

# **A G E N D A**

## **BOARD OF COMMISSIONERS HOUSING AUTHORITY OF THE COUNTY OF MERCED**

**Quarterly Meeting  
Tuesday, January 16, 2018  
12:00 p.m.**

**Closed session immediately following**

Housing Authority of the County of Merced  
Administration Building  
405 "U" Street  
Board Room – Building B (Second Floor)  
Merced, CA 95341  
(209) 386-4139

Rachel Torres, Chairperson  
Margaret Pia, Vice-Chair  
Jose Delgadillo  
Evelyn Dorsey  
Jack Jackson  
Rick Osorio  
Jose Resendez

**All persons requesting disability related modifications or accommodations may contact the Housing Authority of the County of Merced at (209) 386-4139, 72 hours prior to the public meeting.**

All supporting documentation is available for public review in the office of the Administrative Assistant located in the Housing Authority Administration Building, Second Floor, 405 "U" Street, Merced, CA 95341 during regular business hours, 8:00 a.m. – 5:00 p.m., Monday through Friday.

The Agenda is available online at [www.merced-pha.com](http://www.merced-pha.com)

**Use of cell phones, pagers, and other communication devices is prohibited while the Board Meeting is in session. Please turn all devices off or place on silent alert and leave the room to use.**

**I. CALL TO ORDER AND ROLL**

**II. COMMISSIONER and/or AGENCY ADDITIONS/DELETIONS TO THE AGENDA**

(M/S/C): \_\_\_\_/\_\_\_\_/\_\_\_\_

**III. APPROVAL OF THE FOLLOWING MEETING MINUTES:**

A. November 15, 2017 Regular Meeting (M/S/C): \_\_\_\_/\_\_\_\_/\_\_\_\_



#### IV. UNSCHEDULED ORAL COMMUNICATION

##### NOTICE TO THE PUBLIC

This portion of the meeting is set aside for members of the public to comment on any item within the jurisdiction of the Commission, but not appearing on the agenda. Items presented under public comment may not be discussed or acted upon by the Commission at this time.

For items appearing on the agenda, the public is invited to comment at the time the item is called for consideration by the Commission. Any person addressing the Commission under Public Comment will be limited to a 5-minute presentation.

All persons addressing the Commission are requested to state their name and address for the record.

#### V. CONSENT CALENDAR:

- A. Rent Delinquency Report for December 2017
- B. Track Summary Report for December 2017
- C. Financial Reports for December 2017

(M/S/C): \_\_\_\_/\_\_\_\_/\_\_\_\_

#### VI. BUSINESS (INFORMATION AND DISCUSSION, RESOLUTION and ACTION ITEMS):

##### A. Information/Discussion Item(s):

##### 1.) Department Reviews (included in board packet)

- Quarterly Report – Finance
- Quarterly Report – Public Housing & Migrant Family Centers
- Quarterly Report – Housing Choice Voucher
- Quarterly Report – Human Resources
- 2018 Board Meeting & Closure Calendar

##### 2.) Director's Updates

##### B. Resolution Item(s):

- 1.) **Resolution No. 2018-01:** Approving the revision to the Public Housing Tenant Lease and added HUD required VAWA Addendum.

(M/S/C): \_\_\_\_/\_\_\_\_/\_\_\_\_

- 2.) **Resolution No. 2018-02:** Authorizing the Executive Director to enter into an amended purchase and sale agreement with Miguel Castro for 1600 Mitchell Lane, Atwater, CA accepting the \$174,244.00 indebtedness as satisfied in full, and authorizing the reconveyance of the property and recordation thereof.

(M/S/C): \_\_\_\_/\_\_\_\_/\_\_\_\_

##### C. Action Item(s):

None

#### VII. COMMISSIONER'S COMMENTS



**VIII. CLOSED SESSION ITEM(S):**

None

**IX. ADJOURNMENT**



# **MINUTES**

## **BOARD OF COMMISSIONERS HOUSING AUTHORITY OF THE COUNTY OF MERCED**

### **Regular Meeting Tuesday, November 15, 2017**

- I. The meeting was called to order by Chairperson Torres at 5:30 p.m. and the Secretary was instructed to call the roll.

**Commissioners Present:**

Rachel Torres, Chairperson  
Margaret Pia, Vice Chairperson  
Jose Delgadillo  
Evelyne Dorsey  
Jack Jackson  
Jose Resendez

**Commissioners Absent:**

None

Chairperson Torres declared there was a quorum present.

**Staff Present:**

Rosa Vazquez, Executive Director/Board Secretary  
Dave Ritchie, Legal Counsel  
Brian Watkins, Finance Officer  
Blanca Arrate, Director of Housing Programs  
Gina Thexton, Director of Housing Programs  
Maria F. Alvarado, Executive Assistant

**Others Present:**

Mary McWatters, AFSCME Business Agent  
Ben Levine, Wulff, Hansen & Co.  
Mark Pressman, Wulff, Hansen & Co.  
Berta Perez, Member of the Public  
Patricia Murillo, Member of the Public  
Britt Lemas, HACM Staff  
Felix Zuniga, HACM Staff  
Guillermo Ruelas, HACM Staff  
Janae Elmasian, HACM Staff  
Lo Saechao, HACM Staff  
Patty Mora, HACM Staff  
Rita Davis, HACM Staff  
Samuel Arellano, HACM Staff  
Steven Perez, HACM Staff  
Tony Sanchez, HACM Staff



**II. COMMISSIONER and/or AGENCY ADDITIONS/DELETIONS TO THE AGENDA:**

Executive Director Vazquez requested that Items VI.A.I, VI.A.II, and VI.B.2 be moved to precede Item III Approval of the Following Minutes.

(M/S/C): Commissioner Delgadillo/Commissioner Resendez/passed unanimously

**III. BUSINESS (INFORMATION AND DISCUSSION, RESOLUTION and ACTION ITEMS):**

A. Information/discussion Item(s):

- 1.) Wulff, Hansen & Co. Municipal Advisors – Bond Review Presentation.

B. Resolutions Item(s):

- 1.) **Resolution No. 2017-28:** Appointing Wulff, Hansen, & Co. as a municipal advisor to the Housing Authority and authorizing the Executive Director to execute a municipal advisory agreement and addendums 1 & 2 to that agreement.

**(M/S/C):** Commissioner Osorio/Commissioner Pia/passed

Caucus 6:15 p.m. – 6:20 p.m.

C. Information/discussion Item(s):

- 1.) Homeowner Reconveyance Update and Plaque Presentation

**IV. APPROVAL OF THE FOLLOWING MEETING MINUTES:**

A. October 17, 2017 Quarterly Meeting

(M/S/C): Commissioner Delgadillo/Commissioner Resendez/passed unanimously

**V. UNSCHEDULED ORAL COMMUNICATION:**

Mary McWatters, AFSCME Business Agent presented a Public Information Request for the salary compensation study conducted for the Executive Director Salary.

Antonio Sanchez stated he was unclear of the “open” and “closed” session procedure. He also states that as the agency is set to save a considerable amount of money after the bond review, he challenges the board to review what the money will be designated towards. Antonio states that there is a need for extra help in order to help address past work orders. Staff can only do so much as staff must consider tenant and staff safety. Antonio also states he has been written up for not completing a unit. If the Board would put the money towards troops on the ground this would be best for the agency. He also stated



that if tenants were to grade us in our service, tenants would not grade us higher than a C. He reiterates that the money would be better allocated towards extra staff.

Guillermo Ruelas was in attendance and stated he too was not familiar with the comment portion of the meeting. He would like to remind the Board that they have requested a staff survey be conducted. He would like to know if this request has to be done formally. Guillermo went on to state that he received a response from Executive Director Vazquez regarding his written reprimand; however, there are other issues that have gone unaddressed. He states that staff still feels that nothing has been done to address the morale issue. Guillermo then stated that he feels that moving the resolution pertaining to the Executive Director was moved to the end purposely.

Lo Saechao stated that he feels that Executive Director Vazquez discriminates against him. For example, during REAC he and Martin did most of the work and during a visit to the site Executive Director Vazquez directed all of her questions to Acting Lead Foreman Celso Garcia. Lo also states that on one occasion Executive Director Vazquez walked past Celso Garcia's office and only acknowledged Celso and not him. Lo feels that this discrimination is due to his race and not to his work or anything that he has done as he has not received any write ups. Lo also mentioned that Legal Counsel stated, during a meeting, that staff knew what the job site assignment could be when they applied for the job, therefore, Rosa knew she would have to travel from her residence to the main office for work as well.

Legal Counsel Ritchie advised Chairperson Torres that if any complaints were received they should be forwarded to the proper channels. He also mentioned that staff could either present their claim in writing to Management/Human Resources or through the grievance procedure. Lo then stated that he cannot submit his complaint to Human Resources as he feels that Maria Alvarado "is with Rosa". Guillermo seconded Lo's feelings about not being able to go to Human Resources and states that Human Resources should be its own entity.

## **VI. CONSENT CALENDAR:**

- A. PHAS Report for October 2017
- B. Aged Receivables Report for October 2017
- C. Financial Reports for October 2017

(M/S/C): Commissioner Osorio/Commissioner Delgadillo/passed unanimously

## **VII. BUSINESS (INFORMATION AND DISCUSSION, RESOLUTION and ACTION ITEMS):**

- A. Information/discussion Item(s):

- 1.) Directors Updates:



- a. Executive Director Vazquez explained that Ms. Patricia Murillo was one of our acquisition home owners who was asked to come back to receive recognition from the Board and staff for attaining her goal to be a home owner.
- b. The last of the Migrant Centers has closed and work to prepare for next year's season will begin.
- c. REAC inspections were conducted and they were completed in less time than anticipated. These were scheduled for four days and were completed in two. The Authority received an 83%. Executive Director Vazquez thanked Public Housing and Migrant staff for their work.
- d. The Authority held a Halloween Party for staff and pictures of the party were included in the packet for review.
- e. The Authority is in the process of updating its logo and letterhead.
- f. A staff directory was provided to the Board so that they can review the Authority's history and staff.

**B. Resolutions Item(s):**

- 2.) **Resolution No. 2017-29:** Approving the submission of the Housing Authority's Housing Choice Voucher SEMAP Certification, HUD Form 52648 to HUD for Fiscal Year Ending September 30, 2017.

**(M/S/C):** Commissioner Osorio/Commissioner Dorsey/passed

- 3.) **Resolution No. 2017-30:** Approving the Housing Authority of the County of Merced Records Retention and Disposition Policy.

**(M/S/C):** Commissioner Pia/Commissioner Dorsey/passed

**C. Action Item(s):**

- 1.) **Action Item No. 2017-A-03:** Establishment of an Ad Hoc Committee for purposes of evaluating bond refinance or restructuring options.

**(M/S/C):** Commissioner Delgadillo/Commissioner Resendez/passed

After some discussion Commissioners Osorio and Pia were appointed to the Ad Hoc Committee.

**VIII. CLOSED SESSION ITEM(S):**

The Board of Commissioners went into closed session at 7:08 p.m. The following people were present:

Board Members

Rachel Torres, Chair  
Margaret Pia, Vice-Chair  
Evelyne Dorsey  
Jack Jackson

Others Present

Rosa Vazquez, Executive Director/Board Secretary  
David Ritchie, Legal Counsel



Jose Delgadillo  
Rick Osorio  
Jose Resendez

- A. Pursuant to Government Code §54967.6  
Public Employee Performance Evaluation for Executive Director
- B. Pursuant to Government Code §54956.8  
Proposed sale of vacant property located at 8880 E. Gerard Ave., Planada,  
CA 95635

The Board returned to Regular Session at 8:15 p.m. and direction was given to staff.

A. Resolutions Item(s):

- 4.) **Resolution No. 2017-25:** Approving amendment to the Employment Contract between the Housing Authority of the County of Merced and Rosa Vazquez.

Legal Counsel Ritchie provided brief introductory notes regarding the salary compensation for the current and previous Executive Director. Salary reviews showed that Ms. Vazquez came in a significantly lower rate than the former ED and the other four comparable Housing Authorities.

Ad Hoc Chairperson Jackson presented the summary of recommendations which include salary review information as well as the terms of the contract amendment.

Mary McWatters, AFSCME Business Agent, expressed disagreement with the increase percentage. She states that during bargaining the bargaining unit was told that there was no money and they only approved a 3% salary increase. She then stated that in other agencies the first to go are car allowances and that the Authority has vehicles Ms. Vazquez can use.

Guillermo Ruelas, states that the previous Executive Director was personable and that although there might have been certain issues there was mutual respect. He also states that if salaries are to be compared then length of employment should as well. He states that exiting salaries cannot be compared to starting salaries. Mr. Ruelas proceeded to quote Commissioner Osorio in stating the Board has an obligation to take care of funds and this is not taking care of the money. He also stated that during negotiations they were told that 3% was all that was feasible for the agency so how is Ms. Vazquez' raise an option. Mr. Ruelas stated that per the Board, Ms. Vazquez'





evaluation warrants a merit increase; however, the REAC scores went down. Mr. Ruelas stated that just like staff who sign up to work for the agency, Ms. Vazquez knew she would have to commute. He reiterated that the increase was not fair. He states that staff is only receiving their step increases and some staff people have maxed out and are not receiving any other increases. Workloads have tripled as there are only three Eligibility Specialists. Mr. Ruelas asks the Board if they also reviewed length of employment for those Executive Directors in the salary study. He states that a 33% increase is a slap in the face to the agency and that the survey was not done and this would have shown that there are issues. Mr. Ruelas stated that he feels Legal Counsel Ritchie “works” for Rosa and does not look out for the best interest of the agency. He also states that in recent time emails to the Human Resources department are replied to in a different manner and this leads staff to believe that they are being sent to Legal Counsel to address. Mr. Ruelas states that he might be ranting but he just cannot fathom approving this increase considering REAC scores have dropped and staff should have an input in the Executive Director’s review. Mr. Ruelas states that the new position of Clerk of the Board and Human Resources manager was created for Maria Alvarado solely so she would receive a pay increase as her current position did not allow for any further increases and to set up her entourage who will back Ms. Vazquez in anything. Mr. Ruelas then stated that as workloads increase so should their compensation. Mr. Ruelas states that although he is not questioning the Board’s ability to make decisions he wants the Board to wake up and see what’s going on as he feels they sometimes just go with what’s presented to them. He also questions where the money for the increase will come from since the budgets are set. He urges the Board to look out for the entire agency not just upper management, “the ivory tower”. That is how staff sees upper management; in their ivory tower, untouchable and what they say goes.

Legal Counsel Ritchie would like to address the concerns raised. He takes considerable exception to the comments made as the recommendation is the Ad Hoc’s recommendation not his. Legal Counsel Ritchie receives the data and presents it to the Ad Hoc committee. This is not a personal recommendation. He asks that the member retract his statement.

Guillermo Ruelas stated that he “felt like Legal Counsel Ritchie works for Rosa not that he made the recommendation”.

Bertha Perez asks the Board what counties were compared and length of employment. Are the counties comparable? Counties like Imperial



and Kern County are more comparable as they have similar poverty levels and pay rates.

Legal Counsel Ritchie stated that the information requested is available and proceeded to present the data to all present.

Britt Lemas, a twenty-two year employee of the Authority, stated that she participated in the last union negotiations, and has done so pretty much every time since she started working at the agency. Ms. Lemas states that the bargaining team was told that an additional 1% increase in staff salary was not sustainable so how is it that a 33% increase is. Staff had to fight for the 3% increase and to keep their holidays, which management staff ended up receiving as well. Ms. Lemas states that it is an insult to see some of the management salary increases. She has been maxed out for several years and during her time here she has never seen a 16% increase. She asks that the Board look into this and conduct the staff survey.

Tony Sanchez requests what is the proper way to request something to the Board or how to get an item on the Agenda. Commissioner Delgadillo advised him to reach out to his Union Representative. Mary McWatters proceeded to explain to Commissioner Osorio what had transpired during the first meeting where staff requested that a survey be conducted on management staff. Commissioner Osorio asks if that is not something that the Union should be addressing. Tony Sanchez again asked the Board for clarification on how to get something formal. He then stated that this increase is absurd and that staff had to fight for the 3% received. Mr. Sanchez stated that as previously stated REAC dropped and the agency was previously a High Performer and the scores dropped. He also states that he travels to Dos Palos every day, so where is his allowance and his gas? Ms. Vazquez should be able to provide her own like they do. The requested amount is not right and the Board needs to do the right thing even if it's not easy. Mr. Sanchez stated that the data presented is based on data that is in "your favor". He hopes the Board does the right thing.

**(M/S/C):** Commissioner Jackson/Commissioner Dorsey/passed

## **IX. COMMISSIONER'S COMMENTS**

The Commission stated that although difficult, the decision made regarding the contract amendment was just and justified based on the information/comparisons received. The Commission also stated that they wish to resolve the issues brought to their attention but staff must utilize the proper channels to do so.



**X. ADJOURNMENT**

There being no further business to discuss, the meeting was adjourned at 9:08 p.m.

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Chairperson Signature / Date

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Secretary Signature/ Date



## Merced Summarized AR-II

Trans through=12/31/2017

Amp Code	Property Code	Thirty Day	Sixty Day	Ninety Day	OverNinety Day	Total AR	Prepayments	Ending Balance	Total Charges Past Year	% AR of Charges
<b>AMP 1-Merced and Atwater</b>										
PH-AMP1	ca023001	689.96	(442.00)	202.15	(578.07)	(127.96)	(1,367.62)	(1,495.58)	411,205.78	-0.03%
PH-AMP1	ca023010	351.21	10.00	30.00	-	391.21	(1,818.09)	(1,426.88)	214,926.61	0.18%
PH-AMP1	ca023013	179.97	81.00	-	-	260.97	(364.41)	(103.44)	76,235.13	0.34%
PH-AMP1	ca023021	(20.12)	-	-	-	(20.12)	-	(20.12)	4,128.00	-0.49%
PH-AMP1	ca023023	-	-	-	-	-	(1.89)	(1.89)	13,166.00	0.00%
<b>Total AMP 1-Merced and Atwater</b>		<b>1,201.02</b>	<b>(351.00)</b>	<b>232.15</b>	<b>(578.07)</b>	<b>504.10</b>	<b>(3,552.01)</b>	<b>(3,047.91)</b>	<b>719,661.52</b>	<b>0.07%</b>
<b>AMP 2-Atwater, Winton, and Livingston</b>										
PH-AMP2	012a	1,334.17	82.00	-	(955.01)	461.16	(703.82)	(242.66)	147,471.54	0.31%
PH-AMP2	012b	2.58	-	-	(301.00)	(298.42)	(1,187.75)	(1,486.17)	33,452.09	-0.89%
PH-AMP2	atw	34.00	-	-	-	34.00	(944.00)	(910.00)	93,100.28	0.04%
PH-AMP2	ca023003	1,092.56	77.00	-	-	1,169.56	(0.44)	1,169.12	71,876.58	1.63%
PH-AMP2	ca023006	1,202.40	175.17	-	20.00	1,397.57	(1,490.30)	(92.73)	353,065.43	0.40%
<b>Total AMP 2-Atwater, Winton, and Livingston</b>		<b>3,665.71</b>	<b>334.17</b>	<b>-</b>	<b>(1,236.01)</b>	<b>2,763.87</b>	<b>(4,326.31)</b>	<b>(1,562.44)</b>	<b>698,965.92</b>	<b>0.40%</b>
<b>AMP 3-Los Banos and Dos Palos</b>										
PH-AMP3	012c	1,209.20	52.00	-	-	1,261.20	(77.06)	1,184.14	50,094.36	2.52%
PH-AMP3	012d	39.15	(334.00)	-	-	(294.85)	(575.29)	(870.14)	42,806.74	-0.69%
PH-AMP3	ca023002	331.62	-	-	-	331.62	(788.70)	(457.08)	95,647.67	0.35%
PH-AMP3	ca023004	(751.56)	(249.66)	-	-	(1,001.22)	(600.82)	(1,602.04)	213,212.47	-0.47%
PH-AMP3	ca023005	(129.60)	226.00	-	1,535.04	1,631.44	-	1,631.44	109,280.64	1.49%
PH-AMP3	ca023011	-	-	-	-	-	(411.99)	(411.99)	55,271.92	0.00%
PH-AMP3	dp	35.00	(10.00)	-	-	25.00	(779.10)	(754.10)	161,351.78	0.02%
PH-AMP3	mid	2,537.61	1,668.19	46.38	-	4,252.18	(1,568.25)	2,683.93	287,734.45	1.48%
<b>Total AMP 3-Los Banos and Dos Palos</b>		<b>3,271.42</b>	<b>1,352.53</b>	<b>46.38</b>	<b>1,535.04</b>	<b>6,205.37</b>	<b>(4,801.21)</b>	<b>1,404.16</b>	<b>1,015,400.03</b>	<b>0.61%</b>
<b>AMP 4-Merced</b>										
PH-AMP4	ca023024	133.00	108.00	-	-	241.00	-	241.00	18,466.06	1.31%
<b>Total AMP 4-Merced</b>		<b>133.00</b>	<b>108.00</b>	<b>-</b>	<b>-</b>	<b>241.00</b>	<b>-</b>	<b>241.00</b>	<b>18,466.06</b>	<b>1.31%</b>
<b>FTYR-Planada</b>										
Farm Labor Housing	ft-yr	1,137.00	119.00	-	1,797.00	3,053.00	(3,033.00)	20.00	566,166.00	0.54%
<b>Total FTYR-Planada</b>		<b>1,137.00</b>	<b>119.00</b>	<b>-</b>	<b>1,797.00</b>	<b>3,053.00</b>	<b>(3,033.00)</b>	<b>20.00</b>	<b>566,166.00</b>	<b>0.54%</b>
		<b>9,408.15</b>	<b>1,562.70</b>	<b>278.53</b>	<b>1,517.96</b>	<b>12,767.34</b>	<b>(15,712.53)</b>	<b>(2,945.19)</b>	<b>3,018,659.53</b>	<b>0.42%</b>

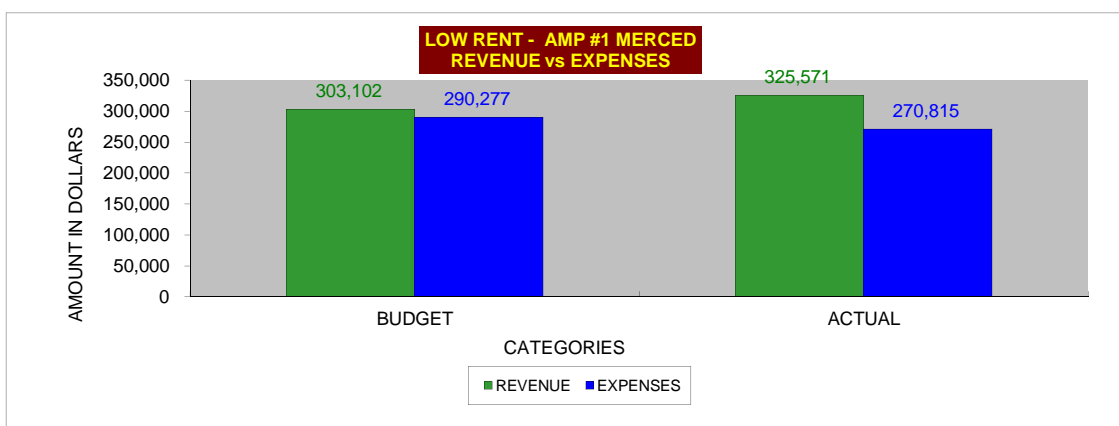
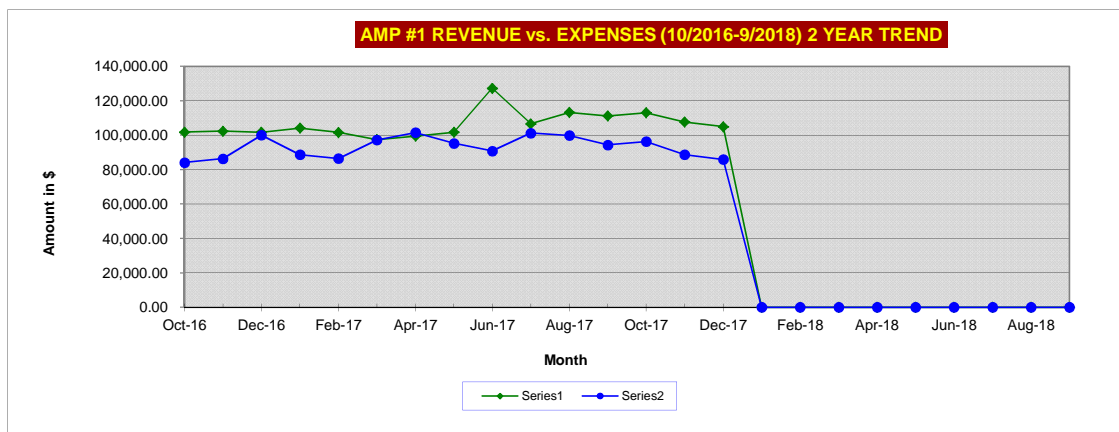
**PHAS Tracking Summary**  
**Fiscal Year Ending 09/30/18**

Indicators		Estimated Status at End of Month											
Sub-Indicator #1	Performance Scoring	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Lease Up Days		0	0	0									
Average Lease Up Days		0	0	0									
Make Ready Time		26	26	111									
Average Make Ready Days		26	26	56									
Down Days		0	0	0									
Average Down Days		0	0	0									
Total # Vacant Units Turned		1	1	2									
Total # Turn Around Days		26	26	111									
Average Turn Around Days (To Date)	A = 0-20 B = 21-25 C = 26-30 D = 31-40 F = more than 50	26	26	56									

% Emergency Work Orders Abated W/in 24 hours	A = 99% B=98% C=97% D=96% E=95% F= less than 95%	100%	100%	100%									
Average # days to complete Non-Emergency Work Orders	A = 25 days or less B=26-36 C=31-40 D=41-50 E=51-60 F= greater than 60	29	22	21									

01-Oct-17

TO: 31-Dec-17



REVENUE	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
RENTS	166,902	174,815	316.10	331.09
NON-DWELL. RENTS	0	0	0.00	0.00
OTHER INCOME	1,200	9,425	2.27	17.85
PFS SUBSIDY	135,000	141,331	255.68	267.67
	<b>303,102</b>	<b>325,571</b>	<b>574.05</b>	<b>616.61</b>
EXPENSES	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
ADMIN.	103,754	88,728	196.50	168.04
TENANT SERVICES	0	247	0.00	0.47
UTILITIES	45,715	45,497	86.58	86.17
MAINT.	77,199	76,948	146.21	145.73
GENERAL	31,809	27,944	60.24	52.92
DEPRECIATION	31,800	31,452	60.23	59.57
EQUITY TRANSFERS	0	0	0.00	0.00
	<b>290,277</b>	<b>270,815</b>	<b>549.76</b>	<b>512.90</b>
NET SURPLUS	12,825	54,756		
NET FROM OPERATIONS	12,825	54,756		
ENDING EQUITY BALANCE	2,396,012	2,354,081		
NET SURPLUS	12,825	54,756		
ADD BACK DEPRECIATION	31,800	31,452		
CASH FLOW	44,625	86,208		

HOUSING AUTHORITY OF THE COUNTY OF MERCED

AMP 2 (.fs-amp2)

REVENUE & EXPENDITURE STATUS REPORT

FISCAL YEAR PERIOD FROM: 10/01/17 TO: 9/30/2018

REPORT PERIOD FROM:

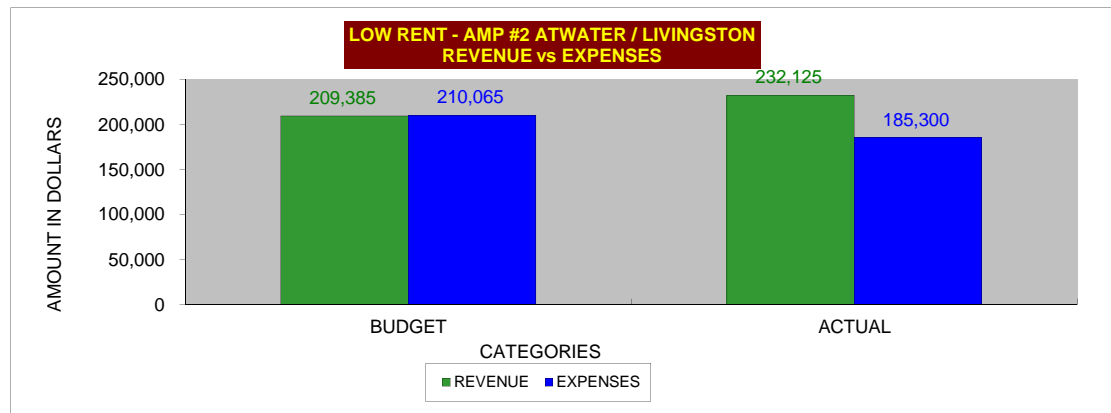
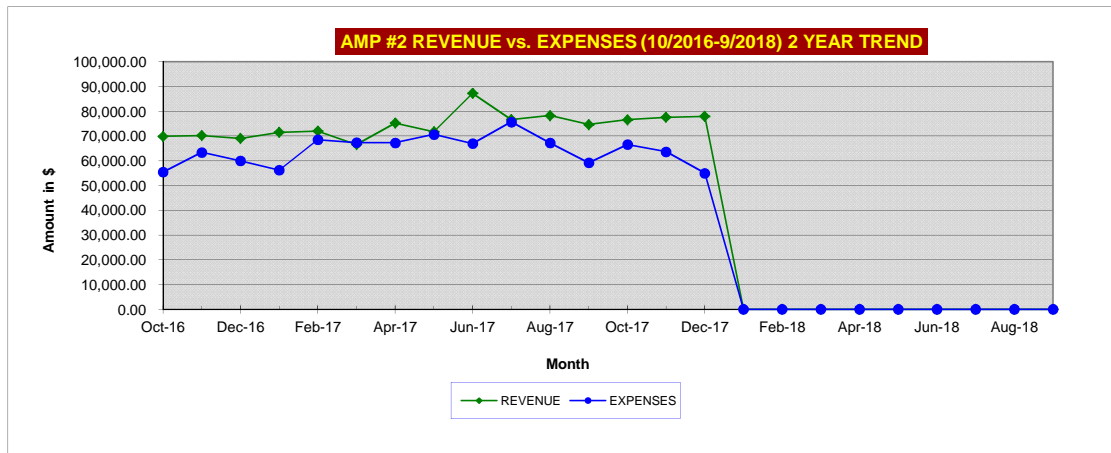
01-Oct-17

TO:

REV. RATE: 25.0%

# UNIT/MONTH: 1,404

31-Dec-17



REVENUE	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
RENTS	136,470	155,093	388.80	441.86
INTEREST	0	0	0.00	0.00
OTHER INCOME	3,915	1,683	11.15	4.79
PFS SUBSIDY	69,000	75,349	196.58	214.67
	<b>209,385</b>	<b>232,125</b>	<b>596.53</b>	<b>661.32</b>
EXPENSES	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
ADMIN.	73,427	59,742	209.19	170.20
UTILITIES	42,827	36,137	122.01	102.96
MAINT.	51,550	50,531	146.87	143.96
GENERAL	24,486	21,139	69.76	60.22
DEPRECIATION	17,775	17,580	50.64	50.09
EQUITY TRANSFERS	0	0	0.00	0.00
	<b>210,065</b>	<b>185,300</b>	<b>598.47</b>	<b>527.92</b>
NET SURPLUS	(680)	46,826		
NET FROM OPERATIONS	(680)	46,826		
ENDING EQUITY BALANCE	1,828,768	1,781,263		
NET SURPLUS	(680)	46,826		
ADD BACK DEPRECIATION	17,775	17,580		
CASH FLOW	17,095	64,406		

## HOUSING AUTHORITY OF THE COUNTY OF MERCED

AMP 3 (.fs-amp3)

## REVENUE &amp; EXPENDITURE STATUS REPORT

FISCAL YEAR PERIOD FROM: 10/01/17 TO: 9/30/2018

REV. RATE: 25.0%

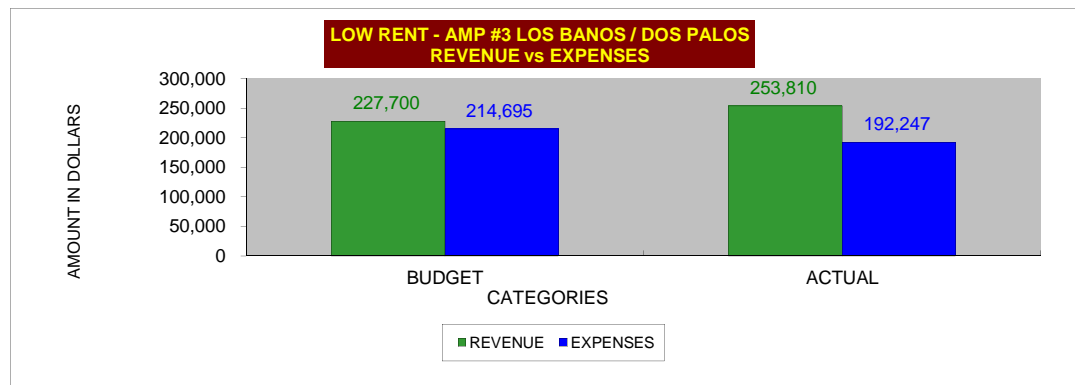
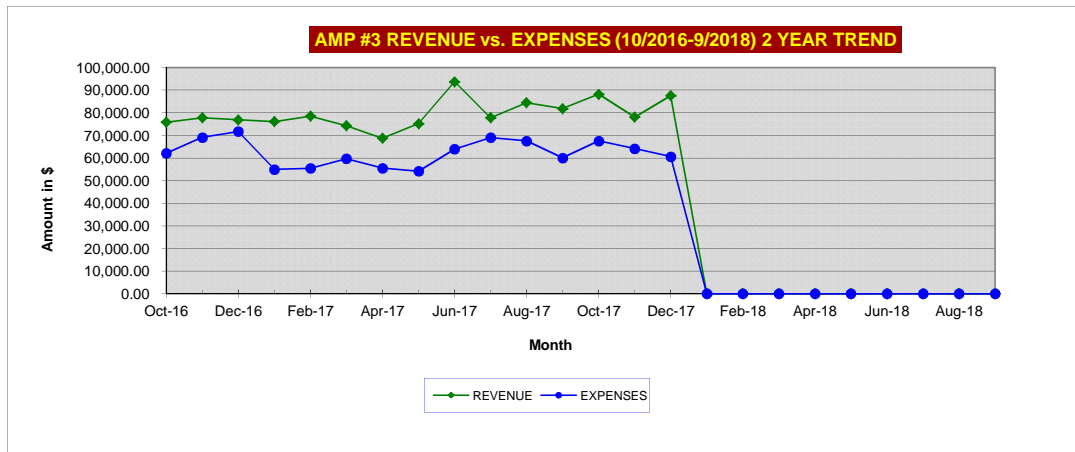
# UNIT/MONTH: 1,464

REPORT PERIOD FROM:

01-Oct-17

TO:

31-Dec-17

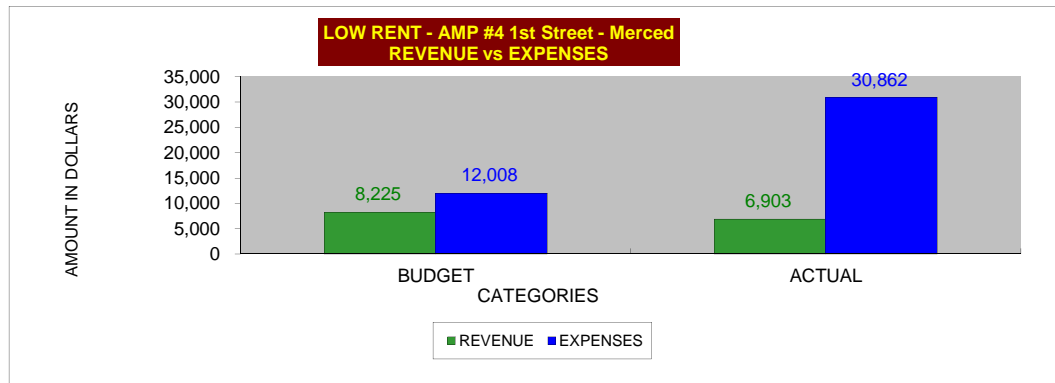
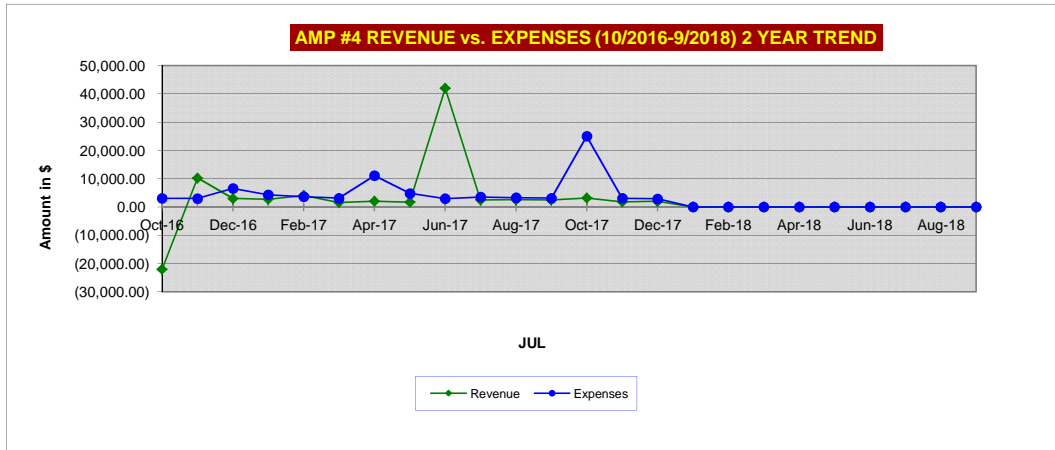


REVENUE	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
RENTS	123,614	150,150	337.74	410.25
INTEREST	0	0	0.00	0.00
OTHER INCOME	3,375	3,824	9.22	10.45
PFS SUBSIDY	100,711	99,836	275.17	272.78
	227,700	253,810	622.13	693.48
EXPENSES	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
ADMIN.	74,315	58,550	203.05	159.97
UTILITIES	37,782	31,303	103.23	85.53
MAINT.	65,154	69,308	178.02	189.37
GENERAL	22,838	18,470	62.40	50.47
DEPRECIATION	14,606	14,445	39.91	39.47
EQUITY TRANSFERS	0	0	0.00	0.00
	214,695	192,247	586.61	525.28
NET SURPLUS	13,005	61,563		
NET FROM OPERATIONS	13,005	61,563		
ENDING EQUITY BALANCE	1,764,122	1,715,564		
NET SURPLUS	13,005	61,563		
ADD BACK DEPRECIATION	14,606	14,445		
CASH FLOW	27,611	76,008		



01-Oct-17

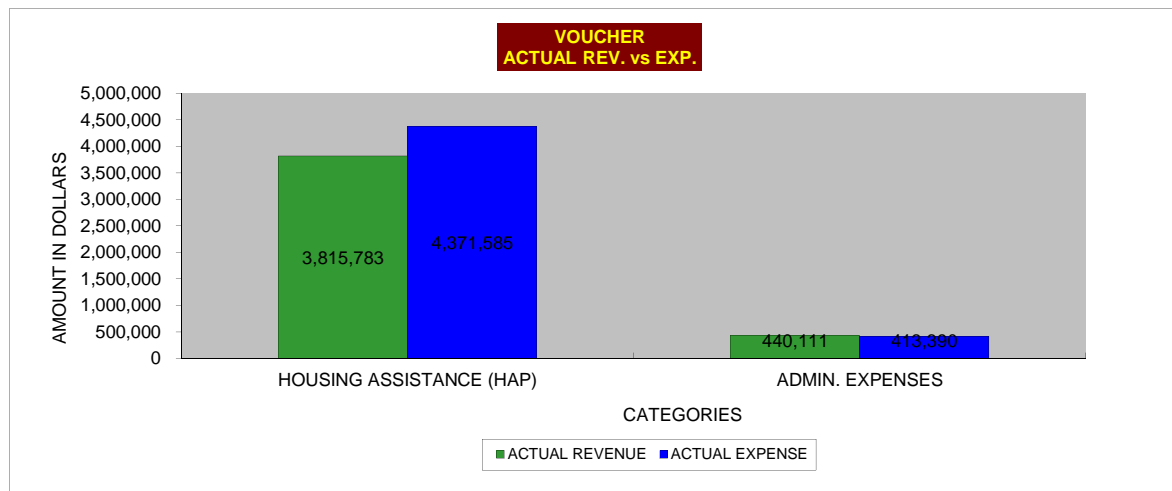
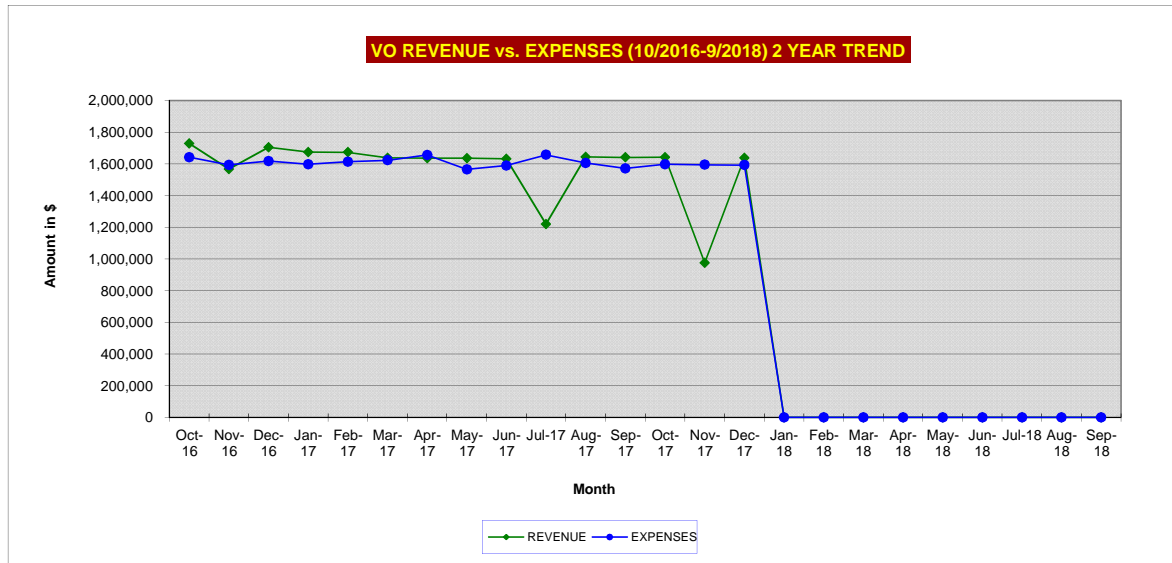
TO: 31-Dec-17



REVENUE	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
RENTS	4,500	2,249	250.00	124.94
OTHER INCOME	125	1,700	6.94	94.44
PFS SUBSIDY	3,600	2,954	200.00	164.11
CFP FUNDS	0	0	0.00	0.00
	8,225	6,903	456.94	383.49
EXPENSES	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
ADMIN.	3,319	2,313	184.39	128.51
UTILITIES	1,585	1,356	88.06	75.34
MAINT.	2,488	22,862	138.22	1,270.13
GENERAL	1,166	919	64.78	51.05
DEPRECIATION	3,450	3,411	191.67	189.50
EQUITY TRANSFERS	0	0	0.00	0.00
	12,008	30,862	667.12	1,714.53
NET SURPLUS	(3,783)	(23,959)		
NET FROM OPERATIONS	(3,783)	(23,959)		
ENDING EQUITY BALANCE	857,161	877,337		
NET SURPLUS	(3,783)	(23,959)		
ADD BACK DEPRECIATION	3,450	3,411		
CASH FLOW	(333)	(20,548)		

HOUSING AUTHORITY OF THE COUNTY OF MERCED  
VOUCHER  
REVENUE & EXPENDITURE STATUS REPORT  
FISCAL YEAR PERIOD FROM: 10/01/17 TO: 9/30/2018  
REPORT PERIOD FROM:

EXPEND. RATE: 25.0%  
BUDGET # VOUCHER MONTHS: 33,492  
YTD VOUCHERS 16,177 YTD % 48.3%  
TO: 31-Dec-17



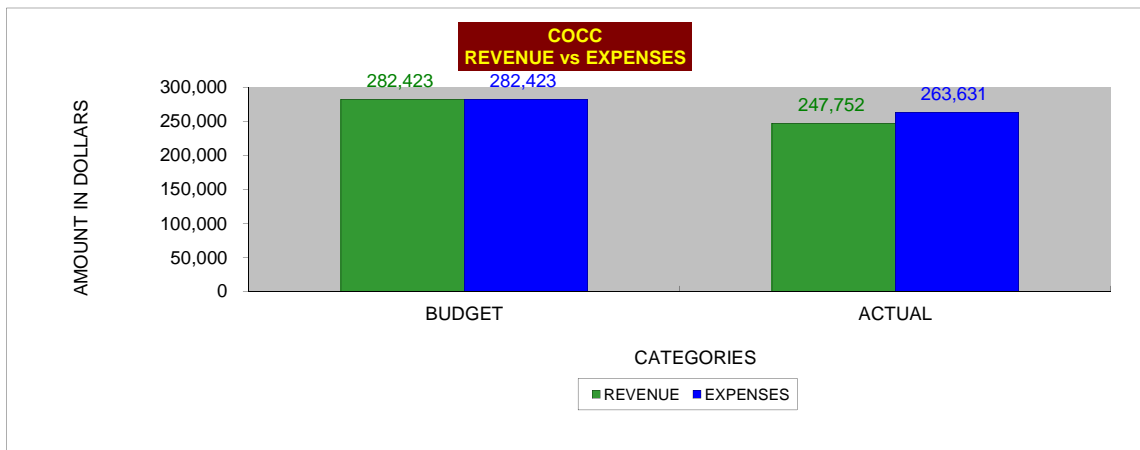
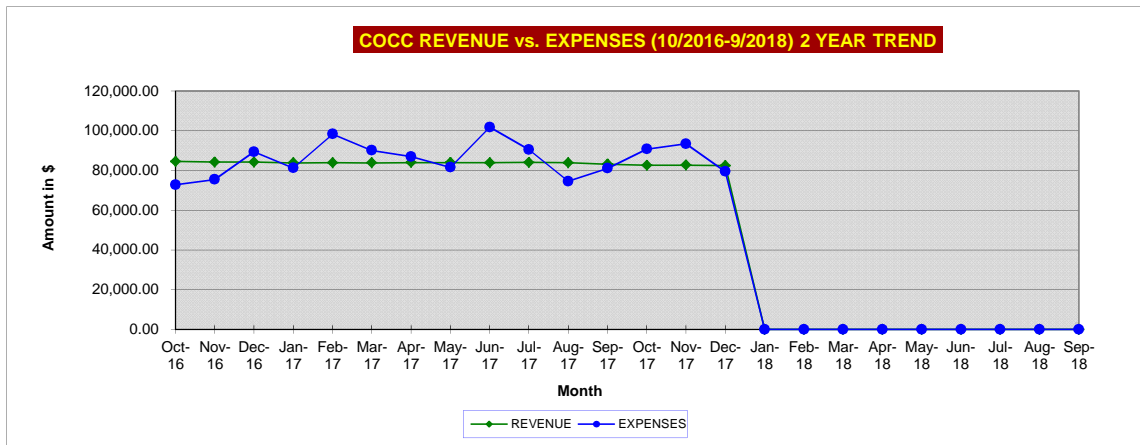
REVENUE	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
HOUSING ASSISTANCE (HAP)	4,500,450	3,815,783	537.50	455.72
ADMIN. FEES	463,950	440,111	55.41	52.56
	4,964,400	4,255,894	592.91	508.28
EXPENSES	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
HOUSING ASSISTANCE (HAP)	4,500,000	4,371,585	537.44	522.10
ADMIN. EXPENSES	425,555	413,390	50.82	49.37
	4,925,555	4,784,975	588.26	571.47
NET SURPLUS	38,845	(529,082)		
HAP SURPLUS YTD Change	450	(555,802)		
ADMIN SURPLUS YTD Change	38,395	26,720		
HAP SURPLUS BALANCE	(12,079)	(568,331)		
ADMIN SURPLUS BALANCE	(479,741)	(491,416)		

HOUSING AUTHORITY OF THE COUNTY OF MERCED  
 Central Office Cost Center (cocc)  
 REVENUE & EXPENDITURE STATUS REPORT  
 FISCAL YEAR PERIOD FROM: 10/01/17 TO: 9/30/2018  
 REPORT PERIOD FROM:

REV. RATE: 25.0%  
 # UNIT/MONTH: 2,940

01-Oct-17

TO: 31-Dec-17



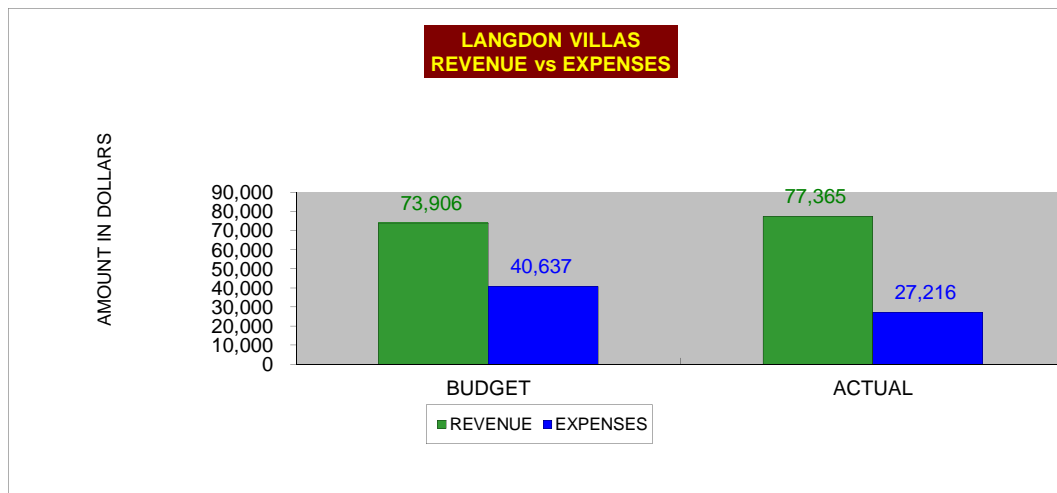
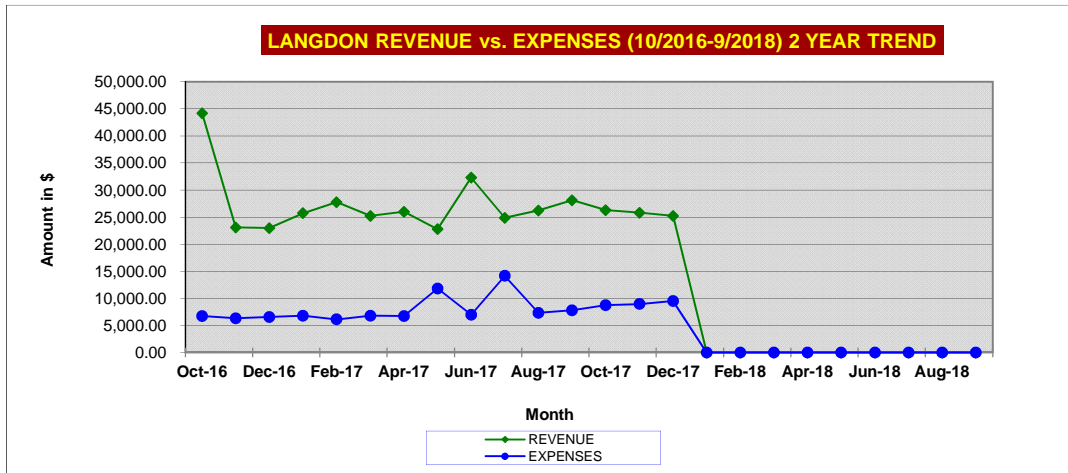
REVENUE	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
INTEREST	0	0	0.00	0.00
OTHER INCOME	0	0	0.00	0.00
MANAGEMENT FEES	252,383	247,752	343.38	337.08
ASSET MANAGEMENT FEES	12,540	0	17.06	0.00
CFP ADMIN FEES	17,500	0	23.81	0.00
	<b>282,423</b>	<b>247,752</b>	<b>384.25</b>	<b>337.08</b>
EXPENSES	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
ADMIN.	219,826	214,701	299.08	292.11
UTILITIES	10,275	9,399	13.98	12.79
MAINT.	19,105	15,411	25.99	20.97
GENERAL	33,217	23,943	45.19	32.58
	<b>282,423</b>	<b>263,631</b>	<b>384.24</b>	<b>358.69</b>
NET SURPLUS	0	(15,879)		
NET FROM OPERATIONS	0	(15,879)		
ENDING RESERVE BALANCE	(289,939)	(305,818)		
NET SURPLUS	0	(15,879)		
ADD BACK DEPRECIATION	0	0		
CASH FLOW	0	(15,879)		

HOUSING AUTHORITY OF THE COUNTY OF MERCED  
 Langdon  
 REVENUE & EXPENDITURE STATUS REPORT  
 FISCAL YEAR PERIOD FROM: 10/01/17 TO: 9/30/2018  
 REPORT PERIOD FROM:

REV. RATE: 25.0%  
 # UNIT/MONTH: 12

01-Oct-17

TO: 31-Dec-17



REVENUE	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
RENTS	11,550	11,550	3,850.00	3,850.00
INTEREST	0	0	0.00	0.00
MANAGEMENT FEES	55,606	55,973	18,535.33	18,657.67
OTHER INCOME	6,750	9,842	2,250.00	3,280.71
	<b>73,906</b>	<b>77,365</b>	<b>24,635.33</b>	<b>25,788.38</b>

EXPENSES	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
ADMIN.	17,007	11,420	5,669.00	3,806.81
UTILITIES	375	328	125.00	109.26
MAINT. & OPER.	1,250	689	416.67	229.73
GENERAL	22,005	14,778	7,335.00	4,926.13
	<b>40,637</b>	<b>27,216</b>	<b>13,545.67</b>	<b>9,071.93</b>

<b>NET SURPLUS</b>	<b>33,269</b>	<b>50,149</b>		
<b>ENDING EQUITY BALANCE</b>	<b>9,850,414</b>	<b>9,867,294</b>		

# HOUSING AUTHORITY OF THE COUNTY OF MERCED

Langdon

ASSETS, LIABILITIES & FUND EQUITY

FISCAL YEAR PERIOD FROM: 10/01/17 TO: 9/30/2018

REPORT PERIOD FROM:

01-Oct-17

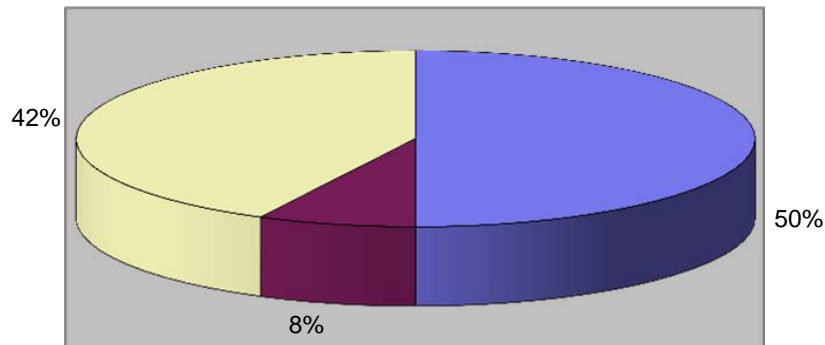
TO:

31-Dec-17

EXPEND. RATE:

# UNIT/MONTH:

## LANGDON VILLA BALANCE SHEET

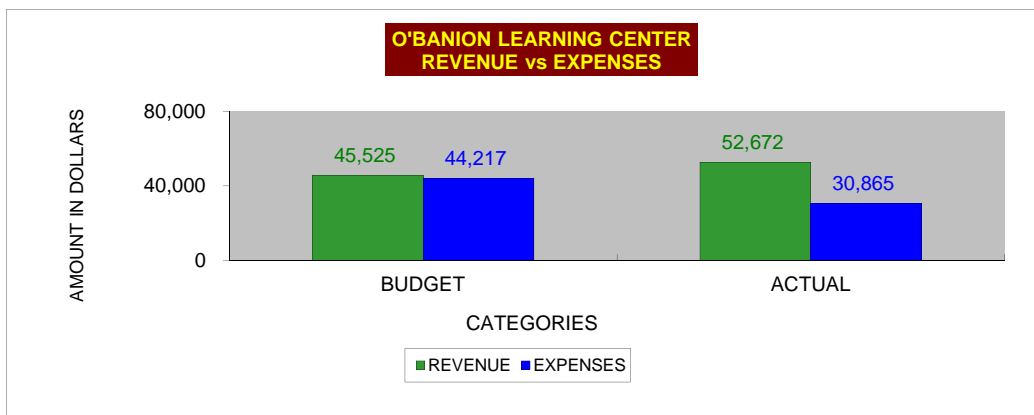
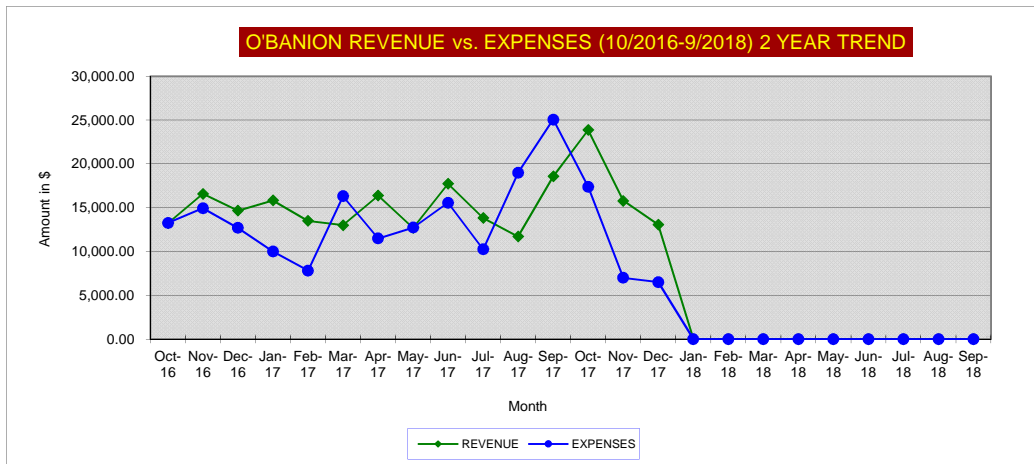


■ ASSETS ■ LIABILITIES ■ EQUITY

CATEGORIES	ASSETS	LIABILITIES	EQUITY	
CASH	3,915,149			
ACCTS. RECEIVABLE	131			
FIXED ASSETS	123,871			
NOTES RECEIVABLE	943,861			
2nd Trust Deeds	4,343,437			
OTHER L/T ASSETS	2,643,017			
DEFERRED OUTFLOWS	120,881			
ACCOUNTS PAYABLE		1,743		
Other Current Liabilities		151,593		
NOTES PAYABLE		0		
Other Non Current Liabilities		1,495,835		
DEFERRED INFLOWS		173,421		
PRIOR YEARS			10,217,605	
CURRENT YEAR			50,149	
EQUITY TRANSFERS			0	
	<b>\$12,090,347</b>	<b>\$1,822,593</b>	<b>\$10,267,755</b>	<b>\$12,090,347</b>
				LIAB. + EQUITY

HOUSING AUTHORITY OF THE COUNTY OF MERCED  
Obanion  
REVENUE & EXPENDITURE STATUS REPORT  
FISCAL YEAR PERIOD FROM: 10/01/17 TO: 9/30/2018  
REPORT PERIOD FROM: 01-Oct-17 TO: 31-Dec-17

REV. RATE: 25.0%  
# UNIT/MONTH: 72

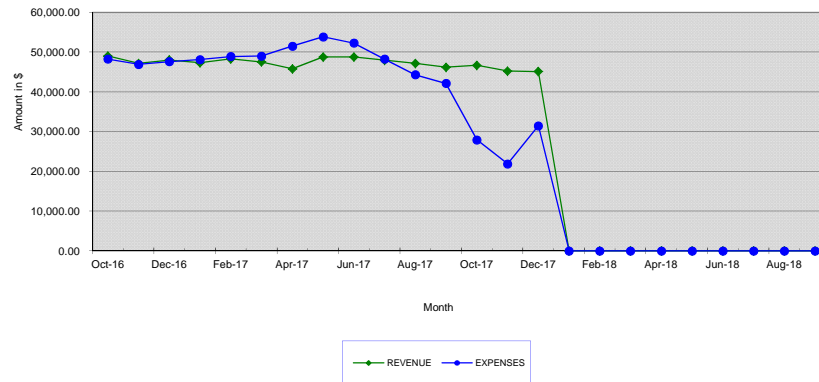


REVENUE	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
NON-DWELL. RENTS	45,525	52,672	2,529.17	2,926.21
OTHER INCOME	0	0	0.00	0.00
	<b>45,525</b>	<b>52,672</b>	<b>2,529.17</b>	<b>2,926.21</b>
EXPENSES	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
ADMIN.	4,850	5,592	269.44	310.69
UTILITIES	16,463	17,876	914.61	993.13
MAINT. & OPER.	9,124	7,081	506.89	393.39
GENERAL	330	315	18.33	17.50
DEPRECIATION	13,450	0	747.22	0.00
	<b>44,217</b>	<b>30,865</b>	<b>2,456.49</b>	<b>1,714.71</b>
NET SURPLUS	1,308	21,807		
ENDING EQUITY BALANCE	2,433,027	2,453,526		
ADD BACK DEPRECIATION	13,450	0		
CASH FLOW	14,758	21,807		

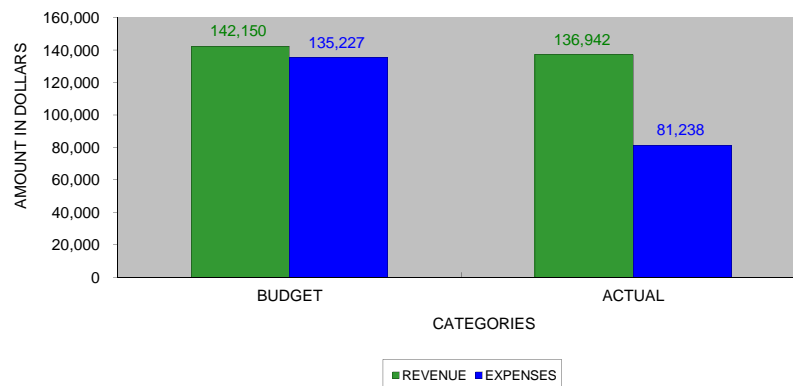
01-Oct-17

TO: 31-Dec-17

**FELIX TORRES YEAR ROUND CENTER - REVENUE vs. EXPENSES (10/2016-9/2018) 2 YEAR TREND**



**FELIX TORRES YR REVENUE vs EXPENSES**



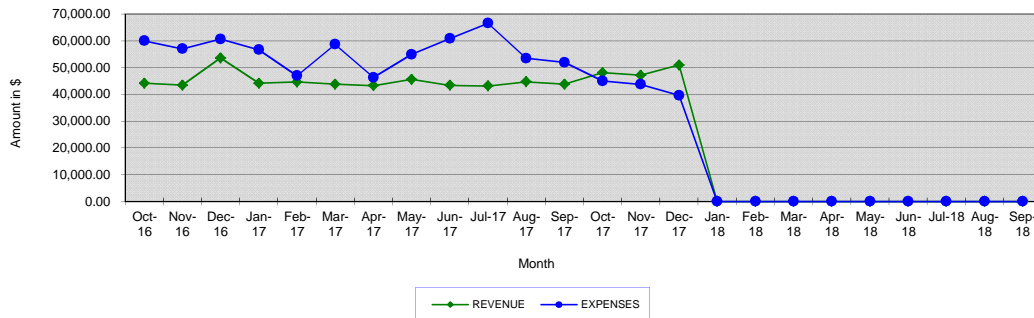
REVENUE	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
RENTS	141,900	136,475	1,028.26	988.95
INTEREST	0	0	0.00	0.00
OTHER INCOME	250	467	1.81	3.38
	<b>142,150</b>	<b>136,942</b>	<b>1,030.07</b>	<b>992.33</b>
EXPENSES	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
ADMIN.	27,379	14,807	198.40	107.30
UTILITIES	22,388	14,610	162.23	105.87
MAINT.	18,551	18,202	134.43	131.90
GENERAL	16,961	33,618	122.91	243.61
DEPRECIATION	49,948	0	361.94	0.00
EQUITY TRANSFERS	0	0	0.00	0.00
	<b>135,227</b>	<b>81,238</b>	<b>979.91</b>	<b>588.68</b>
NET SURPLUS	6,923	55,704		
NET FROM OPERATIONS	6,923	55,704		
ENDING EQUITY BALANCE	(157,905)	(109,123)		
NET SURPLUS	6,923	55,704		
ADD BACK DEPRECIATION	49,948	0		
LESS CAPITAL EXPENDITURES	0	0		
CASH FLOW	56,871	55,704		

01-Oct-17

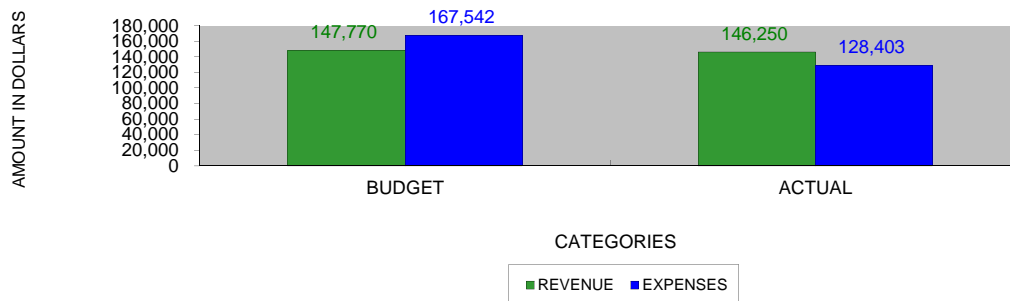
TO:

31-Dec-17

VALLEY VIEW REVENUE vs. EXPENSES (10/2016-9/2018) 2 YEAR TREND



VALLEY VIEW HOMES  
REVENUE vs EXPENSES



REVENUE	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
RENTS	145,190	141,067	662.97	644.14
INTEREST	450	0	2.05	0.00
OTHER INCOME	2,130	5,183	9.73	23.67
	<b>147,770</b>	<b>146,250</b>	<b>674.75</b>	<b>667.81</b>
EXPENSES	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
ADMIN.	38,757	26,069	176.97	119.04
UTILITIES	25,800	17,497	117.81	79.90
MAINT. & OPER.	36,729	25,456	167.71	116.24
GENERAL	8,673	6,944	39.60	31.71
DEPRECIATION	10,130	10,017	46.26	45.74
BOND INTEREST	42,890	42,420	195.84	193.70
BOND REPLACEMENT RESV	4,563	0	20.84	0.00
	<b>167,542</b>	<b>128,403</b>	<b>765.03</b>	<b>586.33</b>
<b>NET SURPLUS</b>	<b>(19,772)</b>	<b>17,847</b>		
BOND PRINCIPAL	18,750	0		
<b>ADJUSTED SURPLUS</b>	<b>(38,522)</b>	<b>17,847</b>		
ADD BACK DEPRECIATION	10,130	10,017		
ADD BACK BOND COST AMORT	0	0		
<b>CASH FLOW</b>	<b>(28,392)</b>	<b>27,864</b>		
<b>ENDING EQUITY BALANCE</b>	<b>(2,492,383)</b>	<b>(2,436,013)</b>		



HOUSING AUTHORITY OF THE COUNTY OF MERCED

Migrant (.migrant)

REVENUE & EXPENDITURE STATUS REPORT

FISCAL YEAR PERIOD FROM: 07/01/2017 TO: 06/30/2018

REPORT PERIOD

FROM:

01-Jul-17

TO:

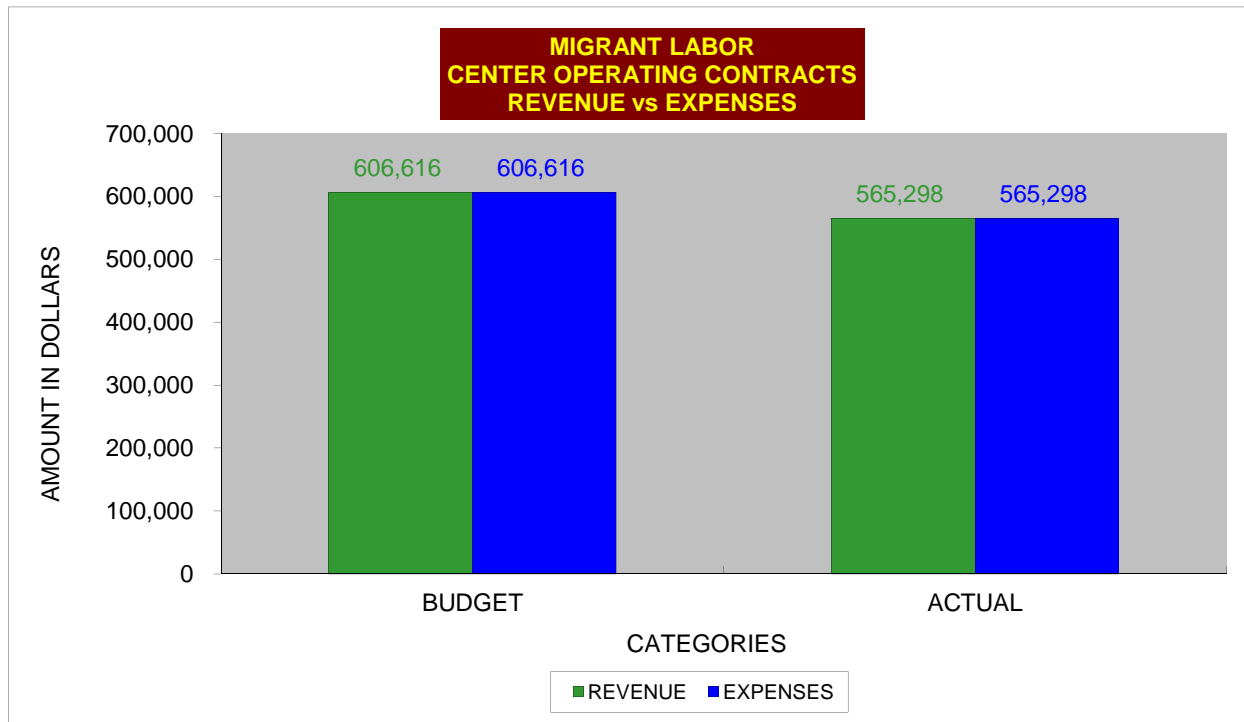
31-Dec-17

EXPEND. RATE:

50.3%

# UNIT/MONTH:

1,548



REVENUE	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
OMS OPERATING	606,616	565,298	779.46	726.37
	606,616	565,298	779.46	726.37
EXPENSES	YTD BUDGET	YTD ACTUAL	PUM BUDGET	PUM ACTUAL
PERSONNEL	302,488	232,734	388.68	299.05
OPERATIONS	161,528	175,445	207.55	225.43
MAINTENANCE	9,376	18,576	12.05	23.87
ADMINISTRATION	57,610	56,762	74.02	72.94
DEBT SERVICE	75,614	81,781	97.16	105.08
	606,616	565,298	779.46	726.37
NET SURPLUS	0	0		

## **STAFF REPORT**

**TO:** Board of Commissioners,  
Housing Authority of the County of Merced

**FROM:** Brian Watkins, Director of Finance

**DATE:** January 16, 2018

**SUBJECT:** Quarterly Report - Finance

### **Financial Reporting**

The unaudited financials for FY 2017 have been submitted to HUD and are currently under review.

### **Section 8 – Funding**

The Housing Authority of the County of Merced (“Authority”) 2017 Calendar Year (“CY”) Housing Assistance Payments (“HAP”) budget authority from the U.S. Department of Housing and Urban Development (“HUD”) to the Authority for the Housing Choice Voucher Program (“HCV”) is \$18,087,590. This amount was sent to the Authority by HUD on June 29<sup>th</sup>, 2017.

The current HAP expenses paid through December 2017 are \$17,387,904, which is 96.1% budget utilization. As of December 31, 2017 the Authority is allocated 2,791 vouchers. The calendar Year to Date (“YTD”) voucher unit months utilization is 32,070 vs authorized unit months of 33,492 (95.8% utilization).

### **Public Housing**

The 2018 Operating Subsidy worksheets for Public Housing will be completed during the first quarter of 2018. A final budget amount has not been determined by HUD.

### **Computer Systems**

The upgrade to YARDI Voyager 7 (Café Voyager) is in progress. Testing began during December 2017 and continues into January 2018. Go live for the conversion is scheduled for February 16<sup>th</sup>, 2018.

## STAFF REPORT

**TO:** Board of Commissioners,  
Housing Authority of the County of Merced

**FROM:** Blanca Arrate, Director of Housing Programs

**DATE:** January 16, 2018

**SUBJECT:** Quarterly Report (October 1<sup>st</sup> through December 31<sup>st</sup>) – Public Housing and Migrant Programs

This quarterly report provides information regarding Public Housing (“PH”) and the Migrant Family Centers. The information consists of vacancies, delinquent rents, and work order.

### PUBLIC HOUSING

The Housing Authority of the County of Merced (“Authority”) PH properties are allocated by Asset Management Project (“AMP”). An AMP may consist of several properties where one AMP can have up to 6 Authority owned property.

**421** Total number of conventional Public Housing units  
**73** Valley View/Project Based units

#### Quarterly Vacancies Filled

1 AMP 1 – Merced  
0 AMP 2 – Atwater/Livingston/Winton  
0 AMP 3 – Los Banos/Dos Palos  
0 AMP 4 – Merced  
1 PBV Valley View (Dos Palos Elderly)  
0 PBV Valley View (Midway)  
0 PBV Valley View (Atwater Elderly)

#### Evictions

0 AMP 1 – Merced  
0 AMP 2 – Atwater/Livingston/Winton  
0 AMP 3 – Los Banos/Dos Palos  
0 AMP 4 – Merced  
0 PBV Valley View (Dos Palos Elderly)  
2 PBV Valley View (Midway)  
0 PBV Valley View (Atwater Elderly)

#### Quarterly Public Housing AMP Work Orders Completed

484 Total for the reporting quarter  
207 AMP 1 – Merced

<u>48</u>	AMP 2 – Atwater/Livingston/Winton
<u>224</u>	AMP 3 – Los Banos/Dos Palos
<u>5</u>	AMP 4 – Merced

## **FARM LABOR YEAR ROUND HOUSING MIGRANT (SEASONAL) HOUSING**

### **Felix Torres Year Round Housing:**

Felix Torres Year Round Housing consists of 50 family units

- 90% Occupancy rate (Quarterly Vacancy Rate)
  - 45 units leased
  - 5 units vacant

### **Migrant (Seasonal) Housing:**

Atwater Migrant

Seasonal Housing consists of 59 family units – 2 manager units

- Atwater Migrant Center is scheduled to re-open on April 30, 2018.

Los Banos Migrant

Seasonal Housing consists of 48 units – 1 manager unit

- Los Banos Center is scheduled to re-open on May 15, 2018.

Merced Migrant

Seasonal Housing consists of 49 units – 2 manager units

- Merced Migrant Center is scheduled to re-open on May 21, 2018.

Planada Migrant

Seasonal Housing consists of 71 units – 2 manager units

- Planada Center is scheduled to re-open on May 29, 2018.

## STAFF REPORT

**To:** Board of Commissioners,  
Housing Authority of the County of Merced

**From:** Gina Thexton, Director of Housing Programs

**Date:** January 16, 2018

**Subject:** Oct 1<sup>st</sup> through Dec 31st Monthly/Quarterly Report – HCV Program

### **HOUSING CHOICE VOUCHER PROGRAM MONTHLY ACTIVITY**

#### **Voucher Count:**

**2648** Voucher families under contract  
**1073** Participant families have at least one disabled family member in their household  
**491** Participant families have at least one elderly family member in their household  
**38** Transfer families housed  
**27** New applicant voucher holders that are currently searching for suitable housing

#### **HCV Waiting List:**

**2085** Families currently are on the wait list  
**483** Have at least one disabled family members in their household  
**284** Have at least one elderly family member in their household

#### **HUD VASH Vouchers:**

**66** Allocated HUD VASH Vouchers  
**63** Under contract  
**1** Searching for Housing  
**1** Pending Inspection  
**1** Open

### **HOUSING CHOICE VOUCHER PROGRAM QUARTERLY ACTIVITY**

#### **Budget:**

Total Budget: \$4,521,897  
Total Actual Expense: \$4,316,045  
Under Expended HAP: \$205,852  
Utilization: 95.4%

#### **Lease-up:**

**5** Voucher holders have ported out to other jurisdictions  
**67** PBV personal declaration packets distributed  
**18** PBV vouchers leased

- 973** HCV personal declaration packets distributed
- 15** HCV vouchers issued
- 74** Request for Tenancy Approval forms received
- 40** HCV New families housed
- 13** Port-in families

**General Statistics:**

- 64** Participants have exited the Housing Choice Voucher Program

**HCV Family Self-Sufficiency:**

- 69** Families are actively enrolled in the Family Self-Sufficiency Program
- 35** Families have escrow accounts (\$81,544 combined total escrow amount)
- 0** Family “graduated” from the FSS program
- 5** Families forfeited their escrow account (\$10,825)

**Shelter Plus Care (S+C) Vouchers:**

- 8** Allocated S+C Vouchers
- 8** Under contract

## MEMORANDUM

**TO:** Board of Commissioners  
Housing Authority of the County of Merced

**FROM:** Maria F. Alvarado, Human Resources Manager

**DATE:** January 16, 2018

**SUBJECT:** Human Resources Quarterly Report

### Safety

During this last quarter the agency had zero reportable work comp injuries.

### Recruitments

- Public recruitments for the following positions closed on October 31, 2017.
  - Migrant Center Aide (Los Banos)
  - Farmworker Housing Center Aide (Felix Torres Year Round)
  - Housing Program Specialist (Felix Torres Year Round)
  - Receptionist/Typist (Housing Choice Voucher)
  - Administrative Clerk II (Housing Choice Voucher)

Of these recruitments, the Receptionist/Typist, Administrative Clerk, Farmworker Housing Center Aide and Housing Program Specialist positions were filled. Secondary interviews are being held for the Migrant Center Aide position.

- Current Recruitments:
  - An open recruitment for the position of Maintenance Manager is currently being held and the final filing date for this position is January 31, 2018.
  - A closed recruitment for the positions of Migrant Center Aide – Merced and Asset Manager are currently being conducted.

### Staff Training

During the last quarter all departments held their monthly/quarterly training.







Housing Authority of the County of Merced

# 2018

## HOLIDAY/FRIDAY CLOSURES



12:00 p.m. Board Meetings



5:30 p.m. Board Meetings



Friday Closures



Federal/State Holidays

JANUARY						
S	M	T	W	TH	F	S
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FEBRUARY						
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\*New Year's Day Holiday - Tuesday, January 1, 2019



## STAFF REPORT

**TO:** Board of Commissioners,  
Housing Authority of the County of Merced

**FROM:** Rosa Vazquez, Executive Director

**DATE:** January 16, 2018

**SUBJECT:** Recommendation to adopt **Resolution No. 2017-01**. It is recommended that the Board of Commissioners approve the revision of the Low Income Public Housing Lease and added HUD required VAWA Addendum.

The Housing Authority of the County of Merced ("Authority") Public Housing Tenant Lease, such schedules, rules, and regulations may be modified from time to time by the Authority provided that the Authority gives at least a thirty (30) day written notice to all tenants and the public.

The Authority must provide tenants with an opportunity to present written comments, which shall be taken into consideration by the Authority prior to the proposed modification becoming effective.

All public housing residents received notice November 15, 2017. No written comments were presented to the Authority from the residents. According to the Authority's HUD-approved Public Housing Admissions and Continued Occupancy Policy:

### **8-I.D. MODIFICATIONS TO THE LEASE**

*The lease may be modified at any time by written agreement of the tenant and the Housing Authority [24 CFR 966.4(a)(3)].*

#### *Modifications to the Lease Form*

*Schedules of special charges for services, repairs and utilities and rules and regulations, which are required to be incorporated in the lease by reference, shall be publicly posted in a conspicuous manner in the rental office and shall be furnished to applicants and tenants on request.*

*Such schedules, rules and regulations may be modified from time to time by the Housing Authority provided that the Housing Authority shall give at least a thirty (30) day written notice to each affected tenant identifying the proposed modification, the reasons for the changes, and providing the tenant an opportunity to present written comments which shall be taken into consideration by the Housing Authority prior to the proposed modification becoming effective [24 CFR 966.5]. A copy of such notice shall be:*

- a. Delivered directly or mailed to each tenant; or*

b. Posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the rental office, if any, or if none, a similar central business location within the project.

*Housing Authority Procedure*

*The Housing Authority will post notices of proposed lease changes in the following locations:*

- (1) The Rental Office of the public housing site;*
- (2) The Administration Office of the Housing Authority; and*
- (3) The Housing Authority's website ([www.merced-pha.com](http://www.merced-pha.com)).*

*The Housing Authority shall provide at least thirty (30) days notice to tenants and resident organizations identifying proposed changes in the lease form used by the Housing Authority, and providing an opportunity to present written comments. Comments submitted shall be considered by the Housing Authority before formal adoption of any new lease form [24 CFR 966.3].*

*Housing Authority Procedure*

*When the Housing Authority proposes to modify or revise schedules of special charges or rules and regulations, the Housing Authority will post a copy of the notice in the Administration Office, and may mail a copy of the notice to each resident family. Documentation of proper notice will be included in each resident file.*

*After the time period for public inspection of the proposed changes has occurred, the proposed changes will be incorporated into the lease and submitted to the Housing Authority's Board of Commissioners for approval. Once the revised lease has been approved by the Board of Commissioners, each family must be notified at least sixty (60) days in advance of the effective date of the new lease form or lease revision.*

**RECOMMENDATION**

It is hereby recommended that the Board of Commissioners of the Housing Authority of the County of Merced adopt **Resolution No. 2017-01**, approving the revision of the Low Income Public Housing Lease and added HUD required VAWA Addendum.

## RESOLUTION NO. 2018-01

### **APPROVING THE PUBLIC HOUSING TENANT LEASE REVISION & ADDED HUD REQUIRED VAWA ADDENDUM**

**WHEREAS**, the Housing Authority of the County of Merced seeks to encourage the provision of long-term housing for low-income persons residing within Merced County; and

**WHEREAS**, the Public Housing tenant lease, schedules, rules and regulations may be modified from time to time; and

**WHEREAS**, the Housing Authority of the County of Merced must provide a minimum thirty (30) day writing notice to all tenants which all tenants received on November 15, 2017; and

**WHEREAS**, the Housing Authority of the County of Merced allows the public an opportunity to present written comments which shall be taken into consideration prior to the proposed modification becoming effective; and

**WHEREAS**, the Housing Authority of the County of Merced did not receive any written comments; and

**THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of the Housing Authority of the County of Merced do hereby approve and adopt the revised Housing Resident Tenant Lease and added HUD required VAWA Addendum.

The foregoing resolution was introduced at the January 16, 2018 Board of Commissioners meeting of the Housing Authority of the County of Merced and adopted by the following vote:

Motion:

Second:

Ayes:

Nays:

Absent:

Abstain:

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Chairperson, Board of Commissioners  
Housing Authority of the County of Merced

Date: January 16, 2018



## Housing Authority of the County of Merced

405 U STREET MERCED, CA 95341  
PHONE (209) 722-3501 TDD 711 or 800-855-7100  
[www.merced-pha.com](http://www.merced-pha.com)

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November 15, 2017

### NOTICE TO ALL PUBLIC HOUSING RESIDENTS

Housing Authority of the County of Merced (HACM) is proposing a new Lease for all Public Housing residents. The changes reflect new updates required by the U.S. Department of Housing and Urban Development ("HUD") and administrative changes. The items listed below are some of the major proposed updates and or changes in the Lease:

- Emergency Transfer Plan pursuant to the Violence Against Women Act ("VAWA").
- Lease Addendum on Violence Against Women and Justice Department Reauthorization Act of 2005.
- Non-Sufficient Funds (NSF) fee increased to \$50.00.
- Rent Late Fee increased to \$25.00.
- All changes in family composition, income and related information necessary to determine eligibility and monthly rent must be reported in writing to Asset Manager within thirty (30) days of the occurrence.
- In an effort to improve the livability and conditions of the units owned and managed by the Housing Authority, uniform standards for Tenant housekeeping have been developed for all Tenant families. Housekeeping Standards have been incorporated into the new Lease.

For a full viewing of the proposed changes you may view the Lease in its entirety at the local rental office or the Administrative Office at 405 U Street, Merced, CA, or you may view online at [www.merced-pha.com](http://www.merced-pha.com)

Beginning November 17<sup>th</sup> through December 18<sup>th</sup>, 2017 there will be a 30-day public comment period on these proposed changes. Any comments may be submitted in writing and addressed to:

Housing Authority of the County of Merced  
Attention: Ms. Maria Alvarado – Public Comment re: Proposed PH Lease  
405 U Street, Merced, CA 95341  
Or via e-mail to: [mariaa@merced-pha.com](mailto:mariaa@merced-pha.com)

All written comments must be submitted no later than December 18, 2017.

Sincerely,

*Blanca Arrate*

Blanca Arrate  
Director of Housing Programs



**Housing Authority of the County of Merced  
Resident Dwelling Lease Agreement**

**THIS AGREEMENT** is executed between the Housing Authority of the County of Merced (herein called "Housing Authority" or "MANAGEMENT"), and \_\_\_\_\_ (herein called the "Tenant"), and becomes effective as of this date: \_\_\_\_\_.

1. **Premises:** That the Housing Authority, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant, (upon Terms and Conditions set forth in Lease Agreement) the dwelling unit LOCATED at \_\_\_\_\_ (and hereinafter called the "Premises"), has \_\_\_\_\_ bedroom(s), to be occupied exclusively as a private residence by Tenant and household. The Tenant Code Number is \_\_\_\_\_ [966.4 (a)]
2. **HOUSEHOLD COMPOSITION:** The Tenant's household is composed of the individuals listed below. All members of the household 18 years of age or older shall execute the Lease.

Name	Relationship	Date of Birth	Social Security #

3. **TERMS OF LEASE:** This Lease shall be for a period of twelve months.
4. **RENEWAL OF LEASE:** Lease shall be renewed for successive terms of twelve months after finalization of continued eligibility annual re-certification at which the monthly rental rate will be determined unless terminated by either party pursuant to Section 16 of this Lease. As a further condition, to the renewal of Lease, Tenant must comply with the Community Services Requirements as more fully described herein. NOTE: If the Tenant is not in compliance with the monthly Community Service requirement, the Lease will not be automatically renewed. Rent is due and payable on the first day of each calendar month unless the Lease is terminated by either party as herein provided.
5. **RENTAL PAYMENTS:**

☐

**This is the flat rent for the Premises.**

☐

**This rent is based on the income and other information reported by the Tenant(s).**

- a. Initial rent (prorated for partial month) shall be \$\_\_\_\_\_ for the period beginning \_\_\_\_\_ and ending at midnight on \_\_\_\_\_.
- b. Thereafter, the monthly rental amount is \$\_\_\_\_\_. All rental sums and charges shall be due and payable on the first day of each month, beginning on the month following the date of this Lease.

Tenants who have submitted a check for payment that is returned for Non-Sufficient Funds(NSF) shall be required to make all future payments with a money order or cashier's check, and pay the NSF fee of \$50.00.

Rent must be paid at those location(s) as now or hereafter designated by the MANAGEMENT.

- c. LATE FEE – A late fee of \$25.00 will be charged if rent is not paid by the 7<sup>th</sup> calendar day of each month. Tenant agrees that this Late Fee, which shall be considered charges, does not establish a grace period, is reasonable, and is to reimburse the Housing Authority for the administrative costs and expenses incurred when the rent is not received on the first of each calendar month. As required by law, Tenant is hereby notified that at Housing Authority's discretion, a negative credit report reflecting upon the Tenant's credit record may be submitted to a credit reporting agency if Tenant fails to pay rent on time.
  - d. In the event this Lease is terminated by Tenant as set forth any rents paid or due shall be pro-rated daily after the date of expiration of the thirty (30) days notice period. In the event Tenant vacates without notice, Tenant shall be charged with rent for the thirty (30) days after the Housing Authority learns that the unit has been vacated. Rental credits or charges shall be based upon a uniform thirty (30) day month. This rent will remain in effect unless adjusted in accordance with the provisions of this Lease.
  - e. IT IS EXPRESSLY UNDERSTOOD AND AGREED that in the event the Tenant is transferring from one Housing Authority operated dwelling unit to another Housing Authority operated dwelling unit, payment of any unpaid balance of rents or payments due under the previous Lease shall become a part of the consideration for the new Lease.
  - f. The receipt by MANAGEMENT of rent or payments due under the Lease with the knowledge of the breach of any covenant or condition and/or after service of a notice of termination, except where the breach is solely for the payment of delinquent rent thereof, shall not be deemed a waiver of such breach and MANAGEMENT may proceed forward with termination and eviction proceedings. Further, no waiver by MANAGEMENT of any of the provisions hereof, including the right to terminate the lease and continue eviction proceedings, shall be deemed to have been made upon acceptance of rent or any monies due and payable under this lease unless expressly stated in a writing signed by MANAGEMENT, its representatives or agents.
6. **SECURITY DEPOSIT [24 CFR 966.4 (b)(5)]:**
- a. Upon signing of this Lease Agreement, and in addition to the monthly rental payments required under Paragraph 5, the Tenant agrees to pay the Housing Authority the sum of \$\_\_\_\_\_ as a security deposit. Upon termination of this Lease, Tenant may request a move-out inspection. Such request must be made in writing and within 48 hours of the termination of the Lease. At the termination of this Lease, the Housing Authority may apply the security deposit money towards:
    - (1) The cost of repairing any damage to the Premises beyond ordinary wear and tear;
    - (2) The cost of cleaning of the Premises; and/or
    - (3) Any rent or other charges owed by Tenant.
  - b. The security deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit.
  - c. The Housing Authority shall hold the security deposit in trust for Tenant during the term of this Lease. Tenant agrees that Housing Authority may use any interest earned on the security



deposit for Tenant services and activities and Tenant agrees to waive any right to claim a refund of such interest.

**7. UTILITIES AND APPLIANCES [24 CFR 966.4(a)(1) (iv)]:**

**Housing Authority-Supplied Utilities**

If indicated by an (X) below, the Housing Authority provides the following utility(ies) as part of the rent for the Premises:

( ) Electricity    ( ) Natural Gas    ( ) Heating Fuel    ( ) Water    ( ) Sewerage  
( ) Garbage    ( ) Other

**Housing Authority-Supplied Appliances**

If indicated by an (X) below, the Housing Authority shall provide the following appliances for the Premises:

( ) Cooking Range    ( ) Refrigerator

**8. CHARGES FOR UTILITIES**

- a. Tenant agrees to maintain all other listed utility services which are not provided by Housing Authority during the entire term of this Lease. Tenant agrees to promptly pay for all such utilities furnished to the Premises.

**9. TERMS AND CONDITIONS:** The following terms and conditions of occupancy are made as a part of the Lease.

- a. Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the Lease. This provision permits reasonable accommodation of Tenant's guests or visitors for a period not exceeding fourteen (14) days each year. Tenant may request permission to extend the fourteen (14) day period upon written request to the Housing Authority Asset Manager [24 CFR 966.4 (d)(1)].
- b. Ability to Comply with Lease Terms: If, during the term of this Lease, the Tenant, by reason of physical or mental impairment is no longer able to comply with the material provisions of this Lease, and cannot make arrangements for someone to aid in complying with the Lease, and the Housing Authority cannot make any reasonable accommodation for the Tenant and/or to the Premises that would enable Tenant to comply with the Lease, then the Housing Authority may assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing. At the time of admission and at least annually, all Tenants may identify in writing the family member, friend, or social, health, advocacy, or other organization to be contacted if they become unable to comply with Lease terms.
- c. Recertification of Rent, Dwelling Size, and Eligibility. The rent amount as stated in 5b of this Lease is due each month until changed as described below:
  - (1) The status of each family is to be re-examined at least once a year. Tenants paying Flat Rent shall have their incomes re-examined every three years. Tenant shall certify to compliance with the eight (8) hours per month community service requirement, if applicable [24 CFR 960.603].
  - (2) Tenant promises to supply the Housing Authority, when requested or when there is any change, with accurate information about family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual

income, adjusted income, and monthly rent [24 CFR 966.4 (c)(2)]. Failure to immediately supply to the Housing Authority such information when requested or when there is any change is a serious violation of the terms of the Lease and may cause the Housing Authority to terminate the Lease. All information provided by Tenant must be verified by the Housing Authority. Tenant agrees to comply with the Housing Authority requests for verification by signing releases for third-party sources, presenting documents for review, and/or providing other suitable forms of verification [24 CFR 966.4 (c)(2)]. The Housing Authority shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such action must be taken for compliance under this section. This information will be used by the Housing Authority to decide whether the amount of the rent should be changed and whether the dwelling size is still appropriate for Tenant's needs.

If a family fails to attend two scheduled appointments without Housing Authority approval, the family will be in violation of the Lease and may be terminated in accordance with the Admissions and Continued Occupancy Policy as now or hereafter adopted, which is publicly posted in the Management Office.

(3) Rent will not change during the period between regular re-certifications, UNLESS during such period [24 CFR 966.4]:

(a) Tenant can verify a change in circumstances (such as decline in or loss of income) that would justify a reduction in rent. NOTE: Rent shall not be reduced because a Tenant's TANF/CalWORKs grant is reduced due to the Tenant committing welfare fraud or for failing to comply with the welfare department's economic self-sufficiency requirement.

(b) Rent formulas or procedures are changed by Federal law or regulation.

d. All changes in family composition, income and related information necessary to determine eligibility and monthly rent must be reported in writing to Asset Manager within thirty (30) days of the occurrence. Failure to report within the thirty (30) days may result in termination of the Lease and/or a retroactive rent charge [24 CFR 966.4 (c)(2)].

e. Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above; all notices will state the effective date of the rent adjustment.

(1) In the case of a rent decrease, the adjustment will become effective the first day of the month following the month in which the change was verified.

(2) In the case of a rent adjustment, when an increase in income occurs after a prior rent decrease and is reported within thirty (30) calendar days of the occurrence, the increase will become effective the first day of the month following a thirty (30) day notice to the family.

(3) In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income, the Housing Authority shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

f. Unit Transfers [24 CFR 966.4 (c)(3)]:

(1) Tenant agrees that if the Housing Authority determines that the size or design of the dwelling unit is no longer appropriate to the Tenant's needs, the Housing Authority shall send Tenant written notice of such determination. Tenant further agrees to accept a new Lease for a different dwelling unit of the appropriate size or design.

- (2) Housing Authority may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.
- (3) If a Tenant makes a written request for a reasonable accommodation in support of a documented disability, the Housing Authority may modify Tenant's existing unit. If providing the requested accommodation would result in a financial and administrative burden, the Housing Authority is required to take any other action that would not result in an undue financial and administrative burden. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, the Housing Authority may transfer Tenant to another unit with the features requested.
- (4) A Tenant without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit or at a time convenient to the needs and plans of the Housing Authority.
- (5) In the case of involuntary transfers, Tenant will be required to move into the dwelling unit made available by the Housing Authority. Tenant will have three (3) calendar days in which to turn in the keys to the previous unit. Tenants failing to turn in the keys in the required time frame will be served a notice of termination. Tenant will be responsible for all charges (i.e. damages, rent for both units, etc.).
- (6) Involuntary transfers are subject to the Grievance Procedure [24 CFR 966.4 (c)(4)].
- (7) Housing Authority will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Continued Occupancy Policies.
- (8) To provide emergency transfer to another available public housing unit in accordance with the Housing Authority of the County of Merced's Emergency Transfer Plan pursuant to the Violence Against Women Act ("VAWA") as now or hereafter amended. (5 CFR 5.2001 et seq).

**10. HOUSING AUTHORITY OBLIGATIONS [24 CFR 966.4 (e)]:** The Housing Authority shall be obligated:

- a. To maintain the dwelling unit and the development in a decent, safe and sanitary condition [24 CFR 966.4 (e)(1)].
- b. To comply with the requirements of applicable building codes, housing codes, and US Department of Housing and Urban Development ("HUD") regulations materially affecting health and safety [24 CFR 966.4 (e)(2)].
- c. To make necessary repairs to the dwelling unit [24 CFR 966.4 (e)(3)].
- d. To keep development building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition [24 CFR 966.4 (e)(4)].
- e. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances [24 CFR 966.4 (e)(5)].
- f. To provide and maintain appropriate receptacles and facilities (except a container for the exclusive use of an individual Tenant family) for the deposit of garbage, rubbish, and other waste removed from the premises by Tenant as required by this Lease [24 CFR 966.4 (e)(6)].
- g. To supply running water and reasonable amounts of hot water and a reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that

purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection [24 CFR 966.4 (e)(7)].

- h. To notify Tenant of the specific grounds for any proposed adverse action by the Housing Authority. Such adverse action includes, but is not limited to: a proposed Lease termination, transfer of Tenant to another unit, change in amount of rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities. When the Housing Authority is required to afford Tenant the opportunity for a hearing under the Housing Authority's Grievance Procedure for a grievance concerning a proposed adverse action [24 CFR 966.4(e)(8):
  - 1. The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of Lease termination, a notice of Lease termination that complies with 24 CFR 966.4 (l)(3) shall constitute adequate notice of proposed adverse action.
  - 2. In the case of a proposed adverse action other than a proposed Lease termination, the Housing Authority shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed [24 CFR 966.4 (e)(8)].

**11. TENANT'S OBLIGATIONS:** Tenant shall be obligated:

- a. To not assign the Lease, nor sublet the dwelling unit [24 CFR 966.4 (f)(1)].
- b. To not give accommodation to boarders or lodgers [24 CFR 966.4 (f)(2)].
- c. To not give accommodation to long term guests (in excess of fourteen (14) consecutive days) without the advance written consent of the Housing Authority.
- d. To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in the Lease, and not to use or permit its use for any other purpose [24 CFR 966.4 (f)(3)]. This provision does not exclude the care of foster children or live-in aide provider of a member of Tenant's family, provided the accommodation of such persons conforms to the Housing Authority's Occupancy standards, and so long as the Housing Authority has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit [24 CFR 966.4 (d)((3)(i))].
- e. To abide by necessary and reasonable rules now or hereafter promulgated by the Housing Authority for the benefit and well-being of the housing development and Tenants. These regulations shall be posted in a conspicuous manner in the Management Office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease [24 CFR 966.4 (f)(4)].
- f. To comply with the requirements of applicable state and local building or housing codes materially affecting health and/or safety of Tenant and household [24 CFR 966.4(f)(5)].
- g. To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition [24 CFR 966.4(f)(6)]. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris, seasonal maintenance such as holiday decorations and litter and to maintain all the Housing Authority Developments in a decent, safe, and sanitary condition [24 CFR 966.4 (g)].
- h. A Notice of Lease Termination will be served to Tenants if the Tenant or Tenant's guests/visitors deliberately disengage the dwelling unit's smoke detector(s) and/or carbon monoxide detector(s).

- i. To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner and only in containers approved or provided by the Housing Authority [24 CFR 966.4(f)(7)]. To refrain from, and cause members of Tenant's household or guests to refrain from, littering or leaving trash and debris in common areas.
- j. To use only in a reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances [24 CFR 966.4(f)(8)].
- k. To assure that Tenant, any member of the household, a guest, or another person under Tenant's control:
  - (1) Shall not engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of Housing Authority's public housing Premises by other Tenants or staff of the Housing Authority.
  - (2) Shall not engage in any drug-related criminal activity. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this Lease, the term drug-related criminal activity mean the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act [24 CFR 966.4 (f)(12)]).
  - (3) Shall not make any alterations or repairs or redecorations to the interior and exterior of the dwelling unit or to the equipment, or to install additional equipment or major appliances without written consent of the Housing Authority. Tenant shall not make any changes to locks or install new locks in the Premises.
  - (4) Shall give prompt prior notice to the Housing Authority, in accordance with this Lease, of Tenant's leaving dwelling unit unoccupied for any period exceeding two calendar weeks.
  - (5) Shall act in a cooperative manner with neighbors and Housing Authority staff.
  - (6) To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and Housing Authority staff.
  - (7) Shall not display, use, or possess or allow members of Tenant's household or guests to display, use or possess any illegal firearms (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of California anywhere on Housing Authority property. All legal weapons shall be registered with the Management. The failure to register any weapon shall be grounds for immediate termination of this Lease.
  - (8) Shall take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the Premises.
  - (9) Shall avoid obstructing sidewalks, areaways, or passages, and to avoid using these for purposes other than going in and out of the dwelling unit.
  - (10) Shall refrain from erecting or hanging radio or television antennas on or from any part of the Premises.
  - (11) Shall refrain from placing signs of any type in or about the Premises except those allowed under applicable zoning ordinances and then only after having received written permission of the Housing Authority.

(12) Shall refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the Housing Authority's Pet Policy, unless a verified disability warrants the possession of a service animal or companion animal, and then pursuant to rules now or hereafter adopted. (Attach Pet and Animal Responsibility Agreement Policy, if applicable)

☐ Applicable

☐ Not Applicable

(13) Shall remove from Housing Authority property any vehicles without valid registration. To refrain from parking any vehicles, trucks, trailers, recreational vehicles on the lawn or sidewalks, in any right-of-way or fire lane designated and marked by the Housing Authority. Any inoperable or unlicensed vehicle as described above will be removed from Housing Authority property at Tenant's expense. Major automobile repairs are not permitted on the Housing Authority site(s).

(14) Shall remove any personal property left on Housing Authority property when Tenant leaves, abandons or surrenders the dwelling unit. Personal property left for more than fifteen (15) days after notice is served or eighteen (18) days if notice is mailed to the tenant's last known address or new address, if provided, shall be considered abandoned and will be disposed of by the Housing Authority. Costs for storage and disposal shall be assessed against the former Tenant. This paragraph is intended to meet and comply with California Civil Code sections 1980 et seq as now or hereafter modified and shall constitute notice to tenant and any tenant under this lease as to the disposition of abandoned personal property.

(15) Shall use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. Tenant SHALL IMMEDIATELY NOTIFY THE HOUSING AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO HIS/HER DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Development. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.

(16) Shall not commit any fraud in connection with any Federal housing assistance program which includes, but is not limited to, failing to immediately report any increase in income or asset where said change affects tenant payment share of the rent.

(17) Shall not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease.

(18) Shall, within 24 hours of taking possession of the Premises place utilities in the name of Tenant that are not Housing Authority Supplied Utilities (see paragraph 7) and pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.

(19) Each adult in the Tenant household shall perform eight (8) hours per month of qualifying community service (as specified by the Housing Authority) or may aggregate across one year as long as 96 hours is completed by each annual recertification unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program.

(20) Shall not engage in any criminal and/or drug related activity on or off the Premises [24 CFR 966.4(f)(12)(1)(ii)].

(21) Shall not engage in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the Premises by other Tenants [24 CFR 966.4(f)(12)(iii)].

- l. Shall abide by the Housing Authority of the County of Merced's House Rules as now or hereafter adopted.
- m. Shall abide by the Housing Authority of the County of Merced's Non-Smoking Policy.
- n. Shall abide by the Housing Authority of the County of Merced's Addendum to Lease for Pools.
- o. Shall immediately advise Housing Authority, in writing, if Tenant and/or members of household request an emergency transfer pursuant to the Housing Authority of Merced's Emergency Transfer Plan, under the Violence Against Women Act ("VAWA").
- p. Shall not place or allow to be placed in the premises a waterbed without prior written consent from Housing Authority and the provision of proof of insurance naming Housing Authority as co-insured.

**12. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY:** In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants [24 CFR 966.4 (h)]:

a. Housing Authority Responsibilities:

- (1) The Housing Authority shall be responsible for repair of the unit, within twenty (20) days for non-emergency repairs or twenty-four (24) hours for health and safety repairs after receiving notice from Tenant. The reasonable cost of the repairs shall be charged to Tenant provided the damage was caused by Tenant, household members, or guests [24 CFR 966.4 (h)(2)].
- (2) The Housing Authority shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. The Housing Authority is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the hazardous condition [24 CFR 966.4 (h)(3)].
- (3) Tenant shall accept any replacement unit offered by the Housing Authority.
- (4) In the event the Housing Authority, as described above, cannot make repairs and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage [24 CFR 966.4 (h)(4)].
- (5) If the Housing Authority determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of Tenant, and Tenant refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

b. Tenant Responsibilities:

- (1) Tenant shall immediately notify the Housing Authority Asset Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes abating the rent is justified [24 CFR 966.4 (h)(1)].
- (2) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by the Housing Authority, during the time in which the defect remains uncorrected. The Housing Authority has the right to transfer Tenant to another unit.

- (3) Tenant agrees not to tamper with or disconnect and cause other persons on the premises not to tamper with or disconnect any smoke alarm or carbon monoxide detector provided by the premises. Tenant further agrees to periodically check the workings of said smoke alarm/s (“checking” as was demonstrated to Tenant of an adult member of his/her household during the pre-occupancy inspection) and to immediately report any malfunction to MANAGEMENT for repairs. Tenant understands and agrees that his/her failure to abide by this provision of the lease will be regarded by MANAGEMENT as a serious violation of this lease and will result in Tenant’s termination.

**13. MOVE-IN AND MOVE-OUT INSPECTIONS (Please Also Refer to House Rules as Now or Hereafter Adopted.)**

- a. Move-in Inspection: The Housing Authority and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. Tenant will receive a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by the Housing Authority and Tenant and a copy of the statement retained in Tenant's rental file [24 CFR 966.4 (i)]. The Housing Authority will correct any deficiencies noted on the inspection report, at no charge to Tenant.
- b. Move-out Inspection: The Housing Authority will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges and estimates, where appropriate, in accordance with applicable local, county and state laws, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to the Housing Authority [24 CFR 966.4(i)].

**14. ENTRY OF PREMISES DURING TENANCY**

- a. Tenant Responsibilities:
  - (1) Tenant agrees that the duly authorized agent, staff, or contractor of the Housing Authority will be permitted to enter Tenant's dwelling during reasonable business hours for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing [24 CFR 966.4 (j)(1)].
  - (2) When Tenant calls to request maintenance on or at the Premises, the Housing Authority shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when the Housing Authority comes to perform maintenance, **Tenant's request for maintenance shall constitute permission to enter the Premises** by the duly authorized agent, staff, or contractor of the Housing Authority.
- b. Housing Authority's Responsibilities:
  - (1) Housing Authority shall give Tenant at least forty-eight (48) hours written notice that the Housing Authority or its agent or contractor intends to enter the Premises. The Housing Authority may enter only at reasonable times [24 CFR 966.4 (j)(1)].
  - (2) Housing Authority may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists [24 CFR 966.4 (j)(2)].
  - (3) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, the Housing Authority shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit [24 CFR 966.4 (j)(3)].



## 15. NOTICE PROCEDURES

### a. Tenant Responsibility:

- (1) Any notice to the Housing Authority must be in writing, delivered to the Management Office or to the Housing Authority's Administration Office, or sent by prepaid first-class mail, properly addressed [24 CFR 966.4 (k)(1)(ii)].

### b. Housing Authority Responsibility:

- (1) Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to Tenant [24 CFR 966.4 (k)(1)(i)].
- (2) Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.
- (3) If Tenant is visually impaired or disabled and requests a reasonable accommodation, all notices will be made available in an accessible format [24 CFR 966.4 (k)(2)].

## 16. TERMINATION OF THE LEASE: In terminating the Lease, the following procedures shall be followed by the Housing Authority and the Tenant:

### a. This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the Lease or to fulfill Tenant obligations set forth in this Lease, or for other good cause [24 CFR 966.4 (l)(2)]. Such serious or repeated violation of terms shall include, but not be limited to, the following:

- (1) The failure to pay rent or other payments when due [24 CFR 966.4 (l)(2)].
- (2) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the 7<sup>th</sup> calendar day of each month. Four (4) such late payments within the past six (6) month period shall constitute a repeated late payment [24 CFR 966.4 (l)(2)].
- (3) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities [24 CFR 966.4 (l)(2)].
- (4) Misrepresentation of, or failure to immediately report changes in, family income, assets, or composition [24 CFR 966.4 (c)(2)].
- (5) Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual re-certifications or interim re-certifications [24 CFR 966.4 (c)(2)].
- (6) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any development site [24 CFR 966.4 (l)(2)].
- (7) Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of Housing Authority's public housing Premises by other Tenants, or any drug-related criminal activity [24 CFR 966.4 (l)(2)].
- (8) Offensive weapons or illegal drugs seized in a Housing Authority unit by a law enforcement officer [24 CFR 966.4 (l)(2)].
- (9) Any fire on Housing Authority Premises caused by carelessness or unattended cooking [24 CFR 966.4 (l)(2)].

- b. The Lease may be terminated by the Housing Authority by giving written notice pursuant to Paragraph 15 of this Lease and Section 1162 of the Code of Civil Procedure. The Lease shall automatically terminate at, and the Tenant shall vacate the Premises no later than, the time of expiration of the period hereinafter set forth.
- c. Housing Authority shall give written notice of the proposed termination of the Lease of:
  - (1) Ten (10) days as outlined, but not limited to Section 12 (a), (b), (c), and (d).

Such notice terminating said Lease and Tenant's tenancy thereafter may only be given for reasonable cause by service of a ten (10) days written notice for, but not limited to the reasons stated below:

    - (a) Grounds for termination if Tenant, member of the Tenant's household or guest is subject to a lifetime registration requirement under any State sex offenders registration program.
    - (b) Grounds for termination if Tenant, member of the Tenant's household or guest is a "Fleeing Felon" or is harboring a "Fleeing Felon". The term "Fleeing Felon" shall include, but is not limited to, a person who seeks to avoid prosecution, custody, or confinement after conviction for a felony or violating a condition of probation or parole imposed under Federal or State Law.
    - (c) For persons determined to be registered with probation/parole department at the leased address without prior authorization by management for immediate termination of tenancy.
    - (d) Creation or involvement by Tenant, member of the Tenant's household or guest in criminal activity, including but not limited to drug-related criminal activity that threatens the health or safety of other persons or Housing Authority staff or the right to peaceful enjoyment of the Premises of other Tenants.
  - (2) Fourteen (14) days in the case of failure to pay rent;
  - (3) A reasonable time, but not to exceed thirty (30) days, considering the seriousness of the situation when the health or safety of other Tenants or Housing Authority staff is threatened;
  - (4) Thirty (30) days in any other case where the tenant has resided in the unit for less than one year. [24 CFR 966.4 (l)(3)(i)(A), (B) & (C)]
  - (5) Sixty (60) days where the tenant has failed to comply with the Community Service requirement as set forth in this Lease Agreement.
- d. The notice of termination:
  - (1) The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of right to make such reply, and Tenant's right to examine Housing Authority documents directly relevant to the termination or eviction. [24 CFR 966.4 (l)(3)(ii)]
  - (2) When the Housing Authority is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a

hearing in accordance with the Housing Authority's Grievance Procedure [24 CFR 966.4 (l)(3)(ii)].

- (3) Any notice to vacate (or quit) that is required by State or local law may be combined with, or run concurrently with, the notice of Lease termination under this section [24 CFR 966.4(l)(3)(iii)]. The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the Premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.
- (4) When the Housing Authority is required to offer Tenant the opportunity for a grievance hearing concerning the proposed Lease termination under the Housing Authority's Grievance Procedure, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed. [24 CFR 966.4 (l)(3)(iv)]
- (5) When the Housing Authority is not required to offer Tenant the opportunity for a hearing under the Grievance Procedure and the Housing Authority has decided to exclude such grievance for the Housing Authority's Grievance Procedure, the notice of Lease termination shall (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specifies the judicial eviction procedure to be used by the Housing Authority for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of Tenants or staff or for drug-related criminal activity. [24 CFR 966.4 (l)(3)(v)]
- (6) Housing Authority may evict Tenant from the unit only by bringing a court action but shall not proceed forward with the trial until completion of the grievance process. [24 CFR 966.4 (l)(4)]
- (7) Tenant may terminate this Lease at any time by giving thirty (30) days written notice as described in this Lease.
- (8) Tenant agrees to cooperate with and actively participate in the control and abatement of infestations in the Tenant's dwelling or in an abutting dwelling. Tenant agrees and understands that failure on his/her part to comply with and actively participated in MANAGEMENT'S infestation abatement and control procedure will be considered a serious lease violation and MANAGEMENT can bill Tenant for services rendered and made infective by Tenants noncompliance or MANAGEMENT can terminate Tenant's lease after three incidents of noncompliance
- (9) In deciding to evict for criminal activity, the Housing Authority shall, if permitted by law, have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, the Housing Authority may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the prohibited activity will neither reside in nor visit the unit. The condition(s) may be evidenced by a written stipulation which must be executed by the Tenant. The Housing Authority may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to return and/or reside in the unit [24 CFR 966.4 (l)(5)].

(10) When a Housing Authority evicts a Tenant from a dwelling unit for criminal activity, the Housing Authority shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit [24 CFR 966.4 (1)(5)(ii)].

- e. This Lease may be terminated by Tenant at any time by giving thirty (30) days written notice. Tenant agrees to move promptly and leave unit in a clean and good condition (except for reasonable wear and tear) and to return the keys to the Housing Authority when vacating. Rent will continue to be charged and owed by Tenant until the keys are returned to Management Office.
- f. The Lease shall terminate upon the death of the Head of Household Sole-Tenant. In the event there is a surviving adult Household Member Tenant, the Housing Authority may, if it so elects and as required by law, enter into a new Lease with said surviving adult Household Member Tenant. A live-in aide is not considered a member of the household.

Should the circumstance arise that there is no longer a living adult in the unit and minor children remain in the household, the Housing Authority may, at its discretion, admit a relative or guardian to live in the unit and assume the obligation of the Lease as Head of Household as long as the person meets the requirements for occupancy.

17. **WAIVER:** No delay or failure by the Housing Authority in exercising any right under this Lease Agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

18. **HOUSEKEEPING STANDARDS:** In an effort to improve the livability and conditions of the units owned and managed by the Housing Authority, uniform standards for Tenant housekeeping have been developed for all Tenant families.

\_\_\_\_\_ a. Housing Authority Responsibility: The standards that follow will be applied fairly and  
initials uniformly to all Tenants. The Housing Authority will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the Housing Authority will notify Tenant in writing for failure to comply with the standards. The Housing Authority will advise Tenant of the specific correction(s) required establishing compliance. Within a reasonable period of time, the Housing Authority will schedule a second inspection. Failure of a second inspection will constitute a violation of the Lease terms. The failure of the second inspection, if caused by the Tenant, is considered a lease violation and may result in termination of tenancy.

\_\_\_\_\_ b. Tenant responsibility: Tenant is required to abide by the standards set forth below.  
initials Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the Lease terms and can result in eviction.

\_\_\_\_\_ c. Housekeeping Standards: Inside the Unit  
initials

(1) General:

- (a) Walls: should be clean, free of dirt, grease, holes, cobwebs, fingerprints, and any form of graffiti.
- (b) Floors: should be clean, clear, dry and free of hazards.
- (c) Ceilings: should be clean and free of cobwebs.
- (d) Windows: should be clean, not blocked by furniture and not nailed shut. Shades or blinds should be intact.
- (e) Woodwork: should be clean, free of dust, gouges, or scratches.

- (f) Doors: should be clean, free of grease and fingerprints. Doorstops should be present.
- (g) Locks should work.
- (h) Heating units: should be dusted and access uncluttered.
- (i) Trash: shall be disposed of properly and not left in the unit.
- (j) Entire unit should be free of vermin, rodent or insect infestation.

(2) Kitchen:

- (a) Stove: should be clean and free of food and grease.
- (b) Refrigerator (if provided): should be clean and freezer door should close properly and should have no more than one inch of ice.
- (c) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- (d) Exhaust Fan: should be free of grease and dust.
- (e) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (f) Food storage areas: should be neat and clean without spilled food.
- (g) Trash/garbage: should be stored in a covered container until removed to the disposal area.

(3) Bathroom:

- (a) Toilet and tank: should be clean and odor free.
- (b) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place and of adequate length.
- (c) Lavatory: should be clean.
- (d) Exhaust fans: should be free of dust.
- (e) Floor should be clean and dry.

(4) Storage Areas:

- (a) Linen closet: should be neat and clean.
- (b) Other closets: should be neat and clean. No highly volatile or flammable materials should be stored in the unit.
- (c) Other storage areas: should be clean, neat and free of hazards.

\_\_\_\_\_  
initials d. Housekeeping Standards: Outside the Unit

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Tenant:

- (1) Yards: should be free of debris, trash, non-operable bicycles, vehicles, motorcycles, old children's toys, and indoor furniture.
- (2) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit. (Indoor furniture is not allowed on the porches, such as couches, recliners, kitchen table/chairs, car seats, etc.)
- (3) Steps (front and rear): should be clean and free of hazards.
- (4) Sidewalks: should be clean and free of hazards.
- (5) Security Doors: should be clean and in operable and working condition, where applicable.
- (6) Parking lots/spaces: should be free of abandoned cars. Only minor automobile repairs are allowed in lot/spaces.
- (7) Utility Room: should be free of debris, motor vehicle parts, and flammable material.
- (8) Exterior walls should be free of graffiti.
- (9) No tarps that block the view to the yard and/or attached to the Housing Authority property.
- (10) Tenant may plant shrubs, plants however they must not block walkway and/or touch the Housing Authority property.

**I/We, the Tenant(s) whose signature(s) appear(s) immediately below, have read and understand and hereby agree to the provisions of this Lease and the conditions of occupancy set forth in this Lease; and I/We hereby further agree that failure to observe and follow said Lease provisions and conditions of occupancy will be just and proper cause for the termination and cancellation of this Lease by Management. I/We hereby further agree that upon expiration of the time limit contained in any written notice of cancellation from the Housing Authority, I/We will vacate the Premises covered by this Lease, without disturbance or delay. I/We also understand that this Lease contains a provision for the renewal of successive terms of twelve months (12), unless terminated by thirty (30) days' prior written notice by Tenant, or prior written notice by management as provided in Section 16 (or as otherwise stated herein).**

HOUSING AUTHORITY OF THE COUNTY OF MERCED

By: \_\_\_\_\_ Date \_\_\_\_\_  
Asset Manager

TENANT(S):

\_\_\_\_\_ Date \_\_\_\_\_  
Head of Household

\_\_\_\_\_ Date \_\_\_\_\_  
Spouse/Adult/Co-Head

\_\_\_\_\_  
Other Adult  
Date \_\_\_\_\_

\_\_\_\_\_  
Other Adult  
Date \_\_\_\_\_

\_\_\_\_\_  
Other Adult  
Date \_\_\_\_\_

**Printed Name(s):**

\_\_\_\_\_  
Head of Household

\_\_\_\_\_  
Spouse/Adult/Co-Head

\_\_\_\_\_  
Other Adult

\_\_\_\_\_  
Other Adult

\_\_\_\_\_  
Other Adult

DRAFT

**LEASE ADDENDUM**  
**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

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

**Conflicts with Other Provisions of the Lease**

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

**Term of the Lease Addendum**

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

**VAWA Protections**

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

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date



## STAFF REPORT

**TO:** Board of Commissioners,  
Housing Authority of the County of Merced

**FROM:** Rosa Vasquez, Executive Director  
David. G. Ritchie, General Counsel

**DATE:** January 16, 2018

**SUBJECT:** Recommendation to adopt **Resolution No. 2018-02**, authorizing the Executive Director to enter into an amended purchase and sale agreement with Miguel Castro for 1600 Mitchell Ln., Atwater, CA accepting the \$174,244.00 indebtedness as satisfied in full, and authorizing the reconveyance of the property and recordation thereof.

For your consideration, is Resolution No 2018-02. The property at 1600 Mitchell Lane is a former HACM property that was transferred in 2006 to Mr. Castro as part of a program in which properties would be removed from the housing authority and transferred to private owners, who purchased them for value, and the housing authority recorded subordinate indebtedness against the properties to ensure that the properties would not simply be “flipped”. In other words, the public purpose for the transfer was so that the purchaser would become a new owner, and the new owner would maintain the property indefinitely, rather than the Housing Authority inefficiently attempting to maintain a list of individual properties scattered throughout the County.

This type of program is not unusual for Housing Authorities, and in most cases, the subordinated debt is forgiven after a period of time during which the new owner fulfills the social contract of caring for the premises, and occupying it as a primary residence, typically after a period of several years\*. These “forgiveness” programs are a form of social welfare expenditure, and are squarely within the mission statement of this Housing Authority to (in pertinent part) “provide...home ownership opportunities by participation in the acquisition...of affordable housing through utilization of various funding sources and partnerships that builds pride and responsibility in our residents...” and, moreover, “to promote self-sufficiency and enhance the quality of life for those we serve.”

In this case, the public purpose of the program is frustrated by market conditions. The decline in housing values after 2008 has resulted in the property value continuing to lag behind what it was in 2006; such that the total of the first mortgage and subordinate amount in the short form deed of trusts recorded by the Housing Authority, together, substantially eclipse the value of the property, even today.

The current owner has routinely and continuously maintained the property and kept it in good condition. It is still owner-occupied and the owner has sought to refinance the primary mortgage to reduce interest rates, while continuing to service the debt on the property to the primary lender. Because the property is significantly encumbered, and

the loan-to-value ratio exceeds the total value of the property, lenders are unable to assist the owner in refinance efforts.

### RECOMMENDATION

It is recommended that the Board of Commissioners of the Housing Authority of the County of Merced adopt **Resolution No. 2018-02**, approving an amendment to the agreement for purchase and sale of the property located at 1600 Mitchell Lane, in Atwater, CA; identified as APN 001 220 018. The amendment results in satisfaction in full of the \$174,244.00 indebtedness. The Executive Director is thereafter authorized, as a consequence of the indebtedness being satisfied in full to reconvey the property and record the Deed of Reconveyance with the Merced County Recorder's Office.

### ALTERNATIVES

The Board could choose not to enter into the amended agreement and not to authorize reconveyance. This alternative is not recommended as it would frustrate the public purposes of the original transfer in 2006 and result in an inability of the current owner to refinance.

### ATTACHMENTS:

Short Form Deed of Trust and Assignment of Rents  
Draft Amended Agreement for Purchase and Sale  
Deed of Reconveyance  
Resolution No. 2018 -02

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\* Similar transfers, for example, of land from a Housing Authority to a private entity for purposes of constructing low and moderate-income housing have been held not to be a gift of public funds. see *Wikleman v. City of Tiburon* (1973) 32 CA3d 834, 844. As well, social welfare expenditures of Counties have been held not to be illegal gifts of public funds (see *City and County of San Francisco v. Collins* (1932) 216 C 187, 193) and the public purpose of the transfer is not converted to a private purpose merely because an individual may incidentally benefit (see *American Co. v. City of Lakeport* (1934) 220 C 548, 556.)

**RESOLUTION NO. 2018-02**  
**AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN AMENDED**  
**PURCHASE AND SALE AGREEMENT WITH MIGUEL CASTRO FOR 1600**  
**MITCHELL LANE, ATWATER, CA ACCEPTING THE \$174,244.00 INDEBTEDNESS**  
**AS SATISFIED IN FULL, AND AUTHORIZING THE RECONVEYANCE OF THE**  
**PROPERTY AND RECORDATION THEREOF**

**WHEREAS**, the Housing Authority of the County of Merced (HACM) entered into an agreement for purchase and sale of real property located at 1600 Mitchell Lane in Atwater, CA 95301 APN 001-220-018 with Miguel Castro and caused a Deed of Trust to be recorded documenting the sale on March 24, 2006; and

**WHEREAS**, the Deed of trust provided an indebtedness of \$174, 244.00 to the benefit of the HACM as beneficiary; and,

**WHEREAS**, the property transfer was conducted as part of a HACM First Time Homebuyers program intended to promote self-sufficiency, make available new first-time homebuyer opportunities and to otherwise enhance the quality of life and build pride and responsibility in citizens we serve by utilizing various funding sources supporting low and moderate income housing; and,

**WHEREAS**, the owner, Miguel Castro, has demonstrated an ongoing commitment to these values that are also part of the mission statement of the HACM through consistently maintaining responsibility, maintaining and caring for the property as was intended by the public purpose goals supporting the original decision to transfer the property;

**NOW THEREFORE BE IT RESOLVED**, that the Board of Commissioners of the HACM finds and directs as follows:

1. That although there is an incidental benefit accrued to Ms. Murillo through the determination that the debt obligation of \$174,244.00 is hereby satisfied, that the forgiveness of the debt amount is for a public purpose, specifically, to support home ownership opportunities by participation in the acquisition of affordable housing through utilization of various funding sources and partnerships that builds pride and responsibility in our residents; and to promote self-sufficiency and enhance the quality of life for those we serve.
2. That this public purpose in (1), above, is consistent with the mission statement and values of the HACM.
3. That the above factors have caused the HACM Board of Commissioners to conclude that the facts demonstrate that the cancellation of the \$174,244.00 debt to the HACM is therefore not a gift within the meaning of California Constitution Article XVI, Section 6.
4. That the Executive Director is hereby authorized to execute the First Amended Agreement for Purchase and Sale for the property located at 1600 Mitchell Lane in Atwater, CA, described herein and bearing APN 001-220-018,

5. That the Executive Director is hereby authorized to execute a Deed of Reconveyance memorializing that the \$174,244.00 indebtedness is satisfied in full, to record such Deed of Reconveyance with the County Recorder's Office, and to execute all other necessary documents related to the reconveyance.

The foregoing resolution was introduced at the January 16, 2018 Board meeting of the Board of Commissioners of the HACM and adopted by the following vote:

Motion:

Second:

Ayes:

Nays:

Absent:

Abstain:

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Chairperson, Board of Commissioners

Housing Authority of the County of Merced Dated: January 16, 2018

**FIRST AMENDMENT TO HOME OWNERSHIP OPPORTUNITY  
SALES AGREEMENT**

**WHEREAS**, in 2005, the Housing Authority of the County of Merced ("HACM") initiated a First-Time Homebuyers Incentive program to provide opportunities for home ownership to certain qualifying participants in the "Home Ownership Opportunities Program"; and

**WHEREAS**, the HACM entered, as sellers of real property commonly known as 1600 Mitchell Lane, Atwater, CA 95301; into a "SALES CONTRACT" agreement with MIGUEL CASTRO ("Buyer") a married man and buyer of the property as sole owner, and a participant on the Home Ownership Opportunities Program; and,

**WHEREAS**, the Seller executed a promissory note, payable to the Seller in the amount of \$174,244.00 representing the balance between the purchase price of the property, sold in "as-is" condition and the appraised value plus closing costs and amounts applied from the Earned Home Buyer's Reserve Account; such promissory note being secured by a Short Form Deed of Trust dated February 1, 2006 executed in favor of The Housing Authority of the County of Merced as beneficiary; and, recorded March 24, 2006 as Instrument/Case No. 2006-021350 of Official Records; and,

**WHEREAS**, the Buyer was prohibited from reselling the property for less than the fair market value without written consent of HACM whereupon the second deed of trust would automatically terminate should certain conditions be met; and

**WHEREAS**, the "Home Ownership Opportunities Program" imposed certain restrictions on Buyer related to the resale of the property for a period of five (5) years following close of escrow; and

**WHEREAS**, the Home Ownership Opportunity Sales Contracts provide that amendments to the Agreements may be made only as set forth in a writing signed by both HACM and Buyer;

**NOW THEREFORE**, the parties, HACM for the first part, and MIGUEL CASTRO for the second part, hereby agree, to amend the Home Ownership Opportunity Sales Agreement as follows:

1. Buyer and HACM agree, on January \_\_\_\_\_, 2018 that Buyer acquired the property known as 1600 Mitchell Lane in the City of Atwater, County of Merced and more specifically identified as LOT 15 ACCORDING TO "MAP OF WOODHAVEN", RECORDED FEBRUARY 9, 1989 IN THE OFFICE OF THE COUNTY RECORDER OF MERCED COUNTY, CALIFORNIA IN VOLUME 35 OF OFFICIAL PLATS, AT PAGES 7, 8 AND 9, MERCED COUNTY RECORDS on or about February 1, 2006, having recorded a second Short Form Deed of Trust and Assignment of Rents in the sum of \$174,224.00 in favor of HACM. Buyer has now resided in, and continuously maintained, the aforementioned property, consistent with the purposes of the "Home Ownership Opportunities Program" for approximately twelve (12) years.
2. HACM and Buyer agree, and hereby amend the Home Ownership Opportunity Sales Contract by adding the following Section, as follows:

“The promissory note, representing the difference between the appraised value and the purchase price plus amounts applied from the Buyer’s Earned Home Buyer’s Reserve account, and inclusive of all closing costs, shall be deemed to be fully satisfied upon original Buyer’s continuous occupation and maintenance of the property located at 1600 Mitchell Lane, Atwater, CA for a period of at least ten (10) years from the date of close of escrow. Upon expiration of ten (10) consecutive years as provided for in this subsection, the HACM shall, upon Seller’s request, execute a Reconveyance of the Deed of Trust securing the promissory note, and the Seller shall thereafter have no obligation for repayment of the promissory note, in keeping with the public purposes of the Home Ownership Opportunities Program.”

3. All other provisions of the Home Ownership Opportunity Sales Contract not specifically amended herein shall remain in full force and effect.

**EXECUTION:**

**IN WITNESS WHEREOF**, HACM and Buyer do hereby execute this First Amendment to Home Opportunity Sales Agreement as of the date first written above.

**HACM / SELLER: Housing Authority of the County of Merced**

By: \_\_\_\_\_  
ROSA VAZQUEZ, Executive Director

**BUYER: Miguel Castro**

By: \_\_\_\_\_  
MIGUEL CASTRO

**APPROVED AS TO FORM: COTA COLE LLC**

By: \_\_\_\_\_  
David G. Ritchie, General Counsel  
Housing Authority of the County of Merced

Recording Requested By  
HOUSING AUTHORITY OF THE  
COUNTY OF MERCED

When Recorded Mail To  
HOUSING AUTHORITY OF THE  
COUNTY OF MERCED  
Attn: Maria F. Alvarado  
205 "U" Street  
MERCED, CA 95222

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### **DEED OF FULL RECONVEYANCE**

WHEREAS, the indebtedness secured by the Short Form Deed of Trust And Assignment Of Rents dated March 24, 2006 and executed by Miguel Castro on February 1, 2006, to the Housing Authority of the County of Merced, as Document No.2006-021350, and recorded on March 24, 2006, in the Official Records in the Office of the County Recorder of Merced County, California, has been satisfied in full.

NOW THEREFORE, the Housing Authority of the County of Merced, Beneficiary, under said Deed of Trust do(does) hereby reconvey unto the parties legally entitled thereto without warranty all right, title and interest which was heretofore acquired by the Housing Authority of the County of Merced under said Deed of Trust.

Dated: January \_\_\_\_\_, 2018

Housing Authority of the County of Merced

\_\_\_\_\_  
ROSA VAZQUEZ, Executive Director

State of California  
County of Merced

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

**Civil Code § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On January \_\_\_\_\_, 2018, before me \_\_\_\_\_, Public,  
personally appeared ROSA VAZQUEZ, who proved to me on the basis of satisfactory  
evidence to be the person(s) whose name is subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY  
under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public (Notary Seal)