

AGENDA

BOARD OF COMMISSIONERS HOUSING AUTHORITY OF THE COUNTY OF MERCED

Special Meeting
Tuesday, April 5, 2022
12:00 p.m.

Closed session immediately following

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

Rick Osorio, Chairperson
Hub Walsh, Vice-Chair
Evelyn Dorsey
Robert Dylina
Diana Odom Gunn
Margaret Pia
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 Clerk of the Board 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

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. 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.

III. COMMISSIONER and/or AGENCY ADDITIONS/DELETIONS TO THE AGENDA

(M/S/C): ____ / ____ / ____

IV. NOMINATION and ELECTION OF BOARD OF COMMISSIONER OFFICERS (Chairperson and Vice Chairperson):

1. Nomination of Chairperson

(M/S/C): ____ / ____ / ____



- 2. Election of Chairperson (M/S/C): ____/____/____
- 3. Nomination of Vice Chairperson (M/S/C): ____/____/____
- 4. Election of Vice Chairperson (M/S/C): ____/____/____

V. APPROVAL OF THE FOLLOWING MEETING MINUTES

- 1. February 15, 2022, Regular Meeting (M/S/C): ____/____/____

VI. CONSENT CALENDAR

- 1. Rent Delinquency Report February 2022
- 2. Track Summary Report February 2022
- 3. Financial Reports for February 2022

(M/S/C): ____/____/____

VII. INFORMATION/DISCUSSION ITEM(S)

None

VIII. EXECUTIVE DIRECTOR REPORT

- 1. Voucher Management System (VMS) Audit - HUD
- 2. Yearly Agency Audit – Smith & Marion
- 3. Merced County PILOT Update
- 4. Procurement Update

IX. WRITTEN CORRESPONDENCE

None

X. RESOLUTION ITEM(S)

None

XI. ACTION ITEM(S)

- 1. **Action Item No. 2022-A-01** – Consideration of Action to Authorize Substitution of Trustee and Issue Deed of Reconveyance, 1123 Monticello Ct., Merced, CA 95341-5572 APN: 059-541-041-000.

(M/S/C): ____/____/____

XII. COMMISSIONER’S COMMENTS

XIII. CLOSED SESSION ITEM(S)

None

XIV. ADJOURNMENT

(M/S/C): ____/____/____



Housing Authority of the County of Merced

MEMORANDUM

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

FROM: Rosa Vazquez, Executive Director

DATE: April 5, 2022

SUBJECT: Election of Officers for the positions of Chairperson and Vice-Chairperson

Bylaws of the Housing Authority of the County of Merced

Article II Section 2: The Chairperson shall preside at all meetings of the Housing Authority of the County of Merced ("Authority"). At every Board of Commissioners meeting, the Chairperson shall submit such recommendations and information necessary and proper concerning the business, affairs and policies of the Authority. The Chairperson maintains and promotes a cooperative and collaborative working relationship with and among other Board members, Authority staff and management, and represents the Authority in a professional manner with those encountered in the regular conduct and performance of his/her official duties.

Article II Section 3: The Vice Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson. In case of the resignation or death of the Chairperson, the Vice Chairperson shall perform such duties as are imposed on the Chairperson until such time as the Authority shall select a new Chairperson.

Article II Section 7: The Chairperson and Vice Chairperson shall be elected at the annual meeting of the Board from among the Commissioners, and shall hold office for one year or until their successors are elected, whichever occurs later.

Current Nomination Process

- Take nominations at meeting
- Does Vice-Chairperson want to be considered?
- If one nomination received
 - o Vote takes place
 - o It does not need to be a secret ballot
 - o It can be open vote by show of hands
- If more than one nomination
 - o Vote can be by secret ballot
 - o If it's a tie they may vote again
 - o If it remains a tie – Draw
- Announce duly elected Chairperson of the Board
- The newly elected Chairperson takes over for election of Vice-Chairperson

MINUTES
BOARD OF COMMISSIONERS
HOUSING AUTHORITY OF THE COUNTY OF MERCED

Regular Meeting
Tuesday, February 15, 2022

- I. The meeting was called to order by Chairperson Osorio at 12:03 p.m. and the Secretary was instructed to call the roll.

Commissioners Present:

Rick Osorio, Chair Person
Hub Walsh, Vice Chairperson
Margaret Pia
Jose Resendez

Commissioners Absent:

Evelyne Dorsey

Chairperson Osorio declared there was a quorum present.

Staff Present:

Rosa Vazquez, Executive Director/Board Secretary
David Ritchie, Legal Counsel
Cliff Hatanaka, Finance Officer
Blanca Arrate, Director of Housing Programs
Tracy Jackson, Director of Housing Programs
Melina Basso, Director of Procurement & Asset Management
Maria Alvarado, Clerk of the Board

Others Present:

None

II. **UNSCHEDULED ORAL COMMUNICATION**

None

Caucus 12:05 p.m. – 12:08 p.m.

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

As an urgency measure Executive Director Vazquez requested to add Resolution No. 2022-02 to Item IX. This item came to the attention of the Authority after the Agenda was posted.

(M/S/C): Commissioner Walsh/Commissioner Pia/Motion Passed



IV. APPROVAL OF THE FOLLOWING MEETING MINUTES

1. November 16, 2021, Regular Meeting

(M/S/C): Commissioner Pia/Commissioner Walsh/Motion Passed

V. CONSENT CALENDAR

1. Rent Delinquency Report for November 2021, December 2021, January 2022
2. Track Summary Report for November 2021, December 2021, January 2022
3. Financial Reports for November 2021, December 2021, January 2022

(M/S/C): Commissioner Walsh/Commissioner Resendez/Motion Passed

VI. INFORMATION AND DISCUSSION ITEM(S)

1. The Organizational Chart was presented to the Board. The chart reflects all positions within the organization and whether they are filled or vacant. HR Manager Alvarado explained the Authority is currently recruiting for the various vacant positions.

VII. EXECUTIVE DIRECTOR REPORT

1. Executive Director Vazquez notified the Board that HUD would be performing the mandatory Real Estate Assessment Center (REAC) unit inspections on March 3 and March 4 at Public Housing – AMP 1. The results of REAC inspection not only impact program funding but they also influence the frequency of the inspections. Additionally, the Authority has implemented a preventative maintenance plan that requires all Authority employees to inspect the smoke detectors, carbon monoxide detectors, and the earthquake straps on the water heater when they enter a unit. This comes as a result of the catastrophic fires in New York City apartment buildings. Lastly, the Authority must install hardwired smoke detectors in order to avoid tampering and ensure they are always powered and working properly.
2. The Authority has opened up the Project-Based and Public Housing waiting lists. The application process is done online. As of this meeting, a total of 490 applications have been received for the various bedroom sized and 97 applications are “in progress”. The Authority is seeing applicants attempt to submit applications for waiting lists and bedroom sizes that are not open. This will lead to their application being denied. In order to determine when to open the waiting lists, the Authority analyzes how many applicants are pulled per vacancy/voucher and their lease up success rate.

VIII. WRITTEN CORRESPONDENCE

None



IX. RESOLUTIONS ITEM(S)

1. **Resolution No. 2022-01:** Approving the revised Operating Budgets for Fiscal Year 2021-2022.

(M/S/C): Commissioner Walsh/Commissioner Pia/Motion Passed

2. **Resolution No. 2022-02:** Approving the Public Housing Operating Fund Grant submission for Calendar Year 2022.

(M/S/C): Commissioner Walsh/Commissioner Pia/Motion Passed

X. ACTION ITEM(S)

None

XI. COMMISSIONER'S COMMENTS

The Board stated they are glad to be meeting again.

XII. CLOSED SESSION ITEM(S)

None

XIII. ADJOURNMENT

There being no further business to discuss, the meeting was adjourned at 1:00 p.m.

(M/S/C): Commissioner Pia/Commissioner Walsh/Motion Passes

Chairperson Signature

Date: March 29, 2022

Secretary Signature

Date: March 29, 2022



Aged Receivables Report as of 2/28/2022

Property	Property Name	0-30 days	31-60 days	61-90 days	Over 90 days	Total Unpaid Charges	Balance
AMP 1							
ca023001	PH - Merced	3,737.40	2,451.12	2,011.00	5,264.43	13,463.95	13,463.95
ca023010	PH - Merced	5,534.23	3,397.00	1,143.56	3,435.00	13,509.79	13,509.79
ca023013	PH - Merced Sr	764.35	363.94	0.00	-55.00	1,073.29	1,073.29
ca023021	PH - Acquisition	0.00	0.00	0.00	0.00	0.00	0.00
ca023023	PH - Acquisition	0.00	0.00	0.00	0.00	0.00	0.00
AMP 1 TOTALS		10,035.98	6,212.06	3,154.56	8,644.43	28,047.03	28,047.03
AMP 2							
ca023003	PH - Atwater - Cameo	1,884.00	935.00	935.00	4,923.00	8,677.00	8,677.00
ca023006	PH - Livingston	2,866.26	1,107.00	1,082.00	3,200.88	8,256.14	8,256.14
012a	PH - Atwater	3,412.77	2,096.00	2,439.00	16,772.79	24,720.56	24,720.56
012b	PH - Winton	24.60	0.00	0.00	-251.00	-226.40	-226.40
AMP 2 TOTALS		8,187.63	4,138.00	4,456.00	24,645.67	41,427.30	41,427.30
AMP3							
ca023002	PH - Los Banos	1,850.00	853.00	606.95	32.74	3,342.69	3,342.69
ca023004	PH - Los Banos - Abby, B, C & D	2,112.50	489.19	-373.00	-1,279.21	949.48	949.48
ca023005	PH - Dos Palos - West Globe	603.91	202.00	78.00	0.00	883.91	883.91
ca023011	PH - Los Banos - J & K St	553.00	69.00	-56.08	0.00	565.92	565.92
012c	PH - Dos Palos - Alleyne	903.68	794.00	794.00	14,350.00	16,841.68	16,841.68
012d	PH - Dos Palos - Globe	291.00	0.00	0.00	0.00	291.00	291.00
AMP 3 TOTALS		6,314.09	2,407.19	1,049.87	13,103.53	22,874.68	22,874.68
AMP4							
ca023024	PH - 1st Street	283.35	33.00	0.00	-265.00	51.35	51.35
AMP 4 TOTALS		283.35	33.00	0.00	-265.00	51.35	51.35
VALLEY VIEW							
atw	Atwater Elderly	0	0	0	0	0	0
dp	Dos Palos Elderly						0
mid	Midway	0.00	0.00	0.00	200.00	200.00	200.00
pbc-b-atw	Project Based - Sierra View Gardens	422.00	48.50	0.00	-63.01	407.49	407.49
pbc-b-dp	Project Based - Dos Palos Elderly	522.00	0.00	0.00	-603.72	-81.72	-81.72
pbc-b-mid	Project Based - Midway	3,260.00	2,223.00	2,049.00	10,982.68	18,514.68	18,514.68
VALLEY VIEW TOTALS		4,204.00	2,271.50	2,049.00	10,515.95	19,040.45	19,040.45
FELIX TORRES YEAR ROUND							
ft-yr	Felix Torres Year Round Center	5,112.82	2,958.00	1,539.00	2,815.00	12,424.82	12,424.82
FELIX TORRES YEAR ROUND TOTALS		5,112.82	2,958.00	1,539.00	2,815.00	12,424.82	12,424.82
HOUSING AUTHORITY TOTALS		34,137.87	18,019.75	12,248.43	59,459.58	123,865.63	123,865.63

PHAS Tracking Summary Fiscal Year Ending 09/30/22

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		87	91	146	146	146							
Average Lease Up Days		15	11	16	15	11							
Make Ready Time		373	438	446	544	806							
Average Make Ready Days		62	55	50	54	62							
Down Days		146	247	293	348	433							
Average Down Days		24	31	33	35	33							
Total # Vacant Units Turned		6	8	9	10	13							
Total # Turn Around Days		606	776	885	1038	1385							
Average Turn Around Days (To Date)	A = 0-20 B = 21-25 C = 26-30 D = 31-40 F = more than 50	101	97	98	104	107							

% 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%	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	22	21	21	24	24							

Housing Authority of the County of Merced
Financial Statement - AMP 1 (.fs-amp1)
Budget Comparison
Period = Oct 2021-Jan 2022

	YTD Actual	YTD Budget	Variance Fav/-Unfav	% Var Fav/-Unfav	Annual
Revenue & Expenses					
INCOME					
NET TENANT INCOME (1)	255,080	219,436	35,644	16	658,301
TOTAL GRANT INCOME	226,444	227,820	-1,376	-1	683,465
TOTAL INCOME	481,525	447,256	34,269	8	1,341,766
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES (2,3,4)	112,391	141,996	29,605	21	425,972
TOTAL TENANT SERVICES EXPENSES	574	568	-6	-1	1,700
TOTAL UTILITY EXPENSES	72,165	70,768	-1,397	-2	212,287
TOTAL MAINTENANCE EXPENSES (5,6)	113,253	125,264	12,011	10	375,771
TOTAL GENERAL EXPENSES (7)	53,103	50,844	-2,259	-4	152,544
TOTAL HOUSING ASSISTANCE PAYMENTS	652	1,668	1,016	61	5,000
TOTAL FINANCING EXPENSES	14,648	14,648	0	0	43,947
TOTAL NON-OPERATING ITEMS	12,572	12,572	0	0	37,716
TOTAL EXPENSES	379,358	418,328	38,970	9	1,254,937
NET INCOME	102,167	28,928	73,239	253	86,829

- (1) Lower COVID related rents not realized \$35M
- (2) Lower Personnel Costs \$13M
- (3) Lower Legal Expenses \$5M
- (4) Lower Asset Mgmt. Fees to be paid at yearend \$7M
- (5) Lower Maintenance Supplies \$8M
- (6) Lower Maintenance Contract Expenses \$3M
- (7) Higher Property Insurance due to prior experience -\$3M

Housing Authority of the County of Merced
Financial Statement - AMP 2 (.fs-amp2)
Budget Comparison
Period = Oct 2021-Jan 2022

	YTD Actual	YTD Budget	Variance	% Var	Annual
			Fav/-Unfav	Fav/-Unfav	
Revenue & Expenses					
INCOME					
NET TENANT INCOME (1)	193,351	172,200	21,151	12	516,599
TOTAL GRANT INCOME	152,744	153,664	-920	-1	460,996
TOTAL INCOME	346,095	325,864	20,231	6	977,595
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES (2,3,4)	76,542	99,408	22,866	23	298,227
TOTAL TENANT SERVICES EXPENSES	910	532	-378	-71	1,600
TOTAL UTILITY EXPENSES (5)	56,713	65,964	9,251	14	197,902
TOTAL MAINTENACE EXPENSES	98,999	101,512	2,513	2	304,498
TOTAL GENERAL EXPENSES	39,880	39,716	-164	0	119,157
TOTAL HOUSING ASSISTANCE PAYMENTS	405	376	-29	-8	1,125
TOTAL FINANCING EXPENSES	6,380	6,380	0	0	19,145
TOTAL NON-OPERATING ITEMS	23,792	23,792	0	0	71,372
TOTAL EXPENSES	303,621	337,680	34,059	10	1,013,026
NET INCOME	42,474	-11,816	54,290	-459	-35,431

- (1) Lower COVID related rents not realized \$21M
- (2) Lower Personnel Costs \$10M
- (3) Lower Legal Expenses \$2M
- (4) Lower Asset Mgmt. Fees to be paid at yearend \$5M
- (5) Lower Utility Expenses, invoices not yet rec'd \$4M

Housing Authority of the County of Merced
Financial Statement - AMP 3 (.fs-amp3)
Budget Comparison
Period = Oct 2021-Jan 2022

	YTD Actual	YTD Budget	Variance	% Var	Annual
			Fav/-Unfav	Fav/-Unfav	
Revenue & Expenses					
INCOME					
NET TENANT INCOME (1)	195,082	163,584	31,498	19	490,756
GRANT INCOME					
HUD PHA Operating Grants/Subsidy	168,842	169,916	-1,074	-1	509,747
TOTAL GRANT INCOME	168,842	169,916	-1,074	-1	509,747
TOTAL INCOME	363,923	333,500	30,423	9	1,000,503
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES (2,3)	98,885	110,032	11,147	10	330,095
TOTAL TENANT SERVICES EXPENSES	406	364	-42	-11	1,100
TOTAL UTILITY EXPENSES (4)	47,290	52,892	5,602	11	158,688
TOTAL MAINTENANCE EXPENSES (5,6,7)	84,323	109,780	25,457	23	329,340
TOTAL GENERAL EXPENSES (8)	39,870	37,728	-2,142	-6	113,185
TOTAL HOUSING ASSISTANCE PAYMENTS	975	500	-475	-95	1,500
TOTAL FINANCING EXPENSES	7,360	7,360	0	0	22,083
TOTAL NON-OPERATING ITEMS	19,476	19,476	0	0	58,425
TOTAL EXPENSES	298,585	338,132	39,547	12	1,014,416
NET INCOME	65,338	-4,632	69,970	-1,511	-13,913

- (1) Lower COVID related rents, not realized \$29M
- (2) Lower Legal Expenses \$4M
- (3) Lower Asset Mgmt. Fees to be paid at yearend \$5M
- (4) Lower Utility Expenses, invoice not yet rec'd \$5M
- (5) Lower Maintenance Personnel Expenses \$18M
- (6) Higher Maintenance Supplies Costs, restock inventory \$5M
- (7) Lower Maintenance Contract Costs \$12M

(8) Higher Property Insurance due to prior year experience -\$3M

Housing Authority of the County of Merced
AMP4 - 1st Street, Merced (.fs-amp4)
Budget Comparison
Period = Oct 2021-Jan 2022

	YTD Actual	YTD Budget	Variance Fav/-Unfav	% Var Fav/-Unfav	Annual
Revenue & Expenses					
INCOME					
NET TENANT INCOME (1)	6,924	4,596	2,328	51	13,782
TOTAL GRANT INCOME	9,445	9,540	-95	-1	28,618
TOTAL INCOME	16,369	14,136	2,233	16	42,400
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES	2,652	4,048	1,396	34	12,198
TOTAL TENANT SERVICES EXPENSES	0	0	0	N/A	0
TOTAL UTILITY EXPENSES	2,208	2,108	-100	-5	6,323
TOTAL MAINTENANCE EXPENSES (2)	6,211	2,132	-4,079	-191	6,429
TOTAL GENERAL EXPENSES	1,140	1,108	-32	-3	3,316
TOTAL HOUSING ASSISTANCE PAYMENTS	0	32	32	100	100
TOTAL FINANCING EXPENSES	408	408	0	0	1,221
TOTAL NON-OPERATING ITEMS	15,920	15,920	0	0	47,757
TOTAL EXPENSES	28,539	25,756	-2,783	-11	77,344
NET INCOME	-12,170	-11,620	-550	5	-34,944

(1) Lower COVID related rents, not realized \$2M

(2) Higher Maintenance Electrical and General Supplies -\$4M

Housing Authority of the County of Merced
HCV Program (sub-dp sub-mid sub-atw .fs-hcv)
Budget Comparison
Period = Oct 2021-Jan 2022

	YTD Actual	YTD Budget	Variance	% Var	Annual
			Fav/-Unfav	Fav/-Unfav	
Revenue & Expenses					
INCOME					
TOTAL GRANT INCOME (1,2,3)	6,539,860	8,297,484	-1,757,624	-21	24,892,450
TOTAL OTHER INCOME	342	996	-654	-66	3,000
TOTAL INCOME	6,540,202	8,298,480	-1,758,278	-21	24,895,450
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES (4,5)	548,629	621,348	72,719	12	1,864,061
TOTAL TENANT SERVICES EXPENSES	1,276	0	-1,276	N/A	0
TOTAL MAINTENANCE EXPENSES	13,353	8,024	-5,329	-66	24,075
TOTAL GENERAL EXPENSES	26,706	29,880	3,174	11	89,635
TOTAL HOUSING ASSISTANCE PAYMENTS (6)	6,769,945	7,599,036	829,091	11	22,797,109
TOTAL FINANCING EXPENSES	25,524	25,524	0	0	76,570
TOTAL EXPENSES	7,385,433	8,283,812	898,379	109	24,851,450
NET INCOME	-845,231	14,668	-859,899	-5,862	44,000

- (1) HUD withheld additional funding issued in Mar 2021 -\$1,113M
- (2) Lower than forecasted HAP Funding -\$564M
- (3) Lower Admin Fee -\$88M
- (4) Lower Mgmt and Bookkeeping Fees due to lower number of HAP issued \$32M
- (5) Lower Inspections, invoice not received \$36M
- (6) Lower HAP Payments to landlords \$829M

Housing Authority of the County of Merced
Central Office Cost Center (cocc)
Budget Comparison
Period = Oct 2021-Jan 2022

	YTD Actual	YTD Budget	Variance	% Var	Annual
			Fav/ _Unfav	Fav/ _Unfav	
Revenue & Expenses					
INCOME					
NET TENANT INCOME	-3	0	-3	N/A	0
TOTAL OTHER INCOME (1,2,3)	319,400	409,028	-89,628	-22	1,227,078
TOTAL INCOME	319,396	409,028	-89,632	-22	1,227,078
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES (4,5)	297,437	332,896	35,459	11	998,682
TOTAL TENANT SERVICES EXPENSES	700	0	-700	N/A	0
TOTAL UTILITY EXPENSES	9,611	14,868	5,257	35	44,605
TOTAL MAINTENACE EXPENSES (6)	38,846	28,736	-10,110	-35	86,200
TOTAL GENERAL EXPENSES	14,831	13,616	-1,215	-9	40,845
TOTAL FINANCING EXPENSES	26,636	26,636	0	0	79,909
TOTAL EXPENSES	388,061	416,752	28,691	7	1,250,241
NET INCOME	-68,665	-7,724	-60,941	789	-23,163

- (1) Lower Management and Bookkeeping Fees due to lower HAP issued -32M
- (2) Lower Asset Mgmt Fees to be paid at yearend -\$16M
- (3) Lower Admin Fees from Capital Funds -\$39M
- (4) Lower Legal Expenses \$19M
- (5) Lower Miscellaneous Admin Expenses \$13M
- (6) Higher Maintenance rehab offices -\$12M

Housing Authority of the County of Merced
Langdon Villas (langdon)
Budget Comparison
Period = Oct 2021-Jan 2022

	YTD Actual	YTD Budget	Variance	% Var	Annual
			Fav/-Unfav	Fav/-Unfav	
Revenue & Expenses					
INCOME					
NET TENANT INCOME	24,685	23,720	965	4	71,160
TOTAL OTHER INCOME (1)	87,494	95,300	-7,806	-8	285,907
TOTAL INCOME	112,179	119,020	-6,841	-6	357,067
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES (2)	17,164	28,108	10,944	39	84,327
TOTAL UTILITY EXPENSES	0	536	536	100	1,600
TOTAL MAINTENACE EXPENSES	0	3,716	3,716	100	11,150
TOTAL GENERAL EXPENSES	13,153	13,216	63	0	39,640
TOTAL FINANCING EXPENSES	53,240	53,240	0	0	159,716
TOTAL NON-OPERATING ITEMS	1,148	1,148	0	0	3,439
TOTAL EXPENSES	84,705	99,964	15,259	15	299,872
NET INCOME	27,474	19,056	8,418	44	57,195

(1) Lower Investment Income -\$4M

(2) Lower Consulting Fees \$10M

Housing Authority of the County of Merced
Obanion Learning Center (obanion)
Budget Comparison
Period = Oct 2021-Jan 2022

	YTD Actual	YTD Budget	Variance	% Var	Annual
			Fav/-Unfav	Fav/-Unfav	
Revenue & Expenses					
INCOME					
NET TENANT INCOME (1)	59,418	66,088	-6,670	-10	198,270
TOTAL INCOME	59,418	66,088	-6,670	-10	198,270
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES	6,318	7,176	858	12	21,527
TOTAL UTILITY EXPENSES (2)	18,255	26,728	8,473	32	80,186
TOTAL MAINTENACE EXPENSES (3)	7,965	13,241	5,276	40	39,705
TOTAL GENERAL EXPENSES	1,263	532	-731	-137	1,601
TOTAL NON-OPERATING ITEMS	17,932	17,932	0	0	53,800
TOTAL EXPENSES	51,733	65,609	13,876	48	196,819
NET INCOME	7,685	479	7,206	5,252	1,451

- (1) Lower Commercial Tenant Rent and Utilities -\$6M
- (2) Lower Electricity, invoices not rec'd \$4M
- (3) Lower general Supplies and Contract Services \$6M

Housing Authority of the County of Merced
Felix Torres Year Round (.fs-ftyr)
Budget Comparison
Period = Oct 2021-Jan 2022

	YTD Actual	YTD Budget	Variance Fav/-Unfav	% Var Fav/-Unfav	Annual
Revenue & Expenses					
INCOME					
NET TENANT INCOME (1)	182,198	188,844	-6,646	-4	566,530
TOTAL OTHER INCOME	34	0	34	N/A	0
TOTAL INCOME	182,232	188,844	-6,612	-4	566,530
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES (2)	21,832	29,885	8,053	27	89,650
TOTAL UTILITY EXPENSES (3)	23,223	33,500	10,277	31	100,492
TOTAL MAINTENACE EXPENSES	30,835	32,564	1,729	5	97,683
TOTAL GENERAL EXPENSES	14,284	12,816	-1,468	-11	38,457
TOTAL FINANCING EXPENSES	7,052	7,052	0	0	21,157
TOTAL NON-OPERATING ITEMS	65,156	65,156	0	0	195,471
TOTAL EXPENSES	162,382	180,973	18,591	10	542,910
NET INCOME	19,850	7,871	11,979	152	23,620

(1) Lower Tenant Rents -\$7M

(2) Lower Personnel Costs \$8M

(3) Lower Utilities, invoices not rec'd \$10M

Housing Authority of the County of Merced
Valley View = atw dp mid vv-bond pbc-b-atw pbc-b-dp pbc-b-mid
Budget Comparison
Period = Oct 2021-Jan 2022

	YTD Actual	YTD Budget	Variance Fav/-Unfav	% Var Fav/-Unfav	Annual
Revenue & Expenses					
INCOME					
NET TENANT INCOME (1)	220,638	198,016	22,622	11	594,061
TOTAL INCOME	220,638	198,016	22,622	11	594,061
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES (2,3)	40,975	57,872	16,897	29	173,586
TOTAL UTILITY EXPENSES (4)	25,833	32,360	6,527	20	97,079
TOTAL MAINTENANCE EXPENSES (5)	146,986	55,384	-91,602	-165	166,130
TOTAL GENERAL EXPENSES (6)	15,412	14,256	-1,156	-8	42,776
TOTAL FINANCING EXPENSES	23,728	23,728	0	0	71,190
TOTAL NON-OPERATING ITEMS	13,508	13,508	0	0	40,519
TOTAL EXPENSES	266,442	197,108	-69,334	-35	591,280
NET INCOME	-45,804	908	-46,712	-5,144	2,781

- (1) Higher Tenant Rent \$22M
- (2) Lower Personnel Costs \$9M
- (3) Lower Legal Expenses \$5M
- (4) Lower Utility Costs \$4M
- (5) Landscaping to be funded by Improvement Note Payable -\$99M
- (6) Higher Property Insurance due to prior experience -\$2M

Housing Authority of the County of Merced
Financial Stmt - Migrant (.fs-mig)
Budget Comparison
Period = Jul 2021-Jan 2022

	YTD Actual	YTD Budget	Variance Fav/-Unfav	% Var Fav/-Unfav	Annual
Revenue & Expenses					
INCOME					
Total - Grant Income (1)					
TOTAL INCOME	727,050	868,900	-141,850	-16	1,489,586
EXPENSES					
Total - Center Personnel (2)	273,485	407,222	133,737	33	698,100
Total - Operating Expenses (3,4,5)	261,376	249,545	-11,831	-5	427,840
Total - Maintenance Expenses (6,7,8)	11,110	51,077	39,967	78	87,550
Total - Contractor Administration	71,015	73,318	2,303	3	125,694
Total - Debt Service and Replacement	110,063	87,738	-22,325	-25	150,402
TOTAL EXPENSES	727,050	868,900	141,850	16	1,489,586
NET INCOME	0	0	0	0	0

(1) Migrant Program is a zero budget program. Merced HA is reimbursed for expenditures.

(2) Personnel Costs \$133M

(3) Major Equipment Repairs/Maintenance not yet expended \$16M

(4) Higher Utilities -\$20M

(5) Higher Waste water monitoring and management -\$8M

(6) Lower Supplies and Materials \$18M

(7) Lower Contracted Maintenance \$6M

(8) Lower Minor Rehabilitation \$16M

(9) Debt Service paid before anticipated -\$22M

STAFF REPORT

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

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

DATE: April 5, 2022

SUBJECT: Action Item No. 2022-A-01 – Consideration of Action to Authorize Substitution of Trustee and Issue Deed of Reconveyance, 1123 Monticello Ct., Merced, CA 95341-5572 APN: 059-541-041-000.

BACKGROUND:

On December 3, 2002 the Housing Authority transferred ownership of 1123 Monticello Ct. in Merced to Sierra Gooding and a Short Form Deed of Trust and Assignment of Rents was executed securing repayment of a promissory note of the same date in the amount of \$54,000.00 to the Housing Authority.

This indebtedness was subordinate to a First Deed of Trust securing the loan to the purchaser (Gooding) from First Nationwide in the amount of \$83,420.00. The Short Form Deed of Trust and Assignment of Rents was recorded in the office of the recorder in Merced County as Doc. # 2002-2064721.

The property in question was subsequently sold by Sierra Gooding to Antonio and Rosa Rodriguez on June 12, 2006, three years and 193 days after she acquired the property from the Housing Authority. At the time of the transfer to the Rodriguez's no Substitution of Trustee and Deed of Full Reconveyance was recorded. From then until now, there are no known records (none have been located) showing that the \$54,000.00 promissory note was paid or otherwise forgiven, nor that a request for reconveyance or a release was drafted or requested by Ms. Gooding. As such, the recorded document securing the indebtedness of Ms. Gooding to the Housing Authority appears to be still "on the books".

In between the date that this Staff Report is being prepared and the date of this meeting, Staff have continued to pursue locating any and all records that we have relating to this transaction. However, the Rodriguez's are in the process of selling the property once again and staff had a need, in these circumstances, to obtain direction from the Board relating to different available courses of action.

These available options include:

- Board Direction that staff issue a payoff demand letter setting out the amount owed and submit that letter to escrow on the current transaction and to submit a substitution of trustee and reconveyance into escrow with payment coming at closing.

- Board Direction that staff be authorized to execute a Substitution of Trustee and Full Reconveyance (requires a finding either that such action is in response to the Board's belief that the debt has been fully satisfied, or that the debt should be forgiven and that such forgiveness fulfils an important public purpose)

- Board Direction that staff take other action as it deems appropriate in the circumstances.

Of Note: this Board has, in the past, found similar actions consistent with the public purposes of the Housing Authority in supporting the acquisition of affordable housing, building pride and responsibility in the residents, and promoting self-sufficiency and quality of life for the communities the Authority serves; and also consistent with the Authority's Mission Statement. There is a difference here, in that this property was not one of the properties included in the first-time homebuyer program, was not in the group with conditions explicitly allowing the gradual forgiveness of debt or retirement of debt after five years, and the current owner is NOT the party who made the original purchase from the Housing Authority.

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends the Board Authorize a Substitution of Trustee and Reconveyance be executed, provided the Board can adequately articulate the public purpose achieved in forgiveness of the debt that operates in favor of the current owner and not the original purchaser who held the property for 3 years, 193 days.

Alternatives: Without action the current owner could elect to choose to pursue an action to quiet title and staff would seek Board of Commissioners direction on that separately.

ATTACHMENTS

Short Form Deed of Trust

Other Attachments May Follow up to the time and date of the meeting

RECORDING REQUESTED BY:
Fidelity National Title Company of
California
Escrow No. 182005-RM
Title Order No. 00182005

When Recorded Mail Document To:
Housing Authority of the County of Merced
400 West Ave
Merced, CA 95340

182005-R

Recorded in Official Records, Merced County

12/13/2002
8:00 AM
R07

JAMES L. BALL
County Recorder

FD Fidelity Title Company

T

Doc#: 2002-064721



Titles: 2	Pages: 4
Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

APN: 059-540-041

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made December 3, 2002, between
Sierra Gooding, AN UNMARRIED WOMAN, , herein called TRUSTOR, whose address is

Fidelity National Title Insurance Company, a California Corporation, herein called TRUSTEE, and
Housing Authority of the County of Merced , herein called BENEFICIARY,

WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH
POWER OF SALE, that property in Merced County, California; described as:

Parcel 2 as shown upon that certain Parcel Map filed August 18, 1988, in Book 62 of Parcel Maps, Pages 14, 15 and
16, Merced County Records, being a resubdivision of Lots 33 and 34, "Heritage Park Phase II."

THIS SECOND DEED OF TRUST SHALL AUTOMATICALLY AND PERMANENTLY TERMINATE UPON FORECLOSURE,
DEED-IN-LIEU OF FORECLOSURE, OR ASSIGNMENT OF THIS DEED OF TRUST TO HUD.

This Deed of Trust is Second and Subordinate to a First Deed of Trust in the amount of \$3,420. in favor of
First Nationwide as Beneficiary recording concurrently herewith.

Anything herein to the contrary notwithstanding, in the event of a voluntary sale, transfer or conveyance of all or any
portion of the property described herein, any indebtedness or obligation due under the note secured hereby, shall at
the option of the holder hereof, immediately become due and payable.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given
to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and
apply such rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained
herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension
or renewal thereof, in the principal sum of \$54,000.00 executed by Trustor in favor of Beneficiary or order. 3.
Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when
evidenced by another note (or notes) reciting it is so secured.

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APN: 059-540-041

To Protect the Security of this Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County October 18, 1961, and in all other counties October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	435	684	Kings	792	833	Placer	895	301	Sierra	29	335
Alpine	1	250	Lake	362	39	Plumas	151	5	Siskiyou	468	181
Amador	104	348	Lassen	171	471	Riverside	3005	523	Solano	1105	182
Butte	1145	1	Los Angeles	T2055	899	Sacramento	4331	62	Sonoma	1851	689
Calaveras	145	152	Madera	810	170	San Benito	271	383	Stanislaus	1715	456
Colusa	296	517	Marin	1508	339	San Bernardino	5567	61	Sutter	572	297
Contra Costa	3978	47	Mariposa	77	292	San Francisco	A332	905	Tehama	401	289
Del Norte	78	414	Mendocino	579	530	San Joaquin	2470	311	Trinity	93	366
El Dorado	568	456	Merced	1547	538	San Luis Obispo	1151	12	Tulare	2294	275
Fresno	4626	572	Modoc	184	651	San Mateo	4078	420	Tuolumne	135	47
Glenn	422	184	Mono	52	429	Santa Barbara	1878	860	Ventura	2062	386
Humboldt	657	527	Monterey	2194	538	Santa Clara	5336	341	Yolo	653	245
Imperial	1091	501	Napa	639	86	Santa Cruz	1431	494	Yuba	334	486
Inyo	147	598	Nevada	305	320	Shasta	684	528			
Kern	3427	60	Orange	5889	511	San Diego	Series 2 Book 1961, Page 183887				

which provisions, identical in all counties, (printed on the attached unrecorded pages) are hereby adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that Trustor will observe and perform said provisions; and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF CALIFORNIA
COUNTY OF Merced
ON December 3, 2002 before me,
K. Baptista personally appeared
Sierra Gooding

Sierra Gooding
Sierra Gooding

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are 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.



Witness my hand and official seal.

Signature K. Baptista

~~DO NOT RECORD~~

The following is a copy of provisions (1) to (14), inclusive, of the fictitious deed of trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment; when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustor this Deed, said note and all documents evidencing expenditures secured hereby.

INITIALS SM

APN: 059-540-041

~~DO NOT RECORD~~

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash of lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the proceeding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and pages where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

INITIALS SK

REQUEST FOR FULL RECONVEYANCE

Fidelity National Title Insurance Company, a California Corporation, TRUSTEE:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated _____

By _____

By _____

Please mail Reconveyance to:

Do not insert or destroy this Deed of Trust OR THE NOTE which it secures. Both original documents must be delivered to the Trustee for cancellation before reconveyance will be made.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ before me, _____ personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are 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.

WITNESS my hand and official seal.

Signature _____