinance would assist with the following:

1. Provide information to realtors regarding their listed properties
2. Notify potential buyers of any issues/violations associated with their purchase
3. Allow the City to document existing violations
4. Assist the City in abating said violations
5. Improve the overall quality of life within the City of Newman through the potential elimination of code violations and blight

As proposed, the Code will include additional definitions and require an exterior building inspection prior to the close of escrow or transfer of title for sale or exchange of residential property. This requirement will not stop the sale of a property, however, it will reiterate the responsibility of the current/new owner to remediate any code violations that exist at the subject property; including but not limited to: penalties, fees and building permits. All code enforcement will be carried out as per Chapter 8.06 of the Newman Municipal Code.

**FISCAL IMPACT:**

1. Costs associated with the adoption of this ordinance are nominal.
2. An inspection application fee in the amount of \$120.00 will be required for all inspections to offset processing and staff time costs (this fee includes one (1) re-inspection)

**CONCLUSION:**

This proposed ordinance will assist both the citizens and the City by providing important information about properties, any existing code violations and assisting in correcting said violations. Staff recommends that the Council introduce and hold the first reading of Ordinance No. 2010- amending

Titles 5 Zoning and 8 Health And Sanitation; Sections 5.01 General Zoning Provisions, 5.23 General Regulations, Conditions And Exceptions, and 8.06 Administrative Remedies, of The Newman Municipal Code.

**ATTACHMENTS:**

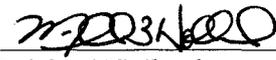
1. Exhibit A – Proposed Ordinance No. 2010-
2. Exhibit B – Draft Inspection Application Form and Report

Respectfully submitted,



Stephanie Ocasio  
Assistant Planner

**REVIEWED/CONCUR**



Michael Holland  
City Manager

**ORDINANCE NO. 2010-**

**AN ORDINANCE OF THE CITY OF NEWMAN AMENDING  
TITLES 5 ZONING AND 8 HEALTH AND SANITATION; SECTIONS 5.01 GENERAL  
ZONING PROVISIONS, 5.23 GENERAL REGULATIONS, CONDITIONS AND  
EXCEPTIONS, AND 8.06 ADMINISTRATIVE REMEDIES OF  
THE NEWMAN MUNICIPAL CODE.**

WHEREAS, the City Council is concerned about the existence of substandard dwelling units within the City of Newman that are not in compliance with the City's building, zoning and health and safety codes and/or the City's permitting requirements; and

WHEREAS, the City Council is concerned that the existence of substandard dwelling units could compromise the public peace, health and safety and quality of life for Newman residents; and

WHEREAS, the City of Newman is desirous of drafting a comprehensive policy to heighten enforcement of its code requirements and bring dwelling units into compliance with the City's municipal code; and

WHEREAS, the City's fee for a residential inspection application report is \$120, and from this point forward shall be fixed and established by Resolution of the Newman City Council; and

WHEREAS, the proposed ordinance is not defined as a project under CEQA because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NEWMAN DOES ORDAIN AS FOLLOWS:

**SECTION 1.**

Title 5, Chapter 5.01.070 of the Newman City Code is amended as follows:

**5.01.070 Definitions.**

For the purposes of this title certain terms are hereby defined. All definitions shall apply unless the context clearly indicates or requires a different meaning. Words used in the present tense shall include the future; words used in the singular shall include plural; the word "shall" is mandatory, and the word "may" is permissive. Definitions of the terms used in this title are as follows:

"A-frame sign" means a freestanding sign usually hinged at the top, or attached in a similar manner, and widening at the bottom to form a shape similar to the letter "A." Such signs are usually designed to be portable, hence they are not considered permanent signs.

"Abandoned sign" means any display remaining in place or not maintained for a period of 120 days or more which no longer advertises or identifies an ongoing business, product, or service available on the business premises where the display is located.

"Abutting" or "adjoining" means having district boundaries or lot lines in common.

"Accessory building" means a building or structure which is subordinate to, and the use of which is customarily incidental to, that of the main building, structure or use on the same site, not including arbors, patio covers, lath houses, pergolas, storage containers or similar structures. If any accessory building is attached to the main building by a common wall or connecting roof, such accessory building shall be deemed to be a part of the main building.

"Accessory residential unit (also known as secondary or second dwelling unit)" means an attached or detached dwelling unit that is located on a single lot with another primary dwelling unit and provides complete facilities for independent living for one or more persons. These facilities include permanent provisions for living, sleeping, cooking and sanitation.

"Accessory use" means a use incidental, related, appropriate and clearly subordinate to the main use of the site or building, which accessory use does not alter the principal use of the site.

"Acre, gross" means a measure of total land area of any lot including future streets, parks, and other land dedications.

"Acre, net" means the gross area of a site excluding:

1. Land to be dedicated for required rights-of-way, either public or private;
2. Land determined to be hazardous and unbuildable;
3. Land to be dedicated for schools and parks or other facilities dedicated for public use.

"Adult businesses" include the following:

1. Any business conducted for the entertainment of adults, engaged in the selling, renting, or displaying of publications depicting the specified anatomical areas or specified sexual activities described herein or other material of a sexually explicit nature.
2. A particular business at a particular location that sells, offers for sale, rents, exhibits, shows or displays specified anatomical areas or specified sexual activities in the form of a book, magazine, newspaper, pamphlet, film, video, or other form or medium, or sexually oriented devices intended for use in the specified sexual activities, which receives 25 percent or more of the gross revenue from or devotes 25 percent or more of the stock on hand or 25 percent or more of the gross floor area to such activity, is presumed to be engaging in "substantial or significant" conduct with respect to such activity.
3. Any business wherein the selling of any food or beverage served by employees engaged in partial or total nudity or exposed anatomical areas is conducted.
4. Any business conducted for the entertainment of adults wherein an employee, patron or any other person engages in or is shown specified sexual activities or exhibits or engages in partial or total nudity or otherwise exposes specified anatomical areas as set forth elsewhere in this Code.
5. Any business which, as a substantial or significant portion of its business, provides live or filmed entertainment wherein specified anatomical areas of the human anatomy are exposed.

*"Agreement of sale" means any agreement or written instrument which provides that title to any property shall thereafter be transferred from one owner to another owner, including a lease with option to buy.*

"Alley" means a public or private thoroughfare which affords a secondary means of access to abutting property.

"Alter" means to make a change in the exterior appearance or the supporting members of a structure, such as bearing walls, columns, beams, or girders, that will prolong the life of the structure. Routine maintenance is not considered an alteration.

"Animal, domestic" means a small animal of the type generally accepted as a pet, including dog, cat, rabbit, songbird, fish, and the like, but not including chicken, duck, goose, peafowl, goat, sheep, hog, horse or the like.

"Animal, exotic" means a wild animal not customarily confined or cultivated for domestic or commercial purposes but kept as a pet or for display.

"Animal hospital" means a place where animals or pets are given medical or surgical treatment and are cared for during the time of such treatment. Use as a kennel shall be limited to short-time boarding and shall be only incidental to such hospital use, and within an enclosed soundproof structure.

"Animal, large" means an adult animal larger than three and one-half feet in height or 250 pounds or more. This term includes horse, cow, and any other mammal customarily kept in a pen, corral or stable.

"Animal, small" means an animal no larger than three and one-half feet in height or less than 250 pounds. This term includes fish, bird, and any mammal customarily kept as a domestic pet within a dwelling unit.

"Animated or moving sign" means any sign which uses movement, lighting, or special materials to depict action or create a special effect or scene.

"Apartment" means any building or portion thereof which is designed and built for occupancy of four or more families.

"Arbor" means an arbor, patio cover, lath house, pergola, trellis or other similar structure without walls or a solid roof, intended specifically to enhance the appearance of the garden or which has a function relating to the use of outdoor space, but not including a house, garage, carport or storage

building; provided, that it is not located within the front-yard setback or side-yard setback area of a main building.

"Arcade" means any establishment operating or exhibiting six or more amusement devices. An amusement device is a machine operated for the purpose of gaming as a contest of skill, or for amusement of any description, for which a fee is charged.

"Attached sign" means any sign which is affixed to and made an integral part of a building or structure. Attached signs include, but are not limited to, wall signs, roof signs, and projecting signs, to distinguish them from freestanding and ground signs.

"Awning" means a temporary or permanent structure attached to, or supported by, a building, designed for aesthetics or shelter over a pedestrian or vehicular way and which may or may not project over public property.

"Balcony" means a platform that projects from the wall of a building, typically above the first level, and is surrounded by a rail, balustrade or parapet.

"Banner, flag, pennant or balloon" means any cloth, plastic, paper, or similar material used for advertising purposes attached to any structure, staff, pole, line, framing or vehicle, including captive balloons and inflatable signs but not including official flags of the United States, the State municipalities, official flags of foreign nations and nationally or internationally recognized organizations.

"Base density" means the number of dwelling units on a particular parcel of land which is in conformance with the General Plan and zoning.

"Basement" means any area of the building having its floor subgrade – i.e., below ground level – on all sides.

"Bed and breakfast inn" means an owner-occupied single-family dwelling where overnight lodging and a breakfast meal are provided to transient guests in a home atmosphere for compensation and where said accommodation is clearly subordinate to the primary residential function of the property.

"Block" means all property fronting upon one side of a street, between intersecting and intercepting streets, or between a street and railroad right-of-way, waterway, dead-end street or unsubdivided land. An intercepting street shall determine only the boundary of the block on the side of a street which it intersects.

"Blockface" means the properties abutting on one side of a street and lying between the two nearest intersecting or intercepting streets, or nearest intersecting or intercepting street, unsubdivided land, watercourse, or City boundary.

"Boardinghouse" means a dwelling other than a hotel where lodging or lodging and meals for three or more persons is provided for financial or other compensation.

"Breezeway" means a roofed, open-sided passageway connecting two structures, such as a house and a garage.

"Building" means any structure having a roof supported by columns or by walls and designed for the shelter, housing or enclosure of any person, animal, chattel or property of any kind and having a fixed location upon the ground.

"Building height" means the vertical distance from the finished grade to the highest point of the coping of a flat roof, or to the deck line of a mansard roof, or from average grade to the highest gable of a pitch or hip roof.

"Building, main" means a building in which is conducted the principal use of the lot and/or building site on which it is situated.

"Building setback line" means the minimum distance as prescribed by this title between any property line, and the closest point on the foundation or any supporting post or pillar of any building or structure related thereto.

"Building site" means a lot or parcel of land, in single or joint ownership, and occupied or to be occupied by a main building and accessory buildings, or by a dwelling group and its accessory buildings, together with such open spaces as are required by the terms of this title and having its principal frontage on a street, road, highway or waterway.

**Business Frontage.** "*Business Frontage*" The primary "business frontage" is that portion of the building elevation facing a street, parking lot or walkway in which the primary entrance to the building is located. All other business frontage is secondary business frontage. If more than one business is located in a single building, then such length shall be limited to that portion which is occupied by each individual business.

- "Business, retail" means the retail sale of any article, substance, service or commodity, within a building, but not including the sale of lumber or other building materials.
- "Business, wholesale" means the wholesale handling of any article, substance, service or commodity, but not including the handling of lumber or other building materials or the open storage or sale of any material or commodity, and not including the processing or manufacture of any product or substance.
- "Buyer" means any person, copartnership, association, corporation, fiduciary, or other legal or business entity which intends to sign an agreement or instrument which on its face appears to be legally binding or is intended to be legally binding, subject to specified conditions. Such agreement or instrument shall include, but is not necessarily limited to, a deposit receipt, seller's instructions, contract of sale, exercise of option to buy, or executed deed when there is no prior written agreement.
- "Canopy" means any fixed overhead shelter used as a roof, which may or may not be attached to a building and which does not project over public property.
- "Carport" means an accessory structure or portion of a main structure open on two or more sides designed for the storage of motor vehicles, without full enclosure.
- "Cemetery" means land used or intended to be used for the burial of the dead, and dedicated for such purposes, including columbariums, crematoriums, mausoleums and mortuaries, when operated in conjunction with and within the boundaries of such premises.
- "Charitable films" means commercials, motion pictures, television, or videotapes produced by a nonprofit organization, which qualifies under Section 501(c)(3) of the Internal Revenue Code as a charitable organization. No person, directly or indirectly, shall receive a profit from the marketing and production of the film(s) or from showing the films, tapes or photographs.
- "City" means the City of Newman.
- "City Council" means the City Council of the City of Newman.
- "Clinic" means a place for the provision of group medical services.
- "Club" means an association of persons for some common nonprofit purpose, but not including groups organized primarily to render a service which is customarily carried on as a business.
- "Collection buildings" means buildings with a gross floor area of 225 square feet or less used for the deposit and storage of recyclables.
- "College" means an educational institution offering advanced instruction in any academic field beyond the secondary level, but not including trade schools or business colleges.
- "College, trade." See "educational institutions."
- "Combining district" means any district in which the general district regulations are combined with those special districts defined in NCC 5.02.010 for the purpose of adding additional special regulations.
- "Commercial office" means any administrative or clerical office maintained as a business and any office established by a public service over which this chapter has jurisdiction.
- "Communications equipment building" means a building housing electrical and mechanical equipment necessary for the conduct of a public communication business, with or without personnel.
- "Conditional use" means a use generally compatible with other uses in a zoning district which requires individual review of its location, design, configuration and density and intensity and may require imposition of conditions to ensure the appropriateness of the use at a particular location.
- "Convalescent home." See "rest homes or homes for the aged."
- "Court" means an open, unoccupied space, other than a yard, on the same lot with a building or group of buildings and which is bounded on two or more sides by such building or buildings.
- "Coverage, lot or site" means the percentage of a site covered by a roof and any soffit, trellis, eave or overhang extending more than two and one-half feet from a wall, and/or by a deck more than 30 inches in height.
- "Cultural resource" means improvements, buildings, structures, signs, features, sites, landscapes, trees or other objects of scientific, aesthetic, educational, cultural, architectural or historical significance to the citizens of the City, the Central Valley, the Northern California region, the State as a whole, or the Nation which may be eligible for designation or designated and determined to be appropriate for historic preservation by the Architectural Review Commission, or by the City Council on appeal, pursuant to the provisions of this chapter.

~~Day, Working and Calendar.~~ "*Day, Working and Calendar*" For purposes of applying time periods within the context of this title, a period of 10 days or less will utilize a "working day" standard and 11 or more days will utilize a "calendar day" standard. A "working day" shall mean Monday through Friday except where one of these days is a recognized holiday and the City of Newman Business Offices are not open to conduct public business. "Calendar day" is considered any consecutive span of 24-hour days within a 365-day calendar.

"Deck" means a platform, either freestanding or attached to a building, that is supported by pillars or posts. See also "balcony."

"Demolition" means any act or process that destroys in whole or in part a building or structure.

"Design Review Committee" means the Architectural Review Committee of the City.

"Development" means any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

"Dilapidated sign" means any sign or element of a sign which is excessively weathered or structurally unsound, or where the copy can no longer be seen or understood by a person with normal eyesight under normal viewing conditions.

"District" means a portion of the City within which certain uses of land and buildings are permitted or prohibited and within which certain yards and other open spaces are required and certain height limits are established for buildings, all as set forth and specified in this title.

"Driveway" means a paved area on a lot necessary to provide direct access for vehicles between a street and either:

1. An area on a residential lot containing four or fewer parking spaces;
2. An aisle adjacent to parking spaces and providing access to a parking lot;
3. A loading berth; or
4. A refuse storage area.

"Dump" means a place used for the disposal, abandonment or discarding by burial, incineration or by any other means of any garbage, sewage, trash, refuse, rubble, waste material, offal or dead animals.

"Duplex." See "dwelling, two-family or duplex."

"Dwelling" means a building or portion thereof designated and used exclusively for residential occupancy, including one-family, two-family, three-family dwellings and apartments, multiple-family dwellings, but not including hotels, motels or boarding houses.

"Dwelling groups" means a group of two or more detached or semi-detached, one-family, two-family or multiple dwellings occupying a parcel of land in one ownership and having any yard or court in common.

"Dwelling, multiple" means a building or portion thereof, used and designed as a residence for four or more families living independently of each other and doing their own cooking in said building, including apartment houses, apartment hotels and flats, but not including motels, boarding houses and hotels.

"Dwelling, single-family" means a building designated for, or used to house not more than one family, including all necessary employees of such family.

"Dwelling, two-family (halfplex)" means a building designed for occupancy by two families living independently of each other, where each dwelling unit is attached and located on a lot which may be separately owned or conveyed.

"Dwelling, two-family or duplex" means a building containing not more than two kitchens, designed and/or used to house not more than two families, living independently of each other, including all necessary employees of each such family.

"Dwelling, three-family or triplex" means a building containing not more than three kitchens, designed and/or used to house not more than three families, living independently of each other, including all necessary employees of each such family.

"Dwelling unit" means one or more rooms, a kitchen, and a restroom designed for occupancy by one family for living and sleeping purposes.

"Educational institutions" means public or other nonprofit institutions conducting regular academic instruction at preschool, kindergarten, elementary, secondary and collegiate levels, and including graduate schools, universities, nonprofit research institutions and religious institutions. Such

institutions must either offer general academic instruction equivalent to the standards prescribed by the State Board of Education, confer degrees as a college or university of undergraduate or graduate standing, conduct research, or give religious instruction. This definition does not include schools, academies or institutes, incorporated or otherwise, which operate for a profit, nor does it include commercial or trade schools.

"Encroachment" means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a public roadway, street, sidewalk, right-of-way or floodplain which may impede or alter the flow capacity of a floodplain.

"Exterior (building or improvement)" means an arrangement and components of all of the outer surfaces of a building or improvement including, but not limited to, the kind, color and texture of the building materials and the type and style of all windows, doors, lights, signs and other fixtures appurtenant to such improvement.

"Family" means a reasonable number of persons occupying a dwelling, as determined by State housing code occupancy standards, living as a single housekeeping unit. A family shall be deemed to include live-in household support staff, if any.

"Fast food restaurant" means a food establishment at which customers order from a menu board and pay for food at time of order.

"Fence" means any structural device forming a physical barrier by means of hedge, wood, mesh, chain, brick, stake, plastic or other similar materials.

"Floor area, gross" means the total area of all floors in a building as measured to the outside surface of exterior walls or to the centerline of common walls. It excludes any crawl space, area used exclusively for vehicle parking or loading, breezeway, attic without floor, and any open porch, deck, balcony or terrace.

"Floor area, net" means the total area of all floors in a building as measured to the outside surface of exterior walls or to the centerline of common walls. It excludes any crawl space, area used exclusively for vehicle parking or loading, breezeway, attic without floor, and any open porch, deck, balcony or terrace. It also excludes any corridor, hallway, stairways, elevator shafts at each floor level, service and mechanical equipment rooms, and basement or attic areas having a height of more than seven feet, and, in industrial areas, storage sheds with less than 150 square feet of space, bunkers, electrical substations, smoking shelters, instrument shelters and similar enclosures.

"Floor area ratio (FAR)" means the ratio of the gross square footage of a building permitted on a lot to the net square footage of the lot.

"Freestanding pole sign" means a freestanding sign independently supported by one or more poles, columns, or uprights to be located immediately adjacent to the road right-of-way. The guideline for setback shall be 10 feet from the property line immediately abutting the road right-of-way.

"Frontage" means the property line of a site abutting on a street, other than the side line of a corner lot.

~~Frontage, Building.~~ "*Frontage, Building*" The frontage of a building is the maximum horizontal dimension of that side of a building abutting on or generally parallel to the front lot line or, in the case of a corner building, the combined maximum horizontal dimensions of the sides of the building abutting or generally parallel to the front lot line and the corner side line.

~~Frontage, Street.~~ "*Frontage, Street*" The "street frontage" is the length of the front lot line or, in the case of a corner lot, the front lot line plus the corner side lot line.

"Garage or carport" means accessible and usable covered space of not less than nine feet by 20 feet each for a storage of motor vehicles.

"Garage, repair" means a structure or part thereof, other than a private garage, where motor vehicles are repaired or painted.

"Garden structure" means an arbor, deck, fountain, lath house, pergola, raised planting bed, trellis or other similar structure intended specifically to enhance the appearance of the garden or which has a function relating to the use of outdoor space, but not including a house, garage, carport or storage building.

"General Plan" means the City of Newman General Plan, as amended.

"Grade, average" means the average level on the surface defined as the shortest distance between finished grade at the highest and lowest sides of a structure.

- "Grade, existing" means the level of the ground or pavement at a stated location as it exists prior to disturbance in preparation for a project regulated by this title.
- "Grade, finished" means the lowest point of elevation of the finished surface of the ground, paving or sidewalk within the area between the building and the property line or, when the property line is more than five feet from the building, between the building and a line five feet from the building.
- "Grade, street" means the top of the curb, or the top of the edge of the pavement or traveled way where no curb exists.
- "Guesthouse" means detached living quarters of a permanent type of construction and without kitchens or cooking facilities, and where no compensation in any form is received or paid.
- "Hazardous waste" means any waste, or combination of wastes as specified in Title 22 of the California Code of Regulations, which because of its quantity, concentration, physical, chemical or infectious characteristics may either cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating irreversible illness, or pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of, or otherwise managed.
- "Height" means the vertical dimension measured from finished grade, unless otherwise specified.
- "Height of building" means the vertical distance from the average level of the highest and lowest point of that portion of the lot covered by the building to the topmost point of the roof, excluding elevator equipment rooms, ventilating and air conditioning equipment.
- "Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
- "Highway-oriented use" means any professional, retail/commercial, or industrial use located on property within 200 feet of the State Highway 33 right-of-way.
- "Historic district" means any area containing a concentration of improvements which have a special character, historical interest or aesthetic value, which possess integrity of location, design, setting, materials, workmanship, feeling and association, or which represent one or more architectural periods or styles typical of the history of the City, and that has been designated a historic district.
- "Home occupation" means a use or activity in any R District that is incidental, secondary and in addition to the principal use of a lot or site as a residence, conducted on the site of such residence, and established in accordance with the provisions of Chapter 5.20 NCC.
- "Hotel" See "motel or hotel."
- "Household pets" means domestic animals ordinarily permitted in a place of residence, kept for company and pleasure, such as dogs, cats, domestic birds, guinea pigs, white rats, rabbits, mice and other similar animals generally considered by the public to be kept as pets, excluding fowl and not including animals maintained as part of a formal school or 4-H sponsored youth animal husbandry project. For one-family residences, three adult dogs maximum, three adult cats maximum, two adult rabbits maximum, domestic birds and other similar animals are permitted, where the total number of adult animals in one place of residence shall not exceed 10. For multiple-family residences, including mobile homes in mobile home parks, one adult dog maximum, one adult rabbit maximum, two adult cats maximum, domestic birds and other similar animals are permitted, where the total number of adult animals in one place of residence shall not exceed five. For purposes of this definition "adult" shall mean an animal that is weaned from its mother and more than six months of age.
- "Illumination, direct" means illumination by means of light that travels directly from its source to the viewer's eye.
- "Illumination, indirect" means illumination by means only of light cast upon an opaque surface from a concealed source.
- "Junk" means any old iron, brass, wire, copper, tin, lead, or any other scrap metals, and any rags, papers, trash, cardboard, bags, lumber, bottles, bones, and old parts of bicycles, tricycles, baby carriages, automobiles, other vehicles or machinery, or other scrap materials, and also bicycles, tricycles, baby carriages, automobiles, other vehicles or machinery, dismantled for salvage or "wrecked," and similar personal property ordinarily classified as junk, all regardless of whether the same is being held for sale or storage.

"Junkyard" means more than 100 square feet of the area of any lot used for the storage of junk, including scrap metals, salvage or other scrap materials, or for the dismantling or "wrecking" of automobiles or other vehicles or machinery, whether for sale or storage.

"Kennel" means any lot or premises on which four or more dogs and/or cats at least four months of age are kept, boarded or trained, whether in special buildings or runways or not. Also, it can be an establishment for the breeding of these animals.

"Kitchen" means any room or part of a room which is designed, built, used, or intended to be used for food preparation and dish washing; but not including a bar, butler's pantry or similar room adjacent to or connected with a kitchen.

"Landscape" means to plant and maintain some combination of trees, ground cover, shrubs, vines, flowers or lawn. Required landscaping may include natural features such as existing or imported rock and structural features including fountains, pools, artwork, screens, walls, fences or benches. A landscaped area may also include a walkway or concrete plaza if it is an integral part of the elements of landscaping described above. Plants on rooftops, porches, or in boxes attached to buildings are not considered landscaping.

"Landscape area" means a maintained area comprised principally of live vegetative matter (plants, shrubs, ground cover, trees, etc.) with no more than 20 percent covered by nongrowing or nonvegetative matter (rocks, bark, concrete, etc.) after three years of growth.

"Landscaping" means the placement of materials such as grass, flowers, ground cover, shrubs, hedges, trees, decorative walls and fences, and berms within a designated area.

"Lodge" means an order or society of persons organized for some common nonprofit purpose, but not including groups organized primarily to render a service which is customarily carried on as a business.

"Logo" means a trademark or company name symbol.

"Lot" means a site or parcel of land.

"Lot area" means the horizontal area within the property lines excluding public-access corridors, vehicular easements, and areas to be included in future street rights-of-way as established by easement, dedication, or ordinance.

"Lot, average width" means the average horizontal distance between the side lot line measured at right angles to the lot depth, at the required front setback line.

"Lot depth" means the average horizontal distance between the front and rear lot lines, measured in the mean direction of the side lot lines.

"Lot front" means the shortest dimension of a lot fronting on a street.

"Lot, interior" means a lot other than a corner lot.

"Lot line" means a line separating the front from a street; the side from a street or adjoining property.

"Lot rear" means the lot boundary opposite or approximately opposite the lot front; in the case of a triangular or gore-shaped lot, a line 10 feet in length, within the lot, parallel to and at the maximum distance from the front line of the lot.

"Lot side" means any lot boundary not a front or rear lot line.

"Lot, through" means a lot having frontage on two parallel or approximately parallel streets.

"Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

"Manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by this community.

~~May.~~ "May", "May" is permissive; "shall" is mandatory.

"Medical building" means clinics or offices for doctors, dentists, oculists, chiropractors, osteopaths, chiropodists or similar practitioners of the healing arts, including accessory laboratories and a prescription pharmacy, but not including offices for veterinarians.

"Mobile recycling unit" means an automobile, truck, trailer, or van, licensed by the State Department of Motor Vehicles which is used for the collection of recyclable materials, including the bins, boxes

or containers transported by trucks, vans or trailers and used for the collection of recyclable materials.

"Mobile home" means a structure having multiple sections equaling or exceeding exterior dimensions of eight feet in width and 40 feet in length, having a chassis and designed to be movable, with kitchen, bathroom and living facilities, designed for use as a single-family dwelling when connected to appropriate utility lines, with or without a permanent foundation.

"Mobile home parks" means any parcel or contiguous parcels of land under single ownership, designed or intended to be used to accommodate mobile homes on a permanent or semi-permanent basis.

"Motel or hotel" means a single building or a group of detached or semi-detached buildings containing guest rooms or guest apartments, which group is designed and used primarily for the accommodation of transient travelers.

"Motion picture and television filming" means all activity relevant to staging or shooting commercial motion pictures, television shows or programs, and commercials.

"Natural feature" means any tree, plant life, water feature, or rock outcropping.

"News media" means filming or videotaping for the purpose of spontaneous, unplanned television news broadcast by reporters, photographers or cameramen.

"Nonconforming sign" means a sign, outdoor advertising structure, or display of any character that was lawfully erected or displayed, but that does not conform with currently applicable requirements prescribed for the district in which it is located by reason of adoption or amendment of this title, or by reason of annexation of territory to the City.

"Nonconforming structure" means a structure that was lawfully erected but which does not conform with the currently applicable requirements and standards for yard spaces, height of structures, or distances between structures prescribed in the regulations for the district in which the structure is located by reason of adoption or amendment of this title, or by reason of annexation of territory to the City.

"Nonconforming use" means a lawful use of land which no longer conforms to the provisions of this title.

"Nursery school" means a school, family day care facility or the use of a site or a portion of a site for an organized program devoted to the education or day care of five or more pre-elementary school-age children, including those residents on the site.

"Nursing home" means a structure operated as a boardinghouse in which nursing, dietary and other personal services are rendered to convalescents, not including persons suffering from contagious diseases, and in which surgery is not performed and primary treatment, such as customarily is given in hospitals and sanitariums, is not provided. A convalescent home shall be deemed a nursing home.

"Off-street loading facilities" means a site or portion of a site devoted to the loading or unloading of motor vehicles or trailers, including loading berths, aisles, access drives, and landscaped areas.

"Off-street parking" means a parking area located off any public right-of-way, alley, or private street which shall be provided as required by this title.

"Off-street parking facility or lot" means a site or a portion of a site devoted to the off-street parking of motor vehicles, including parking spaces, aisles, access drives and landscaped areas.

"Office" means a business establishment for rendering of service or administration, but excluding retail sales.

"Open space – usable" means any area within a lot or parcel which is not covered with a structure.

"Ordinary maintenance and repair" means any work, for which a building permit is not required by law, where the purpose and effect of such work is to correct any deterioration of or damage to a structure or any part thereof and to restore the same to its condition prior to the occurrence of such deterioration or damage.

"Outdoor advertising structure" means any structure of any kind or character erected or maintained for outdoor advertising purposes, upon which any outdoor advertising sign may be placed, located on a site other than the site on which the advertised product is produced.

"Outdoor storage" means storage outside of a building of material not intended for immediate sale or exhibition.

"Owner" means any person, copartnership, association, corporation, fiduciary, or other legal or business entity having legal or equitable title or any interest in any residential property.

"Parking district" means a government parking district maintained by the Federal, State, County or City government, or special district.

"Parking space" means an area for parking of a motor vehicle, plus those additional areas and facilities required to provide safe access to and from said space. The area set aside for a parking space must be usable and accessible for the type of parking need that must be satisfied within the context of this title.

"Permitted" means allowed without a requirement for approval of a conditional use permit or temporary use permit.

"Person" includes any individual, City, county or City and county; partnership, corporation, cooperative, association, trust or any other legal entity, including the State of California and the Federal Government.

"Planning Commission" means the Planning Commission of the City of Newman.

"Planning Department" means the Planning Department of the City of Newman.

"Planning Director" means the Planning Director of the City of Newman.

"Porch" means a covered platform, usually having a separate roof, at an entrance to a dwelling, or an open or enclosed gallery or room, which is not heated or cooled, that is attached to the outside of a building.

"Preexisting" means in existence prior to the effective date of the ordinance codified in this chapter.

"Preservation" means the act or process of applying measures to sustain the existing form, integrity and material of a building or structure and the existing form and vegetative cover of a site.

"Private open space" means an open area outside of a building adjoining and directly accessible to a dwelling unit, reserved for the exclusive use of residents of the dwelling unit and their guests.

"Processing facility" means a building or enclosed space used for the collection and processing of recyclable material, and/or used motor oil, by such means as flattening, mechanical sorting, compacting, bailing, shredding, grinding, crushing and cleaning.

1. A light-processing facility occupies less than 45,000 square feet and includes equipment for baling, briquetting, crushing, compacting, grinding, shredding and sorting of source-separated recyclable materials, except ferrous metals other than food and beverage containers, and repairing of reusable materials.
2. A heavy-processing facility is any processing facility other than a light-processing facility.

"Project" means any proposal for new or changed use, or for new construction, alteration, or enlargement of any structure, that is subject to the provisions of this chapter.

"Public utility service yard" means a site or portion of a site on which a public utility company may store, house and/or service equipment such as service trucks and other trucks and trailers, pumps, spools of wire, pipe, conduit, transformers, cross-arms, utility poles or any other material, tool or supply necessary for the normal maintenance of the utility facilities.

"Railroad right-of-way" means a strip of land of a maximum width of 100 feet only for the accommodation of main lines or branch line railroad tracks, switching equipment and signals, but not including lands on which stations, offices, storage buildings, spur tracks, sidings, section gang and other employee housing, yards or other uses are located.

"Reconstruction" means the act or process of reproducing by new construction the exact form and detail of a vanished building, structure or object, or a part thereof, as it appeared at a specific period of time.

"Recreational vehicle" means a vehicle which is:

1. Built on a single chassis;
2. Four hundred square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light-duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Recyclable material" means reusable material including, but not limited to, metals, glass, plastic and paper which are intended for reuse, remanufacture, or reconstitution for the purpose of using the altered form. "Recyclable material" does not include refuse or hazardous materials, but may include used motor oil.

"Recycling facility" means a center for the collection and/or processing of recyclable materials.

"Rehabilitation" means the act or process of returning a property to a state of utility through repair or alteration which makes possible an efficient contemporary use while preserving those portions or features of the property which are significant to its historical, architectural and cultural values.

"Residence" means a structure containing a dwelling unit designed for occupancy or occupied by one family or more.

"Residential care facility" means a structure or dwelling unit used for residential purposes as defined in State law that is licensed by the State of California for six or fewer residents and is exempt from local regulation under the licensing provisions of State law.

*"Residential property" means any unimproved or improved real property or portion thereof situated in the City limits, designed or permitted to be used for dwelling purposes, and shall include any/all additional buildings and structures located on said real property. This includes any real property being offered for sale, trade, transfer, or exchange as residential, whether or not it is legally permitted and/or zoned for such use.*

"Rest homes or homes for the aged" means establishments or homes intended primarily for the care and nursing of invalids and aged persons, excluding cases of communicable diseases and surgical or obstetrical operations. Any premises licensed under Section 1253 or other applicable section of the Health and Safety Code of the State of California. The term shall not include nursing homes.

"Restaurant" means an establishment which serves food or beverages primarily to persons seated within the building. This includes cafes and tearooms and outdoor cafes.

"Restoration" means the act or process of accurately recovering the form and details of a property and its setting as it appeared at a particular period of time by means of the removal of later work or by the replacement of missing earlier work.

"Reverse vending machine" means an automated mechanical device that accepts at least one or more types of empty beverage containers including aluminum cans, glass and plastic bottles, and issues a cash refund or a redeemable credit slip. A "reverse vending machine" may sort and process containers mechanically; provided, that the entire process is enclosed within the machine.

1. A single-feed reverse vending machine is designed to accept individual containers one at a time.
2. A bulk reverse vending machine is designed to accept more than one container at a time and to compute the refund or credit due on the basis of weight.

"Reversed corner lot" means a corner lot, the street side of which is substantially a continuation of the front lot line of the lot upon which it rears.

"Room, habitable" means a room meeting the requirements of the Uniform Building Code and Uniform Housing Code for its intended use (e.g., sleeping, living, cooking, or dining), excluding such enclosed places as closets, pantries, bath or toilet rooms, service rooms, connecting corridors, laundries, unfinished attics, foyers, storage spaces, cellars, utility rooms, garages, and similar spaces.

"Rooming house." See "boardinghouse."

"School, elementary, middle or junior high or high" means public and other nonprofit institutions conducting regular academic instruction at kindergarten, elementary and secondary levels. Such institutions shall offer general academic instructions equivalent to the standards prescribed by the State Board of Education.

"School, private or parochial" means an institution conducting regular academic instruction at kindergarten, elementary or secondary levels, operated by a nongovernmental organization.

"Screening" means the provision of a minimum six-foot-high living or nonliving buffer designed to diffuse noise, glare and negative visual impacts. Living screening shall have a minimum depth of three feet.

"Secondary residential unit." See "accessory residential unit."

*"Seller" means any person, company, partnership, association, corporation or fiduciary having legal or equitable title of any interest in the property or the designated representative of the seller.*

"Service station" means an occupancy engaged in the retail sales of gasoline, diesel or liquefied petroleum gas fuels, oil, tires, batteries and new accessories, and which provides for the servicing of motor vehicles and operations incidental thereto, including automobile washing, incidental waxing and polishing, tire changing and repairing (but not including recapping), battery service, charging and replacement (but not including repair or rebuilding), radiator cleaning, flushing and repair,

installation of minor accessories, lubrication of motor vehicles, rental of utility trailers, and the testing, adjustment and replacement of motor parts and accessories.

"Setback line" means a line established by this title to govern the placement of buildings or structures with respect to lot lines, streets or alleys.

~~Shall.~~ "Shall", "shall" is mandatory; "may" and "should" are permissive.

"Shared open space" means an open area within a residential development reserved for the exclusive use of residents of the development and their guests.

"Shopping center" means a unified group of retail businesses and service uses on a single site with common parking facilities. A "shopping center" may include pads for future buildings.

~~Side and Front of Corner Lots.~~ "*Side and Front of Corner Lots*" For the purpose of this title the narrowest frontage of a corner lot facing the street is the "front," and the longest frontage facing the intersecting street is the "side," irrespective of the direction in which the dwelling faces.

"Sign approval" means an approval issued by the Planning Department to any person or entity authorized by this chapter to erect a sign, except as exempted. A building permit issued by the Building Department may also be required prior to a sign being lawfully erected.

"Sign area" means the entire face of a sign, including the surface and any framing, projections or molding, but not including the support structure. Where a sign consists of letters individually attached to or painted on the wall of a building or structure where there is no distinguishable frame or border, the sign area will be considered that area around all words and symbols enclosed by no more than eight lines.

#### Sign Types.

1. Business Identification Sign. A sign that serves to identify only the name and address of the premises, business, building or portion of building upon which it is located and includes no other advertising such as product lists, phone numbers and hours of operation. Such a sign may include a logo or business symbol.
2. Construction Sign. Signs located on a site during construction, which informs of new buildings, opening dates, leasing opportunities, and/or identifies the architects, engineers, contractors, and financiers.
3. Directional Sign. Any sign erected for the sole purpose of providing direction to the general public. Directional signs include, but are not limited to, signs that: denote the route to any City, community facility, historic place, or hospital; signs directing and regulating traffic; signs directing visitors to any tourist-oriented business; notices of any utility or transmission company necessary for the direction or safety of the public; and signs, notices or symbols as to the time and place of civic meetings.
4. Freestanding or Ground Sign. Any sign supported by structures or supports, placed or anchored in the ground and that is independent from any building or other structure.
5. Grand Opening Sign. A sign used by newly established businesses to inform the public of their location and services.
6. Ground Sign. A ground sign is a freestanding sign six feet or less in height.
7. Incidental Sign. A small sign pertaining to goods, products, services or facilities that are available on the premises where the sign occurs and intended primarily for the convenience of the public.
8. Nameplate Sign. A sign attached to a building that designates the name and/or address of a business, and/or the words "entrance" or "exit."
9. Marquee. A permanent roofed structure attached to and supported by a building and projecting over public property.
10. Monument Sign. A specific type of ground sign supported from grade to the bottom of the sign with the appearance of having a solid base. These signs are generally located at the primary entry points to a project, and identify the name of a center or group of buildings rather than that of an individual tenant.
11. Off-Site Advertising on Billboard. Any sign advertising an establishment, merchandise, service, or entertainment, which is not sold, produced, manufactured, or offered at the property on which the sign is located.
12. Open House Sign. A temporary sign that identifies a building for sale or lease which is open and available for inspection, and sets forth no other advertisement.

13. Portable Sign. Any sign not permanently attached to the ground or other permanent structure, or uses that depend on frequently changing events.
14. Projecting Sign. Any sign permanently attached to a building and projecting at not more than four feet over a sidewalk or other pedestrianway. A projecting sign shall be a single perpendicular plane located not less than eight feet or more than 12 feet above a sidewalk or pedestrian walkway. Projecting signs shall be made of wood or wood-like material and shall not be directly illuminated. Each sign area is limited to six square feet per face.
15. Reader Board. A sign constructed so that individual letters or other advertising material can easily be changed, used only by businesses, activities or uses that depend on frequently changing events.
16. Special Events Sign. A temporary sign advertising or pertaining to any civic, patriotic, or special event of a general public interest taking place within the County.
17. Subdivision Directional Sign. A sign providing direction to a land development project within the City.
18. Temporary Sign. Nonilluminated signs which are designed to be displayed for a short period of time; are not permanently affixed to a building or property; and/or are constructed of lightweight materials such as paper, cloth, cardboard, wallboard, etc.
19. Window Sign. Any sign that is painted, applied or attached to a window or located in such a manner that it can be seen from the exterior of the structure.

"Signs" means any device, fixture, placard, or structure that uses any color, form, graphic, illumination, symbol, or writing to advertise, announce the purpose of a person or entity, or communicate information of any kind to the public.

"Site" means a lot, or group of contiguous lots not divided by a street, other right-of-way, or City limit, that is proposed for development in accord with the provisions of this chapter, and is in a single ownership or under unified control.

"Site area" means the total horizontal area included within the property lines of a site.

"Specific plan" means a plan for a defined area that is consistent with the General Plan and with the provisions of the California Government Code authorizing specific plans.

"Storage containers" shall mean any container (metal or otherwise) previously used as a shipping/cargo container, including but not limited to: all trailers and/or shipping containers manufactured with or without axles and wheels; boxcars; box vans that have been disconnected from a chassis; busses; cargo containers; mobile storage trailers; passenger coaches; "portable on-demand storage structures (PODS)"; semi-truck trailers; storage structures or cargo boxes designed or once serving as commercial shipping or truck trailers or boxes; shed-like containers; streetcar bodies or similar enclosures and rolling stock; temporary storage units; tents; trains; truck/tractor trailers; the parking of tractor-trailers or separate tractors or cargo boxes and/or any and all other portable structure that can be or is used for the storage of personal property of any kind or other similar use as determined by the Community Development Department.

"Story" means the portion of a building included between the upper surface of a floor and the upper surface of the floor next above. The topmost story is that portion of a building included between the upper surface of the topmost floor and the ceiling of the roof above.

"Story, half" means any story in which the floor area covers less than half of the building footprint. If the finished floor level directly above a usable or unused under-floor space is more than six feet above grade for more than 50 percent of the total perimeter or is more than 12 feet above grade at any point, such usable or unused under-floor space shall be considered a story.

"Street" means a public thoroughfare which affords principal means of access to abutting property, including avenue, place, way, drive, lane, boulevard, highway, road and any other thoroughfare except an "alley" as defined herein.

"Street line" means the boundary between a street right-of-way and property.

"Structural alterations" means any change in the supporting members of a structure, such as bearing walls, columns, beams or girders.

"Structure" means anything constructed or erected, the use of which requires location on or in the ground, or attachment to something having location on the ground, excluding swimming pools, driveways, patios, parking spaces or nonpermanent structures such as tool sheds, hot tubs, spas and similar movable structures.

"Swimming pools, fish ponds and hot tubs" means water-filled enclosures having a depth of 18 inches or more used for swimming or recreation or as a landscape feature.

"Trailer court" means land or premises used or intended to be used, let or rented for occupancy by one or more trailers, camp cars or movable dwellings, rooms or sleeping quarters of any kind, including trailer parks and mobile home parks.

"Trailer sales lot" means an open area where trailers are sold, leased or rented, and where no repairs, repainting or remodeling are done.

"Trailer, utility" means a vehicle with or without motive power, designed and constructed to travel on the public thoroughfares in accordance with the provisions of the State Vehicle Code, and to be used only for carrying property.

"Transmission line" means an electric power line bringing power to a receiving or distribution substation.

"Travel trailer" means a vehicle with or without motive power, designed and constructed to travel on the public thoroughfares in accordance with provisions of the State Vehicle Code, designed for human habitation, with no footing or foundation other than wheels and temporary stabilizing units, with exterior dimensions less than eight feet in width and less than 40 feet in length. The terms "camper" and "motor home" are included within the meaning of the term "travel trailer."

"Travel trailer parks" means a parcel, or contiguous parcels of land under single ownership, designed or intended to be used to accommodate travel trailers on a transient basis (one month continuous occupancy or less).

"Use" means the purpose for which land or a building is designed, arranged or intended or for which either land or building is or may be occupied or maintained.

"Use, accessory" means a use incidental or subordinate to and devoted exclusively to the main use of a lot or a building located on the same lot.

"Use, conditional" means a use which is listed as a conditional use in any given district in this title. Conditional uses may be required to meet certain requirements as a condition precedent to the granting of a use permit which will allow the establishing of a conditional use in any given district.

"Use, permitted" means a use which is listed as a permitted use in any given district in this title. Permitted uses need not meet special requirements as a condition precedent to be allowed to establish in a given district.

"Used" means arranged, designed, constructed, altered, rented, leased, sold, occupied, and intended to be occupied.

"Visible" means capable of being seen (whether or not legible) by a person of normal height and visual acuity walking or driving on a public road.

"Visitor-serving use" means a use that is oriented toward serving the traveling public including, but not limited to, hotels, motels, gas stations, and restaurants.

"Wetland" means an area that is inundated or saturated by water or ground water at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

"Window, required" means an exterior opening in a habitable room meeting the area requirements of the Uniform Building Code and Uniform Housing Code.

"Yard" means an open space other than a court on the same lot with a building, which open space is unoccupied and unobstructed from the ground upward.

Yard Types.

1. Corner Side Yard. A side yard on the street side of a corner lot.
2. Yard, Front. A yard extending across the front of the lot between the side lot lines and measured from the front line of the lot to the nearest line of the building; provided, however, that if any Official Plan line has been established for the street upon which the lot faces, the front yard measurement shall be taken from such Official Plan line to the nearest line of the building.
3. Yard, Rear. A yard extending across the full width of the lot and measured between the rear line of the lot and the nearest line of the main building.
4. Yard, Side. A yard between the side line of the lot and the nearest line of the building and extending from the front line of the lot to the rear yard.

"Zoning Ordinance" means the Zoning Ordinance of the City of Newman, as amended. (Ord. 2009-8 § 1, 7-28-2009; Ord. 2000-1 §§ 1, 2, 3, 5-23-2000; Ord. 97-17, 10-28-1997)

## SECTION 2.

A new section 5.23.160 entitled "Residential Resale Inspection Program" shall be added to Title 5, Section 5.23 General Regulations, Conditions and Exceptions, of the Newman Municipal Code.

### *Residential Resale Inspection Program*

- A. *Intent. The City Council of the City of Newman finds that citizens and potential property owners need information about property proposed for sale or transfer in order to protect their welfare and legal interest during the sale or transfer of property. It is one of the purposes of this section to assist in, but not guarantee, the disclosure of information from City records about real property within the City. It is also the purpose of this section to assist the City in abating public nuisances and enforcing established building and zoning ordinances by identifying properties in violation of the City codes.*
- B. *Disclosure Report Required. Prior to the close of escrow or transfer of title for sale or exchange of any residential real property, the seller or his/her designee shall obtain, from the City, a Residential Resale Inspection report that describes the legal use, occupancy, zoning classification and any potential code violations of such property and all other pertinent information thereto.*
- C. *Issuance of the Report. Upon application of the seller or his/her designee on a form prescribed by the City and the payment of a fee established by resolution of the City Council; the community development and building departments shall review pertinent City records insofar as they are available, inspect the exterior of the subject property after the receipt of a completed application, and make available to the applicant within ten business days a report which contains the following information about the subject property insofar as it is available as of the date the report is issued:*
- 1. The street and assessor's parcel number;*
  - 2. The zoning classification as set forth in the Municipal Code;*
  - 3. The type of occupancy as indicated and established by permit of record;*
  - 4. A determination whether the property is located within a special flood hazard area and/or floodway.*
  - 5. Any apparent violations of applicable codes and regulations existing upon the subject property and its improvements which are of record or are revealed in the course of an exterior inspection by City.*
- Errors or omissions in said report shall not bind or stop the City from abating any dangerous defects on the property by legal action against the seller, buyer, or any subsequent owner. Said report does not address guarantee of the structural stability of any existing building, nor does it relieve the owner, his agent, architect, or builder from designing and building a structurally stable building which meets the requirements of adopted codes and ordinances. Said report shall be valid only as to the specific transaction for which the inspection and review of the records was made by the City, provided, however, that, in the event said transaction is not consummated, the report shall be valid for a period of 180 days on the condition that, if a subsequent transaction is arranged during that period, the property shall again be inspected by City and a supplemental report issued, if necessary, without charge to the owner.*
- D. *Delivery of Report. The report shall be delivered by the seller to the buyer of the property prior to the close of escrow or transfer of the property. The buyer shall execute a receipt on a form furnished by the City and seller shall deliver either by hand delivery or first class mail said receipt to the Community Development Department or its authorized representative as evidence of compliance with the provisions of this chapter.*

- E. *Exceptions. The provisions of this chapter shall not apply to the following:*
1. *The first sale of a newly constructed and previously unoccupied residential building within six months after final inspection by the City.*
  2. *Sales administered by courts of law; such as probate sales, sales on execution of a judgment, sales in bankruptcy, joint-tenancy terminations on account of death, transfer between spouses or between kindred of the first degree.*
- F. *Sale or Exchange of Residential Property. No sale or exchange of residential property shall be invalidated solely because of the failure of any person to comply with any provisions of this section unless such failure is an act or omission which would be a valid ground for rescission of such sale or exchange in the absence of this section.*
- G. *Penalties. In cases where the seller fails to provide the report in accordance with the provisions of this chapter, a penalty in an amount to be determined by resolution of the City Council shall be imposed upon seller. Any person violating any provisions of this chapter shall be guilty of an administrative violation.*
- H. *Enforcement. Code violations and abatements shall be addressed/administered as per Chapter 8.06 of the Newman Municipal Code.*
- I. *Nonliability of the City. The issuance of the residential resale report is not a warranty or representation by the City that the subject property or its present use is or is not in compliance with the law. The City does not represent or warrant that the information contained in the report will be complete and/or accurate. Neither the enactment of this chapter nor the preparation of and delivery of any report required hereunder shall impose any mandatory duty upon the City to completely and accurately inspect the exterior of said subject property, report the information from its records or impose any liability upon the City for any errors or omissions contained in said report. All persons receiving report should independently verify the information contained therein before relying upon it.*

### SECTION 3.

Title 8 Health and Sanitation, Chapter 8.06 Administrative Remedies of the Newman City Code is amended as follows:

#### 8.06.010 Findings and determination.

- A. This chapter is developed based upon the firm belief that the current and future values and the general health, safety and welfare of the community are affected significantly by the appearance and maintenance of real property and property values, and that implementation of this chapter will avoid further deterioration of neighborhoods and commercial centers, and will be of benefit to the community as a whole.
- B. There is currently existing within the City real property, both improved and unimproved, that is in a state of deterioration or disrepair as to cause a depreciation of the value of surrounding property or to be materially detrimental to nearby properties and improvements.
- C. The purpose and intent of this chapter is:
1. To enhance and promote the maintenance of real property, both improved and unimproved, and by so doing, improve the livability, appearance, and the social and economic conditions of the community;
  2. To define as public nuisances and violations of this Code those conditions which are considered harmful and/or deleterious to the public health, safety and welfare of the citizens of the City;
  3. To establish guidelines for the correction of property violations and nuisances which afford due process and procedural guarantees to affected property owners;

4. To provide for administrative remedies, which are in addition to all other legal remedies, criminal or civil, which may be pursued by the City to address any violation of this Code; and
5. To utilize the sanctions and penalties of this chapter as a last resort only after reasonable efforts at resolving disputes by educational and nonconfrontational means have been employed; it being recognized that voluntary compliance is preferred over all other remedies. (Ord. 2006-3 § 1, 8-8-2006)

8.06.020 Compliance order.

- A. Whenever a Director, Code Enforcement Officer, or other person charged with code enforcement, determines that a violation of any provision of the Municipal Code is occurring or exists, the Director, Code Enforcement Officer, or other person charged with code enforcement, may issue a written compliance order (CO) to any person responsible for the violation.
- B. A CO issued shall contain the following information:
  1. The date and location of the violation;
  2. The section of this Code violated and a description of the violation;
  3. A description of the action(s) necessary to abate the unlawful condition(s);
  4. The date by which compliance shall be achieved;
    - a. Include a statement notifying the responsible party that penalties will begin to accrue if compliance with the CO has not been achieved;
  5. Either an explanation of the consequences of noncompliance and a description of the hearing procedure and appeal process or a copy of this chapter of the Code. (Ord. 2006-3 § 1, 8-8-2006)

8.06.030 Hearing.

- A. If it is determined that all violations have been corrected within the time specified, no further action shall be taken.
- B. If full compliance is not achieved with the time specified in the CO, the director shall set a hearing before the Hearing ~~Board~~ *Officer or his/her designee*.
- C. ~~The Secretary of The Hearing Board~~ *Officer or his/her designee* shall cause a written notice of hearing to be served on the violator and, where real property is involved, a notice shall be served on the property owner (per the latest County assessment roll). (Ord. 2006-3 § 1, 8-8-2006)

8.06.040 Notice of hearing.

- A. Every notice of hearing shall contain the date, time and place at which the hearing shall be conducted by the Hearing Board.
- B. Each hearing shall be set for a date not less than 15 days nor more than 60 days from the date of the notice of hearing. The Director may determine that the matter is urgent or that good cause exists for an extension of time.
- C. This hearing serves to provide the full opportunity of a person subject to a compliance order to object to the determination that a violation has occurred and/or that a violation has continued to exist. The failure of any person subject to the CO to appear at the hearing shall constitute a failure to exhaust administrative remedies. (Ord. 2006-3 § 1, 8-8-2006)

8.06.050 Hearing – Findings and order.

- A. At the place and time set forth in the notice, the Hearing ~~Board~~ *Officer or his/her designee* shall conduct a hearing on the compliance order issued.
- B. The ~~Board~~ *Officer or his/her designee* shall consider any written or oral evidence consistent with the rules and procedures regarding the violation and compliance by the violator or by the real property owner.
- C. Within a reasonable time following the conclusion of the hearing, the ~~Board~~ *Officer or his/her designee* shall make findings and issue its determination regarding:
  1. The existence of the violation;
  2. The failure of the violator or owner to take required corrective action within the required time period.

- D. The ~~Board~~ *Board Officer or his/her designee* shall issue written findings for each violation. The findings shall be supported by evidence received at the hearing.
- E. If the ~~Board~~ *Board Officer or his/her designee* finds by a preponderance of the evidence that a violation has occurred and that the violation was not corrected within the time period specified in the CO, the ~~Board~~ *Board Officer or his/her designee* shall issue an administrative order.
- F. If the ~~Board~~ *Board Officer or his/her designee* finds that no violation has occurred or that the violation was corrected within the time period specified in the CO, the ~~Board~~ *Board Officer or his/her designee* shall issue a finding of those facts. (Ord. 2006-3 § 1, 8-8-2006)

8.06.060 Administrative order.

If the Hearing ~~Board~~ *Board Officer or his/her designee* determines that a violation occurred which was not corrected within the time period specified in the CO, the ~~Board~~ *Board Officer or his/her designee* shall issue an administrative order imposing any or all of the following:

- A. An order to correct, including a schedule for correction where appropriate;
- B. Administrative penalties;
- C. Administrative costs. (Ord. 2006-3 § 1, 8-8-2006)

8.06.070 Administrative penalties.

- A. The Hearing ~~Board~~ *Board Officer or his/her designee* may impose administrative penalties for the violation of any provision of the Municipal Code in an amount not to exceed a maximum of \$2,500 per day for each ongoing violation, except that the total administrative penalty shall not exceed \$100,000, exclusive of administrative costs, interest and restitution for compliance re-inspections, for any related series of violations.
- B. In determining the amount of the administrative penalty, the ~~Board~~ *Board Officer or his/her designee* may take any or all of the following factors into consideration:
  - 1. The duration of the violation;
  - 2. The frequency, recurrence and number of violations, related or unrelated, by the same violator;
  - 3. The seriousness of the violation;
  - 4. The good faith efforts of the violator to come into compliance;
  - 5. The economic impact of the violation on the violator;
  - 6. The impact of the violation on the community;
  - 7. Such other factors as justice may require.
- C. Administrative penalties imposed by the ~~Board~~ *Board Officer or his/her designee* shall accrue from the date specified in the CO and shall cease to accrue on the date the violation is corrected, as determined by the Director or ~~Board~~ *Board Officer or his/her designee*.
- D. The ~~Board~~ *Board Officer or his/her designee*, in its discretion, may suspend the imposition of applicable penalties for any period of time during which:
  - 1. The violator has filed for necessary permits; and
  - 2. Such permits are required to achieve compliance; and
  - 3. Such permit applications are actively pending before the City, State, or other appropriate governmental agency.
- E. Administrative penalties assessed by the ~~Board~~ *Board Officer or his/her designee* shall be due by the date specified in the administrative order.
- F. Administrative penalties assessed by the ~~Board~~ *Board Officer or his/her designee* are a debt owed to the City and, in addition to all other means of enforcement, if the violation is located on real property, may be enforced by means of a lien against the real property on which the violation occurred.
- G. If the violation is not corrected as specified in the ~~Board~~ *Board Officer or his/her designee's* order to correct, administrative penalties shall continue to accrue on a daily basis until the violation is corrected, subject to the maximum amount.
- H. If the violator gives written notice to the Director that the violation has been corrected and if the Director finds that compliance has been achieved, the Director shall deem the date the written notice was postmarked or personally delivered to the Director or the date of the final inspection, whichever first occurred, to be the date the violation was corrected. If no written notice is

provided to the Director, the violation will be deemed corrected on the date of the final inspection. (Ord. 2006-3 § 1, 8-8-2006)

8.06.080 Administrative costs.

- A. The Hearing ~~Board~~ *Officer or his/her designee* shall assess administrative costs against the violator when it finds that a violation has occurred and that compliance has not been achieved within the time specified in the CO.
- B. The administrative costs may include any and all costs incurred by the City in connection with the matter before the Hearing ~~Board~~ *Officer or his/her designee* including, but not limited to, costs of investigation, staffing costs incurred in preparation for the hearing itself, and costs for all re-inspections necessary to enforce the CO. (Ord. 2006-3 § 1, 8-8-2006)

8.06.090 Failure to comply with administrative compliance order.

Failure to pay the assessed administrative penalties and administrative costs specified in the administrative order of the Hearing ~~Board~~ *Officer or his/her designee* may be enforced as:

- A. A personal obligation of the violator; and/or
- B. If the violation is in connection with real property, a lien upon the real property. The lien shall remain in effect until all of the administrative penalties, interest and administrative costs are paid in full. (Ord. 2006-3 § 1, 8-8-2006)

8.06.100 Right to judicial review.

Any person aggrieved by an administrative order of the Hearing ~~Board~~ *Officer or his/her designee* may obtain review of the administrative order in the Superior Court by filing with the Court a petition for writ of mandate. (Ord. 2006-3 § 1, 8-8-2006)

8.06.110 Recovery of administrative civil penalties.

The City may collect the assessed administrative penalties and administrative costs by use of all available legal means, including recordation of a lien. (Ord. 2006-3 § 1, 8-8-2006)

8.06.120 Report of compliance after administrative order.

If the Director determines that compliance has been achieved after a compliance order has been sustained by the Hearing ~~Board~~ *Officer or his/her designee*, the Director shall file a report indicating that compliance has been achieved. (Ord. 2006-3 § 1, 8-8-2006)

8.06.130 Compliance disputes.

- A. If the Director does not file a report pursuant, a violator who believes that compliance has been achieved may request a compliance hearing before the Hearing ~~Board~~ *Officer or his/her designee* by filing a request for a hearing ~~with the Secretary of the Board~~.
- B. The hearing shall be noticed and conducted in the same manner as a hearing on a compliance order.
- C. The ~~Board~~ *Officer or his/her designee* shall determine if compliance has been achieved and, if so, when it was achieved. (Ord. 2006-3 § 1, 8-8-2006)

8.06.140 Lien procedure.

- A. Whenever the amount of any administrative penalty and/or administrative cost imposed by the Hearing ~~Board~~ *Officer or his/her designee* pursuant to this chapter in connection with real property has not been satisfied in full within 90 days and/or has not been successfully challenged by a timely writ of mandate, this obligation may constitute a lien against the real property on which the violation occurred.
- B. The lien provided herein shall have no force and effect until recorded with the County Recorder. Once recorded, the administrative order shall have the force and effect and priority of a judgment lien governed by Section 697.340 of the Code of Civil Procedure and may be extended as provided in Sections 683.110 to 683.220, inclusive, of the Code of Civil Procedure.
- C. Interest shall be accrued on the principal amount of the judgment remaining unsatisfied pursuant to law.

- D. Prior to recording any such lien, the Director of Finance shall prepare and file with the City Clerk a report stating the amounts due and owing.
- E. The City Clerk shall fix a time, date, and place for hearing such report and any protests or objections thereto by City Council.
- F. The Director of Finance shall cause written notice to be served on the property owner not less than 10 days prior to the time set for the hearing. Such notice shall be served as provided (see NCC 8.06.040). (Ord. 2006-3 § 1, 8-8-2006)

8.06.150 Public hearing and protests.

- A. Any person whose real property is subject to a lien pursuant to NCC 8.06.140 may file a written protest with the City Clerk and/or may protest orally at the City Council meeting.
- B. Each written protest or objection must contain a description of the property in which the protesting party is interested and the grounds of such protest or objection.
- C. The City Council, after the hearing, shall adopt a resolution confirming, discharging or modifying the amount of the lien. (Ord. 2006-3 § 1, 8-8-2006)

8.06.160 Recording the lien.

Thirty days following the adoption of a resolution by the City Council imposing a lien, the City Clerk shall file the same as a judgment lien in the Office of County Recorder of Merced County, California. The lien may carry such additional administrative charges as set forth by the resolution of the City Council. (Ord. 2006-3 § 1, 8-8-2006)

8.06.170 Satisfaction of lien.

Once payment in full is received by the City for outstanding penalties and costs, the Director of Finance shall either record a notice of satisfaction or provide the property owner or financial institution with a notice of satisfaction so they may record a notice with the Office of the County Recorder. Such notice of satisfaction shall cancel the City's lien. (Ord. 2006-3 § 1, 8-8-2006)

SECTION 4.

All other sections and provisions of Titles 5 and 8 shall remain in full force and effect.

SECTION 5.

That a duly noticed public hearing was held by the City Council.

SECTION 6.

This Ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of 15 days from the passage thereof shall be published and circulated in the City of Newman and thenceforth and thereafter the same shall be in full force and effect.

Introduced at a regular meeting of the City Council of the City of Newman held on the 26<sup>th</sup> day of January, 2010 by Councilmember \_\_\_\_\_, and adopted at a regular meeting of said City Council held on the 9<sup>th</sup> day of February, 2010 by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor of the City of Newman

\_\_\_\_\_  
Deputy City Clerk



**IMPORTANT INFORMATION, PLEASE READ:**

This application is for a Residential Resale Inspection on residential property to be sold or transferred in ownership. An inspection must be completed prior to transfer of title (closing). The property can be inspected anytime during the selling process, however it is recommended that the inspection be done prior to listing/advertising the property for sale. Arranging for the inspection is the responsibility of the owner or owner's representative.

Inspections are done to ensure that potential buyers protect their welfare and legal interest during the sale or transfer of property in addition to assisting the City in abating public nuisances and enforcing established building and zoning ordinances by identifying properties in violation of City code(s). (NMC §5.23.160.A)

**Delivery of Report**

The report shall be delivered by the seller to the buyer of the property prior to the close of escrow or transfer of the property. The buyer shall execute a receipt on a form furnished by the City and seller shall deliver either by hand delivery or first class mail said receipt to the Community Development Department or it's authorized representative as evidence of compliance with the provisions of NMC §5.23.160.D.

**Nonliability of the City**

The issuance of the residential resale report is not a warranty or representation by the City that the subject property or its present use is or is not in compliance with the law. The City does not represent or warrant that the information contained in the report will be complete and/or accurate. Neither the enactment of this chapter nor the preparation of and delivery of any report required hereunder shall impose any mandatory duty upon the City to completely and accurately inspect the exterior of said subject property, report the information from its records or impose any liability upon the City for any errors or omissions contained in said report. All persons receiving report should independently verify the information contained therein before relying upon it (NMC §5.23.160.I).

I hereby understand and agree to the aforementioned set forth by the NMC §5.23.160

INITIALS: \_\_\_\_\_

I hereby apply for a Residential Resale Inspection and I acknowledge that the information above is complete and accurate and that any/all necessary compliance work will be completed per all applicable codes and ordinances. The foregoing information is true and correct to the best of my knowledge and belief. The undersigned hereby acknowledges the requirements as set forth in the Newman Municipal Code and agree to comply with all County and State Laws. (BOTH MUST SIGN)

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
PROPERTY OWNER SIGNATURE  
(If Different Than Applicant)

**For Office Use Only:**

Applicant/Property Owner Signature(s)?

Yes  No

Inspection Date: \_\_\_\_\_

Pass?  Yes  No

Is application complete?

Yes  No

Re-Inspection Date: \_\_\_\_\_

Pass?  Yes  No

Receipt #: \_\_\_\_\_

Date Report Provided to Owner/Applicant: \_\_\_\_\_

Inspection #: 20\_\_ - \_\_

Proof of Delivery and Receipt of Report?

Yes  No



**LAND USE REPORT**

Address: \_\_\_\_\_

Zoning: \_\_\_\_\_ General Plan Designation: \_\_\_\_\_

Flood zone?  Yes  No - If yes, FEMA FIRM #: \_\_\_\_\_ Effective Date: September 26, 2008

According to the zoning ordinances and regulations of the \_\_\_\_ District, the use of the subject property is a:

- Permitted Use by Right
- Permitted Use by Special/Specific Use Permit (see comments, or attached approval documentation)
- Permitted Use by Conditional Use Permit (see comments, or attached approval documentation)
- Legal Non-Conforming Use (use was existing prior to the adoption of the zoning ordinance/code)
- Non-Permitted Use

Information regarding variances/special permits/exceptions, ordinances or conditions:

- There do not appear to be any variances, special permits/exceptions, ordinances or conditions that apply to the subject property.
- The following applies to the subject property:
  - Variance
  - Special Permit/Exception
  - Ordinance
  - Conditions

Comment(s): \_\_\_\_\_  
\_\_\_\_\_

Additional comments regarding the subject property (if any): \_\_\_\_\_  
\_\_\_\_\_

This information was researched on \_\_\_\_\_ 20\_\_\_\_ by the City of Newman Community Development Department. The undersigned certifies that the above information contained herein is believed to be accurate. The undersigned/City assumes no liability for errors and omissions. All information was obtained from public records, which may be inspected during regular business hours.

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

Name & Title: Stephanie Ocasio, Assistant Planner

E-Mail: socasio@cityofnewman.com

Phone: (209) 862-3725 ext. 17

**DELIVERY AND RECEIPT OF REPORT**

This report shall be delivered by the seller to the buyer of the property prior to the close of escrow or transfer of the property. The buyer shall execute the receipt below and seller shall deliver either by hand delivery or first class mail this receipt to the Community Development Department or it's authorized representative as evidence of compliance with the provisions of NMC §5.23.160.D.

***Acknowledgement Of Delivery***

My signature below verifies that I have delivered a copy of the Residential Resale Inspection Report for: \_\_\_\_\_, Newman, CA 95360 to \_\_\_\_\_ on: \_\_\_\_\_, 20\_\_.

Seller/Representative's signature: \_\_\_\_\_ Date: \_\_\_\_\_

***Acknowledgement Of Receipt***

My signature below verifies that I have received a copy of the Residential Resale Inspection Report for: \_\_\_\_\_, Newman, CA 95360.

Buyer(s) signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

For Office Use Only: Inspection Date: \_\_\_\_\_ Inspection #: 20\_\_ - \_\_\_\_ Date Report Provided to Owner/Applicant: \_\_\_\_\_

Honorable Mayor and Members  
of the Newman City Council

**REPORT ON REVISED FIRST-TIME HOMEBUYER PROGRAM (FTHB)**

**RECOMMENDATION:**

It is recommended that the City Council approve the First-Time Homebuyer Program and authorize staff to administer said program.

**BACKGROUND:**

In 2004, through the attainment of a CDBG grant, the City of Newman established a Homebuyer Assistance and Housing Rehabilitation Program; both of which were administered through Self-Help Enterprises. The grant expired in 2006 and both programs have ceased operation.

Since 2005, the City has been a member of the Stanislaus County HOME Consortia. The Home Investment in Affordable Housing Program (HOME) provides funds to states and local governments for acquisition, rehabilitation, new construction of affordable housing and tenant-based rental assistance.

In an effort to follow HOME guidelines and provide affordable housing to local residents, the City has reviewed and revised its existing Homebuyer Assistance Program to conform with federal HOME requirements.

**ANALYSIS:**

Should the Council approve and adopt the revised First-Time Homebuyer Program, the City will be able to fund down-payment assistance loans for eligible applicants.

The following guidelines shall apply to said loans:

- Applicants must be income-eligible (80% AMI or Lower) with a good credit history and pre-qualified with a lender
- Applicant must have a minimum down payment of 3% of the sales price or \$3,000.00, whichever is greater.
- In order to be placed on the waiting list and eligible for funding, the applicant must first complete a "Homebuyer Education" Course through a HUD approved housing agency.
- Maximum Loan Amount shall be 20% of the Sales Price or \$40,000.00, whichever is less
- Property sales price cannot exceed HUD limits (updated annually)
- Loan term shall be set at 30 years
- Loan payments shall be deferred for 10 years; said loan shall accrue interest during the entire loan term.
- Loan Interest Rate shall be set at 3% and calculated based on the original loan principal only (i.e. simple interest)

**FISCAL IMPACT:**

\$257,092.00 has been budgeted for this item (HOME Funded)

**CONCLUSION:**

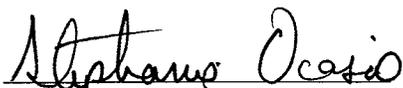
As proposed, the FTHB program will provide a down-payment for eligible applicants to purchase a home in the City limits. Given that the loan is deferred for ten years and should cover 20% of the sales price; most lenders will not count the loan in the applicant's debt-to-income ratio and will waive need for Private Mortgage Insurance (PMI), which can be costly. Additionally, the deferment period will allow the applicant to "settle in" and provide the opportunity for the applicant to increase their earnings by the time payments become due.

Staff recommends that the City Council approve the First-Time Homebuyer Program and authorize staff to administer said program.

**ATTACHMENTS:**

1. Exhibit A – First-Time Homebuyer Program Manual

Respectfully submitted,



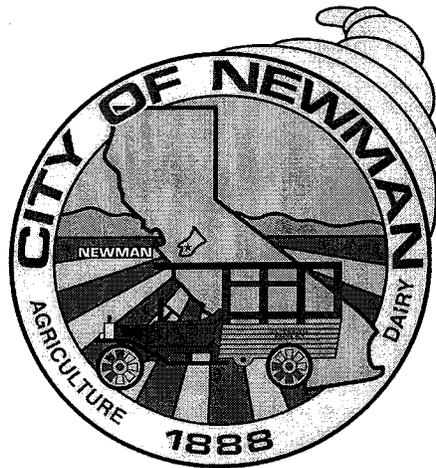
Stephanie Ocasio  
Assistant Planner

**REVIEWED/CONCUR**



Michael Holland  
City Manager

# City of Newman



## First-Time Homebuyer Program Manual

Funded Through the HOME Investment Partnerships Program



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## Introduction

This Manual sets forth policies and procedures for the City of Newman's First Time Homebuyer (FTHB) Program. The FTHB Program is designed to make home ownership a reality for income eligible households.

Most income eligible households do not qualify for a mortgage sufficiently large enough to purchase a house. The City of Newman's FTHB Program provides funds to help make up the difference between the value of the primary loan, for which an income eligible Applicant qualifies, and the purchase price of the house. Essentially, the funds are used to boost the Applicant's down payment and are recorded as a silent second mortgage.

Funds available for this program come from various sources including but not limited to the Home Investment Partnership Program (HOME). The City will comply with all city, state, and federal regulations and guidelines.

Use of funds is subject to change and shall be in accordance with the requirements of the State of California Department of Housing and Community Development Division and/or the Housing and Urban Development and other regulations governing the funding for these programs and any amendments or policy revisions thereto which shall become effective during the term of these Policies and procedures.

## 1. Overview

### 1-A. Purpose of Manual

The purpose of the Policies and Procedures is to describe the First Time Homebuyer (FTHB) Program and set forth the roles of the City of Newman and the program applicants. These Policies and Procedures contain the regulations pertaining to specific funding sources and the Program's general requirements and processing procedures.

The ultimate goal of the FTHB Program is to provide eligible Applicants with an affordable housing opportunity that would not otherwise be available.

### 1-B. Program Summary

The City of Newman has established the FTHB Program to assist low and moderate income first time homebuyers with the purchase of a home. The home buying process can be overwhelming, especially to the inexperienced first time homebuyer. The City's FTHB Program staff will assist the Applicant to insure a successful and timely completion of the home purchase process.

To maximize the effectiveness of the FTHB Program as a vehicle for enhancing affordability, Borrowers pay no current principal on the City's mortgage during the 10-year deferment period. Principal and interest are due and payable upon a variety of conditions or circumstances, the most common one being the sale or transfer of the home.

### 1-C. General Definitions

As used in the Policies and Procedures and all program documents, unless the context requires otherwise, the following words and terms have the meanings set forth below:

**Affordable:** In reference to housing costs, means that the financial obligation can be paid by the person or household, along with all other financial responsibilities of that person or household, without endangering the financial stability of the household.

**Affordability Period:** The minimum period of time properties are required to be occupied by a Borrower as his/her principal place of residence under the regulations pertaining to the funding source(s) used.

**Applicant:** Any person who applies for a FTHB loan under the Program.

**Assisted unit:** A unit purchased with loan(s) funded under this Program.

**Borrower:** A buyer who has or will receive financing under this Program for the purchase of an eligible property.

**Capital Improvements:** Expenditures for improvements to land or improvements and remodeling of existing buildings which increase the value, and extend the useful life of the property. The identification of capital improvements shall be as set forth in IRS Publications 530 "Tax Information for First Time Homeowners" and 551 "Basis of Assets", included herein by reference.

**Certification:** A written statement of fact filed in connection with this Program and subject to penalties of perjury.

City: The City of Newman, California.

**Current Sale Price:**

1. In the event of a first sale or transfer after the date of a loan issued under this program, the current sale price shall be defined as the amount received by borrower as the sales price of the property plus amounts received but paid out to third parties for any closing costs and commissions paid by Borrower.
2. In the event of a default and subsequent foreclosure and acquisition of the property by a creditor, the current sale price shall be defined as the amount paid for the property upon the creditor's sale of the property.
3. In the event of Borrower's cash-out refinance of the property, the current sales price shall be defined as the market value as determined by an appraisal acceptable to City.
4. In the event of the first note and deed of trust becoming payable, the current sales price shall be defined as the market value of the property, as determined by an appraisal acceptable to City, on the maturity date of the first note and deed.
5. In the event the property ceases to become Borrower's principal place of residence, the current sales price shall be defined as the market value of the property, as determined by an appraisal acceptable to City, on the date City determines that Borrower does not occupy the property as his or her principal place of residence.

**Eligible Household:** A household that is a first time homebuyer and who meets applicable criteria specific to the funding source used.

**First Mortgage:**

1. A mortgage which is in first lien position, taking priority over all other liens.
2. An extension of credit for which a Deed of Trust is recorded and the proceeds of which are used to finance the purchase of an eligible property which meets the requirements set forth in this Manual.

**First Time Homebuyer:** A purchaser of a unit who neither has, nor has had, a present ownership in a principal residence at any time during the three year period prior to the date on which a mortgage pursuant to this Program is executed, except as otherwise allowed.

**Gross Income:** The anticipated income of a person or family for the 12 month period following the date of determination of income.

**FTHB Second Mortgage:** An extension of credit for which a Deed of Trust is recorded and is subordinate to the First Deed of Trust. A monthly payment of both principal and interest is deferred for a specific amount of time and payment in full plus interest as defined herein is due in accordance with the regulations pertaining to the funding source(s) used.

**First Time Homebuyer pre-approval:**

A commitment issued by the City of Newman pursuant to the rules and regulations included in this Manual.

**HUD:** The United States Department of Housing and Urban Development.

**Income:** To determine a Borrower's eligibility for program assistance, income is determined using definitions specific to the particular funding source(s) utilized.

**Lender:**

1. A bank or trust company, mortgage banker, mortgage broker, federal or state chartered savings and loan association, state or federal governmental agency or credit union whose principal business is to originate, process, close and service loans for the purchase of property.
2. Nationwide institutions whose primary purpose is to develop housing and provide first mortgage financing to low and moderate income purchasers of the developed housing.
3. The provider of primary mortgage financing for the purchase of an eligible property assisted with secondary financing under this Program.

**Manufactured Housing Unit:** A home manufactured offsite and transported to a lot, and a mobile home as defined by Section 18007 of the California Health and Safety Code.

**Maturity Date:** The date upon which a mortgage loan comes due and payable in full in accordance with the regulations pertaining to the funding source(s) used.

**Moderate Income Household:** Persons and families who are not lower income households and whose gross incomes do not exceed 120% of the area median income adjusted for household size in accordance with adjustment factors adopted by HUD in establishing income limits for lower income families.

- a. The maximum gross income limits for moderate income households is the same as that for "persons and families of moderate income" and "persons and families of low or moderate income".
- b. "Persons and families of low or moderate income" includes very low, lower, and moderate income households.

**Middle Income:** Persons and families whose gross income ranges from 81% to 120% of the area median income adjusted for household size in accordance with adjustment factors adopted by HUD in establishing income limits for lower income families.

**Mortgage:** A deed of trust used to secure a lien on real property or, in the case of some manufactured housing, another security interest acceptable to the City and the State of California Department of Housing and Community Development.

**Mortgage Assistance:**

Permanent financing used towards homebuyer costs, up to the maximum limit stated in the regulations pertaining to the funding source(s) used.

**Ownership Interest:** Any of the following interests in residential real property:

- Fee simple estate
- Joint tenancy
- Tenancy in common

Ownership does not include a remainder interest, a lease with or without an option to purchase or any interest acquired on the execution of the purchase contract.

**Principal Residence:** A property occupied by the Borrower continuously all year.

**Related Person:** As defined under the Internal Revenue Code and applicable regulations: siblings, spouses, ancestors and lineal descendants or any other related persons.

**Remaining Spouse/Partner:** A now single individual who, while married or during cohabitancy, owned a home with his or her spouse/partner or resided in a home owned by the spouse/partner and has no ownership interest in a residence other than that provided by this program.

**Second Mortgage:** A mortgage that is junior or subordinate to a first mortgage.

**Owner-Occupied Residence:** A housing unit intended and used for occupancy by one household which is the owner of the property.

**Silent Second:** A second mortgage in which there are no payments required of either principal or interest on the mortgage until such payments are required in accordance with the regulations pertaining to the funding source(s) used.

## **2. HOME Program Requirements**

### **2-A. Overview**

The Federal Home Investment Partnerships (HOME) Program is the primary funding source providing assistance to eligible Borrowers under this Program. The following applies to HOME funded loans made under this Program.

### **2-B. Eligible Household**

1. To be eligible to receive HOME funds, an individual household shall:

- a. Be a low/moderate income household (income equal to or less than 80% of area median income as adjusted for household size) when considering the gross annual income of all household residents 18 years old or older. Annual income is as defined in the Code of Federal

Regulations, Title 24 Part 5. The following household members are not counted to determine family size for income limits purposes: foster children, unborn children and children being pursued for legal custody or adoption who are not currently living with the household. A child who is subject to as shared-custody agreement in which the child resides with the household at least 50% of the time, can be counted.

1) City shall determine annual gross income in accordance with the Code of Federal Regulations (CFR), Title 24, Part 5, Section 5.609(b) attached hereto as Exhibit "A".

2) Income from assets is recognized as part of annual income under 24 CFR Part 5. City shall determine income from assets in accordance with 24 CFR 5.

b. Include as Borrowers all persons who will be or are on title to the property. Cosigners and co-mortgagors who do not intend to occupy the property are prohibited.

c. Be a first time homebuyer and occupy the property as a principal place of residence. A first time homebuyer is defined as a purchaser of a unit who neither has, nor has had, a present ownership in a principal residence at any time during the three-year period prior to the date on which a mortgage pursuant to this Program is executed, except as otherwise allowed by the specific funding source(s) utilized.

2. The following individual or individuals may not be excluded from consideration as a first time homebuyer under this section:

a. A single parent or remaining spouse/partner who, while married or during cohabitancy, owned a home with his or her spouse or resided in a home owned by the spouse/partner, and has no ownership interest in a residence other than provided for in this Program. A single parent is an individual who is unmarried or legally separated from a spouse and has one or more minor children for whom the individual has custody or joint custody or is pregnant.

3. For purposes of qualifying Borrower for a first mortgage, credit worthiness criteria shall be:

a. No late payments 1 year from date of applying.

b. No outstanding judgments or liens.

c. Outstanding collections may be paid out of closing not to be included as part of required down payment or from City funds.

d. Bankruptcy must have been a minimum of two years from date of discharge with no additional collections.

#### 2-C. Eligible Property

1. Property purchased with HOME funds must be located in:

a. The City of Newman city limits.

2. Property type must be:

a. Single-family housing; or

b. Condominium unit; or

c. Townhome unit; or

d. Manufactured housing unit, must at the time of purchase be on a permanent foundation, connected to permanent utility hook-ups, and be located on land that is to be owned by the purchaser.

3. Eligible property must have the following occupancy characteristics:

a. Currently occupied by the owner-seller of the property; or

b. If a rental property, sold only to the existing tenant; or

c. Vacant for three (3) months or longer prior to submission of purchase offer by Borrower.

d. Bank-owned

4. Property must be structurally sound. The City reserves the right to determine structural soundness. Any Building Code violation discovered shall be corrected prior to recording a new deed of trust.

5. Property shall be sufficient in size to meet the needs of the purchaser household without overcrowding. Generally, this means no more than two (2) persons per bedroom and living room.

#### 2-D. Affordability Period

1. Housing purchased with HOME funds under this program must remain the principal place of residence of the Borrower for a minimum period of time as defined by the amount of HOME funds invested and as shown below:

Under \$15,000 - 5 years

\$15,000 to \$40,000 - 10 years

2. Failure of Borrower to occupy the HOME-assisted unit as his or her principal place of residence for the applicable period shall cause the HOME loan to become immediately due and payable.

## 2-E. Loan Terms

### 1. Security:

- a. HOME loans shall be secured by the property.
- b. The lien securing repayment of the HOME loan shall be subject only to liens, encumbrances and other matters of record reviewed and approved by the City.

### 2. Deferment:

- a. Principal and interest payments shall be deferred for a period not to exceed ten (10) years.

### 3. Repayment:

- a. The HOME loan principal and interest shall be due and payable upon:

- 1) Sale, transfer, rental or lease of the property.
- 2) Borrower's failure to occupy the Property as Borrower's principal place of residence (Borrower must certify occupancy annually).
- 3) The maturity date, or full repayment, of any debt secured by the Property that is senior to the HOME deed of trust.
- 4) Upon default under the HOME promissory note, deed of trust, the deed of trust rider or the covenants, or other recorded documents of record pertaining to the property.
- 5) Borrower's cash-out refinance of any superior mortgages.
- 6) The City will provide deferred payment loans; the City may accept voluntary payments on the loan. Loan payments will be credited to the principal first and then to interest. The borrower may repay the loan balance at any time with no pre-payment penalty.
  - I. Upon conclusion of the ten (10) year deferral period, monthly payments at 3% simple interest will be due beginning on the eleventh year and continue for 20 years or until the balance has been paid in full, whichever comes first.

### 4. Assumability:

- a. HOME loans are not assumable.

### 5. Transfer of Interest Exceptions:

- a. HOME loans do not have transfers of interest exceptions.

### 6. Loan Term:

- a. The HOME loan term shall be 30 years, except upon the occurrence of any condition requiring repayment as noted above.

### 7. Prepayment Penalty:

- a. A Borrower may prepay the HOME loan, in part or whole, at any time without penalty.

### 8. Interest:

- a. The loan shall be at three (3%) percent simple interest for thirty (30) years and;
- b. There are no payments due on the loan during the first ten (10) years of ownership of the property by the Borrower and;
- c. Monthly payments will begin on the eleventh (11<sup>th</sup>) year of ownership and continue for 20 years or until the balance has been paid in full, whichever comes first.
- d. The total amount of the silent second loan plus any accrued interest becomes due and payable at the time of sale, refinance, transfer of ownership, rental, is no longer occupied by the primary borrower or thirty (30) years whichever comes first.
- e. In instances where the City loan would be in first position, the loan will become a 30 year fully amortized loan at 3% simple interest.

### 9. Restrictions on Sale:

- a. In any transaction in which the HOME loan is the only secondary financing, the Borrower cannot be restricted from selling the home at its fair market value at any time.
- b. Subsequent buyers, unless assisted with a HOME loan under this Program, do not need to meet the Eligible Household requirements set forth above.
- c. Resale restrictions required by other secondary financing sources used in conjunction with a HOME loan shall prevail.

### 10. Recapture of HOME Funds:

- a. In the event of any event requiring repayment as defined above, the entire amount of the original HOME loan principal and any contingent interest due shall be recaptured by City.

#### 2-F. Financing Subordinate to HOME Loan

1. Fees and/or charges for subordinate loan financing shall be consistent with reasonable loan origination fees for first mortgage financing as determined by the City based on industry standards.
2. Balloon payments due before the maturity date of the HOME loan are not permitted.
3. All subordinate financing shall defer principal and interest payments for the term of the HOME loan.

#### 2-G. HOME Target Areas

No target areas defined.

#### 2-H. Program Income

1. All repayments of HOME loan principal and interest shall be received by City and deposited into a separate account maintained by City's Finance Department or its designee.
2. The account shall be interest bearing into which all earned interest shall be deposited.
3. All funds deposited into the account shall be the property of the City.
4. A line item for Program Income of HOME funds will be inserted into City's fiscal year budget allocating and approving use of funds for HOME eligible activities.
5. All Program Income funds shall be expended in accordance with the HOME regulations and the HOME Agreement between the City and HUD.

#### 2-I. Matching

Matching is the commitment of non-federal funds to supplement HOME funds used to assist in the provision of affordable housing. HOME funding require a matching contributions of not less than 25 percent of the funds drawn from the City's HOME Investment Trust Fund Treasury account in that fiscal year, unless waived or reduced by HUD. Matching funds are calculated on a project-by-project basis and applied on a program-wide basis.

### **3. First Time Homebuyer Mortgage Underwriting Requirements**

#### 3-A. Overview

1. The primary mortgage lender (Lender) shall utilize its own underwriting standards in reviewing and approving a Borrower's application for a first mortgage loan.
2. In addition, the City shall ensure that the Borrower meets the underwriting standards for a mortgage loan(s) issued by the City in conjunction with this Program. Many of these secondary underwriting standards will parallel those associated with the first mortgage, but the City shall take all necessary steps to ensure compliance with the requirements of this Program.
3. The Borrower must complete and sign the appropriate FTHB Program certifications. If the Lender becomes aware of misstatements whether negligently or willfully made, it must notify the City of Newman immediately.
4. Secondary underwriting requirements must be met by a Borrower and verified by City in accordance with the following sections.

#### 3-B. Verification of Previous Ownership Status

1. The Borrower may not have held an ownership interest in his/her principal residence within the past three years.
2. The Borrower must provide copies of their last three (3) years signed federal tax returns, verifying that the Borrower did not claim a principal residence deduction for mortgage interest or taxes on real property. Acceptable alternatives are as set forth below:
  - a. If the Applicant filed the 1040 Long Form for the prior three years and cannot produce an original copy of the signed tax returns, then the Applicant must request a copy of the returns from the IRS.
  - b. If the Borrower has filed the short form 1040A or 1040EZ for the prior three years and cannot produce the signed returns, the City will accept a letter from the IRS verifying the filing status of the Borrower. The letter should confirm that the Borrower filed the 1040A or 1040EZ for the years in question. The Borrower can request tax account information from the Local IRS office. This information will be provided on IRS Letter Form 1722 and will include: (1) name and social security number; (2) type of return filed; (3) marital status; (4) tax shown on return; (5) adjusted gross income; (6) taxable income; (7) self-employment tax; and (8) number of exemptions. If the address on the tax returns filed is different than the Borrower's current address, the Borrower should also provide a written statement (signed by all Borrowers) indicating that the previous returns had been filed at a different address. The tax account information should be requested, in

person, from the IRS office. The tax returns must have an original signature certifying that "this is a true and exact copy of the returns submitted to IRS".

c. In the event the Borrower was not obligated to file federal income tax returns for any of the preceding three years, it will be necessary for the City to obtain from the Borrower a completed and signed Applicant Income Tax Certification which is required in place of (a) or (b) above. The Applicant Income Tax Certification must be accompanied with documented proof of the reason for not filing taxes.

d. When an application is submitted during the period between January 1 and April 15 and the Borrower has not yet filed his/her Federal income tax return for the preceding year with the IRS, the City may with respect to such year, rely on a certification of the Borrower that the Borrower is not entitled to claim deductions for taxes or interest on indebtedness with respect to property constituting his/her Principal Residence for the preceding calendar year. The certification is included within the Applicant Income Tax Certification.

### 3-C. Verification of Borrower Income

Income eligibility criteria vary according to the secondary financing source utilized. The City must verify a Borrower's income in accordance with the following:

1. HOME Borrowers must have an annual gross income equal to or less than 80% of the area median income as adjusted for household size. See Exhibit "C" for income limits.

a. Income limits used to determine eligibility for HOME funding must be those published by the U.S. Department of Housing and Urban Development and available from the City.

3. Household size is determined by counting all members of the household, regardless of age, who will be permanent residents in the home.

4. The City shall determine the Borrower's annual gross income by obtaining source documentation verifying income and asset inclusions listed in Exhibit "A" of this Manual.

a. For self-employed borrowers, source documentation shall also include but not necessarily be limited to:

1) 3 years federal tax returns. (A minimum of the two most recent years must show income as self employed)

2) A profit and loss statement prepared by an accountant or bookkeeper. The City reserves the right to request an audited Profit and Loss statement by a Certified Accountant/Bookkeeper.

5. Income from all adult household members 18 years of age or older shall be counted to determine household income eligibility. Income of borrowers will be used to determine loan eligibility.

6. The Borrower's gross annual income must then be projected by the City over the upcoming 12-month period and judged to not exceed the applicable income limit. The City shall complete an Income Summary Worksheet.

a. If documentation is provided by the Borrower that his or her current circumstances may be about to change, this information must be used in the projection of gross annual income. For instance, if a Borrower has documented income of \$10.00/hour, but a negotiated union contract will increase this amount to \$15.00/hour 6 months hence, the anticipated additional income must be counted in the projection.

#### 7. Assets

a. All income from assets must be included in the calculations determining the Borrower's gross annual income.

b. When the cash value of all of a Borrower's assets exceeds \$5,000, annual gross income shall include the greater of:

1) The actual amount of income, if any, derived from all household assets; or

2) 2.5% (or the current HUD Passbook Rate) of the cash value of all such assets.

c. As with income, the value of a Borrower's assets must be projected over the following 12-month period and judged to not exceed the applicable income limit.

#### 8. Income of Co-Borrower

a. If a co-Borrower will be both on the title and the deed of trust, his or her gross annual income must be included in determining eligibility for the program.

b. The income of any other person expected to both live in the residence and be secondarily liable for the mortgage must be counted and verified as noted above.

c. Co-signers and co-mortgagors who do not intend to occupy the property are prohibited.

3-D. Credit

1. A credit report will be obtained at time of application by the City for every person, 18 years and older, applying for a loan through the FTHB program. For married couples, credit reports will be required of both spouses, to determine credit worthiness and household debt, even if one spouse will not be on title. For purposes of qualifying Borrower for a City mortgage, credit worthiness criteria shall be:
  - a. No late payments 1 year from date of applying.
  - b. No outstanding judgments or liens.
  - c. Outstanding collections may be paid out of closing not to be included as part of required down payment or from City funds.
  - d. Bankruptcy must have been a minimum of two years from date of discharge with no additional collections.

3-E. Purchase Price

1. The City will obtain a copy of the signed purchase contract for verification purposes that the FTHB Program's purchase price limit has not been exceeded.

3-F. Maximum Sales/Price Value Limit

1. The maximum sales price/value limit for a home purchased with the assistance of a City loan under this Program shall be 100% of the current median sales price of a single family residence in Stanislaus County or 95% of the FHA 203b limit, whichever is less.
2. The median sales price shall be as documented in the most recent data set accepted by the United States Department of Housing and Urban Development (HUD) for use in City's mortgage assistance program. The City utilizes the single family FHA 203(b) program limits to determine the median sales price.

3-G. Maximum Loan Amount  
See Exhibit "B"

3-H. Loan Documentation

1. All City loans shall be evidenced by the following documents and provisions.
  - a. Promissory Note(s) payable to City in the principal amount of the loan and stating the terms and rate of interest.
  - b. Deed of Trust(s) securing the Note; this deed shall be recorded and shall secure City's financial interest in the property.
  - c. Other appropriate security instrument naming City as beneficiary.
  - d. Request for copy of "Request for Notice of Default".

3-I. Gift Funds

- a. Gift funds to borrowers are permitted but will be limited to \$3,000. These funds cannot be used toward the borrowers required contribution.
- b. Letter for gift funds must be provided to City Housing staff prior to loan committee approval. Letter must state that funds are a gift and not a loan.

**4. Application and Delivery Process**

4-A. Overview

1. Eligible homebuyers apply for a first mortgage loan from a primary mortgage lender (Lender).
2. The City processes the FTHB Mortgage Application and associated documentation, and issues a FTHB pre-approval letter for the City mortgage loan.
3. The City funds the City's FTHB mortgage loan.

4-B. FTHB Mortgage Application Process

The FTHB processing procedures are designed to integrate with the Lender's standard mortgage loan processing and underwriting procedures. Recognizing there are procedural variations among lenders, the procedures outlined here are meant to serve as guidelines with respect to the sequence of events. However, all the elements of the processing sequence outlined in this section must, regardless of sequence, be completed by the Lender, the City, the Borrower, and the Seller.

The Lender, Borrower and the City are responsible for performing the tasks related to the issuance of a FTHB Mortgage as identified below:

### 1. Eligibility/Pre-approval Phase

#### Borrower:

- \_ Applies to Lender for a first mortgage and a FTHB mortgage.
- \_ Provides all necessary documentation and authorizations to City of processing application.
- \_ Provide a copy of the certificate of completion for the homebuyer education workshop from a HUD approved housing counseling agency.

#### Lender:

- \_ Determines if Borrower is eligible for primary mortgage financing. Lender determines acceptability of first loan in accordance with applicable loans, and private mortgage insurance standards and/or underwriting guidelines.
- \_ Transmits the following to City:
  - \_ Appraisal.
  - \_ Preliminary report
  - \_ Mortgage Credit Analysis
  - \_ Certified Lead Inspection, applicable only to properties built prior to 1978. See section 4-E page 12 for more details.
  - \_ Commitment letter from Primary Lender.

#### City:

- \_ Examines all documents for completeness and consistency. Issues a FTHB pre-approval letter, which is valid for a maximum of ninety days.
- \_ Inspects subject property for compliance with Basic Housing Quality Standards. Copy of the FTHB Inspection form is placed in Borrower's file.
- \_ Provides list of HUD approved Housing Counseling agencies offering First Time Homebuyer Education workshop to Borrower.
- \_ Conducts environmental review;
- \_ Verifies legality of unit(s) on subject property.
- \_ Verifies compliance with maximum per unit subsidies.
- \_ Verifies property has successfully cleared any outstanding Housing Quality Standards issues; if applicable, verifies that responsible party (Borrower or Seller) has mitigated all deteriorated paint surfaces issues and obtains all Lead Based Paint (LBP) forms from responsible party.

### 2. Pre-Closing Phase

#### Lender:

- \_ Cooperates with City to obtain any additional information required under the Program.
- \_ Immediately notifies the City in writing of any cancellation of Lender's first mortgage Pre-approval or commitment. The reason for cancellation must be clearly stated.
- \_ Confirms with City that the FTHB Pre-approval is still active and has not expired.

#### City:

- \_ Confirms that the FTHB Pre-approval is still active and has not expired. If expired, an extension must be requested.

### 3. Closing Phase

#### Lender:

- \_ Approves the first mortgage loan in accordance with Lender's regular procedures.

#### Title Co.:

- \_ Submits Lender's Closing Certification to City.
- \_ Submits copy of HUD-1 closing statement to City.
- \_ Forwards required first loan documents and Lender's escrow instructions to City.

#### Borrower:

- \_ Executes all first mortgage documents, FTHB mortgage documents, and all other related documents.

#### Borrower/Seller:

- \_ If applicable, and after determination of responsible party, submits documentation certifying resolution of any deteriorated or lead-based paint issues to City.

City:

- \_ Conducts final review of all FTHB submittals from Lender.
- \_ Forwards FTHB mortgage promissory note, deed of trust and escrow instructions to escrow company.
- \_ Reviews Lender's first mortgage loan documents and escrow instructions for compatibility with FTHB Program requirements.
- \_ Loan Committee reviews and approves Request for Release of FTHB Program Funds.
- \_ Writes and transmits escrow instructions to escrow company.
- \_ Issues check for FTHB mortgage funds made payable to escrow company.

#### 4-C. Application Handling Priority

All FTHB Applications will be processed by the City according to the date of receipt.

Processing is subject to change in the event of special funding and special requirements.

#### 4-D. Property Standards

The property purchased with funds under this program must:

1. Be eligible pursuant to the program if it is a single-family residence, a condominium unit, or a townhome located within the city limits of Newman. Manufactured housing unit, must at the time of purchase be on a permanent foundation, connected to permanent utility hook-ups, and be located on land that is to be owned by the purchaser.
2. Meet or exceed HUD's Housing Quality Standards (HQS) prior to close of escrow. The City's Chief Building Official shall undertake a HQS inspection of the proposed unit to determine the property's eligibility for the FTHB Program. The Building Official inspects the property for compliance with all locally adopted codes and ordinances noted above less exceptions. All homes must pass the HQS inspection conducted by the City. Responsibility for correcting any deficient items noted shall be the sole responsibility of the buyer and/or seller. The HQS inspection should not be confused with a home inspection. The City does not provide a home inspection for the Applicant. The City recommends that the Applicant safeguard their investment by hiring a certified home inspector to provide an objective written report of the condition of the home's systems as they appear and operate at the time of the inspection.
3. Comply with all locally adopted standards at the time of purchase. Locally adopted standards include, but are not limited to: the 2007 editions of the Uniform Building Code (U.B.C.), Uniform Mechanical Code (U.M.C.), Uniform Plumbing Code (U.P.C.), the National Electrical Code (N.E.C.), the California Building Code (C.B.C.), and the Newman Municipal Code, less exceptions.
4. Must meet the accessibility requirements of the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973.

#### 4-E. Lead Based Paint (LBP)

All units assisted by the City must comply with part 35 of title 24 of the Code of Federal Regulations (24 CFR Part 35)10 implementing Lead-Based Paint regulations which include the HUD final regulation known as the Lead Safe Housing Rule effective 9/15/00 and the HUD/Environmental Protection Agency (EPA) Lead-based paint disclosure rule issued in 1996. The purpose of the Lead Safe Housing Rule is to protect young children from lead-based paint hazards in housing that is receiving federal assistance. It applies only to housing that was built before 1978; in that year, lead-based paint was banned nationwide for consumer use. The program is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.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, J, K, M and R of this title. All housing units built prior to 1978 and utilizing City funds under this Program are subject to the following requirements:

##### 1. Notification

a. All Applicants for the FTHB Program are provided with a notification of the dangers of lead-based paint. This notification takes the form of an EPA-approved lead hazard information pamphlet entitled "Protect your Family from Lead in Your 10 The 24 CFR Part 35 regulation implements sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X of the Housing and Community Development Act of 1992. Sections 1012 and 1013 amend the Lead-Based Paint Poisoning Prevention Act of 1971. HOME" (EPA -747-K-94-001) or an equivalent pamphlet that has been approved by the EPA. The Lead-based paint notification shall be available in English, Spanish and other languages as offered through HUD and the EPA. The brochure can be down loaded from the HUD website at <http://www.hud.gov/offices/lead/healthyhomes/lead.cfm>.

##### 2. Lead-based Paint exposure- Properties Constructed prior to 1978

- a. A residential property built prior to 1978 may present exposure to lead from lead based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women.
- b. All housing units constructed prior to 1978 and utilizing City funds under this Program are subject to additional regulations to control lead-based paint hazards and must be inspected by a certified lead-base paint inspector, for defective paint. If any defective paint is discovered during the inspection, the seller and buyer shall be notified, and the unit shall automatically be ineligible for assistance, unless the defective paint is abated.
- c. All remediation shall be completed in compliance with the practices recommended by the Occupational Safety and Health Administration (OSHA), the Environmental Protection Agency (EPA) and in 24 CFR 35.1345 Occupant protection and worksite preparation. After remediation, a certification by a certified lead based paint inspector shall be provided to the City of Newman, the seller, and the buyer that no defective paint remains in the unit. Such certification shall then make the unit eligible for assistance.

### 3. Consumer Information Resources

For information on lead hazards and prevention contact the National Lead Information Center (NLIC) Hotline at 1(800) 424-LEAD [5323] or their website at <http://www.epa.gov/oppt/lead/>. NLIC provides the general public and professionals with information about lead hazards and their prevention.

### 4-F. Environmental Review

1. The environmental effects of activities carried out with State and Federal funds must be assessed in accordance with the provisions of the National Environmental Policy Act (NEPA).
2. The City shall conduct said environmental review in accordance with 24 CFR Part 58.

### 4-G. Homebuyer Education Requirement

In order to be placed on the waiting list and eligible for funding, all applicant(s) for a FTHB loan must complete a Homebuyer Education Course. The course must be provided by a certified HUD approved housing counseling agency. A copy of the certificate of completion of the 8 hour homebuyer education course must be submitted to the City. See Exhibit "D" for Homebuyer Education Curriculum. The topics must include:

1. Preparing for homeownership
2. Available financing and credit analysis
3. Loan closing and homebuyer responsibilities
4. Home maintenance and loan servicing

HUD's interactive voice system at (800) 569-4287 provides housing counseling information. If there is a cost for the homebuyer education course the fee may be applied towards the required borrower contribution.

### 4-H Mortgage Assistance Limit

See Exhibit "B"

### 4-I. Transfer of FTHB Mortgage

The City's FTHB loan is not transferable.

### 4-J. Transfer of FTHB Application to Substitute Lender

1. If a Borrower decides to change from one Lender to another after a FTHB Preapproval has been issued, the City will honor the original expiration date as long as no information has changed and the new Lender will comply with all regulations and time frames as required by loan and program.
2. The FTHB Pre-approval will be re-issued to the Borrower with the same original expiration date. The expiration date will not be extended without a formal request.

### 4-K. Pre-approval Letter from City

Upon completion of a full application and documentation, the qualifying Borrower will receive a Pre-approval letter from the City. This letter will only be good for 90 days from date of issuance. Specific timeframes for contracts and closings will be noted in the letter.

### 4-L. Changing Properties During the FTHB Second Application Process

1. If a Borrower has a pending FTHB Application and changes the property he/she is purchasing, the Borrower must submit a new purchase contract and all information which the City has determined necessary for reconsideration.

#### 4-M. Resubmittal of FTHB Second Application Returned or Rejected

If a FTHB Application has been returned or denied by the City, any resubmission, must include all information which the City has determined necessary for reconsideration.

#### 4-N. Changes Prior To Closing

1. The Lender must immediately notify the City in writing of any change in the circumstances upon which the FTHB Pre-approval was issued. These changes may require re-certification of eligibility of the Borrower.
2. If changes to the circumstances upon which the FTHB Pre-approval was issued result in the Borrower or the Property not longer meeting the FTHB Program requirements, the FTHB Pre-approval will be revoked.
3. Eligibility of Borrower for a FTHB Second is based upon the Borrower's current and projected income. The City will issue the FTHB Pre-approval based on facts verified as of the date the FTHB Pre-approval is issued. The income verified for commitment is valid as long as the loan closes within 90 days of the date of the FTHB Pre-approval and there are no additional sources of income that were not previously reported. Any added source of Income received after the issuance of the FTHB Pre-approval but prior to closing must be verified by the City and the Borrower's continued eligibility under the FTHB Program income limits must be confirmed and reported to the City.
4. Any changes in home ownership status, acquisition cost and amount of mortgage loan after issuance of commitment and prior to closing must also be reported to the City.
  - a. If the Borrower acquires a present ownership interest in a principal residence prior to loan closing, the FTHB Pre-approval shall be revoked.
  - b. If the total acquisition cost of the residence purchased in connection with the FTHB Second increases so as to exceed the purchase price limitations set forth herein, the FTHB Pre-approval shall be revoked.

#### 4-O. Conflict of Interest

No FTHB Program mortgage shall be issued to any person or the immediate family of any person who is in a decision-making position relative to the FTHB Program which includes but is not limited to the staff of the City.

### **5. First Time Homebuyer Mortgage Loan Servicing by City**

#### 5-A. Overview

These loan servicing policies and procedures are intended to preserve the City's financial interest in properties purchased with funding through the First Time Homebuyer Program.

#### 5-B. Payment of Property Taxes and Insurance

1. Borrower must maintain property insurance coverage naming the City as loss payee when in first position or additional insured if the loan is a second mortgage. If borrower fails to maintain the necessary insurance, the City will contact the Borrower reminding them of the insurance requirement. The Borrower will have 30 days to provide proof of insurance. If verification of insurance is not received, the City may call the loan due.
2. If the Borrower fails to maintain required hazard insurance (including flood insurance if the property is located within a 100-year floodplain) the City may take out a "forced place" insurance policy in an amount adequate to cover all encumbrances on the subject property. City shall obtain a judgment for any amounts expended by City under this section, and shall record a judgment lien against the property.
3. Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes then the City may pay the taxes current and add the balance of the tax payment plus any penalties to the balance of the loan. Wherever possible, the City encourages Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

#### 5-C. Owner-Occupancy

1. The Borrower shall be required to complete and submit an Annual Occupancy Certification yearly. Such report shall include the following:

- a. Evidence of Borrower's occupancy of the Property as Borrower's principal place of residence;
- b. Evidence of payment of property taxes and hazard insurance.
- c. Other information reasonably required by the City.

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

1. In all cases where there is a change in title or occupancy or use, the Borrower must notify the City in writing of any change. City and borrower will work together to ensure the property is kept in compliance with the original First Time Homebuyer program terms and conditions such that it remains available as an affordable home for low income families. These types of changes are typical when Borrowers do estate planning (adding a relative to title) or if a Borrower dies and property is transferred to heirs or when the property is sold or transferred as part of a business transaction.
2. Change from ownership occurs at a sale, the loan is not assumable and the loan balance is immediately due and payable in full.
3. If a transfer of the property occurs through inheritance, property can only be transferred to the spouse (as owner-occupant) or disabled dependant who must reside at the home as the primary residence. All such changes are subject to the review and approval of the City's Loan Committee. Any other transfer is not permissible and loan will be due in full. In the event that the heir is neither a spouse nor a disabled dependant, the heir will not be provided the opportunity to assume the loan. If the heir intends to occupy the property and is low income, the City will work with the heir to qualify for a new primary loan to pay off the existing loan(s) and obtain a new down payment assistance loan. If the heir is a non-income eligible family, the balance of the loan is due and payable in full. If the heir intends to act as an owner-investor, the balance of the loan is due and payable in full. All such changes are subject to the review and approval of the City's Loan Committee.
4. Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner occupied to rental, the loan is due in full.
5. Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the City allow for a partial conversion where some of the residence is used for a business but the household still resides in the property. Partial conversions may be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully nonresidential use, the loan balance is due and payable.

5-E. Subordination

1. If the Borrower wishes to refinance any superior loans, the Borrower must submit a Request for Subordination to the City. Subordinations will be granted only under the following conditions:
  - a. "No cash-out" allowed. Cash out means there are no additional charges on the transaction above existing loan balance and escrow closing fees.
  - b. No third party debt pay-offs or additional encumbrance on the property above traditional refinance transaction costs.
  - c. Should lower the families housing cost with a lower interest rate
  - d. Refinancing for a shorter term will be permitted as long as the increase in housing costs do not exceed allowable back and front end ratios.
  - e. Total indebtedness secured by the property may not exceed the current market value of the property. In cases of economic crisis the subordination request will be approved on a case by case basis.
2. The City Loan Committee will review and approve or deny the Request for Subordination and, if approved, the escrow company will provide the proper subordination documentation, including a new Request for Notice of Default for the City, for execution and recordation by the Lender.

5-F. Demand/Pay-off

1. Upon receiving a Notice of Demand/Pay-off, City's Community Development Department shall calculate the amount of principal and interest due, and transmit the payoff amount to the requesting party.
2. Upon receipt of all due principal and interest, City shall reconvey the FTHB mortgage deed of trust.

5-G. Request for Notice of Default

1. The City shall record a Request for Notice of Default for each lien senior to the City's FTHB mortgage.
  - a. When the City's loan is in second position behind an existing first mortgage, it is the City's policy to have the title company handling the home loan purchase prepare and record a "Request for

Notice of Default" for each senior lien in front of City's loan. This document requires any senior lien holder listed in the notice to notify the lender of initiation of a foreclosure action. The City will then have time to contact the Borrower and assist them in bringing the first loan current. The City can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved.

#### 5-H. Foreclosure by Senior Lien Holder

1. Upon any condition of loan default: 1) non payment; 2) lack of insurance or property tax payment; 3) change in title or use without approval; 4) default on senior loans, the Lender will send out a letter to the Borrower notifying them of the default situation. If the default situation continues then the Lender may start a formal process of foreclosure.
2. When a senior lien holder starts a foreclosure process and the City is notified via a Request for Notice of Default, the City, who is the junior lien holder, may cancel the foreclosure proceedings by "reinstating" the senior lien holder. The reinstatement amount or payoff amount must be obtained by contacting the senior lien holder. This amount will include all delinquent payments, late charges and fees to date. City must confer with Borrower to determine if, upon paying the senior lien holder current, the Borrower can provide future payments. If this is the case then the City may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note. This action will be submitted to the loan committee for review and approval.
3. If the City determines, based on information on the reinstatement amount and status of borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lien holder in total and restructure the debt such that the unit is made affordable to the Borrower. If the City does not have sufficient funds to pay the senior lien holder in full, then they may choose to cure the senior lien holder and foreclose on the property them selves. As long as there is sufficient value in the property, the City can afford to pay for the foreclosure process and pay off the senior lien holder and retain some or all of their investment. This action will be submitted to the loan committee for review and approval.
4. If the City decides to reinstate, the senior lien holder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the City fails to reinstate the senior lien holder before five (5) days prior to the foreclosure sale date, the senior lien holder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the City determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lien holder to complete foreclosure, the City's lien may be eliminated due to insufficient sales proceeds.

#### 5-I. Recapture Provision

1. The Recapture provision applies only to HOME funds.
  - a. When a loan is refinanced or the property is sold or the Applicant is no longer the principal resident or upon discovery of willful misrepresentation or fraud in connection with the program the money from the FTHB Program loan is instantly repayable.
  - b. The seller is entitled to a fair rate of return on his investment, including any documented improvements to the property.
2. The affordability period for funds depends on the amount of the City HOME investment in the property subject to recapture and the nature of the activity. If the FTHB HOME assistance is over \$40,000, then the affordability period is 15 years. Payments and payoffs that meet the affordability requirements are returned as Program Income to the city. Payments and payoffs that do not meet the affordability requirements are returned as Recaptured funds to the city.
3. The City imposes recapture requirements to recapture the entire amount of the City HOME investment from the homeowner, to ensure affordability. However, when the recapture requirement is triggered by a sale (voluntary or involuntary) of the housing unit, and there are no net proceeds or the net proceeds are insufficient to repay the City HOME investment due, the city can only recapture the net proceeds, if any. The net proceeds are the sales price minus superior loan repayment (other than City HOME funds) and any closing costs.
4. If the net proceeds are not sufficient to recapture the full City HOME investment plus enable the homeowner to recover the amount of the homeowner's down payment and any capital improvement investment made by the owner since purchase, the City will share the net proceeds. The net proceeds are the sales price minus loan repayment (other than City HOME funds) and closing costs.

The net proceeds will be divided proportionally as set forth in the following mathematical formulas:

City HOME investment.  $X \text{ Net proceeds} = \text{City HOME amount to be recaptured}$   
(City HOME investment + homeowner investment)

Homeowner investment.  $X \text{ Net proceeds} = \text{amount to homeowner}$   
(City HOME investment + homeowner investment)

#### 5-J. Foreclosure by City

1. When the City is in first position on a fully amortized loan as a senior lien holder and or the end of the deferment period, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the City may consider foreclosure. City's staff will consider the following factors before initiating foreclosure:
  - a. Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?
  - b. Can the Borrower refinance with a private lender and pay off the City?
  - c. Can the Borrower sell the property and pay off the City?
  - d. Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
  - e. Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?
2. If the balance is substantial and all of the above factors have been considered, the City may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the City to prevent foreclosure (such as, funds to bring a delinquent loan current or pay off a Deferred Payment Loan).
3. At the end of thirty days, the City will contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lien holders. The service will advise the City of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the City informed of the progress of the foreclosure proceedings.
4. When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the City would then contact a real estate-broker to market the home.

#### 5-K. Use of Third Party Agent

Portions or all of the FTHB Program loan servicing shall be performed by City or, at City's option and shall be performed by a third party under contract with City.

#### 5-L. Loan-to-Value Limits

1. The loan-to-value (LTV) ratio for a City loan, when combined with all other indebtedness to be secured by the property, shall not exceed 100% of the sales price.

#### 5-M. Borrower Contribution

1. Three percent (3%) or Three Thousand dollars (\$3,000), whichever is greater, shall be required of an eligible Borrower to be used towards the purchase of the property in order to receive funds under this Program. Funds cannot be borrowed, gifted or granted by seller or any other party. Proof of required down payment must be provided when application is taken. Funds can be used for the following:
  - a. Additional down payment
  - b. Closing Costs
  - c. Inspection costs
  - d. Homebuyer Education Course costs

#### 5-N. First Mortgage Underwriting Requirements

1. In addition to the first mortgage requirements of the primary lender, the following FTHB Program requirements shall also to apply to first mortgages issued in conjunction with a FTHB mortgage:

- a. Borrower shall obtain the maximum first mortgage loan with a term and interest rate from a mortgage lender consistent with affordable housing costs as defined in herein.
- b. First mortgage loans shall not include provisions for negative amortization, principal increases, adjustable rate mortgages (ARM), balloon payments, deferred interest or temporary buy-downs.
- c. Front End Ratio:
  - 1) For purposes of qualifying Borrower for a first mortgage, and as defined herein means the ratio between monthly household income and monthly housing cost, including first mortgage principal, interest, taxes and insurance.
  - 2) This ratio shall not exceed thirty-five percent (35%).
- d. Back End Ratio:
  - 1) For purposes of qualifying Borrower for a first mortgage, and as defined herein means the ratio between monthly household income and monthly housing costs plus all payments on long-term installment debt.
  - 2) This ratio shall not exceed forty-one percent (41%).
- e. Credit Worthiness Criteria
  - 1) For purposes of qualifying Borrower for a first mortgage, credit worthiness criteria shall be:
    - a. No late payments 1 year from date of applying.
    - b. No outstanding judgments or liens.
    - c. Outstanding collections may be paid out of closing not to be included as part of required down payment or from City funds.
    - d. Bankruptcy must have been a minimum of two years from date of discharge with no additional collections.

**5-O. Appraisal**

- 1. Prior to close of escrow an appraisal must be obtained which meets the following requirements:
  - a. The appraisal shall be prepared by a state-licensed residential property appraiser;
  - b. The appraisal shall use the sales of comparable properties approach to determine value; and
  - c. Maximum appraised home values at time of purchase shall not exceed the purchase price/value limits established by the State of California Department of Housing and Community Development in the Notice of Funding Availability (NOFA) and as set forth above in this section. The maximum appraised home values will be based on the applicable NOFA and HUD.

**5-P. Cash-Out of Escrow**

- 1. Borrowers may not receive cash out of escrow from any loan package containing City financing.

**5-Q. Title Insurance**

- 1. The Borrower shall provide City with an ALTA title insurance policy in the amount of the City loan at Borrower's expense.

**5-R. Hazard Insurance**

- 1. Borrower must provide and maintain fire and flood (if the property is located in a 100 year floodplain) insurance in an amount at least adequate to cover all encumbrances on the property.
- 2. City must be named as an additional loss payee on the policy.

**6. Federal Regulatory Provisions**

**6-A. Conflict of Interest**

In accordance with Federal and State regulations no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City of Newman who exercise or have exercised any functions or responsibilities with respect to HOME assisted activities under this Program, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from this activity, or have a financial interest in any contract, subcontract, or agreement with respect to this activity, or with respect to the proceeds of the this activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

**6-B. Fair Housing and Non-Discrimination**

Implementation of the First Time Home Buyers Program will be consistent with the City's commitment to non-discrimination. No person shall be excluded from participation in, denied the benefit of, or be subject to

discrimination under any program or activity funded in whole or in part with state and federal funds on the basis of religion or religious affiliation, age, race, color, creed, gender (sex), sexual orientation, marital status, familial status (children), physical or mental disability, national origin, or ancestry, or other arbitrary cause. The City shall comply will all Federal and State Laws and Regulations pertaining to fair housing and equal opportunity including but not limited to the following references:

- Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.) The provisions for HUD programs may be found in 24 CFR Part 1.
- Section 109 of the Housing and Community Development Act of 1974
- Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101). Regulations found at 24 CFR Part 146.
- Section 504 of the Rehabilitation Act of 1973
- Americans with Disability Act (ADA) (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225).
- Equal Employment Opportunity (Executive Order 11246, as amended) Implementing regulations may be found at 41 CFR Part 60.
- Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259). Regulations may be found in 24 CFR Part 107.
- Title VIII of the Civil Rights Act of 1968, As Amended by the Fair Housing Amendments Act of 1988 (The Fair Housing Act).
- Fair Housing Act (42 U.S.C. 3601-3620) Fair Housing Act implementing regulations for HUD programs may be found in 24 CFR Part 100-115.

#### 6-C. Relocation of Displaced Tenants

1. Eligible properties purchased with funds under this Program must be owner-occupied, bank-owned, sold to existing tenants or vacant for three (3) months or longer in order to avoid displacing tenant households. It is not anticipated that the implementation of this Program will result in the displacement of any person, household or family.
2. All assisted units must comply with the Code of Federal Regulations (49 CFR Part 24) "Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) of 1970, as amended" and Section 104(d). This means that any person "displaced" as a result of the property being acquired with Federal funds is eligible for relocation assistance. As all assisted units under the City's FTHB Program must be vacant, owner-occupied, or occupied by the tenant making the purchase. No one shall be displaced as a result of the FTHB Program therefore URA or Section 104(d) will not be invoked.
3. Relocation assistance under the URA is not available to existing tenants displaced as a result of a sale assisted with City funds.

## 7. Exhibits

- A. 24 CFR Part 5 Annual Income Inclusions and Exclusions
- B. Maximum Loan Amount
- C. Income Limits
- D. Homebuyer Education Curriculum

### **Exhibit "A"**

#### 24 CFR Part 5 Annual Income Inclusions and Exclusions

#### Part 5 Inclusions

This following presents the Part 5 income inclusions as stated in the Code of Federal Regulations.

General Category Statement from 24 CFR 5.609 (b) - April 1, 2008

1. Income from wages, salaries, tips, etc. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. Business Income: Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness cannot be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest & Dividend Income: Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. Retirement & Insurance Income: The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except as provided in number 14 of Income Exclusions).
5. Unemployment & Disability Income: Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in number 3 of Income Exclusions).
6. Welfare Assistance: Welfare Assistance payments. 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;
  - (B) the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph is the amount resulting from one application of the percentage.
7. Alimony, Child Support, & Gift Income: Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. Armed Forces Income: All regular pay, special day and allowances of a member of the Armed Forces (except as provided in number 7 of Income Exclusions).
9. Section 8 Programs: For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition, 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.

#### Part 5 Exclusions

This following presents the Part 5 income exclusions as stated in the Code of Federal Regulations.

General Category Statement from 24 CFR 5.609 (c) - April 1, 2008

1. Income of Children: Income from employment of children (including foster children) under the age of 18 years.
2. Foster Care Payments: Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Inheritance and Insurance Income: Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in number 5 of Income Inclusions).
4. Medical Expense Reimbursements: Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of Live-in Aides: Income of a live-in aide (as defined in 24 CFR 5.403).
6. Student Financial Aid: Subject to number 9 on income inclusions, the full amount of student financial assistance paid directly to the student or to the educational institution.
7. "Hostile Fire" Pay: The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
8. Self-Sufficiency Program Income:
  - (A) Amounts received under training programs funded by HUD.
  - (B) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
  - (C) Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and that are made solely to allow participation in a specific program.
  - (D) Amounts received under a resident service stipend (as defined in 24 CFR 5.609(c)(8)(iv)).
  - (E) Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.
9. Gifts Temporary, nonrecurring, or sporadic income (including gifts).
10. Reparation Payments: Reparation payments paid by a foreign government pursuant to claims under the laws of that government by persons who were persecuted during the Nazi era.
11. Income from Full-time Students: Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).
12. Adoption Assistance Payments: Adoption assistance payments in excess of \$480 per adopted child.
13. [Reserved]
14. Social Security & SSI Income: Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
15. Property Tax Refunds: Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
16. Home Care Assistance: Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home; or
17. Other Federal Exclusions: Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24 CFR 5.609(c) apply.

**Exhibit "B"**  
Maximum Loan Amounts

**Maximum Loan Amount shall be 20% of Sale Price of home or \$40,000, whichever is less.**

The maximum amount of a HOME loan may not exceed the per-unit limits established under section 221(d)(3) of the National Housing Act as annually adjusted for bedroom size. These limits are available from the HUD Field Office. (Maximum per-unit subsidy amount and subsidy layering 92.250) Please refer to attached FHA Mortgage Limits List.

**Exhibit "C"**  
Income Limits

Total household income cannot exceed the limits listed below, based on household size.

**U.S. Department Of HUD 03/2009\***

**State: California  
Modesto, CA MSA**

<u>Persons</u>	<b>80% Low</b>
1	\$33,400.00
2	\$38,150.00
3	\$42,950.00
4	\$47,700.00
5	\$51,500.00
6	\$55,350.00
7	\$59,150.00
8	\$62,950.00

*\*Limits updated annually by HUD*

**Exhibit "D"**  
Homebuyer Education Curriculum

The 8 hour Homebuyer Education Course is required by all homebuyers on title receiving a FTHB loan. The course must be provided by a certified HUD approved housing counseling agency. A copy of the certificate of completion of the homebuyer education course must be submitted to the City. The following is a sample of an 8 hour course but may vary from agency to agency.

Lesson: Are you Ready to Buy a Home?

Owning a home is not for everyone. Some people do not want the responsibility.

Some people do not want to change their spending habits in order to make monthly payments on a home.

Objectives:

- The advantages & disadvantages of owning a home.
- Setting goals
- How to budget & save
- How much you can afford to pay for a home
- The importance of good credit when you try to borrow money
- How to find the right house in the right neighborhood.
- How to make an offer
- The steps to getting a loan
- How you can maintain and protect your home after you move in

#### Lesson: Budgeting and Credit

If we set realistic goals, then budgeting, that plain old everyday chore, can bring us one step closer to our dreams.

##### Objectives:

- Knowing where your money goes
- Setting goals
- Budgeting to meet your goals
- Cutting costs and finding ways to save
- Planning, so that unexpected expenses are less of a threat
- Understanding credit and protecting your credit rating
- Fixing credit problems

#### Lesson: Shopping for a Home

Buying a home is a complicated process. The sale of property is controlled by federal, state, and local laws. The purchase requires a legal contract between buyer and seller. Long term financing through a bank or mortgage company is standard and there are at least five different kinds of insurance involved in the average home purchase

#### Lesson: Getting a Mortgage

Getting a mortgage is more complicated than applying for a credit card or buying a car. This section will help you understand the steps involved in getting a mortgage loan.

##### Objectives:

- How a lender decided whether or not to give you a mortgage loan
- Calculating how much you can borrow
- Who makes mortgage loans
- The different types of loans that are available
- Shopping for the best loan
- The loan application
- The loan approval process
- What to expect at closing.

#### Lesson: Keeping Your Home and Managing Your Finance

A home is one of the biggest investments a person will ever make. This class is designed to help you take care of your home and take care of your finances so you can continue to enjoy home ownership for many years.

##### Objectives:

- Making your home safe and energy efficient
- Keeping your home in good repair
- Deciding when and how to remodel
- Getting involved in the life of your neighborhood
- Protecting your investment
- Budgeting for home ownership
- Keeping records and paying taxes
- Understanding refinancing
- What to do if you cannot make your payments

Upon completion of the program a "Certificate of Completion" for the First Time Home Buyer's Program will be provided to the borrower. Certificate will vary from agency to agency. A copy of the Certification must be provided to the City.

***For local HUD approved housing counseling agencies, please see attached list.***

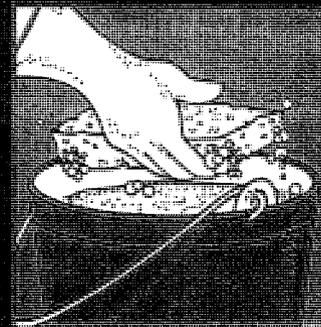
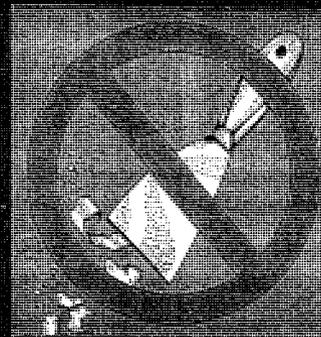
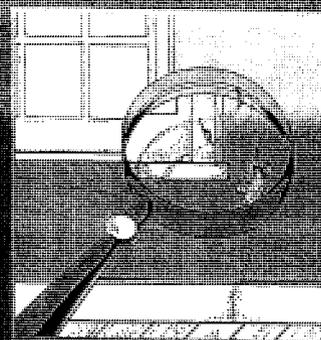
## Simple Steps To Protect Your Family From Lead Hazards

### If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



**Recycled/Recyclable**  
Printed with vegetable oil based inks on recycled paper  
(minimum 50% postconsumer) process chlorine free.



# Protect Your Family From Lead In Your Home

**EPA** United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

## Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

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**M**any houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



**OWNERS, BUYERS, and RENTERS** are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

**F**ederal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



**RENOVATORS** disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

## CPSC Regional Offices

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Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

**Eastern Regional Center**  
Consumer Product Safety Commission  
201 Varick Street, Room 903  
New York, NY 10014  
(212) 620-4120

**Western Regional Center**  
Consumer Product Safety Commission  
1301 Clay Street, Suite 610-N  
Oakland, CA 94612  
(510) 637-4050

**Central Regional Center**  
Consumer Product Safety Commission  
230 South Dearborn Street, Room 2944  
Chicago, IL 60604  
(312) 353-8260

## HUD Lead Office

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Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

**U.S. Department of Housing and Urban Development**  
Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, P-3206  
Washington, DC 20410  
(202) 755-1785

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U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207  
U.S. HUD Washington DC 20410

EPA747-K-99-001  
June 2003

## EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

### EPA Regional Offices

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (CPT)  
One Congress Street  
Boston, MA 02114-2023  
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 209, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3 (3WC33)  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-5000

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-6003

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-7577

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
(ARTD-RALI)  
901 N. 5th Street  
Kansas City, KS 66101  
(913) 551-7020

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
999 18th Street, Suite 500  
Denver, CO 80202-2466  
(303) 312-6021

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4164

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Toxics Section WCM-128  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1985

## IMPORTANT!

### Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

**FACT:** Lead exposure can harm young children and babies even before they are born.

**FACT:** Even children who seem healthy can have high levels of lead in their bodies.

**FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.

**FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

**FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

## Lead Gets in the Body in Many Ways

**Childhood lead poisoning remains a major environmental health problem in the U.S.**

**Even children who appear healthy can have dangerous levels of lead in their bodies.**

### People can get lead in their body if they:

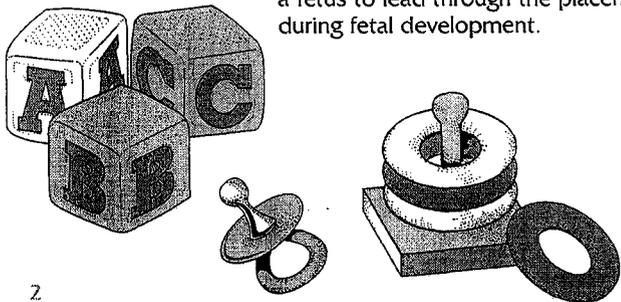
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

### Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

### Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



## For More Information

### The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit [www.epa.gov/lead](http://www.epa.gov/lead) and [www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/).

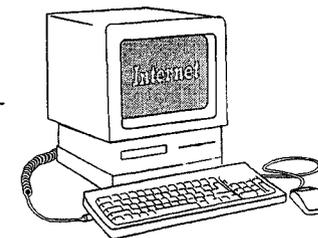


### EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: [www.cpsc.gov](http://www.cpsc.gov).

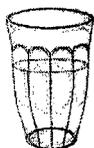


### Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at [www.epa.gov/lead](http://www.epa.gov/lead) or contact the National Lead Information Center at **1-800-424-LEAD**.

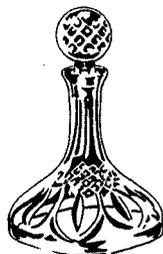
For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

## Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.

- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ **Old painted toys and furniture.**
- ◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.



## Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

### In children, lead can cause:

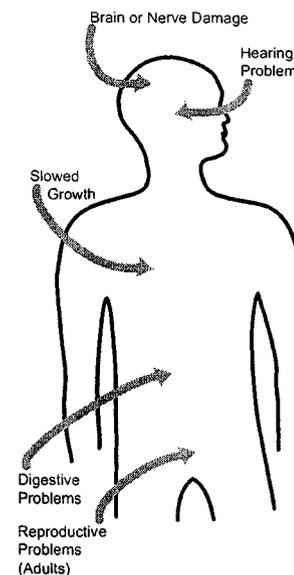
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

### In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



Lead affects the body in many ways.

## Where Lead-Based Paint Is Found

**In general, the older your home, the more likely it has lead-based paint.**

**Many homes built before 1978 have lead-based paint.** The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

## Checking Your Family for Lead

**Get your children and home tested if you think your home has high levels of lead.**

**To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.** Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

## Remodeling or Renovating a Home With Lead-Based Paint

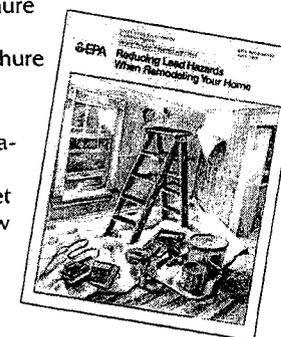
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



**If not conducted properly, certain types of renovations can release lead from paint and dust into the air.**



## Reducing Lead Hazards In The Home

**Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

**Always use a professional who is trained to remove lead hazards safely.**



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors;
- ◆ 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills; and
- ◆ 400  $\mu\text{g}/\text{ft}^2$  for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

## Identifying Lead Hazards

**Lead-based paint** is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged)** is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors.
- ◆ 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills.

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

**Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.**

## Checking Your Home for Lead

**Just knowing that a home has lead-based paint may not tell you if there is a hazard.**



You can get your home tested for lead in several different ways:

- ◆ A **paint inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

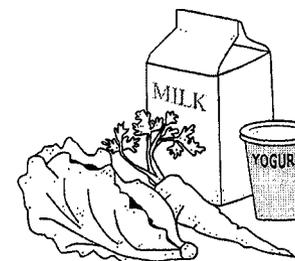
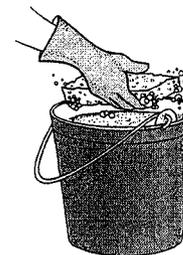
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these kits before doing renovations or to assure safety.

## What You Can Do Now To Protect Your Family

**If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:**

- ◆ **If you rent, notify your landlord of peeling or chipping paint.**
- ◆ **Clean up paint chips immediately.**
- ◆ **Clean floors, window frames, window sills, and other surfaces weekly.** Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**
- ◆ **Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.**
- ◆ **Wash children's hands often, especially before they eat and before nap time and bed time.**
- ◆ **Keep play areas clean.** Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ **Keep children from chewing window sills or other painted surfaces.**
- ◆ **Clean or remove shoes before entering your home to avoid tracking in lead from soil.**
- ◆ **Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products.** Children with good diets absorb less lead.





## FHA Mortgage Limits List - FHA Forward

Message: MORTGAGE LIMITS SUCCESSFULLY COMPLETED

Mortgage maximums as of Wednesday February 25, 2009  
(1 records were selected, 1 records displayed.)

MSA Name	MSA Code	Division	County Name	County Code	State	One-Family	Two-Family	Three-Family	Four-Family	Last Revised	Limit Year
MODESTO, CA (MSA)	33700		STANISLAUS	099	CA	\$423,750	\$542,450	\$655,700	\$814,900	01/01/2009	CY2010

Selection criteria  
 Sorted by: County  
 State: CA  
 County: Stanislaus  
 County Code:  
 MSA Name:  
 MSA Code:  
 Limit Type: FHA Forward  
 Last Revised:

The CY2010 basic standard mortgage limits for FHA insured loans are:

	One-family	Two-family	Three-family	Four-family
FHA Forward	\$271,050.00	\$347,000.00	\$419,425.00	\$521,250.00
HECM	\$625,500.00			
HOPE for Homeowners	\$550,440.00	\$704,682.00	\$851,796.00	\$1,058,574.00
Fannie/Freddie	\$417,000.00	\$533,850.00	\$645,300.00	\$801,950.00

High cost area limits are subject to a ceiling based on a percent of the Freddie Mac Loan limits  
 The ceilings for CY2010 are:

	One-family	Two-family	Three-family	Four-family
FHA Forward	\$625,500.00	\$800,775.00	\$967,950.00	\$1,202,925.00
HECM	\$417,000.00			
Fannie/Freddie	\$625,500.00	\$800,775.00	\$967,950.00	\$1,202,925.00

Section 214 of the National Housing Act provides that mortgage limits for Alaska, Guam, Hawaii, and the Virgin Islands may be adjusted up to 150 percent of the new ceilings. This results in new CY2010 ceilings for these areas of:

	One-family	Two-family	Three-family	Four-family
FHA Forward	\$938,250.00	\$1,201,162.00	\$1,451,925.00	\$1,804,387.00
Fannie/Freddie	\$938,250.00	\$1,201,162.00	\$1,451,925.00	\$1,804,387.00

This is a listing of the FHA single family mortgage limits. This listing was downloaded from the Department's Computerized Home Underwriting Management System. Since mortgage limits are updated constantly, please contact the [Homeownership Center](#) if you believe this information is in error.

You may download the mortgage limits data and it's file description using the [File Layouts Page](#)

Please Note: [Mortgagee Letter 2009-07](#) replaces the HECM limits described in [Mortgagee Letter 2008-35](#). It also replaces Forward Limits described in [Mortgagee Letter 2008-36](#).



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**Local HUD Approved Housing Counseling Agencies**

Agency Name	Phone Toll-Free Fax Number Email Website	Address	Counseling Services	Languages	Parent Organization
CLEARPOINT FINANCIAL SOLUTIONS INC.	Phone: 800-750-2227 Toll-free: 800-750-2227 Fax: 209-723-0149 E-mail: <a href="mailto:sam.hussain@clearpointccs.org">sam.hussain@clearpointccs.org</a> Website: <a href="http://www.clearpointccs.org">www.clearpointccs.org</a>	3351 M Street, Suite 100 Merced, California 95348	<ul style="list-style-type: none"> <li>▫ Homebuyer Education Programs</li> <li>▫ Mortgage Delinquency and Default Resolution Counseling</li> <li>▫ Postpurchase Counseling</li> <li>▫ Predatory Lending</li> <li>▫ Prepurchase Counseling</li> <li>▫ Renters Assistance</li> </ul>	English	CLEARPOINT FINANCIAL SOLUTIONS, INC.
CLEARPOINT FINANCIAL SOLUTIONS INC.	Phone: 800-750-2227 Toll-free: 800-750-2227 Fax: 209-522-1294 E-mail: <a href="mailto:sam.hussain@clearpointccs.org">sam.hussain@clearpointccs.org</a> Website: <a href="http://www.clearpointccs.org">www.clearpointccs.org</a>	1101 Standiford Ave., Suite D-4 Modesto, California 95350	<ul style="list-style-type: none"> <li>▫ Homebuyer Education Programs</li> <li>▫ Mortgage Delinquency and Default Resolution Counseling</li> <li>▫ Postpurchase Counseling</li> <li>▫ Predatory Lending</li> <li>▫ Prepurchase Counseling</li> <li>▫ Renters Assistance</li> </ul>	English Spanish	CLEARPOINT FINANCIAL SOLUTIONS, INC.
COMMUNITY HOUSING AND SHELTER SERVICES	Phone: 209-574-1149 Fax: 209-575-9818 E-mail: <a href="mailto:karencosner@sbcglobal.net">karencosner@sbcglobal.net</a>	823 15th Street P.O. Box 881 Modesto, California 95354	<ul style="list-style-type: none"> <li>▫ Homebuyer Education Programs</li> <li>▫ Money Debt Management</li> <li>▫ Mortgage Delinquency and Default Resolution Counseling</li> <li>▫ Postpurchase Counseling</li> <li>▫ Prepurchase Counseling</li> </ul>	English Spanish	
PROJECT SENTINEL	Phone: 209-236-1577 Toll-free: 888-331-3332 Fax: 209-236-1578 E-mail: <a href="mailto:solutions@stanislausmediation.org">solutions@stanislausmediation.org</a> Website: <a href="http://www.housing.org">www.housing.org</a>	412 Downey Avenue Modesto, California 95354	<ul style="list-style-type: none"> <li>▫ Fair Housing Assistance</li> <li>▫ Homebuyer Education Programs</li> <li>▫ Money Debt Management</li> <li>▫ Mortgage Delinquency and Default Resolution Counseling</li> <li>▫ Postpurchase Counseling</li> <li>▫ Predatory Lending</li> <li>▫ Prepurchase Counseling</li> <li>▫ Renters Assistance</li> <li>▫ Services for Homeless</li> </ul>	English Spanish	PROJECT SENTINEL